# ADDENDUM NO. 2

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF COTTAGE GROVE AND COBURG FOR BUILDING PERMIT PROGRAM SERVICES

**BETWEEN:** City of Cottage Grove (Cottage Grove)

**AND:** City of Coburg (Coburg)

**EFFECTIVE DATE:** July 1, 2022.

## RECITALS

A. Cottage Grove and Coburg entered into an Intergovernmental Agreement for Building Permit Program Services, on June 8, 2021, with an effective date of July 1, 2021 (IGA).

B. Amendments to the Contract are needed to more accurately reflect Cottage Grove's costs to provide Coburg with Building Permit Program Services.

## AGREEMENT

In consideration of the foregoing Recitals, which by this reference are incorporated herein, and of the mutual covenants, conditions and obligations on the part of each party to be kept and performed, it is hereby agreed as follows:

1. Section 4, Consideration, subsection (A) of the IGA, is hereby amended to read as follows:

   "$17,648.00 to Cottage Grove on a quarterly basis, by July 25th, October 25th, January 25th and March 25th each year this Agreement continues in effect. This amount represents the actual cost to Cottage Grove to provide Building Permit Program Services to Coburg, thus ensuring that all Building Permit funds collected by Coburg are properly dedicated to administration and enforcement of Coburg's Building Inspection Program."

By execution of this Addendum, each party hereby acknowledges that it has read this Addendum No. 2, understands this amendment, and reaffirms all unamended provisions of the IGA.

**CITY OF COTTAGE GROVE,**
an Oregon municipal corporation

By: _____
Name: _____
Title: _____

Date: _____, 2022

**CITY OF COBURG.**
an Oregon municipal corporation

By: _____
Name: _____
Title: _____

Date: _____, 2022

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Attachment
City of Cottage Grove Building Program
2020 IGA
2021 IGA Addendum 1

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF COTTAGE GROVE AND COBURG FOR BUILDING PERMIT PROGRAM SERVICES

This agreement is made and entered into by and between the cities of Coburg and Cottage Grove, hereinafter referred to respectively as "Coburg" and "Cottage Grove" or collectively as "Cities."

## RECITALS

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

WHEREAS, Cities are authorized pursuant to ORS 455.148(3), ORS 455.150(3), and OAR 918-020-0090 to combine in the appointment of a single Building Official for the purpose of administering a Building Inspection Program within their communities; and

WHEREAS, the City of Cottage Grove Public Works & Development Department employs both a certified Building Official and an Electrical Specialty Code Inspector; and

WHEREAS, Cities find it beneficial to enter into this Intergovernmental Agreement (Agreement) to obligate and authorize Cottage Grove to provide building official, inspection, plan review, electrical specialty code and other building permit program services to Coburg, subject to the terms and conditions herein.

## AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Effective Date. This Agreement shall be effective on July 1, 2020.

2. Duration and Termination. The term of this Agreement will extend for one (1) year from the Effective Date, at which point it shall automatically renew for successive one (1) year terms unless and until either party provides at least [sixty] ([60]) days' written notice to the other party of its intent to terminate this Agreement. Termination of this Agreement shall not affect any obligations or liabilities accrued to the parties prior to such termination.

3. Services. Cottage Grove agrees to provide building official, inspection, plan review, and electrical specialty code services to Coburg, as more specifically outlined in the attached Exhibit A (collectively, "Building Permit Program Services").

4. Consideration. Coburg will pay $14,257.50 to Cottage Grove on a quarterly basis, by July 31, October 31, January 31 and March 31 each year this Agreement continues in

effect. This amount represents the actual cost to Cottage Grove to provide Building Permit Program Services to Coburg, thus ensuring that all Building Permit funds collected by Coburg are properly dedicated to administration and enforcement of Coburg's Building Inspection Program.

5. Coburg Obligations. Coburg shall:

A. Designate the Cottage Grove Building Official as the Coburg Building Official (Building Official). The Building Official shall have final authority over all building program decisions, and will hold full discretionary authority over Coburg's building program.

B. Designate the Cottage Grove Electrical Specialty Code Inspector as the Coburg Electrical Specialty Code Inspector. The Electrical Specialty Code Inspector shall have final authority over Coburg's electrical program and will hold full discretionary authority over Coburg's electrical program.

