

INTERLOCAL AGREEMENT
FOR BUILDING PERMIT AND INSPECTION SERVICES

Between

GARFIELD COUNTY
and
COLUMBIA COUNTY

This agreement made and entered into, by and between Garfield County, a political subdivision of the State of Washington, hereinafter referred to as “Garfield Co.”, the County of Columbia, a Political Subdivision of the State of Washington, hereinafter referred to as “Columbia Co.”.

WHEREAS, both Counties are municipal entities operating under the arrangements of Title 36 Revised Code of Washington (RCW) and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW; and,

WHEREAS, Garfield Co. has requested assistance in the issuance of building permits and inspections related thereto; and,

WHEREAS, Garfield Co. has agreed to reimburse Columbia County for costs related to staff time, travel expenses, and administrative costs associated with this agreement; and,

WHEREAS, Garfield Co. is without a Certified Building Inspector; and,

WHEREAS, the Columbia Co. Building Inspector is ICC certified; and,

WHEREAS, Columbia Co. may only provide the services stipulated in this agreement so long as the normal operation and services provided by Columbia Co. and its legal obligations to citizens and current clients are not disrupted or compromised; and,

WHEREAS, this document will supersede any and all existing interlocal agreements regarding building permits and inspections between Columbia Co. and Garfield Co; and,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Columbia Co. shall, in accordance with the Washington State Codes and Regulations related to enforcement of the 2015 International Building codes and subsequent adopted Codes, provide the following:
 - a. In a timely manner review Building Permits and plans for compliance with the current IBC.

- b. Return permit application and reviewed/approved plans with corrections for further consideration or issuance by Garfield Co.
- c. Be available and provide inspection services for issued permits basis at least two days per week, during normal business hours, except weekends and national holidays, and when vacation and/or travel for work purposes prohibits Columbia Co. from being available two days a week .
- d. Take requests for and schedule building inspections for plans and/or permit applications returned to Garfield Co. for issuance.
- e. Provide consultation services to permit applicants by phone or in person as reasonably necessary including review of corrections noted on submitted plans.
- f. Provide notice of Final Inspection and Occupancy Permit to Garfield Co. when building complies with current IBC.
- g. Inform Garfield Co. of all updates on any outstanding Garfield Co. by providing read-only access to online permit database.
- h. Return records received or generated pursuant to the services performed under this Agreement to Garfield Co. for retention.

Bill Garfield Co. for services provided based on costs associated with said building permits, per the adopted fee schedule, minus 15% which shall be retained by Garfield Co. Billing shall be sent monthly to include copies of issued permits and total due minus 15%.

2. Garfield Co shall:

- a. Receive all permit applications and review for compliance with local land use regulations.
- b. Send only permit applications that have been found to be in compliance with Garfield Co. regulations to Columbia Co. for service pursuant to this agreement.
- c. Collect all permit fees and retain 15% to cover Garfield Co. administrative services. The 85% remaining shall be mailed to Columbia Co. on a monthly basis following the receipt of the monthly billing.
- d. Deliver permit applications and plans to Columbia Co. in a timely manner.
- e. Issue permits after plan check for compliance with building codes by Columbia Co.
- f. Retain all records as required by the State of Washington.
- g. Reimburse Columbia Co. for services provided as stipulated above within thirty (30) days of being billed.
- h. Inform Columbia Co. when the services stipulated herein are no longer required or formally request and extend this agreement.

3. Hold Harmless and Indemnification:

- a. The Columbia Co. shall hold harmless, indemnify and defend Garfield Co., its officers, officials, employees, and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the Columbia Co.'s acts, errors, or omissions in the performance of this interlocal agreement. Provided, that Columbia Co.'s obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of Garfield Co., its officers, officials, employees, or agents.

- b. Garfield Co. shall hold harmless, indemnify and defend Columbia Co., its officers, officials, employees, and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of Garfield Co.'s acts, errors, or omissions in the performance of this interlocal agreement. Provided, that Garfield Co.'s obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Columbia Co., its officers, officials, employees, or agents.
 - c. Should both parties be found at fault or liable under a and b herein, each shall be responsible for their pro rata share of fault or liability.
4. This agreement is the entire understanding of the parties and no verbal or other written agreement shall change this agreement or be binding on any of the parties hereto.
5. Duration of Agreement/Termination: This agreement shall remain effective until canceled by either party in writing with five days' notice. Garfield Co. shall pay for work actually performed up to the date of withdrawal.
6. Attorneys' Fees: Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses, and fees incurred in any appeal.
7. Assignment: No party to this agreement may assign its rights or obligations arising from this agreement, in whole or in part, without prior written consent of the other party.
8. Disputes: The laws of Washington State shall govern this agreement. Venue for any action under this agreement shall be in Columbia County, Washington.
9. Waiver: The failure of any party to insist upon strict performance of any of the covenants or conditions of this agreement in any one or more instances shall not be

construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

10. **Funding:** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract for any future fiscal period, Columbia Co. will not be obligated to perform after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the Columbia Co. in the event this provision applies.
11. **Compliance With Laws:** The Parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
12. **Nondiscrimination:** The Parties, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.
13. **Effective Date:** The effective date of this interlocal agreement shall be April 1st, 2018.

Dated this ____ day of _____, 2018.

Chairman of the Board, Columbia County

Approved as to Form: _____
Columbia County Prosecuting Attorney

Attest: _____
Columbia County Clerk of the Board

Dated this ____ day of _____, 2018.

Chairman of the Board, Garfield County

Approved as to Form: _____
Garfield County Prosecuting Attorney

Attest: _____
Garfield County Clerk of the Board