



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 8, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement (IGA) for provisions of Building Inspection/Plan Review (BI/PR) Services with the City of Happy Valley. This is a reciprocal, on-demand agreement for BI/PR services with an estimated agreement value of \$0 to \$50,000 per year. Funding is through restricted development permit fees. No County General Funds are involved.

| | | | |
|-------------------------------------|---|---------------------------|----------------|
| Previous Board Action/Review | <ul style="list-style-type: none"> April 4, 2000: BCC approved IGA. June 6, 2023: Discussed at Issues | | |
| Performance Clackamas | Grow a Vibrant Economy and Build a Strong Infrastructure: Adding reciprocal staffing assistance to the Department of Transportation and Development's (DTD) Building Codes program will provide residents with BI/PR Services that are cost effective, allows for the timely delivery of a key public service, and builds public trust through strategic use of government resources. | | |
| Counsel Review | Yes – 4/25/23 NB | Procurement Review | N/A |
| Contact Person | Cheryl Bell, Assistant Director- Development | Contact Phone | (503) 260-7124 |

EXECUTIVE SUMMARY: This Intergovernmental Agreement (IGA) establishes provisions of Building Inspection/Plan Review (BI/PR) Services between Clackamas County Department of Transportation and Development (DTD) and the City of Happy Valley. Due to fluctuations in development and construction activity, and to cover for staff absences, both Clackamas County and the City of Happy Valley have experienced occasional need of assistance with building inspection and plan review services. This IGA will allow for reciprocal staffing assistance within our Building Codes program that is on-demand, cost effective, and provides timely delivery of services to residents of both jurisdictions. The ability to have this reciprocal relationship will assist both the City of Happy Valley and DTD, in staffing and workforce management.

For Filing Use Only

The IGA also provides the financial process for work performed. Under this agreement the borrowing jurisdiction will pay for services performed by the lending jurisdiction. All BI/PR fees will be retained by the jurisdiction providing the service. All hourly BI/PR Service rates include overhead and other staff costs. Exhibit A contains the Active Employee Classification List with Current Charge-Out rates for Clackamas County and the current Hourly Billing Rates for the City of Happy Valley. No County general funds are involved as BI/PR Services are fee for service revenue.

This IGA will not impact current staff's available work or overtime opportunities and establishes the use of borrowed staff for a period not to exceed six (6) months. Both the City of Happy Valley and DTD will only make staff available for loan if capacity exists, and borrowed employees remain employees of the loaning jurisdiction and under their supervision.

Finally, this IGA supplants portions of the 2000 IGA on Services provided by Clackamas County DTD by adding the ability to use reciprocal BI/PR Services. This IGA will also terminate any conflicting provisions related to BI/PR services that may exist with the 2000 IGA (the remaining provisions of the 2000 IGA remain in place). Attachment A is the Intergovernmental Agreement on Services Provided by Clackamas County Department of Transportation and Development from the year 2000.

If approved, this agreement shall commence upon execution by both parties and shall expire on June 30, 2028. Upon written approval, this Agreement may be extended for an additional five-year terms. Both parties have the ability to terminate participation in this agreement at any time by providing 30 days written notice.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with the City of Happy Valley for Building Inspection/Plan Review (BI/PR) Services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

Attachment A: 2000 IGA

Intergovernmental Agreement for provision of
Building Inspection/Plan Review (BI/PR) Services

This Agreement by Clackamas County, a political subdivision of the State of Oregon (the "County"), and the City of Happy Valley, a municipal corporation of the State of Oregon (the "City") collectively referred to as the "Parties" and each a "Party."

RECITALS

- A. ORS 190.010 authorizes and allows the parties to this Agreement to perform the functions and activities that another party to this Agreement has authority to perform.
- B. Each of the parties employ staff members that provide BI/PR services for their respective jurisdictions.
- C. With the fluctuations in development and construction activity in the Greater Portland Metropolitan Area the parties have experienced variations in demand for Building Inspection and Plan Review services over the course of the last few fiscal years and the parties believe it may be more cost effective and better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff.

