

## **RESOLUTION NO. 2237**

### **A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR THE MUTUAL AID SHARING OF CERTIFIED BUILDING INSPECTION SERVICES.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale Building Department has certified personnel to perform plan reviews and structural, mechanical, electrical and plumbing inspections.
2. The City of Gresham Building Department has represented that it has certified personnel to perform plan reviews and structural, mechanical, electrical and plumbing inspections.
3. The Troutdale inspectors have limited hours which do not always coincide with requested inspection schedule, and which require supplemental support from time to time.
4. The City of Gresham and the City of Troutdale desire to provide for mutual aid sharing of certified personnel on an as needed basis.
5. An Intergovernmental Agreement (IGA) between the City of Troutdale and the City of Gresham is necessary in order to provide these contract services.

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

Section 1. Agrees now that the City enter into the IGA with the City of Gresham for the sharing of certified building inspection personnel and services.

Section 2. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby, authorized, empowered and directed to sign on behalf of the City the IGA, and any and all other required and necessary documents to implement the of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver in the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms

and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official are authorized to determine, execute, acknowledge and deliver any subsequent addendums, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall take effect July 1, 2013.

**YEAS: 5**  
**NAYS: 0**  
**ABSTAINED: 0**



**Doug Daoust, Mayor**

**Date** 1/29/14



**Sarah Skroch, Deputy City Recorder**  
**Adopted: January 28, 2014**

## **Note to File:**

IGA No. 6019 between the City of Troutdale and the City of Gresham for Plan Review and Inspection Services. This IGA was executed on August 5, 2013.

The original IGA was not taken before the Troutdale City Council for approval. Resolution #2237, adopted on January 28, 2014, approves the original IGA, and allows staff to execute subsequent addendums, extension, revisions, modification, or successor documents.

After Res. #2237 was adopted City staff executed Amendment No. 1 to IGA No. 6019.

INTERGOVERNMENTAL AGREEMENT #6019  
BETWEEN THE CITIES OF GRESHAM AND TROUTDALE

This agreement (Agreement) is made and entered into by and between the City of Gresham (Gresham) and the City of Troutdale (Troutdale) effective as of the last date of signature indicated below (Effective Date).

RECITALS

- A. With the fluctuation in development and construction activity in Multnomah County, Gresham and Troutdale have experienced variations in the demand for Building Services over the course of the past few fiscal years. Both parties believe it may be more cost effective and better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff.
- B. By the authority granted in Oregon Revised Statutes (ORS) 190.010 et. seq., local government agencies may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Gresham and Troutdale as follows:

TERMS OF AGREEMENT

1. Upon request jurisdiction shall provide certified and qualified staff (Staff) with sufficient expertise and experience to perform the services requested (Services). Services performed will be limited to those job functions contained within the Staff's current job classification(s) and will be provided at a rate of \$100 per hour. Services will not exceed 40 hours per week unless agreed to in writing by both parties.
2. Jurisdiction will invoice for loaned Staff Services within 30 days from the end of each fiscal quarter (March, June, September, December) based on timesheets submitted by loaned Staff for hourly Services rendered. The timesheets shall include time actually worked by the loaned Staff. Travel time between jurisdictions is not considered time actually worked under this Agreement.
3. While performing Services, loaned Staff will remain an employee of the lending jurisdiction and will continue to be compensated and provided benefits by said jurisdiction. Staff shall not be entitled to any benefits or other compensation from the requesting jurisdiction.
4. All fees for, and revenue generated from the work performed by the loaned Staff while working at requesting jurisdiction will be collected and retained by the requesting jurisdiction.
5. This Agreement expires June 30, 2015. Either party may terminate the Agreement at any time prior to that expiration by providing ninety (90) day written notice to the other party. Upon written approval this agreement may be extended for additional 1 year terms.
6. Subject to the limitations of the Oregon Tort Claims Act, Gresham and Troutdale agree to indemnify, defend and hold harmless the other party, its agents, employees and elected officials from any and all claims that may arise in connection with any of the Services provided under this Agreement.
7. The Gresham Community Development Director and Troutdale Community Development Director may establish rules and practices necessary carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Gresham Community Development Director and Troutdale Community Development Director to signify mutual agreement. Rules and practices adopted under this paragraph shall not modify the terms of this Agreement.

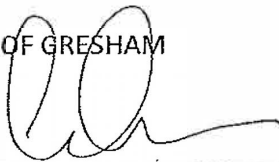
8. Each jurisdiction is a subject employer under the Oregon Workers' Compensation law, and at all times shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers.

11. Troutdale and Gresham agree this Agreement does not constitute a transfer of a public employee pursuant to ORS 236.605 through 236.640.

12. This Agreement constitutes the entire agreement between Gresham and Troutdale on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to Troutdale and Gresham and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that their respective city managers have read and understand this Agreement, that each has the authority to sign and bind respectively Gresham and Troutdale and that Gresham and Troutdale shall be bound by its terms and conditions.

CITY OF GRESHAM

  
\_\_\_\_\_  
Erik Kvarsten, City Manager

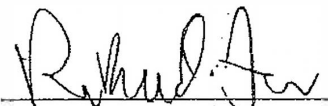
7/17/2013  
\_\_\_\_\_  
Date


CITY OF TROUTDALE

  
\_\_\_\_\_  
Craig Ward, City Manager

8/5/13  
\_\_\_\_\_  
Date

Reviewed as to form.

  
\_\_\_\_\_  
Gresham City Attorney

  
\_\_\_\_\_  
Troutdale City Attorney

**AMENDMENT**  
**CITY OF GRESHAM CONTRACT NO. 6019**  
Amendment No. 1

This Amendment is entered into by and between the City of Gresham, a municipal corporation of the State of Oregon (Gresham) and City of Troutdale, a municipal corporation of the State of Oregon (Troutdale) and amends the Intergovernmental Agreement dated August 5, 2013, on file with the Gresham City Recorder as Contract No. 6019 (Contract), which expires on June 30, 2015. The project manager for this amendment is Eric Schmidt.

Whereas Gresham and Troutdale desire to amend the Contract for the following reasons:

- a) Reduction in hourly rate charged
- b) Travel time compensation

Now, therefore, it is hereby agreed that the Contract is amended as follows:

TERMS OF AGREEMENT

1. Upon request jurisdiction shall provide certified and qualified staff (Staff) with sufficient expertise and experience to perform the services requested (Services). Services performed will be limited to those job functions contained within the Staff's current job classification(s) and will be provided at a rate of **\$75 per hour**. Services will not exceed 40 hours per week unless agreed to in writing by both parties.

2. Jurisdiction will invoice for loaned Staff Services within 30 days from the end of each fiscal quarter (March, June, September, December,) based on time sheets submitted by loaned Staff for hourly Services rendered. The timesheets shall include **inspection and travel time between inspections for time actually worked by the Staff within the city limits of Troutdale. For each inspection trip to Maywood Park a flat rate of one (1) hour travel time will be added to the inspection and travel time between inspections for time actually worked by the Staff within the city limits of Maywood Park.**

In all other respects, the Contract shall remain in full force and effect.

City of Gresham

\_\_\_\_\_  
City Manager or Designee

Date: 1/15/2014

APPROVED AS TO FORM

\_\_\_\_\_  
Gresham City Attorney/Designee

Date: 1/14/15

City of Troutdale

\_\_\_\_\_  
City Manager or Designee

Date: 1/29/14

\_\_\_\_\_  
Troutdale City Attorney

Date: 1/30/14