

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

THIS AGREEMENT is entered into between Skamania County (County) and the City of Stevenson (City) for the purposes hereafter mentioned.

WHEREAS, the City has a need for Building Inspection Services, and currently does not have personnel adequately trained to meet those needs; and

WHEREAS, the County is willing to provide Building Inspection Services for the City under certain terms and conditions; and

WHEREAS, the parties are authorized to enter into interlocal agreements under the Interlocal Cooperation Act, RCW Chapter 39.34, and to cooperate for mutual advantage, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide a mechanism whereby the County may assist the City by providing building inspection services.
2. Skamania County to Provide Building Inspection and Plan Review Services. The County agrees to provide Building Inspection and Plan Review services for all structures within the City's area of jurisdiction for the duration of this agreement, unless otherwise agreed to by both parties. As used in this Agreement, "Building Inspection Services" means and includes building plan review and providing all inspections for improvements requiring a City Building Permit as defined and codified by the City, now or in the future. County agrees to charge Stevenson a fee equal to the City fee schedule associated with such permits, and the City agrees to consult with the County prior to changing the fee schedule and not to charge less than the County's fee schedule for the same permit. The County agrees to provide personnel qualified and certified to provide inspection services in accordance with applicable laws and codes. The City understands that the County will afford the same priority to perform building plan review and inspection services as County review and inspections and will not provide a higher or lower priority to City's permits unless specifically agreed to.
3. Files. The County shall maintain files and building plans required for Building Inspection Services until Certificate of Occupancy or other permit finalization; at which point, the County shall provide all files and plans to the City. Except as legally necessary, The County shall not maintain any copies of building permit files or building plans after the Certificate of Occupancy has been issued.
4. Exclusive Agreement. In order to provide for the long-term viability of this agreement, this agreement is exclusive and obligates the County to provide personnel necessary to perform inspections within the City, and obligates the City to utilize the County for such services, provided however, it shall not interfere with the ability of the parties to continue to cooperate as mutually agreed upon.

5. Duration of Agreement. This Agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect until December 31, 2024. This agreement shall automatically renew for a five-year term commencing January 1, 2025 unless either party gives written notice to the other if its intent not to renew by January 1, 2024 or sooner as provided in paragraph 11, below.
6. Payment. Both parties agree that the County will be fully compensated for these services by the City's permit fees charged and collected.
7. Code Enforcement. Unless this agreement is modified, the City shall have sole responsibility for Code Enforcement within their area of jurisdiction. The County agrees to provide the City with all information necessary and held by the County and to cooperate fully in any City investigation and enforcement proceedings.
8. Internal procedures. The City and the County personnel shall develop a flow chart of (or other method of documenting) procedures and shall have the authority to amend procedures to allow for the efficient fulfillment of this agreement, provided it does not alter the Purpose and Intent of this agreement.
9. Administration. This agreement shall be jointly administered by the City Administrator and the County Public Works Director who will schedule coordination meetings as needed, but not less frequently than once per year.
10. Liability and Indemnity. Each party agrees to accept all liability associated with their duties agreed upon herein and as modified in the future. Each party agrees to the fullest extent allowed by law to indemnify, defend, and hold harmless the other party against any and all claims, losses, liabilities, suits, and causes of action arising out of, caused , or occasioned by any negligent act, error, or omission of the other party, its elected and appointed officers, agents, and employees, in the performance of said party's obligations under this Agreement.
11. Termination. Either party may terminate this Agreement upon 180 days written notice to the other party, provided that the provision of Section 10 shall survive termination of this Agreement with respect to any claim or liability arising out of any event occurring prior to the effective date of termination.
12. Notices. Notices required by this Agreement shall be provided in writing to the parties at the following addresses:

Skamania County

Public Works Director
 170 NW Vancouver Ave.
 Stevenson, WA 98648

City of Stevenson

City Administrator
 7121 E. Loop Rd
 Stevenson, WA 98648

Or such other addresses as the parties may from time to time provide each other in writing.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year first written above.

CITY OF STEVENSON, a Washington
Municipal Corporation

SKAMANIA COUNTY, a Legal Subdivision of
the State of Washington

Board of Commissioners

By: _____
Scott Anderson, Mayor

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

By: _____
Leana Kinley, City Clerk

By: _____
Debbie Slack,
Clerk of the Board

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Adam Kick, Prosecuting Attorney