

RESOLUTION NO. 2309

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MAYWOOD PARK FOR THE RENEWAL BUILDING INSPECTION SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Troutdale provides building inspection services through an Intergovernmental Agreement (IGA) to the City of Maywood Park providing plan reviews and structural, mechanical, electrical and plumbing inspections,
2. The City of Troutdale and the City of Maywood Park have over the past five years established a successful contract relationship for the provision of building inspection services, and desire to continue and build upon this existing partnership.
3. That the parties agree that the IGA enables the sharing resources and avoids unnecessary duplication of staff, equipment, and training and will continue to promote efficiency and effectiveness in local government administration and service delivery.
4. A renewal of the IGA building inspection services is necessary in order to continue to provide these contract services, and is in the best interest of the two cities.

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

Section 1. Agrees now that the City enter into a renewed IGA with the City of Maywood Park for Building Inspection 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 the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver 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 is 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 and the IGA shall be effective July 1, 2015.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Doug Daoust, Mayor

Date 9/23/15



Sarah Skroch, Deputy City Recorder

Adopted: September 22, 2015

**TROUTDALE / MAYWOOD PARK
BUILDING INSPECTION SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS Intergovernmental Agreement (IGA) is made and entered into by and between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, herein referred to as Troutdale, and the CITY OF MAYWOOD PARK, a municipal corporation of the State of Oregon, herein referred to as Maywood Park.

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 plan review and permit issuance as provided in ORS Chapter 456; and

WHEREAS, Maywood Park does not presently have on staff personnel certified to perform the above noted functions, but does require the indicated services which Troutdale has the capability to perform; and

WHEREAS, Troutdale and Maywood Park 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.

WHEREAS, Troutdale and Maywood Park have for the prior five years successfully operated under an IGA for building inspection services, they both now desire to continue the previous services arrangement.

NOW, THEREFORE, IT IS AGREED:

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

1. Duties and Responsibilities of Maywood Park

- a. Maywood Park shall have sole authority and responsibility for determining and enforcing compliance with zoning, land use and other laws separate and distinct from

the Building, Plumbing, Mechanical and Electrical Codes adopted by the State of Oregon.

- b. Maywood Park shall have sole authority and responsibility for determining whether a permit application is in conformance with Maywood Park City ordinances.
 - c. Maywood Park grants the City of Troutdale the authority to enforce and administer the State of Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Plumbing Specialty Code, Oregon Mechanical Specialty Code, Oregon Electrical Specialty Code, Oregon Manufactured Dwelling Code and Oregon Park and Camp Code as adopted by Maywood Park. The City of Troutdale accepts this authority and agrees to enforce and administer the State of Oregon Specialty Codes in Maywood Park. The Building Official of the City of Troutdale shall act as Building Official for the City of Maywood Park for purposes of administering the State of Oregon Specialty Codes including issuing stop work and similar orders. Maywood Park shall maintain full control and responsibility for the prosecution of any violation of the State Structural Specialty Codes referenced in this agreement. All costs of such prosecution shall be paid by Maywood Park.
2. Duties and Responsibilities of Troutdale. Troutdale shall be responsible for and shall perform the following functions and activities for Maywood Park:
- a. Troutdale shall receive applications for building, plumbing, mechanical, electrical and manufactured home permits and issue permits to builders, contractors and owners.
 - b. Troutdale shall collect all fees for building, plumbing, mechanical, electrical and manufactured home plan reviews and permits issued for Maywood Park in accordance with the fee schedules then in effect.
 - c. Troutdale shall keep records of all permits issued and shall make such records available to Maywood Park upon request.
 - d. 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 issue a certificate of occupancy or final inspection.
 - e. Troutdale shall perform special inspections required or necessary to be performed by certified inspectors on existing or occupied structures in Maywood Park upon request

of Maywood Park; payment for special inspections, unrelated to permits in force, shall be at the rate of \$105.00 per hour.

- f. 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 Maywood Park.
 - g. Troutdale shall pay the wages and all related benefits to the personnel performing the services hereunder.
 - h. Troutdale shall coordinate the service enumerated herein with the Maywood Park Mayor.
3. Applicable Building Codes: This agreement is entered into by the parties hereto upon the assumption that the Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Plumbing Specialty Code, Oregon Mechanical Specialty Code, Oregon Electrical Specialty Code, Oregon Manufactured Dwelling Code and Oregon Park and Camp Code, as promulgated by the State of Oregon Department of Commerce, shall be the codes in effect and used by Maywood Park.
4. Payment: Maywood Park agrees to pay for the cost of Troutdale providing the services performed pursuant to this agreement. Cost shall be determined as follows: Troutdale shall pay to Maywood Park an amount equal to ten percent (10%) of all collected fees for building, plumbing, electrical, mechanical, manufactured dwellings, demolition, grading, and applicable fire & life safety permits issued for Maywood Park 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 fees are collected by Troutdale.
5. Fee Schedule: The permit fee schedules for the City of Troutdale which are effect at the time of permit issuance shall be used for Maywood Park permits. The fee schedule may be changed from time to time by Troutdale in accordance with state regulations governing such fees (OAR 918-020-0220). Maywood Park shall adopt any changes in Troutdale building permit fees no later than forty-five (45) days after approved by the Troutdale City Council and ratified by the State of Oregon, whichever is later.

6. Term: This agreement shall have an effective date of July 1, 2015, and the initial term shall continue until June 30, 2020. Either party upon 180 days written notice to the other, may terminate this Agreement. This initial term may be altered or amended by mutual consent of both parties, in writing. After the initial term this agreement shall automatically renew annually on July 1st of each year for a one (1) year term, with the first automatic renewal on July 1, 2020, unless either party gives written notice of termination prior to any such automatic renewal.

7. Administrative Procedures: All administrative procedures governing the prior Agreement shall continue for this Agreement, and shall be in written form.

8. Insurance and Indemnity: Troutdale agrees to maintain workers' compensation, health and accident insurance on any building officials employed by Troutdale who perform services under this Agreement and further agrees to provide liability insurance upon any vehicle employed by such persons while performing service within Maywood Park.
 - a. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Maywood Park shall defend, hold harmless and indemnify Troutdale against liability for damage to life or property arising from Maywood Park's negligent activity under this agreement, including but not limited to settlements, judgments, costs and attorneys' fee.

 - b. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Troutdale shall defend, hold harmless and indemnify Maywood Park 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 attorney's fees.

9. Coordination of Administration: The Building Official shall coordinate his/her functions with the Maywood Park Mayor or designated individual whenever necessary.

10. No Benefit to Third Parties: Maywood Park 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 expressly described as intended to be beneficiaries of its terms.

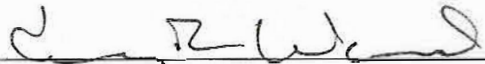
11. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

City of Maywood Park
10100 NE Prescott, Suite 147
Maywood Park, Oregon 97220

City of Troutdale, Attn: City Manager
219 E. Historic Columbia River Hwy
Troutdale, OR 97060-2078.


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

CITY OF TROUTDALE

By: 
Craig Ward, City Manager

Date: 9/29/15

CITY OF MAYWOOD PARK

By: 
Name & Title: MARK HARDIE, MAYOR

Date: Oct 19 2015