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Memorandum Date: February 25, 2011
Order Date: March 16, 2011

TO: Board of County Commissioners
DEPARTMENT: Public Works, Land Management Division
PRESENTED BY: Brian Craner, Building Official
AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EUGENE REGARDING BUILDING OFFICIAL DUTIES

I. MOTION

TO APPROVE THE ATTACHED INTERGOVERNMENTAL AGREEMENT FOR BUILDING OFFICIAL DUTIES BETWEEN THE CITY OF EUGENE AND LANE COUNTY AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT AS A REPLACEMENT TO A SIMILAR AGREEMENT DATED FEBRUARY 12, 1975.

II. DISCUSSION

A. Background / Analysis

On February 12, 1975, Lane County and the City of Eugene entered into an intergovernmental agreement (IGA) for Building Official duties. This agreement is still in effect today. The 1975 IGA indicates the two parties desired to enter into an agreement whereby each would perform the functions of Building Official for the other in administering building codes and other applicable County and City building ordinances for specific properties in each other's jurisdiction. The list of properties subject to the agreement, as specifically listed therein, consist of properties within the city limits of Eugene for which the County was listed as the owner of record at the time the agreement was executed and properties in unincorporated Lane County for which the City was listed as the owner of record at the time the agreement was executed.

Both the City and County Building Officials have effectively operated under the terms of the 1975 IGA since its execution, with the County administering building code standards for projects on County-owned land within the city (PSB/Courthouse, County Fairgrounds, Serbu Youth Campus, and others) and the

City administering building code standard for projects on City-owned land in the unincorporated county (Mahlon Sweet Airport and others). However, as the inventory of properties included in the original agreement evolved via sales and acquisitions, it became clear substantial amendments, if not an entirely new agreement, were needed in order to support the original and ongoing intent of the two agreeing parties. To address this and other concerns over outdated wording in the original agreement, the City and County Building Officials, with the assistance of Legal Counsel, collaborated on the development of an updated Intergovernmental Agreement for Building Official duties.

In addition to revised provisions, references, and nomenclature, the updated agreement contains specific but flexible language that allows for foreseeable changes to current property inventories without the need for formal amendment. Rather than a list of properties subject to the agreement at the time it was drafted, the agreement plainly states each party will be responsible for administering building code standards for projects on property it owns in the other's jurisdiction. The proposed agreement does include a current inventory of County-owned properties within the City of Eugene's urban growth boundary as well as an inventory of City-owned properties in unincorporated Lane County, but this is for reference only and does not serve as an exclusive listing of properties subject to the agreement. Additionally, provisions of the agreement specifically account for properties obtained by either party in the other's jurisdiction after the agreement has been executed and allows for them to become subject to the agreement without the need for formal amendment to the agreement or attached property inventories.

B. Recommendation

The Public Works Director, Land Management Division Manager, and Building Official recommend the motion be approved and the updated intergovernmental agreement signed by the County Administrator.

III. ATTACHMENTS

- Order w/ attachments:
 - Intergovernmental Agreement for Building Official Duties, with attached property inventories (Proposed)
 - Intergovernmental Agreement for Building Official Duties (1975)

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF DELEGATING AUTHORITY
) TO THE COUNTY ADMINISTRATOR TO SIGN AN
) INTERGOVERNMENTAL AGREEMENT WITH
) THE CITY OF EUGENE REGARDING BUILDING
) OFFICIAL DUTIES

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that the parties to the agreement, its officers or agents, have the authority to perform; and

WHEREAS, Lane County and the City of Eugene each administer state building regulations pursuant to ORS 455.148 or ORS 455.150 and each have an appointed Building Official as provided for under those same regulations; and

WHEREAS, under the authority of ORS Chapter 190 and consistent with ORS Chapter 455, Lane County and the City of Eugene have determined that it is in their mutual interest for each to perform certain functions for the other on a non-reimbursable basis; and

WHEREAS, Lane County and the City of Eugene desire to enter into an updated agreement (replacing the previous agreement dated February 12, 1975) whereby each agrees to perform the functions of building official for the other in administering ORS Chapter 455 and the applicable County and City ordinances for certain County and City facilities as described in the agreement.

