

## **RESOLUTION NO. 2123**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH HOOD RIVER COUNTY TO PROVIDE INSPECTION SERVICES ON AN AS NEEDED BASIS**

#### **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 Troutdale inspectors are working limited hours and are readily available to assist the County of Hood River when not working in Troutdale.
3. The County of Hood River has a need for back up inspection services on an as needed basis.
4. The County of Hood River desires to contract with the City of Troutdale for these services and the City of Troutdale has the capability to provide them.
5. An Intergovernmental Agreement (IGA) between The City of Troutdale and Hood River County is necessary in order to provide these contract services.

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

Section 1. The City Manager is authorized to sign the IGA with Hood River County to provide Building Inspection Services for Hood River County, which is in substantial conformity to that which is attached to the Staff report as Exhibit "A".

Section 2. The City Manager is authorized to sign any addendums to this IGA that may arise during the period the IGA is in effect.

Section 3. This resolution shall take effect immediately upon adoption.

**YEAS: 6  
NAYS: 0  
ABSTAINED: 0**

Mayor Jim Kight  
Mayor Jim Kight  
October 26, 2011  
Date

Sarah Skroch  
Sarah Skroch, Deputy City Recorder  
Adopted: October 25, 2011

## INTER GOVERNMENTAL AGREEMENT

### BETWEEN HOOD RIVER COUNTY AND THE CITY OF TROUTDALE FOR THE PROVISION OF BUILDING INSPECTION SERVICES

**THIS IS AN AGREEMENT** between Hood River County, a home rule county of the State of Oregon, hereinafter referred to as "County" and the City of Troutdale, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

**WHEREAS**, County and City wish to enter into an agreement such that City will provide Building Inspection services to County on an "as needed" basis in order to supplement County's Building Inspection resources during periods of high building inspection activity.

**NOW THEREFORE**, County and City agree as follows:

#### 1. Statement of Work.

**City agrees to accomplish the following work under this agreement.**

- A. City shall provide typical building inspection functions, including structural, mechanical and manufactured home inspections, code-based technical advice, field evaluations related to permitted and proposed projects, and field evaluations related to compliance issues.
- B. Serving as the interim Building Official for County when requested by County. If the designated County Building Official is caused to be absent from his/her duties for extended periods, City, serving as the interim Building Official, will assume responsibility for Plan Reviews, in addition to providing inspection services.
- C. City shall provide qualified personnel (i.e., building official, inspector) to perform required tasks and to serve as the interim County Building Official.
- D. City is not required to provide such Building Inspection services during those periods when doing so would negatively impact City's ability to provide such services to its own juris.
- E. County grants City 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 County. The City accepts this authority and agrees to enforce and administer the State of Oregon Specialty Codes in County. The Building Official of the City shall act as Building Official for the County for purposes of administering the State of Oregon Specialty Codes including issuing stop work and similar orders. County 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 County.

## **2. Consideration / Terms**

- A. County agrees to compensate City for all Building Official/Inspection services consultations on a fee-for services basis at the rate of \$65.00 per hour. Travel time will be billed at the same hourly rate of \$65.00. City will itemize the hourly costs and invoice County no later than the 15<sup>th</sup> of each month for services provided during the prior month.
- B. County agrees to provide compensation to City no later than fifteen (15) days subsequent to receipt of the invoice by County.

## **3. Term of the Agreement**

The term of this agreement shall commence on the date when signed by all parties and end on June 30, 2012. This initial term may be altered or amended by mutual consent of both parties, in writing. This agreement shall automatically renew annually on July 1<sup>st</sup> of each year for a one (1) year term, with the first automatic renewal on July 1, 2012, unless either party gives written notice of termination prior to any such automatic renewal.

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

## **4. Operations**

### **A. Inspections**

City will be capable of providing inspection services during working hours, generally understood to be 8:00 a.m. to 5:00 p.m. Monday through Friday on normal business days, excluding holidays (as celebrated by County), and during other days of the week if a project has special requirements or where postponing of inspection may cause a financial hardship.

