



DAN JOHNSON
DIRECTOR

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

February 5, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Portland for as-needed building plans review assistance. Estimated Agreement Value is \$150,000 for 3 years. Funding is through permitting revenue. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	1. Safe, Secure and Livable Communities 2. Public Trust in Good Government		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Matthew Rozzell	Contact Phone	503-742-4744

EXECUTIVE SUMMARY: Through authority delegated by the State of Oregon, the Department of Transportation and Development (DTD) Building Codes Program provides fire/life safety, structural, mechanical, electrical and plumbing permitting, plan review and inspection services. During times of high work volumes, or large-scale complex projects, the Building Codes Program may need additional staffing and technical assistance to perform required plan reviews.

As an example, the Kaiser Hospital project at Sunnyside Road has specialty mechanical systems which require a higher level of plan review that is best completed by a mechanical engineer. The City of Portland's Bureau of Permitting and Development (PP&D) has multiple mechanical engineers on staff with the technical expertise and certifications to review these types of systems.

This Intergovernmental Agreement (IGA) will be used on an as needed basis and is effective from the date of signing until December 31, 2028. This IGA is also a two-way agreement, as it does allow PP&D to request plan review assistance from Clackamas County. As this is an as needed and reciprocal IGA, the total value is based upon anticipated work volumes.

Having this IGA allows the Building Codes Program to utilize plan review services without hiring specially licensed and certified staff. It also meets the business goal of providing high quality services in a timely manner and ensures that properly

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certified staff are available to perform complex plan reviews.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement between the City of Portland, acting by and through the Bureau of Permitting and Development (PP&D), and the Department of Transportation and Development's Building Codes Program for as needed plan review services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW SERVICES

BETWEEN: Clackamas County, (Clackamas)
a unit of local government of the State of Oregon

AND: City of Portland, (Portland)
a unit of local government of the State of Oregon

EXPIRATION DATE: December 31, 2028

RECITALS

- A. ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have the authority to perform.
- B. Clackamas and Portland desire to enter into an Intergovernmental Agreement (this "Agreement") to purchase or provide the Services described herein. Clackamas and Portland may be referenced individually as "Party" or collectively as "Parties." The Services provided shall be on the terms and conditions set forth herein and in the following exhibits, which are listed in order of precedence:

Exhibit A: Scope of Services

Exhibit B: Compensation Schedule

AGREEMENT

1. **Services to be Provided.** The Parties shall provide the Services described in **Exhibit A** to each other when requested and mutually agreed.
2. **Term and Renewals.** This Agreement shall become effective upon its adoption by both Parties. The initial term of this Agreement shall expire, unless terminated or renewed, on the expiration date shown in the caption of this Agreement. Upon completion of the initial term, the Parties may elect to extend this Agreement for additional terms by amendment and mutual agreement of the Parties.
3. **Consideration.** The consideration which the Party receiving Services shall pay to the Party providing Services, for both the work performed and the expenses incurred by the Party in performing the work, shall be based on the schedule of rates described in **Exhibit B**. The Party receiving Services shall make progress payments, based on monthly invoices from the Party providing Services, together with a progress report containing a summary of the work completed if requested by the Party receiving Services. The Party receiving Services shall make payment within 30 days after receiving a properly submitted invoice.
4. **Termination.** Upon fifteen days' prior written notice delivered to the persons designated herein, either Party, without cause, may terminate its participation in this Agreement. In the event of termination, the Parties shall pay for work performed to the date of termination.

5. **Force Majeure.** Neither Party is responsible for any failure to perform or for any delay in the performance of any obligation under this Agreement caused by public health emergency, fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching Party's reasonable control. The Parties shall, however, make all reasonable efforts to remove or eliminate the cause of delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement. Either Party may terminate this Agreement upon written notice to the other Party after it reasonably determines that the delay or breach will likely prevent successful performance of this Agreement.
6. **Records/Inspection.** The Parties shall maintain financial records of the costs and revenues generated under this Agreement for a period of not less than six (6) full fiscal years following completion of this Agreement. Upon reasonable advance notice, the Parties or their authorized representatives may from time to time inspect, audit, and make copies of any of the other Party's records that relate to this Agreement.
7. **Indemnification.** To the extent legally possible, within the limits and subject to the restrictions of the Oregon Constitution and the Oregon Tort Claims Act (ORS30.260 through 30.300), each Party shall indemnify and hold the other Party, its officers, agents, and employees, harmless from and against any and all claims, actions, liabilities, and other costs of defense, including attorney fees, arising out of or in any way related to any act or failure to act by the Party, its employees, agents, officers, and contractors, arising from the performance of Services under this Agreement.
8. **Subcontracting.** The Parties shall not subcontract work under this Agreement, in whole or in part.
9. **Assignment.** The Parties shall not assign this Agreement, in whole or in part, or any right or obligation hereunder.
10. **Compliance with Laws.** The Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of Services under this Agreement.
11. **Ownership of Work Product.** All work products of the Party providing Services under this Agreement shall be the exclusive property of the Party receiving Services and shall be delivered to the Party receiving Services upon completion of the work or termination of this Agreement. The Parties may retain copies of any work product.
12. **Notices.** Any notice permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for electronic transmission (email) are set forth below, notices may be delivered by email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail, and notices sent by email will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in this Agreement, required notices must be signed by the person designated to receive notices or that person's designee or attorney.

