INTER-LOCAL AGREEMENT FOR BUILDING INSPECTION
AND PLAN REVIEW SERVICES BETWEEN THE CITY OF
STEVENSON AND SKAMANIA COUNTY

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

WHEREAS, the County desires to contract with Stevenson to provide the County building inspection office with an on call building inspector to assist the County Building Inspector with the review of plans and inspection of construction, and

WHEREAS, Stevenson, by and through, its building department, wishes to provide an on call building inspector capable of providing building plan review and inspect construction, and

WHEREAS, the County is willing to provide to the City, on request, a building inspector during scheduled absences (training, vacation, and extended sick leaves) of the City’s building inspector or in potential situations where there is a conflict of interest.

NOW, THEREFORE, in consideration of the terms and conditions set forth below it is agreed 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 County staff. Provide advice and direction at pre-application meetings for contractor, realtors, architects, engineers and prospective property purchasers. Assist County staff with site evaluations and recommendations relative to proposals for plats and subdivisions. Advise County staff on codes and code enforcement laws relative to the procedures and format. Provide expert testimony for legal proceedings when requested by Skamania County.
   d. Administration/Coordination: The Stevenson Building Inspector shall work under and report to the Skamania County Building Inspector. The Stevenson Building Inspector will assist the Skamania County Building Inspector. The Stevenson Building Inspector will assist the Skamania County Engineer 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 Stevenson Building Inspector, the Stevenson Building Inspector may notify the County Building Inspector that an engineer or other appropriate agent may be needed to complete plan review.

2. Stevenson’s Building Inspector shall be designated as the assistant to the Building Inspector for Skamania County. 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 Skamania County. While providing these services, the Stevenson Building Inspector shall be under the direction and supervision of the Building Inspector of Skamania County and should report to the County Building Inspector or his designee.

3. Stevenson’s Building Inspector shall be available to Skamania County on an on call bases during normal office hours or on an as needed base with 24-hour notice.

4. Compensation paid for the services provided by the Stevenson Building Inspector shall be based on the fee schedule in Attachment “A”, Section 2.a. Payment shall be made monthly. Stevenson will bill Skamania County monthly within ten days after the end of the month. Payment by Skamania County will be due within thirty (30) days of the receipt of the bill.

5. Compensation paid for the services provided by the Skamania County Building Official shall be based on the fee schedule set forth in Attachment “A”, Section 1.a. Payment shall be made monthly. Skamania County will bill Stevenson monthly within ten days after the end of the month. Payment by Stevenson will be due within thirty (30) days of receipt of the bill.

6. Requests and reports between the City and County shall be communicated between the Skamania County Director of Public Works and Mayor of Stevenson or their designees at their respective addresses:

   **To Stevenson:**
   - Building Department
   - PO Box 371
   - Stevenson, WA  98648

   **To Skamania County:**
   - Building Division
   - PO Box 1009
   - Stevenson, WA  98648

7. This agreement shall take effect upon signatures of both agencies and shall be in full force for the period of November 1, 2014 through October 31, 2018, with the ability to amend rates in Schedule “A” annually by written notice, if required; and to extend the Agreement by amendment for three (3) additional four (4) year terms, unless terminated by one of the parties.
   a. This agreement is subject to termination at the discretion of either party upon sixty (60) days written notice, mailed by certified mail by either party to the other.
   b. Termination shall not release any party from liability or obligation with respect to any matter arising under this Agreement occurring prior to the effective date of said termination.
8. (a) In agreeing to provide a Building Inspector’s services to the County, Stevenson makes no guarantee or warranty as to the services to be provided.
(b) Skamania County agrees to indemnify, hold harmless, and defend the City of Stevenson, its agents and employees, from the 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 Inspector’s direction, while the Building inspector is performing services for the County.
(c) In agreeing to provide a Building Inspector’s services to Stevenson, the County makes no guarantee or warranty as to the services to be provided.
(d) The City of Stevenson agrees to indemnify, hold harmless and defend the County, its agents and employees, from the 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.
(e) 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, contractors, subcontractors or other representatives.

9. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or self-insured coverage shall have limits of at least $1,000,000 per occurrence and $1,000,000 per occurrence/aggregate for property damage.

10. This Agreement shall be administered by the Stevenson City Administrator; the County shall create and maintain a budget for the implementation of the Agreement; and the parties respective elected officials shall determine the manner of acquiring, holding, or disposing of any property which may be acquired pursuant to this Agreement.

11. Stevenson covenants that it is any equal opportunity employer.

12. 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.

13. No changes or modifications to this agreement shall be valid or binding upon either party unless such changes modifications be in writing and executed by both parties.
   a. Excludes annual rate schedule changes as addressed in Section 7

14. If any suit or action is filed by any 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, the 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 or understandings between them.

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 four years from the date of execution or sooner as provided in paragraph 7, above.

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

   c. Purpose. The purpose of this agreement is to enable Skamania County and the City of Stevenson for reciprocal building inspection services.

   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 7, above.

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

   g. Selection of Administrator. The Skamania County Public Works Director 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 or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
IN WITNESS WHEREOF, the parties have executed this agreement as of the following date:

Dated: _____________________________, 2014

CITY OF STEVENSON
A MUNICIPAL CORPORATION

By: ______________________________
    Frank Cox, Mayor

CHAIRMAN

ATTEST:

_______________________________
Commissioner

City Clerk

Approved as to form only:

_______________________________
Commissioner

City Attorney

Aye ________
Nay ________
Abstain ______
Absent ______

ATTEST:

_______________________________
Clerk of the Board

Approved as to form only:

_______________________________
Skamania County Prosecuting Attorney
ATTACHMENT A

Compensation paid for the services provided by each Agency shall be based on the fee schedule set forth below.

1) 2014 FEE SCHEDULE
   a. SKAMANIA COUNTY

   Regular compensation - $41.31/hour
   Overtime compensation - $41.31/hour
   Vehicle Compensation for use of County vehicle $0.40/mile
   Telephone Consultation, billed @ 15 min. blocks $10.33/.25 hour

2) 2014 FEE SCHEDULE
   a. CITY OF STEVENSON

   Regular compensation - $52.43/hour
   Overtime compensation - $52.43/hour
   Vehicle Compensation for use of City vehicle $0.40/mile
   Telephone Consultation, billed @ 15 min. blocks $13.11/.25 hour