

RESOLUTION NO. 740-R

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

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

WHEREAS, the City of Gresham has personnel certified to perform these services when needed, 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 into the attached agreement, Exhibit A, with the City of Gresham.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 11TH DAY OF APRIL, 1989.

YEAS 5

NAYS 0

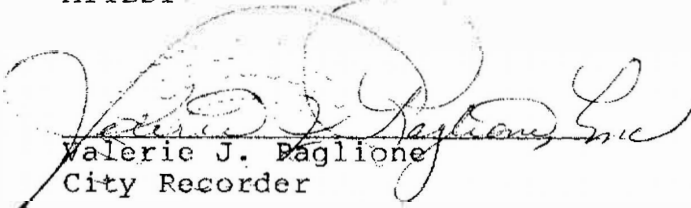
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 4/12/89

ATTEST:



Valerie J. Paglione
City Recorder

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INSPECTION AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF GRESHAM, a municipal corporation of the State of Oregon, and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon.

WHEREAS, both cities, from time to time, have need of inspection services and plans review when personnel are ill or unable to serve, and

WHEREAS, both cities have certified personnel prepared and able to perform inspections and plans review, and

WHEREAS, Gresham and Troutdale 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 and Responsibilities of Troutdale

- a) The City shall issue building, mechanical, electrical and plumbing permits to builders, contractors and owners.
- b) The City shall collect all fees for permits issued in the City of Troutdale.
- c) The City shall keep records of all permits issued and shall make such records available to Gresham upon request.
- d) The City shall collect any and all fees and surcharges levied or assessed by the State of Oregon or other jurisdictions and perform all accounting functions associated therewith.
- e) The City shall notify Gresham of all inspections to be performed by Gresham a minimum of 24 hours in advance.
- 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 relating to the issuance of permits.
- g) The City shall defend, hold harmless, and indemnify Gresham against liability for damage to

life or property arising from the City's negligent activity under this agreement, including but not limited to, settlement, judgments, costs and attorney fees.

h) The city shall pay Gresham by check every quarter for inspection services and plans review according to the following schedule:

1. When Gresham performs plans review or provides all inspections required for any permit, 80% of all plan review and permit fees.

2. When Gresham performs any inspection for any permit not included in subsection 1, \$20 per inspection.

3. When Gresham performs any inspection that its Building Official and Troutdale's Building Official agree is unusual or complicated or involves a major project, \$25 per hour.

2. Functions and Responsibilities of Gresham:

a) Gresham shall provide state certified inspectors to perform inspection services and plans review when requested by the City of Troutdale, subject to reasonable allocation of workload by the Gresham Building Official.

b) Gresham shall make available records of inspections and time involved with Section 1, subsection h.

c) Gresham may, from time to time, request inspection services or plans review based upon the conditions and fees outlined in Section 1.

3. Administrative Procedures:

a) All administrative procedures governing the implementation of this agreement shall be in written form and approved by the Cities of Troutdale and Gresham.

4. Term:

a) This agreement shall commence on the first day of MAY, 1989, and shall continue thereafter until terminated by either party.

b) 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 11TH day of APRIL, 1989.

CITY OF GRESHAM

CITY OF TROUTDALE

Mary M. Walker

Sam K Cox

*Mary M. Walker, Council
President*

APPROVED AS TO FORM:

Thomas Sanders
Gresham City Attorney