NOW, THEREFORE IT IS HEREBY ORDERED that the Intergovernmental Agreement for Building Official Duties between the City of Eugene and Lane County attached and incorporated here by this reference be approved and the County Administrator be authorized to execute that agreement as a replacement to a similar agreement dated February 12, 1975.

Adopted this _____ day of March, 2011

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 3-9-2011 Lane County

OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT
FOR BUILDING OFFICIAL DUTIES**

THIS AGREEMENT entered into this ___ day of _____, 2010, by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as County, and the CITY OF EUGENE, a municipal corporation of the State of Oregon, hereinafter referred to as City.

RECITALS

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that the parties to the agreement, its officers or agents, have the authority to perform.

2. Under the authority of ORS Chapter 190 and consistent with ORS Chapter 455, the parties have determined that it is in their mutual interest for each to perform certain functions for the other on a non-reimbursable basis.

3. The parties desire to enter into an updated agreement (replacing the previous agreement dated February 12, 1975) whereby each agrees to perform the functions of building official for the other in administering ORS Chapter 455 and the applicable County and City ordinances for certain County and City facilities, as more fully set forth in this Agreement.

4. The City and County each administer state building regulations pursuant to ORS 455.148 or ORS 455.150. The City and County also each have an appointed Building Official as provided for under those same statutes. For purposes of this Agreement, "State Building Code" has the meaning provided in ORS 455.010(8). The term does not include local building regulations apart from the State Building Code and specifically does not include local fire codes.

AGREEMENT

1. County and City agree that the County Building Official shall serve as the City Building Official and administer the State Building Code and related City ordinances for the purpose of issuing permits and enforcing the State Building Code on County facilities located within the urban growth boundary or city limits of the City.

2. City and County agree that the City Building Official shall serve as the County Building Official and administer the State Building Code and related

County ordinances for the purpose of issuing permits and enforcing the State Building Code on City facilities in the unincorporated areas of Lane County.

3. When acting as the Building Official, as provided in this Agreement, the parties each agree to provide the services without compensation from the other.

4. This Agreement does not obligate the parties acting under Sections 1 and 2 of the Agreement to initiate enforcement actions, but each party shall respond as deemed reasonable to complaints of State Building Code violations concerning the respective properties and facilities described in Sections 1 and 2.

5. This Agreement does not address land use planning responsibilities.

6. For properties referenced in Section 1, the County Building Official will coordinate appropriate fire life safety requirements through the City Fire Marshal's office.

7. The parties agree that this Agreement shall renew on a year to year basis without need for further written agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall commence upon execution by both parties.

8. Subject to the limitations of the Oregon Tort Claims Act and any applicable limitations of the Oregon Constitution, each party shall indemnify the other and hold the other harmless from any and all claims, expenses, costs, and liabilities related to the indemnifying party's actions or omissions in carrying out this Agreement.

9. The parties agree each will provide the other with copies of any amendments to applicable City and County ordinances.

10. Except as provided in this Section, no amendment to this Agreement shall be effective unless made in writing and signed by both parties.

At the time of execution of this Agreement, an inventory of properties and facilities subject to this agreement shall be attached. Future acquisitions of property by either the County in the City's urban growth boundary or city limits or the City in unincorporated areas of Lane County shall become subject to this agreement once the County or City becomes the owner of record of the property.


At the first opportunity, prior to the issuance of any permits, each party agrees to provide written notice to the other party of the intent to permit work on any property made part of this agreement after initial execution. The notice shall identify the property and describe the nature of the work being permitted. Each party's obligation to notify the other under this section is fulfilled by a single notification for each specific property or facility.