AGREEMENT

Now, therefore, based on the foregoing, the signatories agree as follows:

- 1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. "Borrowing Party" is the governmental entity requesting and obtaining staff assistance from another signatory to this Agreement.
 - 1.2. "Building Inspection/Plan Review Services" (BI/PR) services are services related to the issuance of permits under the provisions of ORS Chapters 197, 215, 227 or 455.
 - 1.3. "Originating Party" is the entity loaning one or more of its employees to another signatory for staff assistance related to BI/PR services.
 - 1.4. "Reimbursement Costs" are those charges related to a Shared Employee as set forth in a fee schedule adopted by an Originating Party. The charges shall be set out as an hourly rate, including but not limited to, costs relating to salary, payroll and other taxes, medical, dental and other insurance for said Shared Employee, employer-paid retirement contributions for said employee, vacation, sick leave and other benefit(s) which are part of the compensation package for the Shared Employee(s) for the Originating Party.
 - 1.5. "Shared Employee" is the Originating Party's employee loaned to a Borrowing Party under this Agreement.
- 2. Requested Use of Shared Employees. Each Party to this Agreement shall make available its employees providing BI/PR services, to the extent these employees are (in the opinion of the Originating Party) available for loan. The Borrowing Party shall inform the Originating Party, that it desires staff assistance related to BI/PR services from of the Originating Party stating the

number of positions and the minimum qualifications of the staff requested. The request shall also set out when the Shared Employee would be needed and an estimate of the duration for the need.

3. Response to Request for Use. The Originating Party shall promptly provide Borrowing Party with the name(s) of employee(s) that are available and a brief description of the employees' qualifications. It shall be in the sole discretion of the Originating Party to select the employees subject to this Agreement. This process is to be quick and responsive such that a Borrowing Party may make a request in the morning and be lent a Shared Employee that same day.
4. Payment for Use of Shared Employee. Payment shall be at the current hourly rate including overhead, (See Exhibit A) of the employee classification used for BI/PR services and shall include travel time between jurisdictions. The Originating Party shall provide to the Borrowing Party an accounting of hours spent performing work for the Borrowing Party. This information shall be provided daily and may be provided via e-mail or fax. Each party shall keep a running total of the hours worked by each party for the other. Payment shall be made at the end of each calendar quarter (March, June, September, December) based on the difference between the reimbursement costs owing to and by each party for the work. The party with the obligation to pay reimbursement costs shall prepare an accounting and pay all reimbursement costs, after deducting any reimbursement costs owed to the paying party, within 10 days of the end of each calendar quarter.
5. Duration of Use of Shared Employee. Borrowing Party shall attempt to use Shared Employee for the duration specified in its request. If a Shared Employee is requested for a period longer than one month and is not needed for the entire period, Borrowing Party shall give Originating Party seven calendar days' notice of its intent to return Shared Employee. In that case, Borrowing Party shall be liable for Shared Employee(s)' Reimbursement Cost for the seven-day notice period, unless the two parties otherwise agree. A Borrowing Party shall not retain a Shared Employee longer than six consecutive months under this Agreement.
6. Status of Shared Employee. A Shared Employee shall:
 - 6.1. Account for the number of hours in service to a Borrowing Party;
 - 6.2. Remain an employee of the Originating Party continuing to be paid and receiving employee benefits therefrom without entitlement or claim to any salary, compensation or other benefits from the Borrowing Party;
 - 6.3. Continue working the number of hours specified in his or her contract of employment with the Originating Party while loaned to a Borrowing Party, unless the Originating Party, Borrowing Party and the Shared Employee agree otherwise;
 - 6.4. In the event of any dispute between the Shared Employee and Borrowing Party about the performance of services under this Agreement, Shared Employee shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Originating Party.
7. Obligations of Borrowing Party. If the Shared Employee does not meet the needs or is otherwise not satisfactory to Borrowing Party, Borrowing Party's sole recourse shall be the return of

Shared Employee to Originating Party. The Borrowing Party shall provide a written explanation to the Originating Party for the return of the Shared Employee(s). Borrowing Party shall provide a Shared Employee with all material(s) and workspace necessary to perform the requested BI/PR services.

8. Obligations of Originating Party. In addition to its other obligations set out elsewhere in this Agreement, the Originating Party shall be responsible for provision of any official motor vehicle necessary for performance of services by a Shared Employee.

