

RESOLUTION NO. 1674

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH FAIRVIEW FOR BUILDING INSPECTION SERVICES


THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Through its Building Division, the City of Troutdale has an inspection program to do building, mechanical, plumbing and electrical inspections.
2. Troutdale has personnel certified to perform plans review and inspections as provided in ORS Chapter 456.
3. The City of Fairview does not have on staff a state certified Building Official and state certified inspectors, but does require the inspection services which Troutdale has the capability to perform.
4. Troutdale and Fairview are authorized by ORS 190.003-190.110 and other pertinent statutes to enter into Intergovernmental Agreements for the performance of building inspection services.
5. The current agreement has been in place since 1989 and is need of updating.

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


- Section 1. The mayor and the city administrator are authorized to sign the attached Troutdale/Fairview Inspection Agreement (Attachment A).
- Section 2. This resolution shall take effect immediately.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Paul Thalhofer, Mayor
December 12, 2003

Date



Debbie Stickney, City Recorder
Adopted: December 9, 2003

**TROUTDALE / FAIRVIEW
INSPECTION AGREEMENT**

THIS agreement, made this 3rd day of DEC, 2003, between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, herein referred to as Troutdale, and the CITY OF FAIRVIEW, a municipal corporation of the State of Oregon, herein referred to as Fairview.

WITNESSETH:

WHEREAS, Troutdale, through its Building 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 Building Official and State certified inspectors, 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 the 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. Duties and Responsibilities of Fairview

- a. Fairview shall receive applications for building, plumbing, mechanical, electrical, and manufactured home permits and issue permits to builders and owners.
- b. Fairview shall collect all fees for building, plumbing, mechanical, electrical and manufactured home plan reviews and permits issued in Fairview in accordance with the fee schedule attached as Exhibit A.
- c. Fairview shall keep records of all permits issued and shall make such records available to Troutdale upon request.
- d. Fairview shall require builders/homeowners who are issued permits by Fairview to 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 adopted by the State of Oregon.

- f. The Building Official of the City of Troutdale shall act as Building Official for Fairview for purposes of administering 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 the codes referenced 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 that are not specifically enumerated below as responsibilities and duties under this agreement with Troutdale. Duties and responsibilities shall include a basic understanding of requirements for issuing building, plumbing, mechanical, electrical and manufactured home permits.

2. Duties and Responsibilities of Troutdale. Troutdale shall be responsible for and shall 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. Upon completion of the final inspection, Troutdale shall notify Fairview to issue a certificate of occupancy or final inspection.
- b. Troutdale shall perform special 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 a person issued a permit by the City of Fairview, a State certified inspector will perform inspections to determine compliance for the permit holder with the applicable building codes; Inspection duties shall include assisting Fairview officials in obtaining compliance with applicable building codes.
- g. Troutdale shall perform the aforesaid work without giving priority to either Fairview's 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 Community Development Department.

- i. Troutdale will record payments received from Fairview in separate line items by type of inspection. Troutdale General Fund Building Dept 81 expenditures (Contract Services and Benefits plus 15% for Administrative Overhead) will be allocated to Fairview based upon dollars paid to contract inspectors for Fairview permits and inspections. Troutdale Code Specialties Fund expenditures (except for Troutdale specific costs) will be allocated to Fairview based upon the percentage of time spent by inspectors on Fairview work.
- j. Troutdale will provide quarterly reports to Fairview indicating payments received and expenditures made in providing the inspection services to Fairview. These reports will be reviewed as to frequency required after one year, based upon benefits of the quarterly reports versus the time needed to create them.

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 for the cost of Troutdale providing the services performed pursuant to this agreement. Cost shall be determined as follows.

Fairview shall initially pay 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.

Each December, Fairview and Troutdale will reconcile the actual cost of the inspection services provided to Fairview against the payments made from Fairview to Troutdale for the previous fiscal year. Any undercharge/overcharge against actual costs of the program will be paid in July of every odd numbered year. This two-year truing up of program costs is intended to match payments against actual costs over an activity period that will match payments to inspection work performed.

5. Fee Schedule: The fee schedule attached hereto, marked Exhibit "A" is part of this agreement as though fully set forth herein. The fee schedule may be changed from time to time by Fairview in accordance with state regulations governing such fees (OAR 918-020-0220).

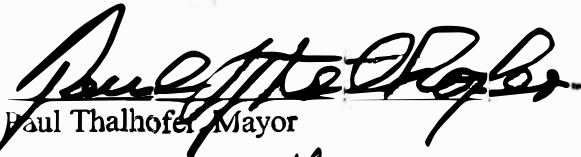
6. Term: This agreement shall have an effective date of the 1st day of July 2003, and may be amended or modified upon the written approval of both cities and shall continue until terminated. Fairview and Troutdale shall review the terms of this agreement in January of each year for the following fiscal year. Either party upon 90 days written notice to the other may terminate this agreement. This agreement supersedes any prior agreements on inspection services.

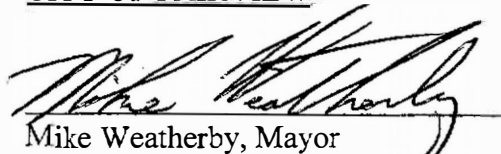
7. Administrative Procedures: All administrative procedures governing the implementation of this agreement shall be in written form, approved by both Fairview and Troutdale prior to implementation.
8. Insurance and Indemnity: Troutdale agrees to maintain workers compensation, health and accident insurance 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 settlement, judgments, costs and attorneys' fees.
9. Coordination of Administration: The Building Official shall coordinate his/her functions with the Fairview Community Development Director or designated individual whenever necessary.
10. No Benefit to Third Parties: Fairview and Troutdale are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise to third parties unless third persons are expressed described as intended to be beneficiaries of its terms.

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.

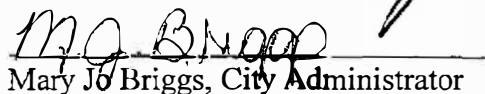
CITY OF TROUTDALE

CITY OF FAIRVIEW


Paul Thalhoffer, Mayor


Mike Weatherby, Mayor


City Administrator


Mary Jo Briggs, City Administrator

Date: 12-15-03

Date: 12-3-03

**CITY OF FAIRVIEW
2002
BUILDING PERMIT FEES**

| TOTAL VALUATION | FEES |
|---|--|
| \$1.00 to \$500.00 | \$23.50 |
| \$501.00 to \$2,000.00 | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 |
| \$2,001.00 to \$25,000.00 | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00 |
| \$50,000.00 to \$100,000.00 | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00 |
| \$100,000.00 to \$500,000.00 | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,000.00 and up | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof |
| Other Inspections and Fees: | |
| 1. Inspections outside of normal business hours | \$47.00 per hour ¹ (minimum charge—two hours) |
| 2. Reinspection fees assessed under provisions of Section 108.8 | \$47.00 per hour ¹ |
| 3. Inspections for which no fee is specifically indicated | \$47.00 per hour ¹ (minimum charge—one-half hour) |
| 4. Additional plan review required by changes, additions or revisions to approved plans | \$47.00 per hour ¹ (minimum charge—one-half hour) |
| 5. For use of outside consultants for plan checking and inspections, or both | Actual Costs ² |

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

Plan review 65%
Fire & Life 40%
State Surcharge 8%