

RESOLUTION NO. 2176

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE INTERGOVERNMENTAL AGREEMENT WITH THE OREGON LIQUOR CONTROL COMMISSION TO PROVIDE OFFICE WORK SPACE FOR AN INSPECTOR.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Oregon Liquor Control Commission has housed an Inspector out of the Troutdale Police Department since 2007.
2. During this time the Inspector has been beneficial to the Police Department in helping address problems with licensed establishments within the City of Troutdale.
3. The Inspector acts as a resource to our Police Officers in the field and provides training as necessary.
4. An in-house Inspector frees police officers to focus on higher priority tasks.
5. It is desirable to endorse and adopt the Intergovernmental Agreement between the City of Troutdale and the State of Oregon Liquor Control Commission to provide office work space for an Inspector.

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

Section 1. That the City Manager is hereby authorized to sign an Intergovernmental Agreement with the State of Oregon Liquor Control Commission to provide office work space for an Inspector substantially in accordance with the IGA attached as an Exhibit to the staff report.

Section 2. This resolution shall take effect upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Mayor Jim Kight
Mayor Jim Kight

September 12, 2012
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: September 11, 2012

INTERGOVERNMENTAL AGREEMENT
Amendment No. 1
OFFICE SPACE UAGE FOR OLCC INSPECTOR & STAFF
IN THE OFFICES OF THE CITY OF TROUTDALE

This Agreement is made between the State of Oregon Liquor Control Commission, a State of Oregon agency, hereinafter referred to as "OLCC", and the City of Troutdale, hereinafter referred to as "City". The City and OLCC agree that this Intergovernmental Agreement is entered into pursuant to ORS 190.010. In consideration of the agreements contained herein, it is agreed as follows:

1. The City agrees to:

- a. Provide office work space for use by the OLCC inspector at the Troutdale Police Department. There will be no monthly rental charge for the office work space. The space will be professional, functional and include the common necessities such as desk. The address is:

234 SW Kendall Ct,
Troutdale, OR 97060.

The City will make access to the office space available for use 24 hours a day, seven day a week, and provide a key to the office door.

- b. Provide staff parking during OLCC's business hours and allow OLCC's vehicle to be parked in the building parking area during non-business hours.
- c. Provide one computer internet connections for OLCC staff to use.
- d. Provide the use of a facsimile machine. The OLCC inspector will keep a log of all long distance facsimile transactions. The log will be submitted to the City monthly for review.

The City will provide a telephone with an outside line for local calls.

- e. Allow the OLCC staff to use the facility's meeting rooms. The OLCC Inspector will follow the established scheduling procedure.
- f. Allow OLCC to receive incoming mail and deposit outgoing mail at the City's USPS drop box.

2. OLCC agrees to:

- a. Schedule and house an OLCC inspector to operate out of the City's Police Department office building as the primary worksite.
- b. Provide computer technology (hardware/software) necessary for the OLCC inspector's computer and printer equipment. OLCC shall provide support to its computer hardware and software.

- c. Have and operate a cellular phone to support OLCC's long distance calls.
- d. Provide all office supplies and forms necessary to conduct OLCC business.
- e. Provide any necessary office furniture that has not been provided by the City.
- f. Provide a vehicle for the use by the OLCC inspector and all related costs associated with the servicing and day to day operations of the vehicle.
- g. OLCC will provide all postage for its outgoing mail.
- h. To follow the City's applicable policies.

3. The parties mutually agree as follows:

- a. The term of Amendment will begin September 10, 2012. The term of this agreement will be ongoing until either party gives notice of termination.
- b. This Agreement can be terminated by either party upon thirty (30) days written notice to the other party of such intended cancellation.
- c. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, both parties agree to indemnify, protect, defend and hold harmless the other from and against any claim for injury or damage and all loss, liability, cost or expense (including court costs and attorneys fees) growing out of or resulting directly or indirectly from the performance of this Agreement.
- d. The City shall obtain and keep in effect during the term of this Agreement, a Comprehensive General Liability policy or a Commercial General Liability policy for the premises, covering bodily injury and property damage.
- e. OLCC agrees to be responsible for any damage or third party liability which may arise from its occupancy and use of the premises, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, to the extent of liability arising out of the negligence of the State or Oregon. The State of Oregon shall not be required to indemnify or defend the City for any liability arising out of the wrongful acts of employees or agents of the City.
- f. The State of Oregon is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A Certificate of Self-Insurance will be provided, upon request of the City.
- g. Both parties agree that the OLCC inspector assigned to occupy this office space is an employee of the State of Oregon Liquor Control Commission and not the City of Troutdale.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The parties, by the signature below of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The City of Troutdale

By: _____

Name (print) Date

Title: _____

State of Oregon Liquor Control Commission

By: _____

Name (print) Date

Title: _____