CC 2011-04007

11. This Agreement is not intended to create, and does not create, any third party beneficiaries.

CITY OF EUGENE

LANE COUNTY

By: 
Jon R. Ruiz ^{SR}
Title: City Manager
Date: 9/15/10

By: _____
Jeff R. Spartz
Title: County Administrator
Date: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

Attachment "A"

Lane County Property within City of Eugene UGB

May 2010

Map ID	Site Address	Site City, State, Zip
1703180000102	3050 N DELTA HWY	Eugene, OR 97408
1703180000200	3040 N DELTA HWY	Eugene, OR 97408
1703283001103	Land & Pond along Leo Harris	
1703294000101	2655 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000101	2675 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000101	2727 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000400	2345 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000400	2411 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000401	2515 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703294000401	2517 MARTIN LUTHER KING JR BLVD	Eugene, OR 97401
1703311101400	532 OAK ST (Bus Barn)	Eugene, OR 97401
1703311101400	540 OAK ST (Bus Barn)	Eugene, OR 97401
1703311102100	Lot 730	
1703311102800	135 E 6TH AVE (Annex)	Eugene, OR 97401
1703311103200	Lot 736	
1703311107500	600 PEARL ST (PSB Lot)	Eugene, OR 97401
1703311109500	750 OAK ST (Butterfly Lot)	Eugene, OR 97401
1703311110000	125 E 8TH AVE (PSB/Courthouse)	Eugene, OR 97401
1703311200600	Lot 735	
1703311200900	101 W 5TH AVE (Jail)	Eugene, OR 97401
1703311200900	75 W 5TH AVE (CCC)	Eugene, OR 97401
1703311208501	151 W 7TH AVE	Eugene, OR 97401
1703311208501	151 W 7TH AVE 1	Eugene, OR 97401
1703311208501	151 W 7TH AVE 105	Eugene, OR 97401
1703311208501	151 W 7TH AVE 110	Eugene, OR 97401
1703311208501	151 W 7TH AVE 120	Eugene, OR 97401
1703311208501	151 W 7TH AVE 2	Eugene, OR 97401
1703311208501	151 W 7TH AVE 3	Eugene, OR 97401
1703311208501	151 W 7TH AVE 4	Eugene, OR 97401
1703311208501	151 W 7TH AVE 510	Eugene, OR 97401
1703311208502	Lot for Charnelton Pl.	
1703311208600	643 CHARNELTON ST	Eugene, OR 97401
1703311307900	275 W 10TH AVE (Elections)	Eugene, OR 97401
1703313113000	1308 JEFFERSON ST (Fair Property)	Eugene, OR 97402
1703313113100	Fairgrounds	
1703313113400	Fairgrounds	
1703313113600	1396 JEFFERSON ST (Fair Property)	Eugene, OR 97402
1703313113700	Fairgrounds	
1703313114000	Fairgrounds	
1703313114200	Fairgrounds	
1703313209900	645 W 15TH AVE	Eugene, OR 97402
1703313209900	740 W 13TH AVE	Eugene, OR 97402
1703313209900	796 W 13TH AVE	Eugene, OR 97402
1703313209900	950 W 13TH AVE	Eugene, OR 97402
1703313209900	954 W 13TH AVE	Eugene, OR 97402

Attachment "A"

Lane County Property within City of Eugene UGB

May 2010

Map ID	Site Address	Site City, State, Zip
1704132200501	River Rd. & River Ave.	
1704272204601	Lot in front of 4166 Royal	
1704272204700	4166 ROYAL AVE	Eugene, OR 97402
1704272204701	4170 ROYAL AVE.	Eugene, OR 97402
1704272204702	Lot in front of 4166 Royal	
1704273002310	3970 W 1ST AVE (Animal Reg)	Eugene, OR 97402
1704280000700	Belt Line & Premier St.	
1704281000400	Wetlands/Pond	
1704281103000	Beltline near Royal	
1704281103100	Beltline near Royal	
1704281200100	Bike path, Beltline & Royal	
1704364109999	Fairgrounds	
1704364110000	Fairgrounds	
1704364110100	Fairgrounds	
1704364110200	Fairgrounds	
1704364110400	1190 W 13TH AVE	Eugene, OR 97402
1704364110500	Fairgrounds	
1704364110700	Fairgrounds	
1803090006700	Off 30th Ave.	

