

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BINGEN AND SKAMANIA COUNTY
FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES**

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

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

WHEREAS, the County is willing to provide Building Inspection and Plan Review 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. SCOPE OF SERVICES

- a. The County agrees to provide Building Inspection and Plan Review services, including issuance of the Certificate of Occupancy, for all structures within the City's area of jurisdiction for the duration of this agreement, unless otherwise agreed to by both parties.
- b. As used in this Agreement, "Building Inspection and Plan Review 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.
- c. The County agrees to provide personnel qualified and certified to provide inspection and plan review services in accordance with applicable laws and codes.
- d. Both parties agree to use the permitting software utilized by the County as the sole permitting and inspection software for all development as it pertains to the County providing inspection and plan review services. This will include but is not limited to, a direct link on the City website to the County Building Permit web page for all building permit submittals.
- e. The County shall maintain files and building plans required for Building Inspection and Plan Review 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.

- f. The County shall meet monthly with City staff or leadership and quarterly with the City Council to discuss active projects.
- g. The County shall provide email notification to City staff each time a permit is issued. Notification will include permittee name, address of work, and type of permit.
- h. The City shall maintain responsibility for ensuring appropriate setbacks, water connections, and sewer connections.
- i. 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.
- j. 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.

2. COMPENSATION

- a. The County will collect a permit fee from building permit applicants, 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.
- b. Both parties agree that the County will be fully compensated by the City's permit fees charged and collected for services performed under this agreement including plan review, inspections, travel time, phone calls, meetings, or any administrative duties.
- c. The County will return 5% of permitting fees quarterly to the City to cover administrative costs at the City.

3. EXCLUSIVE AGREEMENT

- a. 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.

4. STATUS OF THE PARTIES

- a. Both parties understand and agree that Skamania County is acting hereunder as an independent contractor, with the intended result that control of Skamania County personnel, discipline, and all other aspects of employee management shall be governed entirely by Skamania County.

5. INDEMNIFICATION

- a. Bingen agrees to indemnify, hold harmless, and defend Skamania County, its agents and employees, from and against any and all claims, losses, or actions for any sort, including reasonable attorney's fee and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Skamania County staff while Skamania County staff is performing services for Bingen.
- b. Skamania County agrees to indemnify, hold harmless, and defend Bingen, its agents and employees, from and against any and all claims, losses, or actions for any sort, including reasonable attorney's fee and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Skamania County staff while Skamania County staff is performing services for Skamania County.
- c. Both parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against their respective employees, agents, contractor, subcontractors, or other representatives.
- d. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$1,000,000 per occurrence/aggregate for property damage. The City agrees that their insurance and/or self-insurance pool coverage shall be primary and non-contributory when Skamania County employees are performing work on behalf of City. The City will provide proof of insurance coverage (or pool membership) to County and will notify County 60 days immediately if there is a lapse in coverage.

6. AGREEMENT MODIFICATIONS

- a. Either party may request modification of this Agreement at any time. Each modification shall be expressed in writing, signed by both parties, and filed with the original Agreement.

7. PERIOD OF AGREEMENT

- a. The period of this Agreement shall begin upon its execution by both parties and shall continue until December 31, 2024.
- b. 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.

8. TERMINATION FOR PUBLIC CONVENIENCE

- a. Either party may terminate this Agreement in whole or in part whenever either party determines, in their respective discretion, that such termination is in the

interests of the respective party. Whenever the Agreement is terminated in accordance with this paragraph, Skamania County shall be entitled to payment for actual work performed at the date of termination. Notice of termination shall be given in writing at least ninety (90) days prior to the effective termination date. Any investigations not completed on the date of termination shall be completed and Skamania County shall be compensated for such services according to the terms of this Agreement.

9. NOTICES

a. Notices required by this Agreement shall be provided in writing to the parties at the following addresses:

Skamania County
Community Development Director
PO Box 1009
Stevenson, WA 98648

City of Bingen
City Administrator
PO Box 607
Bingen, WA 98605

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF BINGEN

SKAMANIA COUNTY

Dated: April 20, 2022.

Dated: April 26, 2022.

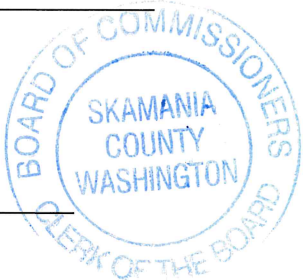
[Signature]
Mayor

[Signature]
BOARD OF COUNTY COMMISSIONERS
Chairman

Attest:
[Signature]
Clerk of the City of Bingen


[Signature]
Commissioner
[Signature]
Commissioner

Attest:
[Signature]
Clerk of the Board



APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:



Attorney for the City of Bingen

Dated: 4/21 _____, 2022.

Skamania County Prosecutor


Dated: _____, 2022.

APPROVED AS TO FORM ONLY:

Attorney for the City of Bingen

Dated: _____, 2022.

APPROVED AS TO FORM ONLY:



Skamania County Prosecutor

Dated: 4/26/22, 2022.