9. General Provisions.

9.1. Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.

9.2. Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

9.3. Time is of the Essence. Time is of the essence in the performance of this Agreement.

9.4. System Access. The Borrowing Party agrees to provide the Originating Party access to the Borrowing Parties permitting system. The Borrowing Party reserves the right to limit user access to the permitting system to those actions needed to adequately perform duties assigned.

9.5. Default. A party shall be deemed in default if it fails to comply with any provision of this Agreement. A non-defaulting party shall provide defaulting party written notice of the default and an explanation thereof and allow the defaulting party thirty (30) days within which to cure.

9.6. Indemnification. Each Entity in its capacity as an Originating Party hereby agrees to indemnify, defend and hold harmless those entities acting as Borrowing Parties (including their officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Originating Party its, officers, employees(including Shared Employees) and agents pursuant to the terms of this Agreement. Each party shall give the other parties to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder

9.7. Insurance. Each party agrees to maintain liability and workers compensation insurance in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law. Each Originating Party shall maintain workers compensation coverage for any Shared Employee loaned under this Agreement.

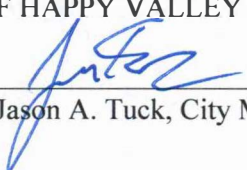
9.8. Modification. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by all parties.

- 9.9. Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiations. In the event of an impasse, the issue shall be submitted to a neutral Building Official of the parties choosing for a recommendation or resolution.
- 9.10. Enforcement. Subject to the provisions in paragraph 9.8, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 9.11 Excused Performance In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the party to be excused.
- 9.12 Termination. A party may terminate its participation in this Agreement, with or without cause and at any time, by providing 30 days written notice to the other parties to this Agreement.
- 9.13. Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
- 9.14. Entire Agreement. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.
10. Term of Agreement. This Agreement shall commence upon execution by both parties and shall expire on June 30, 2028. Upon written approval this Agreement may be extended for additional three year terms.
11. Appropriations Clause. The obligations of the parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, Section 10 and any debt limitations contained in a city charter
12. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be mailed or sent by scanned document (e-mailed) or faxed with hard copy to follow by post, addressed as follows:
- To: City of Happy Valley
Building Official
16000 SE Misty Drive
Happy Valley, OR 97086
- To: Clackamas County
Assistant Director of Development
150 Beaver Creek Road

Oregon City, OR 97045

IN WITNESS WHEREOF, the respective parties have caused to be signed in their behalf to make and enter into this Agreement this 24th day of April, 2023.

CITY OF HAPPY VALLEY

By 
Jason A. Tuck, City Manager

Date 4/24/2023

CLACKAMAS COUNTY

By _____
Chair, Board of County Commissioners

Date _____

Active Employee Classification List with Current Charge-Out Rates
As of 2/10/2023