Attachment B
City Property in the Unincorporated portions of Lane County

Address	Occupant	Hangar #
85385 Willamette Street	Spencer Butte Park	N/A
Airport property on Map and Taxlot 17-04-06-00-00100 unless otherwise noted		
90295 Air Cargo Way	Air Cargo facility	
28715 Airport Road	LCC Flight Training & Hangar	
28735 Airport Road	LCC Flight Center	
28740 Airport Road	LCC (on 17 04 07-00 00101)	
90331 Boeing Drive	WNA Dev	262
90349 Boeing Drive	Slaney-Tardie	242
90353 Boeing Drive	Bartel's Meat Co	240C
90363 Boeing Drive	Arfie & Co	246
90365 Boeing Drive	FM Aviation	248
90368 Boeing Drive	Webb	238
90369 Boeing Drive	Fernridge Flyers	236
90377 Boeing Drive	Oregon Air Museum	278
90381 Boeing Drive	Troutman Investments	244
90382 Boeing Drive	Lamont, George & Bruce	234
90388 Boeing Drive	Bowers	226
90394 Boeing Drive	Lamont, George	224
90400 Boeing Drive	Flying Squirrels	216
90406 Boeing Drive	Hannum-Kaiser	214
90411 Boeing Drive	Weyerhaeuser Corp	255
90438 Boeing Drive	Anderson, Walley & Hank	240B
90440 Boeing Drive	Pioneer Aviation LLC	253
90441 Boeing Drive	Guaranty Air Inc	254
90442 Boeing Drive	T & L Inc	252
90444 Boeing Drive	Willamette Valley	251
90445 Boeing Drive	T & T Lee Investments	256
90451 Boeing Drive	Heil-Trade	258
90454 Boeing Drive	Flight Craft	250
28710 Douglas Drive	Rental Car Return Building	
28801 Douglas Drive	Mahlon Sweet Terminal (see Suite #'s below)	
28827 Douglas Drive	Fire Station #12	
28833 Douglas Drive	Airport Tower	
28860 Douglas Drive	Toll Booth	
28717 Grumman Drive	Pinnacle Properties	286
28723 Grumman Drive	Country Coach Inc/WAC Corp/Wilkinson-Daniels	282
28730 Grumman Drive	Westwood Industries Hangar	283
28735 Grumman Drive	Civil Air Patrol	285
28737 Grumman Drive	Emerald Aircraft Detailing	272
28739 Grumman Drive	Seneca Sawmill Hangar	284
28742 Grumman Drive	Storage buildings	
28747 Grumman Drive	Rockies West	270
28753 Grumman Drive	Kempf-Braatz	260
28811 Hollis Lane	Monaco Coach Hangar (on 16 04 31 00 01000)	400
28832 Hollis Lane	Snow removal/equipment building	

28840 Hollis Lane	Electric vault	
28844 Hollis Lane	Airfield equipment building	
28857 Hollis Lane	Weyerhouser Hangar	
28570 Lockheed Drive	Storage hangar on runway	
28829 Lockheed Drive	Old tower--business offices (see Suite #'s below)	
28833 Lockheed Drive	City landscape shop	
28835 Lockheed Drive	Civil Air Patrol, Friendly Air Service, Sears Rent-a-Car	112
28845 Lockheed Drive	TSA Modular Office (Transportation Security Admin)	
28855 Lockheed Drive	Airport Administration	
28881 Lockheed Drive	Fuel Area	
90615 Northrop Drive	Hanson-3	120
90619 Northrop Drive	Hanson-2	129
90664 Northrop Drive	Diamond West hangar	330
90686 Northrop Drive	Hangar (on 17 04 05 00 00500)	
90688 Northrop Drive	Oldenburg Air hangar (on 17 04 05 00 00500)	
90696 Northrop Drive	Hangar (on 17 04 05 00 00500)	340
90706 Northrop Drive	JHW Group hangar (on 17 04 05 00 00500)	
90711 Northrop Drive	Aircraft Resuce & Fire Fighting Station (Fire Station)	
90620 Northrop Lane	CarFaye	116
90624 Northrop Lane	Pape' Properties	117
90640 Northrop Lane	Robinet	118
90645 Northrop Lane	Timber Products	115
90646 Northrop Lane	Hanson-1	127
90647 Northrop Lane	Pape' Properties	113
90649 Northrop Lane	MidAir Pacific LLC	123
90653 Northrop Lane	Ritchey	121
90656 Northrop Lane	Lamont, George & Bruce	137
90659 Northrop Lane	Lamont, Bruce & Sherrill	131
90666 Northrop Lane	Lamont, George	147
90669 Northrop Lane	Lane Ducks	141
90675 Northrop Lane	Groesbeck	153
90676 Northrop Lane	Hansen Hangar	157
90679 Northrop Lane	Groesbeck	151
90685 Northrop Lane	T-Hangars/City of Eugene	161

