

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

09-4-15-1

**IN THE MATTER OF APPROVING THE
INTERGOVERNMENTAL AGREEMENT
CONTRACT AMENDMENT #2, BETWEEN THE
DEPARTMENT OF CONSUMER AND BUSINESS
SERVICES (DCBS), BUILDING CODES DIVISION
AND LANE COUNTY TO ACCEPT APPLICATIONS
AND FEES FOR OWNERSHIP DOCUMENT
TRANSACTIONS AND TRIP PERMITS**

THIS MATTER having come before the Board of County Commissioners for approval of an Amendment to an Intergovernmental Agreement between Department of Consumer and Business Services (DCBS), Building Codes Division and Lane County to accept applications and fees for ownership document transactions and trip permits as an agent of the DCBS.

WHEREAS, Lane Manual 21.145 requires delegation of authority for contracts that are amended or modified, per LM 21.147, and

WHEREAS, Board Order 07-6-6-2 authorized the County Administrator to amend the original agreement from June 2007, through June 30, 2009 and the Assessor and the State of Oregon, Department of Consumer and Business Services (DCBS) are desirous of extending the agreement indefinitely, and

WHEREAS, the term of the base contract began November 1, 2005 and may continue indefinitely, with the newly amended agreement providing that either party may terminate the agreement without cause on 60 days written notice.

IT IS HEREBY ORDERED that the Board of County Commissioners delegate authority to the County Administrator to execute the Intergovernmental Agreement between the DCBS, Building Codes Division and Lane County to accept applications and fees for ownership document transactions and trip permits as an agent of the DCBS, in substantial conformity with the attached Exhibit "A".

Signed this 15th day of April, 2009



Pete Sorenson, Chair
Lane County Board of Commissioners

**AMENDMENT #2 TO 90G000081
INTERGOVERNMENTAL AGREEMENT CONTRACT**

1. This agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division, hereafter called the Division, and Lane County, hereafter County.
2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets and strikethrough):

Division's Contract Administrator for this Agreement is Roseanne Nelson.

II. Terms of Agreement:

This agreement becomes effective November 1, 2005, or when all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later. This Agreement shall remain in effect until [~~June 30, 2009~~] its termination in accordance with section IV.

III. Amendments:

[~~The term of this Agreement may be extended for time in one or two year increments.~~] Attachment A of this Agreement may be amended as provided for in Section I, paragraph 4. Amendments to this Agreement must be in writing and signed and dated by both parties, and all necessary approvals must be obtained.

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

COUNTY

By: _____

Title: _____

Phone: _____

Date: _____

DIVISION

By: _____

Patrick Allen, Deputy Administrator

Date: _____

By: _____

Sarah Roth, DPO

Date: _____



Oregon

Theodore R. Kulongoski, Governor

Department of Consumer and Business Services

RECEIVED

NOV 23 2005

LANE COUNTY
ASSESSMENT & TAXATION

Building Codes Division
1535 Edgewater Street NW
PO Box 14470
Salem, OR 97309-0404
(503) 378-4133
FAX (503) 378-2322
TTY (503) 373-1358
<http://www.oregonbcd.org>

November 17, 2005

Lane County Assessor
Jim Gangle
125 East 8th Ave
Eugene, OR 97401

Re: Intergovernmental Agreement (IGA) #90G000081

Enclosed for your files is a fully executed copy of the IGA for processing of manufactured ownership documents and trip permits.

If you have any questions or concerns feel free to contact me.

Sincerely,

Sarah L Roth
Building Codes Division
Fiscal & Business Services Asst. Manager
Contract Administrator
503.373.1258
sarah.l.roth@state.or.us