Fund-Dept: 205-600203 BUILDING CODES FUND | LAND USE DEVELOPMENT REVIEW

| Reg/ Temp | Full/ Part | Emp Class | Emp Class Descr | FACTORS | | | | TOTAL CHARGE-OUT RATES | | |
|--------------|---------------|--------------|-------------------------------|------------------------|-----------------------|----------------------|----------------|------------------------|---------------------|-----------------------------|
| | | | | Class Labor Rate | Reg Fringe Rate | OT Fringe Rate | Ovrhd Rate* | Reg Labor Rate | OT Labor Rate | Reg Lbr Rate + Ovrhd* |
| RG | FT | 20895 | CODE ENFORCEMENT SUPERVISOR | \$66.6393 | \$39.7202 | \$0.0000 | 35.71% | \$106.3595 | \$66.6393 | \$144.3405 |
| RG | FT | 3916 | STRUCTURAL ENGINEER | \$79.0554 | \$47.4756 | \$0.0000 | 35.71% | \$126.5310 | \$118.5831 | \$171.7152 |
| RG | FT | 3909 | PLUMBING INSPECTOR | \$56.3586 | \$38.0379 | \$0.0000 | 35.71% | \$94.3965 | \$84.5379 | \$128.1055 |
| RG | FT | 3909 | PLUMBING INSPECTOR | \$56.3586 | \$38.0379 | \$0.0000 | 35.71% | \$94.3965 | \$84.5379 | \$128.1055 |
| RG | FT | 3904 | CODE COMPLIANCE SPECIALIST | \$52.6244 | \$34.8601 | \$0.0000 | 35.71% | \$87.4845 | \$78.9366 | \$118.7252 |
| RG | FT | 3054 | PERMITS SPECIALIST | \$32.2661 | \$28.1300 | \$0.0000 | 35.71% | \$60.3961 | \$48.3992 | \$81.9635 |
| RG | FT | 3900 | ELECTRICAL INSPECTOR | \$55.3031 | \$36.5125 | \$0.0000 | 35.71% | \$91.8156 | \$82.9547 | \$124.6030 |
| RG | FT | 3900 | ELECTRICAL INSPECTOR | \$55.3031 | \$36.5125 | \$0.0000 | 35.71% | \$91.8156 | \$82.9547 | \$124.6030 |
| RG | FT | 3053 | PERMITS TECHNICIAN | \$39.2533 | \$23.4619 | \$0.0000 | 35.71% | \$62.7152 | \$58.8800 | \$85.1108 |
| RG | FT | 20896 | PLANS EXAMINER SUPERVISOR | \$73.3798 | \$33.9036 | \$0.0000 | 35.71% | \$107.2834 | \$73.3798 | \$145.5943 |
| RG | FT | 3053 | PERMITS TECHNICIAN | \$39.2533 | \$23.4619 | \$0.0000 | 35.71% | \$62.7152 | \$58.8800 | \$85.1108 |
| RG | FT | 20897 | STRUCTURAL/MECH INSPECT SUPV | \$71.2625 | \$48.5554 | \$0.0000 | 35.71% | \$119.8179 | \$71.2625 | \$162.6049 |
| RG | FT | 3917 | STRUCTURAL/MECH INSPECTOR | \$54.2997 | \$33.2500 | \$0.0000 | 35.71% | \$87.5497 | \$81.4496 | \$118.8137 |
| RG | FT | 3900 | ELECTRICAL INSPECTOR | \$55.3031 | \$36.5125 | \$0.0000 | 35.71% | \$91.8156 | \$82.9547 | \$124.6030 |
| RG | FT | 3914 | SOIL SCIENTIST SENIOR | \$59.5952 | \$38.7440 | \$0.0000 | 37.07% | \$98.3392 | \$89.3928 | \$134.7935 |
| RG | FT | 3054 | PERMITS SPECIALIST | \$32.2661 | \$28.1300 | \$0.0000 | 35.71% | \$60.3961 | \$48.3992 | \$81.9635 |
| RG | FT | 3909 | PLUMBING INSPECTOR | \$56.3586 | \$38.0379 | \$0.0000 | 35.71% | \$94.3965 | \$84.5379 | \$128.1055 |
| RG | FT | 20394 | DEVELOPMENT REVIEW SUPERVISOR | \$56.7113 | \$27.8667 | \$0.0000 | 37.07% | \$84.5780 | \$56.7113 | \$115.9311 |
| RG | FT | 3917 | STRUCTURAL/MECH INSPECTOR | \$54.2997 | \$33.2500 | \$0.0000 | 35.71% | \$87.5497 | \$81.4496 | \$118.8137 |
| RG | FT | 3900 | ELECTRICAL INSPECTOR | \$55.3031 | \$36.5125 | \$0.0000 | 35.71% | \$91.8156 | \$82.9547 | \$124.6030 |
| RG | FT | 3906 | PLANS EXAMINER | \$59.5951 | \$37.5729 | \$0.0000 | 35.71% | \$97.1680 | \$89.3927 | \$131.8667 |
| RG | FT | 3913 | SOIL SCIENTIST | \$52.2952 | \$37.6655 | \$0.0000 | 37.07% | \$89.9607 | \$78.4428 | \$123.3091 |
| RG | FT | 3907 | PLANS EXAMINER B | \$50.6558 | \$31.6482 | \$0.0000 | 35.71% | \$82.3040 | \$75.9837 | \$111.6948 |
| RG | FT | 3041 | CUSTOMER INFORMATION SPEC | \$31.6984 | \$20.5220 | \$0.0000 | 35.71% | \$52.2204 | \$47.5476 | \$70.8683 |
| RG | FT | 3908 | CODE COMPLIANCE COORDINATOR | \$57.7262 | \$35.4018 | \$0.0000 | 35.71% | \$93.1280 | \$86.5893 | \$126.3840 |
| RG | FT | 3917 | STRUCTURAL/MECH INSPECTOR | \$54.2997 | \$33.2500 | \$0.0000 | 35.71% | \$87.5497 | \$81.4496 | \$118.8137 |
| RG | FT | 3041 | CUSTOMER INFORMATION SPEC | \$31.6984 | \$20.5220 | \$0.0000 | 35.71% | \$52.2204 | \$47.5476 | \$70.8683 |
| RG | FT | 3917 | STRUCTURAL/MECH INSPECTOR | \$54.2997 | \$33.2500 | \$0.0000 | 35.71% | \$87.5497 | \$81.4496 | \$118.8137 |
| RG | FT | 3907 | PLANS EXAMINER B | \$50.6558 | \$31.6482 | \$0.0000 | 35.71% | \$82.3040 | \$75.9837 | \$111.6948 |
| RG | FT | 3053 | PERMITS TECHNICIAN | \$39.2533 | \$23.4619 | \$0.0000 | 35.71% | \$62.7152 | \$58.8800 | \$85.1108 |
| RG | FT | 3907 | PLANS EXAMINER B | \$50.6558 | \$31.6482 | \$0.0000 | 35.71% | \$82.3040 | \$75.9837 | \$111.6948 |
| RG | FT | 3909 | PLUMBING INSPECTOR | \$56.3586 | \$38.0379 | \$0.0000 | 35.71% | \$94.3965 | \$84.5379 | \$128.1055 |