28801 Douglas Dr Suites

Suite 1 -- United Express Airlines
Suite 2 -- Horizon Air
Suite 3 -- (unused airline space)
Suite 4 -- American West Express
Suite 5 -- Omnishuttle
Suite 6 -- Avis
Suite 7 -- Enterprise
Suite 8 -- Hertz
Suite 9 -- Budget
Suite 10 -- Wings Bar & Grille
Suite 11 -- (unused airline space)
Suite 12 -- Emerald City News & Gifts

28829 Lockheed Dr Suites

Suite 1-A -- Lawrence Air Service
Suite 1-B -- Hertz
Suite 1-C -- (vacant)
Suite 1-D -- Horizon Air Cargo
Suite 2A-2C -- Mead & Hunt

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this 12th day of February, 1975, by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and the CITY OF EUGENE, a municipal corporation of the State of Oregon, hereinafter referred to as CITY,

R E C I T A L S :

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that the parties to the agreement, its officers or agents, have the authority to perform.

2. Under the authority of ORS Ch 190 and consistent with ORS Ch 465, the parties have determined that it is in their mutual interest for each to perform certain functions for the other on a nonreimbursable basis.

3. The parties desire to enter into an agreement whereby each agrees to perform the functions as building official for the other in administering ORS Ch 456 and the applicable COUNTY and CITY ordinances.

A G R E E M E N T S :

1. COUNTY and CITY agree that COUNTY shall serve as the CITY building official and administer the appropriate state law and CITY ordinances for the purposes of enforcing the applicable building code statutes and ordinances on the following government used buildings owned by COUNTY:

Armory Building, Oak and 7th Streets, Eugene, Oregon
 Lane County Courthouse, excluding Harris Hall, Eugene, Oregon
 Lane County Annex, Eugene, Oregon
 All buildings on Lane County Fairgrounds, Eugene, Oregon
 Lane County Juvenile Department, Centennial Boulevard, Eugene, Oregon
 Lane County Department of Transportation's buildings, Roosevelt Boulevard and Delta Highway, Eugene, Oregon
 Structures in Alton Baker Park

2. CITY and COUNTY agree that CITY shall serve as the COUNTY building official and administer the appropriate state law and COUNTY ordinances for the purposes of enforcing the applicable building code statutes and ordinances on the following buildings in the unincorporated areas of Lane County:

All structures on the Mahlon Sweet Airport property
 Spencer's Butte Park

3. The parties agree that each shall serve as the building official within their respective jurisdictions for all buildings not expressly listed herein.

4. Parties agree that all fees in connection with the administration of this agreement for CITY or COUNTY-owned structures in government use shall be considered waived. Each of the parties agrees, however, to pay the ORS 456.860 surcharge on any permit administered in accordance with this agreement.

5. The parties each agree to process permit applications under this agreement on their own standard forms and to provide copies of the appropriate forms to the other party in a timely manner.

6. The parties understand that the scope of this agreement does not include filing complaints for enforcement.

7. The parties agree that this agreement shall continue on a year to year basis without further written agreement. However, this agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this agreement commences upon the date of the final execution hereof.

8. The parties understand that each will not provide insurance coverage nor defend any action, suit or proceeding arising out of activities connected with this agreement beyond covering itself and its own employees.

9. The parties agree that each will provide the other with copies of any amendments to applicable CITY and COUNTY ordinances.

BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

By Frank A. Elliott
Commissioner

By Nancy B. Hayward
Commissioner

By _____
Commissioner

COUNTY

CITY OF EUGENE

By [Signature]
City Manager

CITY