C. Maintain detailed financial records of all revenue received in the operation of Coburg's Building Permit Program.

D. Review site development plans for conformance with land use regulations and notify the Building Official when approved.

E. Provide Cottage Grove Building Permit Program Services providers space for storage of files and plans, and provision of necessary clerical support for the provisions of said Services.

F. Per Section 4 of this Agreement, within thirty (30) days of receipt, pay Cottage Grove's invoiced fees on a quarterly basis for Cottage Grove's staffing, materials, and general office overhead costs needed to provide the Building Permit Program Services.

G. Receive all building permit applications and collect all building permit fees in accordance with the State of Oregon Building Code Division fee and evaluation schedules, in addition to any other Program fees properly adopted by Coburg.

6. Cottage Grove Obligations.

A. Cottage Grove will employ a qualified Building Official, in compliance with ORS 455.148(3) and OAR 918-020-0090, and an Electrical Specialty Code Inspector.

B. Delegation. Cottage Grove may not delegate discretionary responsibilities associated with its Building Permit Program Services, but may contract with other agencies or third-party contractors to perform ministerial services associated with inspections, plan review, or other technical assistance services.

C. Cottage Grove will keep a record of all hours worked by Cottage Grove employees and third-party contractors or agencies to provide Building Permit Program Services to Coburg and bill those amounts to Coburg that exceed Coburg's quarterly invoiced fee.

7. General Provisions.

A. Each City will designate Cottage Grove's Building Official to supervise and coordinate the Building Permit Program.

B. Each City is responsible for taking all steps required to maintain its own Building Permit Program, including, but not limited to, preparing and submitting to the State Building Code Division: a) monthly surcharge reports based on fees collected within each City; b) monthly and year-end building permit activity reports; and c) required notifications regarding its Program continuation every four years.

8. Mutual Indemnification. Each party shall defend, indemnify and hold the other harmless from and against any and all claims, lawsuits, or actions for damages, costs, losses or expenses arising from the indemnifying party's actions pursuant to this Agreement.

9. Attorneys' 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 its own attorneys' fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

10. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning Building Permit Program Services and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the Building Permit Program Services, which are not fully expressed herein. This Agreement may not be modified or amended except in writing signed by each party to this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF COTTAGE GROVE, OREGON

By: _____
Richard Meyers, City Manager

Dated June 8, 2020

CITY OF COBURG, OREGON

By: _____
Anne Heath, City Administrator

Dated 5-13, 2020

**Exhibit A**
**Building Permit Program Services**

**City of Coburg**

**Building Permit Program**

- ## BUILDING OFFICIAL

The Building Official must be certified by the State of Oregon and develop a relationship with City Staff (Public Works, Planning, Administration) to provide excellent service related to administration of building inspection services.

**Availability:**

- Accessible via phone, email, and in person (by appointment, at Coburg City Hall)
- Adequate response time (reply within 48hrs) regarding disputed inspections and other concerns.
- Responsive to City Staff:
  - Available for Pre-application and pre-construction meetings, as requested/by appointment
  - Responsive to inquiry, as needed.
- Receives public complaints regarding code provisions and employee behavior
  - Code provisions: Referred to the most appropriate Staff member; may escalate to an appeal, at which point Appeal procedures are followed.
  - Employee behavior: Processed by Building Official per personnel procedures.

**Extent:**

- Provides and assures training and maintenance of examiners' and inspectors' certifications
- Collaborates with City Staff and the Fire Marshal to maintain appropriate policies and procedures for complying with State Building Code, including but not limited to:
  - Oregon Structural Specialty Code updates
  - Risk Areas: Floodplain, Steep Slopes (excavation and grading), Wetlands
- Issues initial Certificate of Occupancy, upon sign-off from City Staff (Public Works and Planning), as well as re-certifies Occupancy of existing buildings following modification or changes in use.
- Declares dangerous buildings or condemnation orders following evaluation criteria specified by the State of Oregon.
- Verifies licenses and registrations required under ORS Chapters 446, 447, 455, 479, 693 and 701
- Adjudicates appeals, as filed, per Oregon Revised Statutes

**Process:**

- Provides monthly Building Inspection report to City Staff for public review; aggregates data for an annual report to the City each fiscal year.
- Hears appeals from disputed inspections
- As per ORS 455.690, manages aggrieved/disputed inspections and appears before Coburg's appeals board or to the appropriate state advisory board.