Requests for inspection services shall be provided to City no later than 4:30 p.m. the day prior to the date requested for the inspection.

For all inspections provided by City, a written inspection report shall be completed by City and a copy of same shall be left at the inspection and review site. If applicable, the report shall specify corrections required by the inspector. City shall forward the original inspection report to County in an expeditious fashion.

## B. Office Hours

Hood River County Community Development Department is located at 601 State Street, Hood River, Oregon and is open, generally, from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. on normal business days. Walk-ins are welcome, but one should call (541-386-1306) to verify availability of inspectors prior to visit.

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 County.

## C. Processing Residential Plans

County/City shall complete the plan review process within ten (10) working days of County's receipt of a complete application and Two (2) complete sets of building plans (simple residential plan). A simple residential plan is one of 3,000 square feet or less and not having any features requiring a design by an engineer.

Complicated residential plans (anything other than simple residential plan) shall be reviewed with in twenty-two (22) working days of County's receipt of a complete application and plans.

## D. Processing Commercial Plan Reviews

Upon receipt of a complete application and Two (2) complete sets of plans, County/City will typically complete the plan review process within twenty-two (22) working days, provided that such time period may be longer depending on the size and complexity of the structure. A complete set of commercial building plans will contain all information deemed necessary by County/City to determine structural, and fire and life safety compliance. Notwithstanding the foregoing, County/City may partially permit a project based on a deferred submittal process agreed upon by an applicant, County/City.

## E. Plan review Appointments and/or Pre-Application Meetings

Meetings and/or reviews required by County shall be scheduled based on the availability of its qualified personnel.

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

Hood River County  
Michael Benedict  
601 State Street  
Hood River, OR 97031

City of Troutdale  
Dick Bohlmann  
104 SE Kibling Ave  
Troutdale, OR 97060

## **5. Subcontracts**

City shall not enter into any subcontract for any work scheduled under this agreement without obtaining prior written approval from County. Qualified temporary inspectors and inspector/plan reviewers hired by City, or independent contractor inspectors and inspector/plan reviewers contracting with City to perform such services for the City and not primarily pursuant to this agreement are not subject to this clause. Additionally, plumbing and electrical inspections, although under the purview of the Hood River County Building Official, are being performed, under separate agreement with County, by the Mid Columbia Council of Governments.

## **6. Indemnity**

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, City shall defend, save and hold harmless County, its officers, agents, employees (to include independent contractors) and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of City.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, save and hold harmless the City, its officers, agents, employees (to include independent contractors) and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of County.

## **7. Changes**

No changes to or waivers of provisions of this agreement will be valid until they have been reduced to writing, approved and signed by both parties.

## **8. Termination**

The agreement may be terminated at any time by mutual consent of both parties, or by either party upon providing the other with six month's written notice.

## **9. Compliance with Applicable Laws, Rules and Regulations/Non-Discrimination**

Each party agrees to comply with all applicable laws, rules and regulations, including all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**10. Funds Available and Authorized**


County certifies at the time the agreement is written that sufficient funds are available and authorized for expenditures to finance costs of this agreement.

**11. Interpretation and Venue**

This agreement shall be interpreted by the laws of the State of Oregon

**12. No Benefit to Third Parties:** County and City 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.

**Hood River County**

  
\_\_\_\_\_  
Ron Rivers

\_\_\_\_\_  
Chair, County Board of  
Commissioners

9/19/11  
\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
Jennifer Bisset, Legal Counsel, Hood  
River County

\_\_\_\_\_  
Date

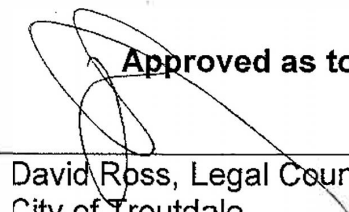
**City of Troutdale**

  
\_\_\_\_\_  
Craig Ward

\_\_\_\_\_  
City Manager

10/27/11  
\_\_\_\_\_  
Date

**Approved as to Form**

  
\_\_\_\_\_  
David Ross, Legal Counsel,  
City of Troutdale

10/27/11  
\_\_\_\_\_  
Date