



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of 6/22/16

DATE: 6/14/16

FROM: Nick Lelack CDD Phone 541-385-1708

TITLE OF AGENDA ITEM:

Consideration and Signature of Document No. 2016-197, an Intergovernmental Agreement between Deschutes County and the City of Sisters for the County's Community Development Department to collect an Advanced Planning Fee on behalf of the City that is collected at the time a building permit issued and shall disperse the funds to the City each month.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County has provided Building Official Services to the City of Sisters on contract for the past three and half years. In spring 2016, the City decided to transfer the Building program to the County on July 1, 2016. The City requested, and CDD agreed, to collect an Advanced Planning Fee on behalf of the City in part to cover City costs associated with determining land use compatibility with building permit applications beginning on the same date. The fee is the same charged by the County in unincorporated areas.

FISCAL IMPLICATIONS:

None. County staff will collect the fee in the same manner as fees are collected in unincorporated areas. The County will deduct from each fee paid with a credit card a credit card transaction fee of Five Percent of the total amount charged. The cost to collect and disperse the fee will be covered by building fees.

RECOMMENDATION & ACTION REQUESTED:

Motion: Approve signature of Document 2016-197.

ATTENDANCE: Nick Lelack, CDD

DISTRIBUTION OF DOCUMENTS:

CDD Staff.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: 6/2/2016

Department: CDD

Contractor/Supplier/Consultant Name: City of Sisters

Contractor Contact: Patrick Davenport, CDD Director

Contractor

Phone #: 541-323-5219

Type of Document: IGA 2016-197

Goods and/or Services: The purpose of this IGA is to facilitate and coordinate the collection of advanced planning fees which are collected at the time building permits are issued for the City. The County will collect these fees and remit to the City less applicable credit card fees. The County will retain all building permit fees collected.

Background & History: Since 2013, the County has been engaged with the City of Sisters to provide building official permit and inspection services. On July 1, 2016, the County Building Safety Division will assume jurisdiction of the Building Safety Program in the City of Sisters.

Agreement Starting Date: 7/1/16

Ending Date: Auto renew (90 day

termination notice per IGA).

Annual Value or Total Payment: Based on Advanced Planning fees collected monthly.

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

6/2/2016

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Nick Lelack, CDD Director

Phone #: x1708

Department Director Approval:

Nick Lelack
Signature

6/2/16
Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more)
 County Administrator (if \$25,000 but under \$150,000)
 Department Director (if under \$25,000)

Legal Review

DCM

Date

6/3/16

Document Number

2016-197



Community Development Department

Planning, Building Safety, Environmental Soils, Code Enforcement
PO Box 6005, Bend, Oregon 97708-6005
117 NW Lafayette Avenue
www.deschutes.org/cd

MEMORANDUM

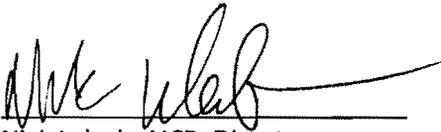
TO: City of Sisters
FROM: Nick Lelack, Director
DATE: June 2, 2016
SUBJECT: Deschutes County Building Safety Services

Upon assuming jurisdiction for the building administration and enforcement program in the City of Sisters (City), the Deschutes County Community Development Department Building Safety Division (County CDD) agrees to provide the following services in the City of Sisters at City Hall and in any location CDD provides such services (CDD offices).

- County CDD will meet with permit applicants/holders and/or City staff at County CDD offices or City Hall to address and attempt to resolve any issues arising under the applicable State Building Codes, State MHRV Regulations or City Codes and Ordinances and related issues.
- County CDD will coordinate with the City, including the City Community Development Department, Sisters-Camp Sherman Fire & Rescue (Fire Marshall) and City Public Works Department, on inspections, permit applications, plans reviews, City land use and utilities regulations, and an electronic filing system to ensure that records of all permits and applications are properly maintained.
- County CDD will provide building inspector and permit technician availability by phone or at the main County CDD Office, 117 NW Lafayette Avenue, Bend, OR, 8:00 a.m. to 3:30 p.m., Monday through Friday, to answer questions, and other County CDD offices during normal business hours (Tuesdays in La Pine, Thursdays in Redmond, as of the date of this memorandum).
- County CDD to provide a Permit Technician one day per week, to process permit applications. Specific day and time schedule to be agreed by County CDD and City. Customers will have access to the County CDD main office in Bend and County CDD satellite offices in Redmond and LaPine as available every weekday for assistance during normal business hours, including the ability to apply for and have permits issued. County CDD, at its sole discretion, may increase or eliminate this staffing level as the usage and permit volumes dictate, but will coordinate and notify the City of any such changes at least 30 days prior to implementing changes.
- County CDD will require all applicants to pay building, mechanical, electrical, plumbing, and manufactured home permit fees, plan check fees, and manufactured home park and recreational vehicle park fees to the County prior to the issuance of any permit.