- ## PLANS EXAMINERS

Plans Examiners provide code compliance review through three stages: 1) Primary plans examination, 2) Remedial review, and 3) As-built review.

1. **Primary Plans Examination** is the bulk of plan review for Specialty Code and Fire Code items.
2. **Remedial Review** is the additional review, as required, to remedy deficiencies identified in the primary review.
3. **As-Built Review** provides assurance that what is drawn and approved was built to noted specifications prior to issuance of a Certificate of Occupancy.

- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
- Available by phone, email, and in person (by appointment at least one day a week, at Coburg City Hall) between 9am and 5pm Tuesday and Thursday.
- Adequate response time (reply within 24hrs) regarding applicant inquiries and other concerns.
- Review for compliance with Oregon Structural Specialty Code, Oregon Fire Code.
- Provide additional review for compliance related to risk areas: Floodplain management, Grading and excavation.

- ## INSPECTORS

Inspectors build rapport with developers (residential and commercial) by providing clear expectations, personable and polite interaction, and fair assessment in assuring compliance with applicable Building Codes and Development Code Conditions of Approval.

**Availability:**

- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
- Must have an Electrical Specialty Code Inspector on staff to oversee and administer the Electrical Program that complies with state law.
- Adequate number of specialized inspectors to provide inspections consistent with the following schedule, within 24 hours of the request:
  - Residential Plumbing, Structural, Mechanical: Tuesday and Thursday
  - Electrical: Tuesday and Thursday
  - Commercial Plumbing, Structural, Mechanical: On Demand

  Requests for inspections and inquiries should provide similar response to Plans Examination response (24 hours) or sooner.
- Backup inspectors provided to assure coverage in case of absence.

**Cost:**

Building inspection services are a self-supporting endeavor. Coburg collects plan check and building inspection fees and Coburg will pay quarterly a minimum building program fee for staff, materials, services, and office overhead to Cottage Grove under a contract arrangement for plan check and

building inspection services. If service provision exceeds the minimum building program fee additions service provision will be billed on an hourly basis using the fee schedule. The remaining permit revenue will be retained by Coburg to offset administrative costs associated with the building inspection program and placed in reserve for building program expenses only. The Building Official will have access to all financial accounting pertaining to the building program.

**Extent:**

- Provide pre-development/pre-construction meetings upon request to discuss any unique aspects of the project, clarify special inspection requirements, coordinate public infrastructure issues, and reach consensus on any issues identified during the review process.
- Each inspection visit shall be documented and held on-file at the city as well as at the jobsite until Final Inspection is performed.
- May issue stop work orders after consultation with Staff regarding that decision
- Performs investigations into certifications, license/registration requirements in addition to verification of compliance of electrical, plumbing, mechanical, and other work.
- Responds to reported Code Violations to determine whether a violation exists.
- Issues civil penalties on the City's behalf as authorized by ORS 455.156

- **PROGRAM PARTICIPATION**

Building Inspection services shall work with the following programs, as delineated by the State, for all building disciplines:

- Bulk labels
- Temporary permits
- Master Permitting

**Exhibit B**
**Fee Schedule**

Cottage Grove hourly rates for technical services provided outside of Coburg collected Building Permit Fees are as follows:

| | |
|---|---|
| Building Official: | $75 |
| Electrical Inspector: | $75 |
| Building Permit Specialist Services: | $45 |

Reimbursable expenses:

| | |
|---|---|
| 24" x 36" Blueprints: | $3.00/page |
| Federal Express/UPS Shipping: | Cost |
| U.S. Mail: | Cost |
| Black and White Standard Size Photocopies: | $ .25 each |
| 11"x17" Photocopies: | $ .50 each |
| Large Media Black & White: | $ .05 per square foot |
| Color Copies: Regular | $1.00 each |
| Color 11"x17" | $2.00 each |
| Mileage: | $ .545 per mile |

# ADDENDUM NO. 1

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF COTTAGE GROVE AND COBURG FOR BUILDING PERMIT PROGRAM SERVICES

**BETWEEN:** City of Cottage Grove (Cottage Grove)

**AND:** City of Coburg (Coburg)

**EFFECTIVE DATE:** July 1, 2021.

## RECITALS

A. Cottage Grove and Coburg entered into an Intergovernmental Agreement for Building Permit Program Services, on June 8, 2021, with an effective date of July 1, 2021 (IGA).

