INTERLOCAL AGREEMENT FOR
BUILDING INSPECTION AND PLAN REVIEW SERVICES
BETWEEN THE CITY OF STEVENSON AND THE CITY OF BINGEN

This is an agreement between the City of Stevenson and the City of Bingen (which may hereinafter be referred to as “Stevenson” and “Bingen” respectively), pursuant to which Stevenson agrees to provide a building inspector responsible to review plans, issue building permits and inspect construction. Stevenson and Bingen are municipal corporations and may contract with one another for services under RCW Chapter 39.34.

THE PARTIES AGREE AS FOLLOWS:

1. Stevenson shall provide the services of a building inspector to perform the following building inspection services:
   b. Plan Review: Examine submitted drawings for compliance with all relevant codes. Interface with architects, engineers, designers, builders, subcontractors, and owners via written correspondence, telephone, office and site conferences.
   c. Consultation: Provide interpretations for the building and related codes to applicants, permit holders, contractors and city staff. Provide advice and direction at pre-application meetings for contractors, realtors, architects, engineers, and prospective property purchasers. Assist city staff with site evaluations and recommendations relative to proposals for plants and subdivisions. Advise city staff on technical compliance with codes and code enforcement laws (subject to Bingen City Attorney review) relative to the procedures and format. Provide expert testimony for legal proceedings when requested by Bingen.
   d. Administration/Coordination: Recommend and assist in updating master forms for building, plumbing, mechanical permit application, code handouts for plan review and other related code information. Evaluate and make recommendations for updating fee schedules. Recommend and assist Bingen City Administrator and Bingen City Attorney in code update for compliance with state requirements. Assist the Bingen City Administrator and staff with code enforcement relative to building violations issues.
   e. Outside Plan Reviews: In the event an applicant submits plans for a large and complicated building project outside the expertise of the Building Inspector, the Building Inspector shall notify Bingen that an engineer or other appropriate agent may be needed to complete the plan review. In that event, the Building Inspector, in discussion with the Bingen City Administrator, shall coordinate the outside plan review and consult with outside review consultants as needed.

2. Stevenson’s Building Inspector shall be designated as the Building Inspector for Bingen. These services shall be provided under the schedule and terms set forth below. All permits, applications,
records, data and forms will remain with and are the property of Bingen. While providing these services, the Building Inspector shall be under the direction and supervision of the Mayor of Bingen and should report to the Mayor or his/her designee. Any public records request directed to the Building Inspector shall be referred promptly to the Bingen City Administrator as the designated Records Officer for processing.

3. Stevenson’s Building Inspector shall be available for inspections, site review, and onsite consultations on the following schedule:
   - Tuesdays and Thursdays – times to be scheduled in advance (24 hour notice)
   - On demand call out for additional times, subject to availability
   - Telephone consultations will be available from 7:30 a.m. to 4:00 p.m., on a prorated hourly charge.

Emergency calls, defined as work performed after normal working hours, during a holiday, or on weekends, for building inspections or other related services may be provided upon request of Bingen under the fee schedule listed below.

4. Compensation paid for the services provided by the Stevenson Building Inspector shall be based on the fee schedule set forth below. Payment shall be made monthly. Stevenson will bill Bingen monthly within ten days after the end of the month. Payment by Bingen will be due within thirty (30) days of receipt of the bill.

**Fee Schedule**

- **a.** Scheduled Days – Monday through Friday $62.27 per hour
- **b.** Telephone consultations $15.56 per 15 minute block
  
  Telephone consultations must be reported on telephone log
- **c.** Additional hours outside normal work day/ emergency call outs $81.23 per hour

Travel time to and from the City of Stevenson will be charged.

Mileage will be reimbursed using the standard mileage rate issued by the Internal Revenue Service. Mileage must be recorded in a mileage log.

5. Requests and reports between the two cities shall be communicated between the Mayor of Bingen and Mayor of Stevenson or their designees at their respective addresses:

   City of Stevenson  
   PO Box 371  
   Stevenson WA 98648

   City of Bingen  
   PO Box 607  
   Bingen WA 98605

6. The duration of this agreement shall be January 1, 2015 through December 31, 2015 with an option to renew the agreement for one additional calendar year understanding the fee schedule shall be negotiated annually. This agreement is subject to termination at the discretion of either party upon not fewer than ninety (90) days written notice, mailed by certified mail by either City.
to the other. Termination shall not release any party from liability or obligation with respect to any matter rising under this Agreement occurring prior to the effective date of said termination.

7. a. The City of Bingen agrees to indemnify, hold harmless and defend the City of Stevenson, its agents and employees, from and against any and all claims, losses, or actions for any sort, including reasonable attorney’s fees and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Building Inspector and elected and appointed inspectors, officers, agents, or employees acting pursuant to the Building’s Inspector’s direction, while the Building Inspector is performing services for or while in transit to and from the City of Bingen.

b. The City of Stevenson agrees to indemnify, hold harmless and defend the City of Bingen, its agents and employees, from and against any and all claims, losses, or actions of any sort, including reasonable attorney’s fees and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Building Inspector and elected and appointed inspectors, officers, agents, or employees acting pursuant to the Building Inspector’s direction, while the Building Inspector is performing services for the City of Stevenson.

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.

8. 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.

9. No administrative entity is created by this Agreement and to the extent that any administration is required, the respective mayors or their respective designees shall perform the administration; no real or personal property shall be acquired by the parties jointly pursuant to this Agreement.

10. The City of Bingen shall create and maintain a budget for the implementation of the Agreement.

11. Stevenson Building Inspector shall maintain all required certifications to perform the duties as outline in the Agreement.

12. Stevenson covenants that it is an equal opportunity employer.

13. In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.

14. If any suit or action is filed by an party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney’s fees at trial and on appeal.

15. This contract is the entire agreement between the parties and supersedes all previous agreements and understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.
16. This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

17. Inter-local Agreement Representations:
This is an inter-local agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

a. Duration. This AGREEMENT shall terminate December 31, 2015, or sooner as provided in paragraph 6 above.

b. Organization. No new entity will be created to administer this agreement.

c. Purpose. The purpose of this agreement is to enable the City of Stevenson to provide building inspector services to the City of Bingen.

d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.

e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6, above.

f. Other. All terms are covered by this Agreement. No additional terms are contemplated.

g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Inter-local Agreement.

h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor and the Klickitat County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

CITY OF STEVENSON  
A MUNICIPAL CORPORATION

By:_____________________________

Frank Cox, Mayor

ATTEST:

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Clerk of the City of Stevenson

APPROVED AS TO FORM:

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Attorney for the City of Stevenson

CITY OF BINGEN  
A MUNICIPAL CORPORATION

By:_____________________________

Betty J. Barnes, Mayor

ATTEST:

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Clerk of the City of Bingen

APPROVED AS TO FORM:

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Attorney for the City of Bingen