COUNCIL REPORT For Meeting of May 9, 2016 MAYOR AND MEMBERS OF THE CITY COUNCIL	NO. 2016- **SUBJECT: Building Inspection IGA**

Subject
Providing Building Official Services to the City of Umatilla.

Summary and Background
Approximately a month ago, Russ Pelleberg the new city manager for the City of Umatilla approached me about Hermiston providing building inspection and plan review services for the City of Umatilla. I talked with our staff here and we worked out an Intergovernmental Agreement that both cities were comfortable with. Right now there is not a lot of activity in Umatilla and so we will be able to use our existing staff including our part-time inspector to provide those services. If the workload increases here or there too much we will look at adjusting our staff levels accordingly.

Umatilla has been very willing to be flexible and assist us in consolidating appointments as much as possible.

Fiscal Information
The proposed IGA will pay the City of Hermiston $80 per hour for our services. The clock is ticking from the time our staff leaves the office until they return to Hermiston and complete any necessary paperwork. They will also pay hourly for plan reviews. Because of the unknown amount of work, we don't have a solid estimate for total revenue.

Alternatives and Recommendation
Alternatives

1. Adopt IGA as drafted.
    a. This alternative allows the City of Umatilla to receive more professional building official services and earn the City of Hermiston additional revenue. This would formalize a good working relationship with the City of Umatilla.
    b. This alternative could tax existing staffing levels in the City of Hermiston.

2. Amend the IGA.
    a. This alternative makes any changes the council sees as necessary.
    b. Could add provisions not previously agreed to by the City of Umatilla.

3. Reject the idea of an IGA altogether.
    a. This alternative does not obligate the City of Hermiston to any additional work.

b. This alternative could leave the City of Umatilla without adequate building official services.

Recommendation
Staff recommends the selection of Alternative #1 to approve the IGA with the City of Umatilla as proposed.

Requested Action/Motion

Motion to authorize the City Manager to sign the IGA with the City of Umatilla for Building Official services.

City Manager Approval

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 1st day of July, 2016, between the City of Umatilla ("Umatilla") and the City of Hermiston ("Hermiston"), acting by and through its Building Department, both municipal corporations of the State of Oregon.

RECITALS

Whereas, the parties desire to work cooperatively in providing building department services, plan review and building inspections, to the City of Umatilla and,

Whereas, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform;

Now, therefore, it is agreed by and between the parties as follows;

A. Hermiston's Obligations

1. Employ an Individual who is certified with the State of Oregon and who has the following Oregon certifications: Structural Inspector Level A, B, C; Plans Examiner Level A, B, C; Mechanical Inspector Level A, B, C; Plumbing Inspector Level A and C; and Electrical Inspector.

2. Said Individual, or another qualified employee of the Hermiston Building Department, shall perform plan reviews and on-site inspections of projects at the request of and in coordination with the Umatilla building Department.

3. Inspection service shall be provided within 48 hours of notification. Plan Review Service shall be provided within two weeks from date stamped on the plans.

4. Hermiston will not be responsible for nuisance code enforcement.

B. Umatilla's Obligations

1. The City of Umatilla shall retain administrative authority of its building program and be responsible for its Plan of Operation.

2. Maintain records to account for disposition of each permit.

3. Issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures currently established by Umatilla and adopted for the administration of this program.

4. The City or Umatilla will take all inspection requests and record them on inspection request forms. Copies of these forms will be provided to the inspector. Umatilla shall notify the City of Hermiston and/or its inspector(s) when inspections are requested.

5. Charge fees as established by the Adopted Fee Resolution for the City of Umatilla as calculated per the current State of Oregon permit fee charts. Umatilla shall pay to Hermiston an hourly fee of $80.00 for the building inspection and plan review services provided to the City of Umatilla. Payment of fees owed to the City of Hermiston shall be made monthly, with a due date of the 15th of the following month. Time charged for inspections will begin upon leaving home base and continue until returning to home base and completing all relevant documentation. Time charged for plan review will be all time spent reviewing plans and communicating with any owner's or owner's representatives.

6. Use worksheets to detail all revenues, surcharges, fees received and owed for inspection/plan review to the appropriate agencies,

Both parties agree to the following schedule for the above;

Begin: July 1, 2016
End: June 30, 2018 (automatically extended for two year periods until officially amended or canceled)

C. REFUNDS

When appropriate, Umatilla shall issue refunds to permit applicants. Refunds will be 100% of any permit fee erroneously collected.

D. FUNDS AVAILABLE AND AUTHORIZED

The parties certify that each has sufficient funds available and authorized for the expenditures to finance costs of this agreement for the 2016/17 appropriation or limitation.

E. TERMINATION/AMENDMENT

1. The agreement may be terminated at any time by mutual consent of both parties, or by either party upon thirty days' notice in writing and delivered by certified mail or in person to the other party.

2. This agreement may be terminated by either party if State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in this agreement are no longer allowable or appropriate.

3. Any termination of this agreement under Subsection 1 and 2 shall preserve any obligation or liabilities of either party already accrued prior to such termination.

4. This agreement may be amended upon mutual agreement of both parties. Amendments may be considered for any reason including a renegotiated fee structure.

F. ACCESS TO RECORDS

Umatilla, Hermiston, and their duly authorized representative shall have access to the books, documents, papers, and records of Umatilla and Hermiston which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcripts.

G. STATE TORT CLAIM ACT

1. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Hermiston shall, within the limits of the Oregon Tort Act, indemnify Umatilla against any liability for damage to life or property arising from Hermiston's activities under this agreement. Hermiston shall not be required to indemnify Umatilla for any such liability arising out of the wrongful actions of the employees or agents of Umatilla.

2. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Umatilla shall, within the limits of the Oregon Tort Act, indemnify and hold harmless Hermiston against any liability for damage to life or property arising from Umatilla's activity under this agreement. Umatilla shall not be required to indemnify Hermiston for any such liability arising solely out of the wrongful acts of the employees or agents of Hermiston.

CITY OF UMATILLA	**CITY OF HERMISTON**
By:_____	**By:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____