B. Amendments to the Contract are needed to more accurately reflect Cottage Grove's costs to provide Coburg with Building Permit Program Services.

## AGREEMENT

In consideration of the foregoing Recitals, which by this reference are incorporated herein, and of the mutual covenants, conditions and obligations on the part of each party to be kept and performed, it is hereby agreed as follows:

1. Section 4, Consideration, subsection (A) of the IGA, is hereby amended to read as follows:

> "$16,454.50 to Cottage Grove on a quarterly basis, by July 25th, October 25th, January 25th and March 25th each year this Agreement continues in effect. This amount represents the actual cost to Cottage Grove to provide Building Permit Program Services to Coburg, thus ensuring that all Building Permit funds collected by Coburg are properly dedicated to administration and enforcement of Coburg's Building Inspection Program."

By execution of this Addendum, each party hereby acknowledges that it has read this Addendum No. 1, understands this amendment, and reaffirms all unamended provisions of the IGA.

**CITY OF COTTAGE GROVE,**
an Oregon municipal corporation

By: _____
Name: Richard Meyers
Title: City Manager

Date: Aug 19, 2021

**CITY OF COBURG.**
an Oregon municipal corporation

By: _____
Name: Anne Heath
Title: Coburg City Administrator

Date: July 29, 2021

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## 2021-2022 Building Program Costs

Total Staff Expenses $372,800.00

$152,330.00 Building Official
$152,336.00 Electrical Inspector
$ 68,134.00 Residential Building Inspector and Plans Examiner (75% of total cost)

Total Materials and Services $13,050.00

$1,500 Telephone
$ 1,000 Fuel and Lubricants
$ 100 Communication Service
$ 100 Postage
$ 500 Vehicle Expense
$ 500 Computer Service and Supplies
$ 500 Office Supplies
$ 500 Books, Maps, Periodicals
$1,000 Computer Equipment
$ 100 Minor Equipment
$ 250 Misc. Supplies & Expenses
$2,000 Professional Association Dues
$3,000 Education & Registration Fees
$2,000 Travel and Subsistence

Total Cottage Grove Building Program Expenses $209,359.00

$186,400.00 Staffing
$ 6,525.00 Materials & Services (billed quarterly as expended)
$ 15,434.00 General Office Overhead (8% of total costs)
$ 1,000.00 Vehicle Expense (Mileage Re-Imbursement)

Total Creswell Building Program Expenses $64,818.00 (Quarterly Payment $16,204.50)

$56,670.00 Staffing
$ 1,957.50 Materials & Services (billed quarterly as expended)
$ 4,690.00 General Office Overhead (8% of total costs)
$ 1,500.00 Vehicle Expense (Mileage Re-Imbursement)

Total Veneta Building Program Expenses $86,924.00 (Quarterly Payment $21,731.00)

$75,560.00 Staffing
$ 2,610.00 Materials & Services (billed quarterly as expended)
$ 6,254.00 General Office Overhead (8% of total costs)
$ 2,500.00 Vehicle Expense (Mileage Re-Imbursement)

Total Coburg Building Program Expenses $65,818.00 (Quarterly Payment $16,454.50)

$56,670.00 Staffing
$ 1,957.50 Materials & Services (billed quarterly as expended)
$ 4,690.00 General Office Overhead (8% of total costs)
$ 2,500.00 Vehicle Expense (Mileage Re-Imbursement)

Percentage of program expenses:

Cottage Grove 50%
Coburg 15%
Creswell 15%
Veneta 20%

By execution of this Addendum, each party hereby acknowledges that it has read this Addendum No. 1, understands this amendment, and reaffirms all unamended provisions of the IGA.

**CITY OF COTTAGE GROVE,**
an Oregon municipal corporation

By: _____
Name: Richard Meyers
Title: City Manager

Date: Aug 19, 2021

**CITY OF COBURG.**
an Oregon municipal corporation

By: _____
Name: Anne Heath
Title: Coburg City Administrator

Date: July 29, 2021

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