

RESOLUTION NO. 438-R

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MULTNOMAH FOR THE PROVIDING OF PLUMBING INSPECTOR SERVICES.

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

WHEREAS, the County of Multnomah 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 on behalf of the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE on the 28 day of July, 1981.

YEAS: 4

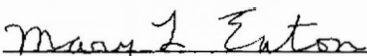
NAYS: 1 (Dan Lowe)
1 abstention - Helen Althaus

SIGNED by the Mayor of the City of Troutdale on the 29th day of July, 1981.



R. M. STURGES/- Mayor

ATTEST:



~~Jessie Wilcox - Recorder~~
Mary L. Eaton
Deputy City Recorder

A G R E E M E N T

THIS AGREEMENT is entered into by and between MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon, hereinafter called "County", and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter called "City",

WHEREAS, County, through its Department of Environmental Services/ Permit Section, has state certified personnel to do plumbing inspection pursuant to O.R.S. Chapter 456, and

WHEREAS, City lacks state certified personnel to do plumbing inspection, and

WHEREAS, County is prepared and able to perform plumbing inspection as may be required within the City, and

WHEREAS, County and City are authorized by O.R.S. 190.010 and other laws of the State of Oregon to enter into a written agreement for the performance of any and 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 City:

(a) The City shall issue building and plumbing permits to builders and owners.

(b) The City shall collect all fees for building and plumbing permits issued in the City of Troutdale.

(c) The City shall keep records of all building and plumbing permits issued and shall make such records available to the County upon request.

(d) The City 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.

(e) The City shall notify the County of all plumbing inspections to be performed by the County.

(f) The City shall have the sole authority and responsibility for enforcing compliance with the City's zoning, land use and other laws and regulations prior to the issuance of building and plumbing permits.

(g) The City shall charge plumbing permit fees equal to or greater than the plumbing permit fees as the County shall from time to time charge.

(h) The City shall collect and remit to the County plan review fees equal to the plumbing plan review fees charged by the County from time to time.

(i) The City shall pay the County monthly by check, 80% of all plumbing permit fees (including the sewer inspection portion) and plumbing plan review fees.

2. Functions and Responsibilities of County:

(a) The County shall, within the City, do all plumbing inspection for which the City does not have certified personnel.

3. Administrative Procedures: All administrative procedures governing the implementation of this agreement shall be in written form and approved by the City and County prior to implementation.

4. Limitation of Issuance of Plumbing Permits: The City shall not issue any plumbing permit for any structure having more than 4000 square feet and exceeding 20 feet in height, without the prior approval of the County.

5. Term: This agreement shall commence on the 1st day of July, 1981, and shall continue thereafter until terminated by either party. Termination shall be effective thirty (30) days after written notice is given by one party to the other.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this agreement this _____ day of _____, 1981.

COUNTY OF MULTNOMAH

By: _____

By: _____

CITY OF TROUBLEDALE

By: *Bill Stungis*

By: _____