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.

Active Employee Classification List with Current Charge-Out Rates

As of 2/10/2023

COUNTY OF CLACKAMAS
Department of Transportation and Development

Fund-Dept: 205-600203 BUILDING CODES FUND | LAND USE DEVELOPMENT REVIEW

| Reg/ Temp | Full/ Part | Emp Class | Emp Class Descr | FACTORS | | | | TOTAL CHARGE-OUT RATES | | |
|--------------|---------------|--------------|-----------------------------|------------------------|-----------------------|----------------------|----------------|------------------------|---------------------|-----------------------------|
| | | | | Class Labor Rate | Reg Fringe Rate | OT Fringe Rate | Ovrhd Rate* | Reg Labor Rate | OT Labor Rate | Reg Lbr Rate + Ovrhd* |
| RG | FT | 20894 | PERMIT LOBBY SUPERVISOR | \$54.3554 | \$40.2411 | \$0.0000 | 35.71% | \$94.5965 | \$54.3554 | \$128.3769 |
| RG | FT | 3906 | PLANS EXAMINER | \$59.5951 | \$37.5729 | \$0.0000 | 35.71% | \$97.1680 | \$89.3927 | \$131.8667 |
| RG | FT | 3041 | CUSTOMER INFORMATION SPEC | \$31.6984 | \$20.5220 | \$0.0000 | 35.71% | \$52.2204 | \$47.5476 | \$70.8683 |
| RG | FT | 20899 | ELECTRICAL INSPECTOR SUPV | \$70.2292 | \$49.8065 | \$0.0000 | 35.71% | \$120.0357 | \$70.2292 | \$162.9004 |
| RG | FT | 3054 | PERMITS SPECIALIST | \$32.2661 | \$28.1300 | \$0.0000 | 35.71% | \$60.3961 | \$48.3992 | \$81.9635 |
| RG | FT | 3906 | PLANS EXAMINER | \$59.5951 | \$37.5729 | \$0.0000 | 35.71% | \$97.1680 | \$89.3927 | \$131.8667 |
| RG | FT | 3917 | STRUCTURAL/MECH INSPECTOR | \$54.2997 | \$33.2500 | \$0.0000 | 35.71% | \$87.5497 | \$81.4496 | \$118.8137 |
| RG | FT | 3900 | ELECTRICAL INSPECTOR | \$55.3031 | \$36.5125 | \$0.0000 | 35.71% | \$91.8156 | \$82.9547 | \$124.6030 |
| RG | FT | 20898 | PLUMBING INSPECTOR SUPV | \$67.4012 | \$37.4155 | \$0.0000 | 35.71% | \$104.8167 | \$67.4012 | \$142.2467 |
| RG | FT | 3053 | PERMITS TECHNICIAN | \$39.8190 | \$33.2804 | \$0.0000 | 37.07% | \$73.0994 | \$59.7285 | \$100.1973 |
| RG | FT | 3621 | ADMINISTRATIVE SPECIALIST 1 | \$40.2119 | \$28.5339 | \$0.0000 | 35.71% | \$68.7458 | \$60.3179 | \$93.2949 |
| RG | FT | 3906 | PLANS EXAMINER | \$59.5951 | \$37.5729 | \$0.0000 | 35.71% | \$97.1680 | \$89.3927 | \$131.8667 |
| RG | FT | 3054 | PERMITS SPECIALIST | \$32.2661 | \$28.1300 | \$0.0000 | 35.71% | \$60.3961 | \$48.3992 | \$81.9635 |
| T | FT | 9999 | TEMP EMPLOYEE | \$43.2600 | \$0.0000 | \$0.0000 | 35.71% | \$43.2600 | \$64.8900 | \$58.7081 |
| T | FT | 9999 | TEMP EMPLOYEE | \$36.0400 | \$0.0000 | \$0.0000 | 35.71% | \$36.0400 | \$54.0600 | \$48.9099 |
| T | PT | 9999 | TEMP EMPLOYEE | \$36.0400 | \$0.0000 | \$0.0000 | 35.71% | \$36.0400 | \$54.0600 | \$48.9099 |
| T | FT | 9999 | TEMP EMPLOYEE | \$24.9800 | \$0.0000 | \$0.0000 | 35.71% | \$24.9800 | \$37.4700 | \$33.9004 |
| T | PT | 9999 | TEMP EMPLOYEE | \$45.4900 | \$0.0000 | \$0.0000 | 35.71% | \$45.4900 | \$68.2350 | \$61.7345 |
| T | PT | 9999 | TEMP EMPLOYEE | \$44.6000 | \$0.0000 | \$0.0000 | 35.71% | \$44.6000 | \$66.9000 | \$60.5267 |

