

INTERLOCAL AGREEMENT FOR BUILDING PERMITTING AND INSPECTION 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 Permitting and Inspection Services, and currently does not have personnel adequately trained to meet those needs; and

WHEREAS, the County is willing to provide Building Permitting and 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 permitting and inspection services.
2. Skamania County to Provide Building Permitting and Inspection Services. - The County agrees to provide Building Permitting and Inspection 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 Permitting and Inspection Services" means and includes building plan review, building permit issuance and providing all inspections and necessary re-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's 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 permit technician, plan review and 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 by both parties.
3. Files. The County and the City utilize a shared digital permitting system, through which both parties shall have full and equal access to all permit files, building plans, inspection records, and related documentation at all times. All records shall be maintained within the shared system through issuance of Certificate of Occupancy or other permit finalization. Because the system provides continuous access to both parties, no separate transfer of files is required upon finalization. Record retention shall be governed by applicable state law and adopted records retention schedules.
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 permit technician, plan review, and inspection services 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, 2029
This agreement shall automatically renew for a five-year term commencing January 1, 2030
unless either party gives written notice to the other if its intent not to renew by October 1,
2029 or sooner as provided in paragraph 11, below.

6. Payment. Both parties agree that all building permit fees will be accepted and collected by the City. The City shall compensate the County in full for all applicable County fees associated with those permits on a monthly basis through a passthrough payment process.
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 Community Development Department. The County Building Official/Fire Marshal will attend council meetings as needed upon request by the City. For complaints or grievances, the City's grievance procedure as most recently adopted will be followed, with first allowing the County Building Official/Fire Marshal to research and rectify any issue.
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 90 days written notice to the other party, or on another termination date by mutual agreement, 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 (or such other addresses as the parties may from time to time provide each other in writing):

Skamania County
Community Development Department
PO Box 1009
170 NW Vancouver Ave
Stevenson, WA 98648

City of Stevenson
City Administrator
7121 E. Loop Rd
Stevenson, WA 98648