



**Resolution No. 99-817**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
(IGA) TO TRANSFER THE CITY'S ELECTRICAL INSPECTION PROGRAM  
FROM THE CITY OF SHERWOOD TO WASHINGTON COUNTY AND  
ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, ORS 190.010 provides that units of government may 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; and

**WHEREAS**, in the interest of furthering economy and efficiency in the local government; and

**WHEREAS**, the City no longer wants to administer the electrical code as part of its building permit program and wants the County to administer the electrical code within the City; and

**WHEREAS**, pursuant to ORS 455.150(5), if the City does not administer the electrical code, the County shall administer the code within the City; and

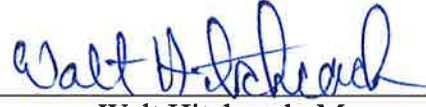
**WHEREAS**, under ORS 455.150, if the City does not request the electrical permit program revert back to the State, it may by agreement have the County perform that service until the notices required by statutes are given and the County can assume the program by July 1, 2000.

**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

Section 1: The County shall assume responsibility for issuing electrical permits and conducting electrical inspections within the limits of the City as of the last date that the governmental agreement, shown here as Attachment A, is signed. The County shall conduct requested electrical inspections for pending permits for which fees have been paid.

Section 2: This agreement terminates on July 1, 2000.

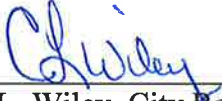
Duly passed by the City Council this 14<sup>th</sup> day of September 1999.



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Walt Hitchcock, Mayor

ATTEST:



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C.L. Wiley, City Recorder

## INTERGOVERNMENTAL AGREEMENT

BETWEEN

### CITY OF SHERWOOD AND WASHINGTON COUNTY

This agreement is entered into, on the last date shown on the signature page, by WASHINGTON COUNTY, hereinafter COUNTY and the CITY OF SHERWOOD, hereinafter CITY, both political subdivisions of the State of Oregon.

WHEREAS, ORS 190.010 provides that units of government may 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; and

WHEREAS, in the interest of furthering economy and efficiency in local government; and

WHEREAS, CITY no longer wants to administer the electrical code as part of its building permit program and wants the COUNTY to administer the electrical code within the CITY; and

WHEREAS, pursuant to ORS 455.150(5), if the CITY does not administer the electrical code, the COUNTY shall administer the code within the CITY; and

WHEREAS, under ORS 455.150, if CITY does not request the electrical permit program revert back to the State, it may by agreement have the COUNTY perform that service until the notices required by statute are given and the COUNTY can assume the program by July 1, 2000; and

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. COUNTY shall assume responsibility for issuing electrical permits and conducting electrical inspections within the limits of CITY as of the last date that this agreement is signed. COUNTY shall conduct requested electrical inspections for pending permits for which fees have been paid.
2. This agreement terminates on July 1, 2000.
3. CITY shall notify the State Department of Consumer and Business Services, Building Codes Division by October 1, 1999, that it will no longer administer the electrical code within the CITY as of July 1, 2000 and that pursuant to this agreement, the COUNTY shall administer the electrical code until July 1, 2000. The administration of the electrical code, shall automatically pass to the COUNTY as of July 1, 2000 pursuant to ORS 455.150(5).
4. COUNTY shall notify the State Department of Consumer and Business Services, Building Codes Division by October 1, 1999 that it will assume responsibility for administering the electrical code within CITY pursuant to this Agreement between the date of this agreement and July 1, 2000 and that after July 1, 2000, the COUNTY shall have direct responsibility for administering the electrical code.

5. CITY currently has \$88,899.49 in its account for electrical inspections as of July 1, 1999. Within two weeks of the signing of this agreement, CITY shall transfer \$88,899.49 to COUNTY, with any adjustment to this amount representing actual permit fees received from July 1, 1999, to the date of the agreement or expenses to operate the program during this period including an expense of paying the electrical inspector's wages for September 1, 2, and 3, 1999.
6. Pursuant to ORS 236.610-640 and following the laws in those statutes concerning authority of employer, the benefits, pay, and rights of a transferred employee, as of the date of this agreement, CITY shall transfer to COUNTY the CITY employee who currently conducts electrical inspections for CITY.
7. The employee transferred shall begin work as a temporary employee with COUNTY on September 6, 1999. COUNTY shall pay COBRA for employee for the month of September, 1999. Employee shall be covered by COUNTY health insurance as of October 1, 1999. This agreement shall be retroactive as to September 6, 1999, so that the temporary employee will then be considered a transferred employee and subject to the rights and benefits of a transferred employee as of September 6, 1999.
8. COUNTY and CITY agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
9. This agreement constitutes the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification, or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

In WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the date set below their signatures. CITY and COUNTY may make these signatures in counterpart on separate signature sheets.

**WASHINGTON COUNTY, OREGON**

**CITY OF SHERWOOD, OREGON**

By: Tom Brian  
 TOM BRIAN, Chairman  
 Washington County  
 Board of Commissioners

By: Walt Hitchcock  
 WALT HITCHCOCK, Mayor  
 City of Sherwood

Date: 9-7-99  
 MO 99-400

Date: 9-14-99

Approved as to form:  
Al C. Ryley  
 County Counsel

Approved as to form:  
Allyson Hattelman  
 City Attorney