cc: contract file

RECEIVED

NOV 23 2005

INTERGOVERNMENTAL AGREEMENT
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
AND
LANE COUNTY, OREGON

906000081

LANE COUNTY
ASSESSMENT & TAXATION

This intergovernmental agreement ("Agreement") is between the State of Oregon, Department of Consumer and Business Services ("Department") and Lane County, a political subdivision of the State of Oregon ("County"). This Agreement is made pursuant to ORS 190.110 and ORS 446.646. Whereas beginning May 1, 2005, pursuant to ORS 446.646, a county "carrying out functions under ORS 446.566 to ORS 446.646 related to manufactured structure ownership documents and trip permits is an agent of Department with regard to those functions;" Whereas, pursuant to ORS 446.646(2), the Department is authorized to adopt appropriate fees to cover the cost of such services by Department and by County as agent for Department; Whereas Department has developed the LOIS system as an electronic system to track all transactions associated with manufactured structure ownership and movement; and Whereas County and Department seek to work together to process ownership document and trip permit applications for manufactured structures and to cooperate in the collection and allocation of fees for such services.

Therefore, Department and County agree to the following terms and conditions:

I. Work to be Accomplished:

1. County, on behalf of Department, will accept applications and fees for ownership document transactions and trip permits. County agrees to charge the fees listed in ORS 446.646 or, if Department adopts an administrative rule amending these fees, to charge the fees listed in the administrative rule. County shall not refund fees that it has received.
2. County agrees to use the LOIS computer system to enter all ownership document transaction and trip permit information fields necessary to complete the transaction in the LOIS system within a reasonable time following receipt of the application for an ownership document or trip permit by County.
3. Department agrees to pay County a processing fee for ownership document transactions as established in Attachment A of this Agreement, which is incorporated by reference herein. County will remit to Department the amount of the fee received by County, less the amount allocated to County in Attachment A. County will retain all monies collected for trip permits. County will remit payment for all ownership document transactions to Department no later than the 15th of the calendar month following the month in which the transactions were made. Monthly remittances must equal County's liability listed in Department's Monthly Transaction Summary Report, which will be available at the close of business each month in the LOIS system. If the report is not available at the close of business, County may remit payment 15 days after the report is made available. County shall remit the total amount due to Department in the form of a check, credit card payment, cash, or transfer through the Oregon State Treasury.
4. Fees listed in Attachment A are effective November 1, 2005. These fees may be adjusted upward or downward by the Department if it is determined that adjustment of a fee is appropriate. Amendments to Attachment A shall be provided 60 days before such amendments take effect.
5. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles.

6. Department shall retain, in accordance with applicable record retention requirements, all State approved forms associated with the State's responsibility for manufactured home ownership. County shall submit records to the Department in a time frame prescribed by the Department.

7. Any error, omission, or act of negligence by County, as agent, shall be attributed to the Department, as principal.

II. Terms of Agreement:

This agreement becomes effective November 1, 2005, or when all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later. This Agreement shall remain in effect until June 30, 2007.

III. Amendments:

The term of this Agreement may be extended for time in one or two year increments. Attachment A of this Agreement may be amended as provided for in Section I, paragraph 4. Amendments to this Agreement must be in writing and signed and dated by both parties, and all necessary approvals must be obtained.

IV. Termination:

This Agreement may be terminated by either party with 60 days written notice. Termination of this Agreement shall be without prejudice to any rights or remedies accruing to any party prior to such termination.

LIMITATION OF LIABILITIES. NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT OR (II) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

V. Merger and Waiver:

This Agreement constitutes the entire agreement between the parties and supercedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement. No waiver or consent shall bind a party except as provided in Section III above. The failure of Department to enforce any provisions of this Agreement shall not constitute a waiver of that or any other provisions.

VI. No Third Party Beneficiaries:

Department and County are the only parties to this Agreement and 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, indirectly or otherwise, to any third person or persons unless such persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

VI. Signatures

Lane County

William A. Van Vactor
Signature

William Van Vactor, County Administrator
Title

Joan M. Fraser 11/7/05
State of Oregon Date
Department of Consumer Business Services.

11-1-05
[Signature]

11/1/05

Date
125 East Eighth Ave

Address
Eugene OR 97401

(541) 682-6798

Phone
93-6002303

Federal Tax ID Number

This agreement has been approved by the State of Oregon, Department of Justice for legal sufficiency and its use as a form agreement for any Oregon county.

