

RESOLUTION NO. 670-R

A RESOLUTION AUTHORIZING THE MAYOR OF TROUTDALE TO ENTER INTO AN AGREEMENT WITH THE CITY OF WOOD VILLAGE FOR PROVISION OF SERVICES.

WHEREAS, the City of Wood Village is desirous of contracting for building, plumbing, electrical and mechanical plans review and inspection services, and

WHEREAS, the City of Troutdale has personnel certified to perform these services, and


WHEREAS, it is in the public interest of both cities to enter into this agreement

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

Mayor Sam Cox be authorized, on behalf of the City, to enter an agreement with the City of Wood Village.


ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS TWELFTH DAY OF MAY 1987.

YEAS: 4
NAYS: 0
ABSTENTION: 0



Sam K. Cox, Mayor
Date Signed: MAY 13, 1987

ATTEST:



Valerie J. Raghione
City Recorder

CD19|12

AGREEMENT

THIS AGREEMENT, made this 15th day of May, 1987, between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as Troutdale, and CITY OF WOOD VILLAGE, a municipal corporation of the State of Oregon hereinafter referred to as Wood Village,

WITNESSETH:

WHEREAS, Troutdale, through its Building Division has an inspection program to do building, plumbing and electrical inspections; and

WHEREAS, Troutdale has personnel certified to perform building and electrical plans review and inspections as provided in ORS Chapter 456; and

WHEREAS, Wood Village does not employ a certified building inspector at this time but does require the indicated services which Troutdale has the capability to perform; and

WHEREAS, Troutdale and Wood Village are authorized by ORS 190 and other laws of the State of Oregon to enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

NOW, THEREFORE, IT IS AGREED:

That Troutdale will assist Wood Village in the administering of building, plumbing and electrical permit and inspection programs mandated by State statutes and Wood Village ordinances in the following particulars:

1. Functions to be performed by Wood Village:
 - a. Wood Village shall receive applications for building, plumbing, mechanical and mobile home permits and issue permits to builders and owners.
 - b. Wood Village shall collect all fees for building, plumbing, mechanical and mobile home plan reviews and permits issued in Wood Village.
 - c. Wood Village shall keep records of all building, plumbing, mechanical and mobile home permits issued and shall make such records available to Troutdale upon request.
 - d. Wood Village shall prepare a monthly statement on or before the 15th day of each month following the month in

which services are performed by Troutdale. Said statement shall indicate all of the fees collected and permits issued in Wood Village during the applicable months and shall be accompanied with payment to Troutdale for services rendered in an amount as set forth hereinafter.

- e. Wood Village shall notify Troutdale of all inspections to be performed by Troutdale.
- f. Wood Village shall have sole authority and responsibility for determining and enforcing compliance with zoning, land use and other laws separate and distinct from the Uniform Building, Plumbing, Mechanical and Electrical Codes.
- g. Wood Village shall maintain full control and responsibility for the prosecution of any violation of codes as set forth in this agreement. All costs of such prosecution shall be paid by Wood Village. All stop work or similar orders shall be issued by Wood Village under its authority but notices of such orders may be placed upon construction site by the Building Official.
- h. Wood Village shall collect any and all fees and surcharges levied or assessed by the State of Oregon or other jurisdictions, perform all accounting functions associated therewith and make payment as appropriate.
- i. Wood Village shall perform all other duties and responsibilities ordinarily associated with development and construction of the properties and structures within the City of Wood Village which are not specifically enumerated below as responsibilities and duties under this agreement with Troutdale.

2. Duties and Responsibilities of Troutdale. Troutdale shall be responsible for and perform the following functions and activities for Wood Village:

- a. Troutdale shall make all building inspections ordinarily performed by the building inspectors up to and including a final inspection for which it ordinarily issues a certificate of occupancy or final inspection. Immediately upon completion of the final inspection, the building inspector shall notify Wood Village.
- b. Troutdale shall perform other inspections required or necessary to be performed by certified building inspectors on existing or occupied structures in Wood Village upon the request of Wood Village; payment therefore shall be upon the basis set forth below.
- c. Troutdale shall prepare such information as may be

required by the State Department of Commerce associated with the reporting of building inspection activities and provide such information to Wood Village.

