

RESOLUTION NO. 729-89

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

WHEREAS, the City of Fairview 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:

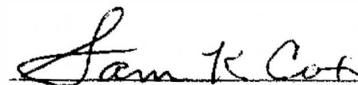
Mayor Sam Cox be authorized, on behalf of the City, to enter an agreement with the City of Fairview.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS  
14TH DAY OF FEBRUARY, 1989.

YEAS 6

NAYS 0

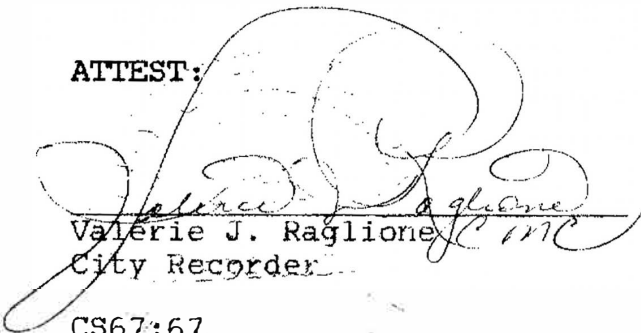
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 2/15/89

ATTEST:



Valerie J. Raglione  
City Recorder

CS67:67

RECEIVED

1/13/89  
RECORDER'S OFFICE  
CITY OF TROUTDALE

TROUTDALE / FAIRVIEW  
INSPECTION AGREEMENT

THIS AGREEMENT, made this 14TH day of FEBRUARY, 1989, between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as Troutdale, and CITY OF FAIRVIEW, a municipal corporation of the State of Oregon hereinafter referred to as Fairview,

WITNESSETH:

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

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

WHEREAS, Fairview does not presently have on staff a State certified inspector but does require the indicated services which Troutdale has the capability to perform; and

WHEREAS, Troutdale and Fairview are authorized by ORS 190.003-190.110 and other pertinent statutes to enter into Intergovernmental Agreements for the performance of any or all functions and activities herein indicated.

NOW, THEREFORE, IT IS AGREED:

That Troutdale will assist Fairview in administering the Fairview building, mechanical, plumbing and electrical permit and inspection programs mandated by State statutes and related Fairview ordinances in the following particulars:

1. Functions to be performed by Fairview:
  - a. Fairview shall receive applications for building, plumbing, mechanical, electrical, and mobile home permits and issue permits to builders and owners.
  - b. Fairview shall collect all fees for building, plumbing, mechanical and mobile home plan reviews and permits issued in Fairview.
  - c. Fairview shall keep records of all building, plumbing, mechanical, electrical and mobile home permits issued and shall make such records available to Troutdale upon request.

- d. Fairview shall notify Troutdale 24 hours in advance of all inspections to be performed by Troutdale.
- e. Fairview 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.
- f. The Building Official of the City of Troutdale shall act as Building Official for Fairview for purposes of administering and enforcing the State Structural Specialty Codes including issuing stop work and similar orders. Fairview 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 Fairview.
- g. Fairview 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.
- h. Fairview shall perform all other duties and responsibilities ordinarily associated with development and construction of the properties and structures within the City of Fairview 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 Fairview:

- a. Troutdale shall make all State certified inspections ordinarily performed by the State certified inspectors up to and including a final inspection. Immediately upon completion of the final inspection, the building inspector shall notify Fairview which shall issue a certificate of occupancy or final inspection.
- b. Troutdale shall perform other inspections required or necessary to be performed by certified building inspectors on existing or occupied structures in Fairview upon the request of Fairview; 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 Fairview.

- d. Troutdale shall pick up applications and plans from Fairview, review the applications, calculate the permit fees, check the plans for compliance with the building, mechanical, plumbing, and electrical codes, and return the applications and plans to Fairview.
  - e. Troutdale shall pay the wages and all related benefits to the building inspector performing the services hereunder.
  - f. Upon request for inspection from the City of Fairview, a State certified inspector shall perform inspections to determine compliance for the owner or building with the State or other applicable codes.
  - g. Troutdale shall perform the aforesaid work without giving priority to either Fairview or Troutdale's inspection requests and shall perform said work consistent with the efficient employment of State certified inspectors.
  - h. Troutdale shall coordinate the service enumerated herein with the Fairview 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 Fairview.
  4. Payment: Fairview 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, electrical and mechanical permits issued in Fairview 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, Fairview shall likewise reimburse Troutdale for the reasonable value of such consultant service. In either case Troutdale will notify Fairview at the earliest possible time so that Fairview may require such additional fee to be paid by applicant. Troutdale shall notify Fairview in advance of incurring such services estimated to be excess of \$100.00. For non-standard work, Fairview shall pay Troutdale at the rate of \$20.00 per hour (1 hour minimum) for the work performed which hourly rate may be changed by Troutdale after 30 days written notice to Fairview.

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. The fee scheduled may be changed by Troutdale from time to time and shall be effective 30 days after written notice is given to Fairview thereof.
6. Term: This agreement shall become effective the 1st day of MARCH, 1989, and may be amended or modified upon the written approval of both cities and shall continue until terminated. Fairview 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 Fairview 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 Fairview.
  - a. Fairview shall defend, hold harmless and indemnify Troutdale against liability for damage to life or property arising from Fairview'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 Fairview 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 Fairview "building inspector" (Official) shall coordinate his/her functions with the designated Fairview Public Works Official whenever necessary.

IN WITNESS WHEREOF, Fairview and Troutdale pursuant to appropriate action taken by their respective City Council, have duly caused this agreement to be signed by their authorized representatives as of the day and year hereafter written.

CITY OF TROUTDALE

Sam K Co  
Mayor

Samuel S. Johnston  
City Administrator

Date: February 15, 1989

CITY OF FAIRVIEW

Fred M Carlson  
Mayor

Marilyn Holstrom  
City Administrator

Date: March 2, 1989

R E S O L U T I O N

(7-1989)

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

The City Council of the City of Fairview, Multnomah County, Oregon, meeting in duly constituted session does hereby resolve that:

WHEREAS, the City of Fairview 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 HEREBY RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF FAIRVIEW THAT: Mayor Fred Carlson be authorized, on behalf of the City, to enter into an agreement with the City of Troutdale.

Motion moved by MARY FOURNIER and

seconded by SCOTT BOWER and adopted by

the City Council of the City of Fairview, this 1st day of March, 1989, by the following vote:

YEAS: six (6)

NAYS: zero (0)

Fred M Carlson  
Mayor, City of Fairview  
Fred M. Carlson

March 1, 1989  
Date of Signing

ATTEST:

Nancy DiDonato  
Recorder, City of Fairview  
Nancy DiDonato