See memo in file 9/16/05
Department of Justice Date

Chris Witt 11/9/05
Department Contract Administrator: Date

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Attachment A
Fee Allocation
INTERGOVERNMENTAL AGREEMENT
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
AND
Lane County, OREGON

Part I. Payment Provisions

The County will accept payment on behalf of the Department for ownership document transactions and trip permits. The fee to process an ownership document (new and used) is \$55. The fee for a trip permit is \$5 per section. The County agrees to charge established Department fees. The Department agrees to allow County to retain \$30.00 for each ownership document transaction completed. The County will remit to the Department as indicated in the table below:

	Statutory Fee	Remit to Department
Ownership document transactions	\$55.00	\$25.00 per transaction
Trip Permits	\$5.00 per section	\$.00

Subject: Manufactured Structure Fee Remittance Process

Attn: Accounts Payable / Fiscal Manager

Reporting. Charges for manufactured structure ownership documents and trip permits will be captured in the LOIS System. Month-to-date activity can be viewed at any time by accessing the Monthly Statement of Fees Collected.

Monthly Statement. On the first day of each month, total fees collected the previous month and the portion due DCBS will be available for viewing and printing. Responsible County personnel should review listed transactions as soon as possible and contact Sherry Mitchell, with questions or issues regarding specific transactions and/or calculation of portion due to DCBS. All transactions and the portion, if any, due to DCBS for each will be calculated and totaled on the report. **Payments by mail must include the remittance coupon appearing at the bottom of the first page of the report.**

Remittance Calculation. Fees collected for trip permits are to be retained in full by the County. Individual transactions will be listed, with full fee included in County Retention column, leaving 0.00 Payable to DCBS for each permit.

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Entry Staff</u>	<u>Home ID</u>	<u>Transaction Amount</u>	<u>County Retention</u>	<u>Payable to DCBS</u>
05/01/05	TRIP PERMIT	SMITH CC	384729	5.00	5.00	0.00

Transaction listings for fees collected for ownership documents will include computation of portion to be retained by the County and net due DCBS for each document.

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Entry Staff</u>	<u>Home ID</u>	<u>Transaction Amount</u>	<u>County Retention</u>	<u>Payable to DCBS</u>
05/01/05	HOME CHANGE	SMITH CC	384729	55.00	30.00	25.00

Payment Due Date. Payments are due to DCBS no later than the 15th of the month following the month in which the ownership change transaction(s) took place: fees due DCBS for May transactions are due no later than June 15th, June transactions by July 15th, etc.

Payment Methods. County may remit total due to DCBS by any of the following means: check, credit card, cash or transfer through the Oregon State Treasury. Payments by mail **must** include the remittance coupon that appears at the bottom of the first page of the Monthly Statement of Fees Collected. **DO NOT combine this payment with any other remittance to DCBS for Local Government Surcharges, Boiler Permits, Elevator Permits, Licenses, etc.** Payments received by mail without the remittance coupon, or combined with other payment types, cannot be applied directly to the County account by Cashiering, and may be considered delinquent if manual application cannot be accomplished by the due date.

Contact Person(s). For program questions regarding the LOIS System, apportioning or waiving of fees, or the content of the Monthly Statement of Fees Collected, contact Sherry Mitchell, 503-373-1309. For questions regarding status of payment application, account balance, or other fiscal matters, contact Nancy Klagge, 503-373-7731, or Susie Stevens, 503-378-3302.

**AMENDMENT #1 TO 90G000081
INTERGOVERNMENTAL AGREEMENT CONTRACT**

1. This agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division, hereafter called the Agency, and Lane County, hereafter County.

2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

II. Terms of Agreement:

This agreement becomes effective November 1, 2005 or when all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later. This Agreement shall remain in effect until June 30, 2009.

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

CONTRACTOR

By: William A. Unketter Title: Administrator Date: 6-22-07

Federal Tax ID#: 93-6002303

Phone number: 941-682-4344

AGENCY

Authorized Signature: Jean M. Fran Title: Deputy Administrator Date: 6-28-07

Agency Signature: Cary Thompson Title: Contract Officer Date: 6-29-07

6/21/07
Heidlow