- d. Troutdale shall pick up applications and plans from Wood Village, review the applications, calculate the permit fees, check the plans for building code compliance, and return the applications and plans to Wood Village.
- e. Troutdale shall review electrical permit applications, calculate permit fees, and issue permits for all electrical permits within Wood Village.
- f. Troutdale shall pay the wages and all related benefits for the building inspector performing the services hereunder.
- g. Upon request for inspection from the owner or builder, a qualified building inspector shall perform inspections to determine compliance for the owner or building with the State or other applicable building codes.
- h. Troutdale shall perform the aforesaid work without giving priority to either Wood Village or Troutdale's inspection requests and shall perform said work consistent with the efficient employment of building inspectors.
- i. Troutdale shall coordinate the service enumerated herein with the Wood Village Public Works Department.

3. Applicable Building Code: This agreement is entered into by the parties hereto upon the assumption that the Uniform Building, Plumbing, Mechanical and Electrical Codes, as promulgated by the Department of Commerce, State of Oregon, shall be the Codes in effect and used by Wood Village.

4. Payment. Wood Village agrees to pay Troutdale for the services performed pursuant to this agreement an amount equal to eighty percent (80%) of all chargeable fees, whether or not collected, for building, plumbing and mechanical permits issued in Wood Village for structures for which inspections are requested. The payment of the aforesaid sum shall be made on or before the 15th day of each month following the month during which the services are performed. If special inspections or complicated or sophisticated plan reviews are required, an additional charge above the aforesaid 80% may be made. If it becomes necessary to hire a consultant to perform the aforesaid task, Wood Village shall likewise reimburse Troutdale for the reasonable value of such consultant service. In either case Troutdale will notify Wood Village at the earliest possible time so that Wood Village may require such additional fee to be paid by applicant. Troutdale shall notify Wood Village in advance of incurring such services

estimated to be in excess of \$100.00. For non-standard work, Wood Village shall pay Troutdale at the rate of \$15.00 per hour (1 hr. minimum) for the work performed. The hourly rate may be changed by Troutdale and shall be effective 30 days after written notice is given to Wood Village.

5. Fee Schedule: This agreement is made upon the condition that payment as set forth in the preceding paragraph be based upon permit fees equal to or higher than the schedules attached hereto, marked Exhibit 'A' and made a part of this agreement as though fully set forth herein.
6. Term: This agreement shall become effective the 1st day of July, 1987, and may be amended or modified upon the written approval of both cities and shall continue until terminated. Wood Village and Troutdale shall review the terms of this agreement in March of each year for the following fiscal year. This agreement may be terminated by either party upon 30 days written notice to the other.
7. Administrative Procedures: All administrative procedures governing the implementation of this agreement shall be in written form, approved by both Wood Village and Troutdale prior to implementation.
8. Insurance and Indemnity: Troutdale agrees to maintain workers compensation, health and accident insurance on any building inspector employed by Troutdale who performs service under this agreement and further agrees to provide liability insurance upon any vehicle employed by such persons while performing service within Wood Village.
 - a. Wood Village shall defend, hold harmless and indemnify Troutdale against liability for damage to life or property arising from Wood Village's negligent activity under this agreement, including but not limited to settlements, judgments, costs and attorneys' fees.
 - b. Troutdale shall defend, hold harmless and indemnify Wood Village against liability for damage to life or property arising from Troutdale's negligent activity under this agreement, including but not limited to settlements, judgments, costs and attorneys' fees.
9. Coordination of Administration: The building inspector shall coordinate his functions with the designated Wood Village Public Works Official whenever necessary.

IN WITNESS WHEREOF, Wood Village and Troutdale pursuant to appropriate action of their respective Councils, duly and legally adopted, this agreement and caused the same to be signed by their authorized representatives on the day and year hereafter written.

CITY OF TROUTDALE

CITY OF WOOD VILLAGE

Sam K Cox
Mayor

Pauline L. Christian
City Administrator

Mayor

City Recorder

Date: _____

Date: _____

30:19
5/28/87 Thu 15:03:44