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.

City of Happy Valley
Fiscal Year 2022-23
Hourly Rates for Billing Purposes

| | Position | Total Charge-Out Rates |
|---------------------|------------------------------------|------------------------|
| Building Department | Building Official | \$ 171.00 |
| | Building Department Plans Examiner | \$ 134.00 |
| | Chief Plumbing Inspector | \$ 127.00 |
| | Building Inspector | \$ 119.00 |
| | Building Permit Technician | \$ 100.00 |

**INTERGOVERNMENTAL AGREEMENT ON SERVICES PROVIDED BY
CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

This AGREEMENT is entered into this 4th day of April, 2000 by and between the CITY OF HAPPY VALLEY, an Oregon Municipal corporation ("City") and CLACKAMAS COUNTY, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, further authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City Happy Valley and Clackamas County have a common interest in coordinating a comprehensive package of inter-related services provided by the Clackamas County Department of Transportation and Development including, Long Range Planning, Land Use Permitting, Building Permitting, Streets and Roads Services and Capital Planning and Construction Services;

WHEREAS, the parties recognize that a comprehensive package of inter-related services provided by the Department of Transportation and Development, both within the City of Happy Valley and the Urban Growth Boundary and within the Urban Reserve Areas adjacent to the City of Happy Valley, could create greater cost efficiencies and higher service levels,

WHEREAS, the parties desire to enter into an agreement that establishes a cooperative and coordinated system of service delivery between the Clackamas County Department of Transportation and Development and the City of Happy Valley to provide consistency in land use and transportation planning; coordinated standards and ordinances and methods of implementation; and application of codes, implementation and enforcement,

WHEREAS, the parties desire to enter into an agreement that establishes a cooperative, coordinated system for these Long Range Planning, Capital Planning and Construction Services, Land Use Permitting, Building Permitting, Solid Waste, and Streets and Roads Services;

WHEREAS, the parties participated in the North Clackamas Urban Services Agreement Project (Phases One and Two), a project for the development and

completion of various urban services agreements and/or cooperative agreements for the urbanizable portions of North Clackamas County;