- If the City waives or reduces the fee for any application for which County CDD provides the services, City will compensate County CDD based on County CDD's full permit rate as adopted in the current Deschutes County's Fee Schedule at the time of application submittal.
- City to review plans for compliance with City Development Code and other applicable City ordinances and requirements, and notify County CDD in writing of any concerns or issues by notations on the building plans.
- County CDD will retain responsibility for building permit and inspection services program, as prescribed in the Oregon Revised Statutes (ORS Chapter 455) and related Oregon Administrative Rules, until such time City elects to initiate the process to assume this responsibility. City will provide a minimum thirty (30) day notice of intent to initiate the process to assume these responsibilities.
- County CDD to make a good faith effort to review all plans submitted with the permit applications within ten (10) working days after all reviews by City are completed and are formally approved for review.
- City to provide the permit technician with front counter and office area, use of City's wireless network, desk, chair, phone, and meeting room space if needed. County CDD to provide the permit technician with a computer, printer/scanner file cabinet with locking file drawer and other peripherals and supplies as needed.
- City staff will create a sign off form that authorizes the County CDD to accept the application for a building permit and advise the County CDD of City's SDC fees and/or other administrative fees required based on the type of application.

Signature lines

A handwritten signature in black ink, appearing to read "Nick Lelack", written over a horizontal line.

Nick Lelack, AICP, Director

Rick Allen

City of Sisters, Interim City Manager



For Recording Stamp Only

**INTERGOVERNMENTAL AGREEMENT
ADVANCED PLANNING FEE COLLECTION SERVICES
Document No. 2016-197**

This Agreement is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY," and the City of Sisters, an Oregon municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the COUNTY and the CITY are authorized pursuant to ORS 190.003 through 190.110 to enter into an intergovernmental agreement for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, the CITY imposes system development charges (SDCs) for capital improvements for transportation, water, sewer, and park facilities, and advanced planning fees to cover costs associated with providing planning services; and

WHEREAS, such fees and charges are required by City ordinance to be paid to the CITY by property owners upon obtaining building or development permits; and

WHEREAS, by virtue of agreements with the City, the COUNTY issues building permits in areas within the CITY and is therefore administratively set up to collect such charges in such areas; and

WHEREAS, CITY desires to delegate to COUNTY the responsibility of collection of such charges and COUNTY is willing to accept such delegation, all pursuant to the conditions of this Agreement; now therefore,

IT IS HEREBY AGREED by and between the parties for and in consideration of the mutual promises herein stated as follows:

GENERAL:

1. The purpose of this agreement is to facilitate and coordinate the collection of advanced planning fees imposed by the CITY.
2. The COUNTY has adopted certain fees which include an advance planning fee that is collected at the time the building permit is issued; County shall collect this fee on behalf of CITY and return this fee to CITY.

COUNTY OBLIGATIONS:

1. COUNTY shall endeavor to collect advanced planning fees for the benefit of the CITY. It is agreed that said funds at all times belong to the CITY.
2. COUNTY will calculate the advanced planning fee for each permit application as applicable.
3. COUNTY shall account for all such funds collected separately from other funds received and shall implement tracking systems to track such funds from receipt until transfer to the CITY.
4. COUNTY shall automatically disburse said funds to the CITY once each month in the ordinary course of accounts payable disbursements and shall provide the CITY with monthly documentation demonstrating the source and amount of each collection. COUNTY will deduct from each advanced planning fee collection paid by credit card a credit card transaction fee of Five Percent (5%) of the total amount charged. The transaction fee will be reviewed annually.
5. Other than the obligations set forth herein, COUNTY shall have no other obligations, responsibilities or liabilities with respect to any other fee.

CITY OBLIGATIONS:

1. CITY shall be responsible for payment and processing of any refunds of the advance planning fees.

MISCELLANEOUS:

1. This Agreement is effective July 1, 2016.
2. This Agreement shall automatically renew each fiscal year unless otherwise terminated as provided herein.
3. This Agreement may be terminated at the end of any fiscal year upon written notice of one party to the other party not later than ninety (90) days prior to the end of such fiscal year.

