

INTERLOCAL AGREEMENT

Building Inspection Agreement;

Being an agreement to have the Columbia County, Washington Planning and Building Department perform building permit plan check and inspection services for the City of Waitsburg, Washington

THIS AGREEMENT is made and entered into by and between Columbia County, hereinafter referred to as “the County,” and the City of Waitsburg, a Municipal Corporation of the State of Washington, hereinafter referred to as “the City.”

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. Subject to the terms and conditions set forth below, the County hereby agrees to provide building inspection services for the City as the independent contractor. For purposes of this agreement, “building inspection” shall mean providing all services, supplies, labor, material and supervision necessary to review plans and building permit applications for compliance with building and safety codes, issue permits, perform building inspections, draft certificates of occupancy for issuance by the City, and to administer these duties, within the limits of the City of Waitsburg, Washington.

For the purpose to this agreement “building codes” shall mean those codes adopted by Waitsburg City Ordinance 882 or similar successive Ordinance and which correlate to Title 15 of the Columbia County Codes and as specified below: International Building Code (excluding appendix chapter C and J), International Residential Code (excluding appendix chapter G), International Mechanical Code, International Fire Code (excluding appendix chapters

B, C and D), Uniform Plumbing Code, Washington State Residential Energy and Ventilation Code, Washington State Energy Code, Washington State Ventilation and Indoor Air Quality Code, ICC/ANSI A117.1 Accessible and Useable Buildings and Facilities, Washington State Manufactured Home siting regulations and other regulations, now or in the future, referred to as “the Washington State Building Codes.”

The City will provide, administer, and enforce its own zoning codes, local development standards, state and federal environmental regulations, including but not limited to the State Environmental Policy Act, and nuisance ordinances, and will perform all services customarily associated with these regulations including review and certification of building permit applications and plans for compliance prior to submittal to Columbia County Planning and Building Department.

The City will collect all fees due and collectible under the building codes and will act as the point of contact and liaison between the County and the individual or entity seeking building permits except that direct communication by an applicant and/or contractor with the County Building Official regarding technical code questions and requests for inspections is allowed and encouraged. The County shall neither issue nor approve any building permit without acknowledgement by the City that the proposed building inspection services are in conformance with, do not impact, or are not pertinent to, City zoning codes, local development standards, state and federal environmental regulations, including but not limited to, the State Environmental Policy Act or nuisance ordinances. The County will perform all services customarily associated with building inspection and building code enforcement during the plan review and through the completion of the construction phase of an individual project. The County will endeavor to

provide “next day” inspection_service when possible. The City will be the final repository of all building permit files and records.

2. The County shall begin providing building inspection services pursuant to this agreement on the date signed. This agreement shall continue in force and effect for one year from the date signed. It shall terminate after one year; provided however, that the parties may continue and extend this agreement for an additional one-year term. Continuation and extension of the term of this agreement may be effected by each party adopting a resolution to continue this agreement for an additional one-year term. Such resolution, to be effective, shall be adopted during the last two calendar months of the then current term of this agreement. This agreement may be continued and extended for successive one-year terms: provided that, in any event, this agreement shall not be extended after its expiration in the year 2015 without City Council and Columbia County Commissioners approval.

3. For the services to be performed the City shall collect all the building inspection fees and other fees paid due and collectible pursuant to the State Building Codes. The fees to be collected shall be those as last adopted by the Columbia County Board of County Commissioners. The City shall retain one hundred percent (100%) of State Surcharges collected and ten percent (10%) of the building permit and plan review fees collected exclusive, of the first one hundred dollars (\$100) for each permit, with the remaining collected fees to be paid, on a monthly basis, to the County which shall be the total compensation and consideration due to the County for all services rendered by the County pursuant to this agreement.

4. Termination.

A. Termination without Cause. Either party may terminate this agreement at any time without cause by providing at least sixty (60) days advance notice of termination in writing to the other party. Any termination by the County without cause shall not be effective until a date at least sixty (60) days after the written notice of termination is delivered to the other party.

B. Termination for Cause. In the event either party fails to adequately and satisfactorily comply with all terms and requirements of this agreement, the other party, at its option, may immediately terminate this agreement. It is recognized that building inspection services have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this agreement. Therefore, the right to terminate for cause and without advance notice is an important provision of this agreement, related to public health, safety and welfare.

The failure of the election of a party not to terminate this agreement in the event of one or more breaches or defaults shall not constitute a waiver of the right to terminate this agreement in the event of future or additional breach or default.

5. The parties specifically agree that the County is an independent County and not an employee of the City. The County shall use its own employees, personnel, building space, equipment and facilities for performing this agreement. In providing performance under this agreement, the County shall not be under the supervision or control of the City. The County shall provide supervision for building inspection services. The County shall pay compensation, employee benefits, taxes, industrial insurance, social security, and unemployment insurance for its employees.

6. The County covenants and agrees to defend and hold the City harmless from and against all claims, causes of actions, liabilities and judgments which arise or result from any acts or omission of the County or County's employees.

7. The County shall not assign or sub-contract this agreement or any portion of this agreement without the prior written consent of the City.

8. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This agreement may not be amended, modified or changed in any respect, except in writing signed by both parties.

9. The parties agree that this is not an exclusive service contract. The County may provide similar or compatible services to other entities; provided that the County must at all times fulfill obligations and duties and meet the standards established in this agreement.

10. The County will record this agreement with the Auditor of Columbia County as required by statute.

11. Severability. The provisions of this cooperative management agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be valid, the decision shall not affect the validity of the remaining portions of this agreement.

IN WITNESS WHEREOF, this Interlocal Agreement is adopted this _____ day of _____, 200__.

County of Columbia

City of Waitsburg

Chairman, Board of County Commissioners Markeeta Little Wolf, Mayor

ATTEST:

ATTEST:

Leanne Peters, Clerk of the Board

Randy Hinchliffe, City Clerk

APPROVED AS TO FORM

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Rea Culwell, Prosecuting Attorney

Janelle Carman, City Attorney