

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION
AND PLAN REVIEW SERVICES BETWEEN THE CITY OF
STEVENSON AND THE CITY OF NORTH BONNEVILLE FOR 2019/2020**

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

WHEREAS, North Bonneville desires to contract with Stevenson to provide a building inspector responsible for the review of plans, issuance of building permits and inspection of construction, and

WHEREAS, Stevenson, by and through, its building department, wishes to provide a building inspector capable of providing building plan review, issue building permits, and inspect construction, and

WHEREAS, such contracts are authorized by the provisions of RCW 39.34.010 et seq.,

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:
 - a. Building Inspection: Inspections to enforce the International Building Code (2012 Edition), International Residential Code (2012 Edition), International Mechanical Code, (2012 Edition), 2012 Uniform Plumbing Code, International Fire Code (2012 Edition), 2012 Edition of the Washington State Energy Code, the 2012 International Fuel Gas Code and relevant sections of the City of North Bonneville Ordinances or such other ordinances adopted during the term of this agreement for building, plumbing, mechanical, ventilation and air quality, grading and energy
 - 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 contractor, realtors, architects, engineers and prospective property purchasers. Assist city staff with site evaluations and recommendations relative to proposals for plats and subdivisions. Advise city staff on codes and code enforcement laws relative to the procedures and format. Provide expert testimony for legal proceedings when requested by North Bonneville.
 - d. Administration/Coordination: Provide all 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 in code update for compliance

with state requirements. Assist the North Bonneville Public Works Director 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 may notify North Bonneville that an engineer or other appropriate agent may be needed to complete plan review.
2. Stevenson's Building Inspector shall be designated as the Building Inspector for North Bonneville. 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 North Bonneville. While providing these services, the Building Inspector shall be under the direction and supervision of the Mayor of North Bonneville and should report to the Mayor or his designee.
3. 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 North Bonneville monthly within ten days after the end of the month. Payment by North Bonneville will be due within thirty (30) days of receipt of the bill. The Building Inspector shall at all times be an employee of the City of Stevenson and shall not be an employee of the City of North Bonneville. The Fee Schedule set forth below shall be a fully-loaded rate and the City of Stevenson shall pay all Building Inspectors' employment taxes, benefits and employment-related liabilities.

FEE SCHEDULE

a. Regular Compensation	\$58.00/hour
Vehicle Compensation	\$14.00/trip
b. Telephone Consultation, billed @ 15 min. blocks (Only if reported on telephone log report)	\$58.00/hour
c. Additional hours of work requested outside normal work day or emergency call out (OT)	\$65.72/hour
Vehicle Compensation	\$14.00/trip

4. Request and reports between the two cities shall be communicated between the Mayor of North Bonneville and Mayor of Stevenson or their designees at their respective addresses:

To Stevenson:

Building Inspector
PO Box 371
Stevenson, WA 98648

To North Bonneville:

Building Inspector
PO Box 7
North Bonneville, WA 98639

5. The duration of this agreement shall be for two (2) years with the exception of any adjustment to the fee schedule for fiscal year 2020 that shall be made prior to January 31, 2020 by written notice to the City of North Bonneville by the City of Stevenson.

This agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect thereafter until December 31, 2020 or unless terminated by one of the parties. This agreement is subject to termination at the discretion of either party upon sixty (60) 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.

6. (a) In agreeing to provide a Building Inspector's services to North Bonneville, Stevenson makes no guarantee or warranty as to the services to be provided.
(b) The City of North Bonneville 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 Inspector's direction, while the Building Inspector is performing services for the City of North Bonneville.
(c) The City of Stevenson agrees to indemnify, hold harmless and defend the City of North Bonneville, 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.
(d) 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.

7. Insurance.

A. Minimum Scope of Insurance

Both parties' required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for

liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation (Stevenson Only) coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
9. This Agreement shall be administered by the Stevenson City Administrator; the City of North Bonneville shall create and maintain a budget for the implementation of the Agreement; and the parties respective mayors shall determine the manner of acquiring, holding, or disposing of any property which may be acquired pursuant to this Agreement.
10. Stevenson covenants that it is an equal opportunity employer.
11. 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.
12. No changes or modifications to this contract shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.
13. 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, 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.
14. This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

15. This contract shall be governed by and construed under the laws of the State 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.
16. Copies of this contract shall be filed with the North Bonneville City Clerk, the Stevenson City Clerk and the Skamania County Auditor.
17. Representation. By signing below, both parties acknowledge Kenneth B. Woodrich, Attorney at Law, represents both parties in this matter, and that he is acting only as a scrivener herein. For advice concerning rights and responsibilities herein, both parties are advised to seek independent counsel, and In the event of any dispute concerning this agreement the parties understand Kenneth B. Woodrich will withdraw from representation of either party.
18. Interlocal Agreement. This is an Interlocal Agreement and the following information is provided in furtherance thereof:
 - a. Duration. The duration shall be for the period stated in paragraph 5 above, or as otherwise agreed to by the parties pursuant to this Agreement.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is set forth in paragraph 1, above.
 - d. Manner of Financing. The Cities intends to finance this agreement through the appropriate fund as determined by the City Administrator.
 - e. Termination of Agreement. The parties shall have no right to terminate this agreement except as provided in paragraph 5, above.
 - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
 - g. Selection of Administrator. The (choose one:) City Administrator of the City of Stevenson shall be the Administrator for this Interlocal Agreement.
 - h. Manner of Acquiring Property. This Agreement will not directly result in the acquisition of any additional property.

CITY OF STEVENSON

a municipal corporation,

By: _____
Scott Anderson, Mayor

Date: _____

ATTEST:

Clerk of the City of Stevenson

Date: _____

CITY OF NORTH BONNEVILLE

a municipal corporation,

By: _____
Brian Sabo, Mayor

Date: _____

ATTEST:

Clerk of the City of North Bonneville

Date: _____