LIMITATIONS:

1. This Agreement, as applicable, is expressly subject to the provisions and requirements of ORS 279A and 279B, the Oregon Tort Claims Act, ORS 30.260 through 30.300 and to the debt limitation of Oregon counties as set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
2. In the event sufficient funds are not appropriated for the payment of consideration required to be paid under this agreement, and if CITY has no funds legally available for consideration from other sources, then either party may terminate this agreement in accordance with Section 2 of this agreement.
3. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

NON-DISCRIMINATION:

1. Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by either party.
2. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (as amended), ORS Chapter 659A., and all applicable regulations and administrative rules established pursuant to those laws.

PARTNERSHIP:

Neither party is, by virtue of this Agreement, a partner or joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

CITY'S REPRESENTATIVE:

CITY's authorized representative for the purposes of this Agreement shall be the Sisters Community Development Director, Patrick Davenport or the Director's designee, P.O. Box 39, Sisters, Oregon 97759, Phone (541) 323-5219, Fax (541) 549-0561.

COUNTY'S REPRESENTATIVE.

COUNTY's authorized representative for the purposes of this Agreement shall be Deschutes County Community Development Director, Nick Lelack or the Director's designee, 117 NW Lafayette, Bend, Oregon 97703, phone 541-385-1708, fax 541-385-1764.

SUBCONTRACT - ASSIGNMENTS AND DELEGATION:

1. This Agreement and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon CITY and COUNTY respectively and their legal representatives and successors.
2. Except as otherwise proved herein, COUNTY shall not assign any rights nor delegate any duties incurred by this Agreement, or any part hereof without written consent of CITY and any assignment or delegation in violation hereof shall be void.

ACCESS TO RECORDS:

1. CITY shall have access to such books, documents, papers and records of COUNTY as are directly pertinent to the services performed under the terms of this Agreement for the purpose of conducting an audit or examination or obtaining excerpts and transcripts.
2. The COUNTY shall have reciprocal access to CITY planning and building files.

FORCE MAJEURE:

Neither party to this Agreement shall be liable to the other party for delays in performing the services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

NON-WAIVER:

The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

ATTORNEY FEES:

In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

APPLICABLE LAW:

This Agreement will be governed by the laws of the State of Oregon.

INDEMNIFICATION:

1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall defend, save, hold harmless and indemnify CITY and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of the COUNTY or its officers, employees, contractors, or agents under this Agreement.
2. To the extent permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, CITY shall defend, save, hold harmless and indemnify COUNTY and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of CITY or its officers, employees, contractors, or agents under this Agreement.
3. In addition to any other indemnification terms in this Agreement, CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, agents, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from or arising out of any claim that the advanced planning fee funds collected by COUNTY and thereafter transferred to CITY, were assessed, misspent or collected in violation of ORS 223.297 to 223.314.
4. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract.
5. Neither party shall be liable for any damages of any sort arising solely from the termination of this Contract or any part hereof in accordance with its terms.

ASSIGNMENT:

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

BINDING EFFECT:

The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

SEVERABILITY:

Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

HEADINGS:

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

INCORPORATION OF RECITALS:

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

COMPLETE AGREEMENT:

1. This contract and any referenced attachments constitute the complete Agreement between CITY and COUNTY and supersede all prior written or oral discussions or agreements.
2. This Agreement may not be modified or amended except by writing signed by all parties to this Agreement.

Dated this _____ of _____, 2016

BOARD OF COUNTY COMMISSIONERS

ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ATTEST:

Recording Secretary

ANTHONY DEBONE, COMMISSIONER

Dated this ____ day of _____, 2016

CITY OF SISTERS

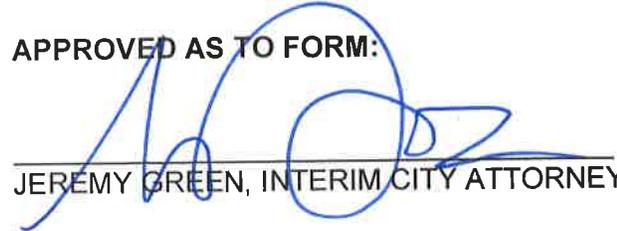


CHRIS FRYE, MAYOR



RICK ALLEN, INTERIM CITY MANAGER

APPROVED AS TO FORM:

for 

JEREMY GREEN, INTERIM CITY ATTORNEY *atly w/ Bryant, Louken, + Jarvis*