



AGENDA

Lincoln County Board of Commissioners

Board of Commissioners
225 West Olive Street
Room 110
Newport, OR 97365
Phone: 541.265.4100
FAX: 541.265.4176

Joint Work Session with the City of Toledo City Council

Wednesday, September 20, 2017

Beginning at 6:00 p.m.

Toledo City Hall
206 N. Main Street
Toledo, OR 97391

- A. **Introductions**
- B. **Housing for the homeless – *Commissioner Hall***
- C. **Affordable housing – *Commissioner Hall***
 - 1. **Work Force Housing Task Force report**
 - 2. **Code incentives for alternative housing programs**
- D. **Highway 20 safety issues – *Roy Kinion***
- E. **Clarification of the Lincoln County Building Permit/Inspection procedures – *Onno Husing***
- F. **Joint effort in securing the viability of the City's truck route – *Roy Kinion***
- G. **Adjournment**

BUILDING INSPECTION SERVICES AGREEMENT

Pursuant to the provisions of ORS Chapter 190, this agreement is entered into by and between Lincoln County, a political subdivision of the State of Oregon (hereinafter referred to as "County") and the City of Toledo (hereinafter referred to as "City") for the purposes of providing plan reviews, building inspections, and enforcement in accordance with Oregon State Structural Specialty Code and the Oregon State Mechanical Specialty Code within the corporate limits of the City of Toledo.

A. Basic Services:

The County shall provide all plans reviews, inspections, and perform all related Administrative functions required under the provisions of the Oregon State Structural Specialty Code and the Oregon State Mechanical Specialty Code Within the corporate limits of the City. The County shall employ or otherwise retain appropriately certified personnel to provide these services. Administration, interpretation, and application of the provision of the Oregon Structural and Mechanical Specialty Codes within the corporate limits of the City shall be the sole responsibility of the County. Such responsibility shall include, but not be limited to, the following functions.

1. The issuance, suspension, and revocation of permits
2. Determination of valuations
3. The posting and removal of Stop Work Orders
4. The issuance and revocation of Certificates of Occupancy including Temporary Certificates, and posting notices
5. Approval of alternate materials and methods of construction
6. The granting of modifications
7. Requiring testing or other proof of compliance

B. Special Inspection Services

in addition to the basic services set forth in A. above, county shall provide special inspection services as follows:

1. For purposes of providing technical support for the city's administration of Chapter 15.12 of the Toledo Municipal Code, at the request of the designated city official, county will perform inspections of existing structures.

2. County's inspections of existing structures are limited to evaluating the condition of structural, mechanical, electrical, and plumbing elements.
3. Pursuant to this subsection County's inspections are limited solely to providing technical information related to the condition of structural, mechanical, electrical and plumbing elements of existing structures. County shall have no responsibility for administration of any portion of Chapter 15.12, including but not limited to notices, hearings, findings or abatement proceedings.
4. Authorization for entry onto private property necessary for performing inspections of existing structures shall be secured by the city. Authorized city personnel shall accompany county personnel on inspections of existing structures.
5. Payment to the county for services provided to the city pursuant to this subsection shall be billed at the hourly rate for "Special Inspections" set forth in the Lincoln County Fee Schedule in effect on the date of the inspection.

C. Coordination of Responsibilities:

In discharging responsibility to administer the Structure and Mechanical Specialty Codes, the County shall coordinate its activities with related City programs and requirements, as follows:

1. The County shall not issue any permit unless and until it has been approved by the City as conforming to applicable City regulations, ordinances, and requirements.
2. The City retains sole authority and responsibility for reviewing submitted plans and permit applications for conformance with zoning or other City requirements outside of the scope of the Structural Specialty Codes. The City also retains sole authority and responsibility for reviewing submitted plans and permit applications for conformance with the 1991 Uniform Building Code Section 70.
3. The City retains sole authority and responsibility for enforcement of conditions, restrictions, or requirements on any permit which are outside of the requirements of the Structural and Mechanical Specialty Codes. The City also retains sole authority and responsibility for enforcement of conditions, restrictions, or requirements on any permit issued under the 1991 Uniform Building Code Section 70.
4. In its capacity as building official, the County will act to assist the City in achieving compliance with City regulations, ordinances, and requirements outside the scope of the Structural Mechanical Specialty Code. Such assistance shall be limited to the performance of duties and functions authorized under the provisions of Structural and Mechanical Special Codes, such as the issuance, suspension, and

revocation of permits, the posting and removal of Stop Work Orders, and the issuance and revocation of Certificates of Occupancy.

