

RESOLUTION NO. 896-R

A RESOLUTION OF THE CITY OF TROUTDALE, OREGON AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BUILDING CODES AGENCY AND THE CITY DELEGATING RESPONSIBILITY FOR THE MANUFACTURED DWELLING PROGRAM IN THE CITY OF TROUTDALE

WHEREAS: ORS 446.250 enables the building Codes Agency to contract with local governments who wish to assume responsibility for plan review, inspections, technical services and the issuance of permits for the installation of manufactured dwellings and manufactured dwelling accessory buildings and structures.

WHEREAS: ORS 446.253, as amended by Senate Bill 1125, requires any local government that establishes a program to administer and enforce installations of manufactured dwellings and manufactured dwelling accessory buildings and structures to assume full responsibility for permit issuance and inspections under that program, including related electrical, plumbing, structural and mechanical installations.

WHEREAS: The intent of this statute is to ensure a One-Stop permit process for the installation of manufactured dwellings and their accessory buildings and structures.

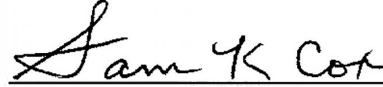
WHEREAS: The City of Troutdale shall be responsible for issuing every electrical, plumbing, structural and mechanical permit related to the installation of manufactured dwellings and their accessory buildings and structures as defined in ORS 446.003.

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

The City of Troutdale does hereby execute an intergovernmental agreement with the Building Codes Agency to provide services as described in and under the conditions of the attached Exhibit "A".

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
14th DAY OF MAY, 1991.

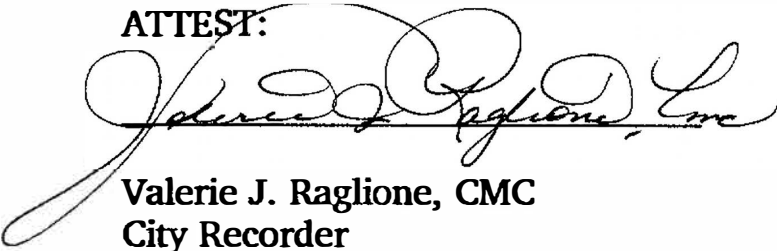
YEAS: 3
NAYS: 0
ABSTAINED: 1 - BUI



Sam K. Cox, Mayor

Dated: MAY 15, 1991

ATTEST:



Valerie J. Raglione, CMC
City Recorder

D: \MAYCD91\BCARES

INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon acting by and through its BUILDING CODES AGENCY ("Agency") and CITY OF TROUTDALE ("Contractor").

Through this agreement, the Agency delegates authority to the Contractor to administer and enforce the manufactured dwelling and manufactured dwelling accessory building and structure program ("the program") under the provisions of Oregon Revised Statute (ORS) 446.250.

1. STATEMENT OF WORK

The Contractor shall:

- A. Administer and enforce the state of Oregon installation standards for manufactured dwellings and manufactured dwelling accessory buildings and structures under the provisions of ORS 446.253.
- B. Provide all inspections and plan reviews of manufactured dwelling installations including site preparation, support blocking, tie-down, installation and construction of skirting and steps, plumbing connections, mechanical connections, electrical feeder connections and electrical crossover connections with inspectors who possess a Manufactured Home Installation Inspection certification as required by Oregon Administrative Rule (OAR) 918-99-135.
- C. Provide all inspections and plan reviews of manufactured dwelling accessory buildings and structures, cabanas, electrical service, water service, sewer drain and mechanical installations for the manufactured dwelling site using inspectors certified by the Agency for these functions.
- D. Insure that certified inspectors receive six (6) hours of Agency approved continuing education upon major code changes and three (3) hours for minor code changes as determined by the Manufactured Structures and Parks Advisory Board to maintain skill levels to perform the required inspections.
- E. Issue permits to qualified applicants and maintain records of revenues and surcharges in accordance with procedures established by Agency.
- F. Charge only those fees which are reasonable and necessary for the administration of the program.
- G. Use the worksheet prescribed by the Agency to detail all revenues, surcharges and fees received and owed to the Agency. A copy of worksheet is attached to this agreement as Exhibit A.
- H. Participate in the collection and dissemination of statistics for the Agency.
- I. Contractor agrees to the following schedule for the above:

Begin: July 1, 1991
End: June 30, 1993

2. CONSIDERATION

Contractor shall remit 15 percent of manufactured dwelling and manufactured dwelling accessory building and structure installation permits fees to Agency monthly for code development, monitoring and industry training PLUS the 5 percent surcharge of total fee for administration, inspection and inspector education.

To the extent required by this contract, the Contractor shall remit applications, permits, and any other related documents to Agency in a timely manner.

3. REFUNDS

When appropriate, the Contractor shall issue refunds to permit applicants. Refunds will be 100 percent of any permit fee erroneously collected by Contractor as defined in the Agency refund policy, a copy of which is attached to this agreement as Exhibit B.

4. TERMINATION

The agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

The Agency or the Contractor may terminate this agreement effective upon delivery of written notice to the other party, or at such later date as may be established, under any of the following conditions:

If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in this agreement are no longer allowable or appropriate.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Upon default by the Contractor (including breach of contract), the Agency may terminate the whole or any part of this agreement by written notice:

- A. If the Contractor fails to provide services called for by this agreement; or
- B. If the Contractor fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within 10 days or such longer period as the Agency may authorize; or

C. If Contractor is found in noncompliance with this agreement based on Agency compliance check as authorized in ORS 446.253(3) and 446.255.

The rights and remedies of the Agency provided in the above clause relating to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement, including the power in the Agency to proceed for revocation under ORS 446.255.

5. ACCESS TO RECORDS

The Agency, the Secretary of State's office of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts.

6. STATE TORT CLAIMS ACT

Contractor is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

To the extent permitted by Article XI, Section 10 of the Oregon Constitution, the Contractor shall, within the limits of the Oregon Tort Claims Act, indemnify the State against any liability for damage to life or property arising from the Contractor's activity under this agreement. The Contractor shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the employees or agents of the State.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, the State shall, within the limits of the Oregon Tort Claims Act, indemnify the Contractor against any liability for damage to life or property arising from the State's activity under this agreement. The State shall not be required to indemnify the Contractor for any such liability arising out of the wrongful acts of the employees or agents of the Contractor.

CITY OF TROUTDALE

BY: Sam K Cox

DATE: 5/5/91

STATE OF OREGON, by and through its
Building Codes Agency

BY: David J. White

DATE: 12/14/90