WHEREAS, the parties have continued to strive for consensus in subsequent meetings on the content of a cooperative agreement;

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words shall mean or include:
 - 1.1. Approving Jurisdiction. The City of Happy Valley or the County when exercising land use approval functions with respect to a particular Land Use Action or Policy.
 - 1.2. City. The City of Happy Valley.
 - 1.3. Comprehensive Plan. The City of Happy Valley Comprehensive Plan, the Clackamas County Comprehensive Plan, and any other plan meeting the definition at ORS 197.015(5) which is adopted and applies within the Effective Area of this Agreement.
 - 1.4. County. Clackamas County.
 - 1.5. DTD. Clackamas County Department of Transportation and Development.
 - 1.6. District. A Special District whose service area includes the property which is subject to a land use approval application or whose service boundary is within one-half mile of the property which is subject to a land use approval application. Generally, within and near the City of Happy Valley "District" could include Clackamas County Service District No. 1, Mount Scott Water District, Clackamas River Water, Damascus Water District, Clackamas Fire District No. 1, Boring Fire District No. 59 or North Clackamas Parks & Recreation District.
 - 1.7. Effective Date: Begins with the execution of this agreement by all parties.
 - 1.8. Services: The provision of long range land use and transportation planning services, land use permitting services, building services permitting, inspection, and enforcement, solid waste management, engineering services associated with streets including Street Lighting District # 5, roads, bridges, and road maintenance and repair services including patching, paving, striping and marking, street sweeping, vegetation removal, drainage, ditching, snow removal and related emergency road services.

- 1.9. Urban Growth Boundary ("UGB"): A boundary which identifies urban and urbanizable land needed during the twenty (20) year planning period to be planned and serviced to support urban development and which separates urban and urbanizable lands from rural lands.
- 1.10. Urban Growth Management Area (UGMA) As described in Board Order 92-103, dated January 21, 1992.
- 1.11. Urban Reserve Areas ("URAs"): The urban reserve areas adjacent to the City of Happy Valley as designated in Metro Ordinance No. 96-655E and any other substitute or contiguous urban reserve area to the City of Happy Valley adopted by Metro in the future.
- 1.12. Urban Reserve Areas # 14 and #15, Rock Creek Urban Reserve. See attached map Exhibit A.

2. EFFECTIVE AREA:

This Agreement shall apply to the City of Happy Valley, unincorporated areas within the Urban Growth Management Area of Happy Valley, areas within the Urban Growth Boundary and areas within the Rock Creek Urban Reserve (#14 & 15). Capital transportation planning coordination will include adjacent urban reserve areas. See attached map Exhibit A.

3 **ALLOCATION OF SERVICE RESPONSIBILITY**

The parties agree that the Clackamas County Department of Transportation and Development will provide a comprehensive package of inter-related services for the City of Happy Valley through a coordinated effort with the City for the following services: Long Range Planning, Land Use Permitting, Building Permitting, Streets and Roads Services and Capital Planning and Construction Services as outlined in this agreement.

LONG RANGE PLANNING

When Urban Reserve areas # 14 and #15 are annexed to City, the City will adopt Comprehensive Plan and zoning, consistent with the approved Rock Creek Concept Plan, with review by the County.

The County and the City will enter into future agreements for other adjacent Urban Reserve areas.

The City and County agree that when areas are annexed to the City, both parties will monitor and determine the most cost efficient method of providing planning services. If it is determined that Clackamas County is

the most cost effective service provider the City will contract with the County for long range planning services.

CAPITAL PLANNING AND CONSTRUCTION SERVICES

The County DTD and the City of Happy Valley agree to partner in long range unified transportation planning and capital project planning for transportation in the City, the Urban Growth Management Area (UGMA), Urban Reserve Areas # 14 and #15 and other adjacent Urban Reserve Areas. The County DTD shall take the lead in interfacing with the region and the state on long range transportation planning and will be primarily responsible for seeking funding for transportation planning and capital projects. The County DTD and the City shall develop and approve a joint CIP (Capital Improvement Plan) for the City, Urban Reserve Areas. The County and the City will work together to develop consistent SDC (System Development Charges) and consistent collection. The County DTD will be responsible for management of capital construction projects listed in the joint CIP in the City, the Urban Growth Management Area (UGMA), Urban Reserve Areas # 14 and 15 and other adjacent Urban Reserve Areas.