City of Portland:

Natalie Didion, Building Official
Portland Permitting & Development
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201
503-823-8627
natalie.didion@portlandoregon.gov

Clackamas County:

Matthew Rozzell, Building Codes Administrator
Building Codes Program
Department of Transportation and Development
Clackamas County
150 Beaver Creek Road, #225
Oregon City, Oregon 97045
503-742-4744
mrozzell@clackamas.us

Each Party shall notify the other of any change in the name, address, or email instructions to be used for delivery of notices.

13. **Dispute Resolution.** The Parties shall exert every effort to cooperatively resolve any disagreements that may occur under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they may agree to present their disagreements to a mutually agreeable mediator for mediation. Each Party shall bear its own costs for mediation, and the Parties shall share the cost of the mediator.
14. **Integration.** This Agreement embodies the entire Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations, or agreements, either oral or written, between the Parties. This Agreement shall not be amended except in writing signed by both Parties.
15. **Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

CLACKAMAS COUNTY

Signature: _____

Print Name: Craig Roberts

Title: Chair

Date: _____

CITY OF PORTLAND

Signature: Raymond C. Lee III Digitally signed by Raymond C. Lee III
Date: 2026.01.22 14:48:19 -08'00'

Print Name: Raymond C. Lee

Title: City Administrator

Date: 01/22/2026

EXHIBIT A: Scope of Services

The Parties shall:

1. Provide plan review services to verify compliance with the provisions of one or more Oregon Specialty Codes as mutually agreed by the Parties for each project.
2. Ensure that the plan reviewers providing Services under this Agreement have active Oregon Certifications to cover the work. The name(s) of the assigned plan reviewer(s) will be provided to the Party receiving Services for each project.
3. The Party providing Services shall provide the Project Coordinator for the Party receiving Services with the estimated work hours by staff classification for initial project review along with the date in which the plan reviewer(s) can commit to completing the initial review ("commitment date").
4. Once a work estimate and commitment date are agreed upon, the Party providing Services shall perform plan review(s) and return either an approval or itemized list(s) of needed corrections to the Party receiving Services on or before the commitment date. The specific code section reference(s) for each review item will be included to comply with Cite-it/Write-it Rules.
5. The Party providing Services shall coordinate with the Building Official of the Party receiving Services to obtain the Building Official's approval of all code interpretations, modifications, waivers, and alternate materials & methods requests.
6. Provide the Project Coordinator the list of required inspections and special inspections for each project based on the submitted plans and applicable code(s).
7. Invoices for services must provide an accounting of actual time spent on each plan review by each staff classification.

Building Official Authority

Cities and counties each administer state building regulations pursuant to ORS 455.148 or ORS 455.150. Cities and counties each have an appointed Building Official as provided for under those same statutes. Under this Agreement, the Portland Building Official is responsible for and retains all authority over application and interpretation of the Oregon Specialty Codes and approval of plan reviews for projects within Portland's jurisdiction. The Clackamas Building Official is responsible for and retains all authority over application and interpretation of the Oregon Specialty Codes and approval of plan reviews for projects within Clackamas's jurisdiction.

EXHIBIT B: Compensation Schedule

Compensation

The Parties agree to provide plan review services on a time and materials basis using the active charge out rate for labor (salary and benefits), plus overhead and indirect costs for the employee providing services. Charge out rates are updated each fiscal year and each agency shall provide notice of the current hourly billing rate(s) prior to work being performed using new rates in a fiscal year.

Invoices

After this Agreement has been executed by both Parties, the Party receiving Services will provide the Party providing Services with the recording number of the IGA authorizing cooperative services. The Party providing Services must include the related recording number as a reference on the invoice. Invoices shall reference the Services provided and itemize the hours worked. Payment shall be made not later than 30 days after receipt of a properly submitted invoice.

The Parties shall submit invoices by email to the following:

Clackamas County - Transportation and Development, Office of the Director
DTDFinancial@clackamas.us

Matthew Rozzell, Transportation and Development, Building Codes Program
mrozzell@clackamas.us
Transportation and Development -

City of Portland
douglas.morgan@portlandoregon.gov
Attn: Douglas Morgan
Building Code Review Division
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201