5. The City will make reasonable efforts to advise the County inspection personnel of the conditions, restrictions, or requirements imposed by the City on building permits issued during the term of this agreement. The County will post Stop Work Orders at the request of the City in order to assist the City in the enforcement of said conditions, restrictions, or requirements, or in the enforcement of related City ordinances or regulations.

6. The County will make reasonable efforts, through the course of normal inspections, to keep the City apprised of any situations with respect to building permits issued during the term of this agreement which may affect conformance with City regulations, requirements, or ordinances.

7. For the purposes of coordinating responsibilities under the provisions of this contract, the City shall designate a contact person or persons authorized to communicate to the County official City positions or policies on matters related to the administration of this agreement. The City shall notify the County in writing as to who this person or persons will be and shall provide updated notices to the County on a timely basis in the event that the contact person or persons is to be changed. The contact person for the County in matters related to the discharge of responsibilities under the terms of this agreement shall be the Lincoln County Building Official or, in his or her absence, the Director of Planning and Development.

D. Procedure for Permit Application, Review, and Issuance:

1. Applications for building permits within the City shall be filed by the permittee at the City offices.

2. Upon receipt of the building permit application, the City will review the application for conformance with applicable City ordinances, regulations, and requirements.

3. Upon approval of the application by the City, the authorized City representative shall sign, stamp, or otherwise indicate the City's approval upon the application. The approved application and plans shall then be forwarded to the County.

4. Upon receipt of the approved building permit application from the City, the County shall perform the required plans review, determine valuation, calculate and collect required fees, and issue the permit.

E. Record Keeping:

The County shall be responsible for the proper care and custody of all papers, documents, and records pertaining to services rendered by the County under the terms of this agreement. The City and its authorized agents shall have access to those papers, documents, and records for the purpose of making audits or other examinations. The County shall be entitled to access all City records relating to applications for and issuance of building permits, subject to the terms of this agreement.

F. Enforcement:

Responsibilities for enforcement of the provisions of the Structural and Mechanical Specialty Codes within the corporate limits of the City shall be as follows:

1. The County shall be responsible for all administrative enforcement activities, including complaint investigations, notices of violation, post of Stop Work Orders, and the serving of citations.
2. The City shall be responsible for all enforcement activities which require the provision of legal services, including, but not limited to prosecution of civil complaints, nuisance abatement proceedings, and procedures for injunctive relief.

G. Payment of Services:

Payment for services rendered by the County under the terms of the agreement shall be derived from fees for permit applications filed within the City, collected and allocated as follows:

1. All fees shall be paid directly by the permittee to the County in accordance with the rules and procedures of the County.
2. City shall be entitled to ten percent (10%) of all structural permit and plans check fees. The County shall pay to the city, on a quarterly basis, those monies to which the City is entitled as provided herein.
3. The City shall not be entitled to any fees derived from mechanical permits.

H. Indemnification:

1. The City shall save, hold harmless, indemnify, and defend the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the City or its officers, agents, and employees pursuant to this agreement.
2. The County shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from all claims, suites, or actions of whatsoever

nature resulting from or arising out of the activities of the County or its officers, agents, and employees pursuant to this agreement.

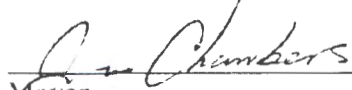
3. The County shall maintain liability insurance in coverage and limits not less than the maximum tort limits set forth by ORS 30.270 during the term of this contract. Said insurance will apply to all professional activities related to the Contract.

I. Terms:

1. This agreement shall be effective immediately upon execution by both parties.
2. This agreement shall remain in effect until such time as written notice of termination is given by either party pursuant to paragraph I.3. below, or until such time as it is superseded by subsequent agreement.
3. This agreement may be terminated at any time by mutual agreement of the parties or by written notice of one of the parties provided to the other party at least 180 days prior to the date upon which termination is desired.
4. This agreement supersedes all prior understandings between the parties regarding the provision of building inspection services, whether written or oral.

IN WITNESS WHEREOF, the parties, by duly authorized signatures below, hereby agree to be bound by the provisions of this agreement.

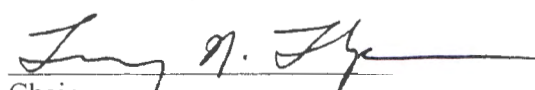
CITY OF TOLEDO



Mayor

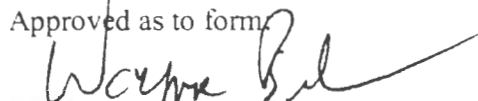
03-12-08
Date

LINCOLN COUNTY

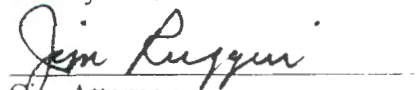


Chair

3-12-08
Date

Approved as to form:


County Counsel



City Attorney