

RESOLUTION NO. 153

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR THE PROVIDING OF PLUMBING INSPECTOR SERVICES.

WHEREAS, the City of Troutdale has requested that the City of Gresham provide certain services including inspection of new construction by Certified Plumbing Inspectors, and

WHEREAS, the City of Gresham has in it's employ a plumbing inspector certified by the State of Oregon.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT the City of Troutdale enter into an agreement in the form attached hereto, marked Exhibit "A" and made a part of this Resolution as though fully set forth herein, and

BE IT FURTHER RESOLVED that the City Administrator of the City of Troutdale be authorized to execute the agreement in behalf of the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE on the 28th day of June, 1977.

YEAS: 6

NAYS: 0

SIGNED by the Mayor of the City of Troutdale on the 29 day of June, 1977.

  
R. M. STURGES - Mayor

ATTEST:

  
B. J. BERGSTROM - Recorder

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 1977,  
between THE CITY OF TROUTDALE, a Municipal Corporation of the State of  
Oregon, hereinafter referred to as Troutdale, and THE CITY OF GRESHAM,  
a Municipal Corporation of the State of Oregon, hereinafter referred  
to as Gresham,

W I T N E S S E T H:

WHEREAS, Gresham has within its employ, plumbing code enforce-  
ment officials certified by the State of Oregon, qualified to inspect  
and detect defects and violations of the plumbing code in force in the  
City of Troutdale, and

WHEREAS, the City of Troutdale does not have a need for a full  
time employee to perform the services of a certified plumbing inspector,  
and

WHEREAS, Troutdale and Gresham are authorized by ORS 190.010  
and other laws of the State of Oregon, to enter into a written agree-  
ment for the performance of any or all functions and activities that  
a party to the agreement, its officers or agents, have authority to  
perform;

NOW, THEREFORE, IT IS AGREED:

1. FUNCTIONS TO BE PERFORMED BY TROUTDALE:

(a) Troutdale shall collect all fees for plumbing permits  
issued in the City of Troutdale.

(b) Troutdale shall receive applications for building  
permits and issue permits to builders and owners and Gresham shall have  
no responsibility for receiving such applications or issuing such per-  
mits.

(c) Troutdale shall keep records of all building per-  
mits issued and prepare a monthly statement on or before the 10th day  
of each month following the month in which services are performed by  
Gresham. The aforesaid statement shall indicate all of the fees collect-  
ed and plumbing permits issued in Troutdale during the preceeding month

and shall be accompanied with payment to Gresham for services rendered in an amount as set forth hereinafter.

(d) Troutdale shall maintain full control and responsibility for the prosecution of any violation of the plumbing code. All costs of such prosecution shall be paid by Troutdale. All stopwork or similar orders shall be issued by Troutdale under its authority but notices of such orders may be placed upon construction sites by the plumbing inspector performing duties pursuant to this agreement.

(e) Troutdale shall collect any and all fees and surcharges levied or assessed by the State of Oregon or other jurisdiction, perform all accounting functions associated therewith and make payment as appropriate.

(f) Troutdale shall prepare and submit all reports required by the State of Oregon or other jurisdictions.

(g) Troutdale shall perform all other duties and responsibilities ordinarily associated with development and construction of the property and structures within the City of Troutdale which are not specifically enumerated below as the responsibilities and duties of Gresham under this agreement.

2. DUTIES AND RESPONSIBILITIES OF GRESHAM:

(a) Gresham shall be responsible for and perform the following functions and activities:

(1) Upon notification by Troutdale, Gresham, its agent or employee, shall obtain the appropriate application and plans from Troutdale, review the application, calculate the permit fees, check the plans for plumbing code compliance, and return the application and plans to Troutdale.

(2) Gresham shall pay the wages and all related benefits of the plumbing inspector performing services hereunder.

(3) Upon request for an inspection from the Owner or Builder, which shall be made directly to Troutdale, a certified plumbing inspector provided by Gresham shall perform inspections to determine the plans of the builder or owner with the State or other applicable plumbing code.

(4) Gresham shall perform the aforesaid work without giving priority to either Troutdale or Gresham's inspection requests and shall perform said work consistent with the efficient employment of the plumbing inspectors.

(5) Gresham shall coordinate the services enumerated herein with the appropriate members of the Troutdale staff and shall perform the aforesaid services upon request of Troutdale.

(6) Gresham shall make all inspections ordinarily performed by the plumbing inspector and upon completion, the plumbing inspector shall notify Troutdale.

3. APPLICABLE BUILDING CODE: This agreement is entered into by the parties hereto upon the assumption that the uniform building code as promulgated by the Department of Commerce, State of Oregon, shall be the code in effect and used by the City of Troutdale.

4. PAYMENT: Troutdale agrees to pay Gresham for the services performed pursuant to this agreement in an amount equal to 75% (seventy-five percent) of all plumbing fees, whether or not collected, for plumbing permits issued in Troutdale for which inspections are performed. The payment of the aforesaid sums shall be made on or before the 10th day of each month following the month during which the services are performed.

5. FEE SCHEDULE: This agreement is made upon the condition that the payment set forth in the preceding paragraph be based upon plumbing permit fees as set forth in the schedule attached hereto, marked Exhibit "A" and made a part of this agreement as though fully set forth herein. The aforesaid fee schedule may be changed from time to time and shall become effective \_\_\_\_\_ days after Gresham provides notice of the change and a copy of the new fee schedule.

6. TERM: This agreement shall become effective upon the signing by the City Administrator of Troutdale and the person authorized to sign in behalf of Gresham and shall continue thereafter until terminated by either party. Termination shall be effective 90 days after written notice is provided the other party.

7. LIMITATION OF AGREEMENT: Gresham agrees to provide inspections within the geographical boundaries of the City of Troutdale. This agreement shall be limited to those boundaries. Troutdale shall have no power to require the plumbing inspector of Gresham to perform any services beyond its boundaries.

8. HIRING AND TERMINATION OF EMPLOYEES: Gresham agrees to notify Troutdale prior to receiving applications and hiring additional or replacement plumbing inspectors. Troutdale shall be provided an opportunity to comment and advise on the hiring of such individuals. In the event of termination of this agreement and the subsequent performance of the plumbing inspection by Troutdale, Troutdale agrees to consider any person employed by Gresham and performing work under this agreement whose job has been terminated because of the termination of this agreement, when and if Troutdale hires a person to perform the same or similar task. In such event and if such an individual is hired by the City of Troutdale, Troutdale agrees to grant such person all rights of seniority and employee benefits as were accorded the same individual so employed by Gresham.

9. INSURANCE AND INDEMNITY: Gresham agrees to maintain Workmen's Compensation, health and accident insurance on any plumbing inspector employed by Gresham who performs services under this agreement and further agrees to provide liability insurance upon any vehicle employed by such persons while performing services within the City of Troutdale. Troutdale shall assume all other liability connected with this agreement including but not limited to liability owing to any third person resulting from the negligent performance of the employee's duties pursuant hereto. Troutdale agrees to save and hold harmless the City of Gresham, its officers, agents and employees of any and all liability arising out of the performance of this agreement within the City of Troutdale and Troutdale further agrees to defend any action, suit, demand or claim made against Gresham as a result of performance of this agreement.

IN WITNESS WHEREOF, the City of Troutdale and the City of Gresham

pursuant to Resolutions of their perspective Councils, duly and legally adopted, have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

THE CITY OF TROUTDALE

By: \_\_\_\_\_

THE CITY OF GRESHAM

By: \_\_\_\_\_