LAND USE PERMITTING SERVICES

The City will provide land use permitting services within the City. If the volume of work to be performed by the city exceeds their ability to provide the service, the Clackamas County Department of Transportation and Development will provide contracted Land Use Permitting Services including code enforcement for the City. Provision of services shall be consistent with the Oregon Revised Statute provision for Transfer of Public Employees (ORS. 236.05 to 236.640).

BUILDING PERMITTING SERVICES

The City will provide Building Permitting Services within the City. If the volume of work to be performed by the city exceeds their ability to provide the service, the Clackamas County Department of Transportation and Development will provide contracted Building Permitting Services including code enforcement for the City. Provision of services shall be consistent with the Oregon Revised Statute provision for Transfer of Public Employees (ORS. 236.05 to 236.640).

SOLID WASTE MANAGEMENT

The Clackamas County Department of Transportation and Development will continue to provide solid waste management services as per the 1996 Agreement between Happy Valley and the County DTD.

STREETS AND ROADS SERVICES

The Clackamas County Department of Transportation and Development shall provide a comprehensive package of contracted services for Streets

and Roads within the City of Happy Valley. The County will provide responsive road maintenance services to the City. A liaison from the County DTD will be appointed to communicate with the City and elected officials on road issues in the City.

The City and the County will agree on street standards to be applied within the Urban Growth Management Area (UGMA) and Urban Reserve Areas #14 and #15.

The County DTD will provide a comprehensive package of road services, with a reimbursement formula in the contract that recovers County costs. These services may include developing a road inventory and Pavement Management System.

Street Lighting: The City agrees to operate under the existing agreement with Clackamas County Service District No. 5 for administration of street lights, as outlined in Section 6.12 of the City of Happy Valley Zoning and Development Ordinance, in any future annexations. The City agrees to require annexation to Service District No. 5 at the time of annexation of new parcels to the City, if the area being annexed is not already a part of Service District No. 5.

4. AMENDMENT.

This Agreement may be modified in writing by mutual consent of both parties.

5. TERMINATION.

This Agreement may be terminated at will by the County DTD or the City prior to the Effective Date. Thereafter, this Agreement shall continue unless terminated by the City or the County upon 12 months advance notice provided to the other of the intent to terminate.

6. ADDITIONAL PROVISIONS.

6.1. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

6.2. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way.

- 6.3 Employee Protection Provision. Employees shall be protected under the provisions of Oregon Revised Statutes 236.610.
- 6.4. Notices. Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Stephen A. Rhodes, Clackamas County Administrator
906 Main Street, Oregon City Oregon, 97045

Bill Brandon, City Administrator
12915 SE King Road, Happy Valley, OR, 97236

Thomas J. VanderZanden, Director Department of Transportation and Development, 9101 SE Sunnybrook Blvd., Clackamas, OR, 97015

These addresses may be changed by notice to all other parties in the manner provided in this Section.

- 6.5. Excused Performance. In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance which is not within reasonable control of the party to be excused.
- 6.6. No Third-Party Beneficiaries. The parties to this Agreement are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons.
- 6.7. Nonwaiver. Failure by any party at any time to require performance by any other party or parties of any of the provisions hereof shall in no way affect such party's rights hereunder to enforce the same, nor shall any waiver by any party or parties of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.
- 6.8. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, and all of such counterparts shall constitute one Agreement. Counterparts of executed signature pages may be attached to any one or more counterparts of this Agreement. To facilitate execution of

IGA with Happy Valley for DTD
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this Agreement, the parties may execute by facsimile transmission counterparts of the signature pages.

DATED AND EFFECTIVE this 4th day of April, 2000

IT IS SO AGREED:

CLACKAMAS COUNTY

CITY OF HAPPY VALLEY

By: *J. U. Keenan*
Chair, Board of County Commissioners

By: *Egon Gant*
Mayor of Happy Valley

Address: 906 Main Street
Oregon City, OR 97045

Address: 12915 SE King Road
Happy Valley, OR 97236

Date: 4/4/00

Date: 4/4/00