

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF LONGVIEW & KELSO, WASHINGTON
RELATING TO BUILDING CODE ADMINISTRATION, PLANNING, PLANS
EXAMINATION, & BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF LONGVIEW, hereinafter "Longview", and the CITY OF KELSO, hereinafter "Kelso".

WHEREAS, Kelso and Longview are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Longview's Community Development Department maintains building and planning divisions that regularly enforces and administers the building code requirements, reviews building permit applications, planning actions, and conducts building inspections; and

WHEREAS, Kelso desires to utilize the resources of Longview to assist Kelso in performing building code administration, plan review, current planning and zoning review, and building inspection; and

WHEREAS, Kelso has agreed to compensate Longview for performing these services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Kelso and Longview as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework, roles, and responsibilities in order to have Longview perform building code administration, plan review, current planning and zoning review, and inspection services for the City of Kelso for payment.

2. Services-Generally.

2.1. Approval and Priority. All services provided by Longview to Kelso, as detailed in this Agreement, will be performed by Longview's Community Development staff ("Longview Staff") as approved and directed by Longview's Community Development Director (the "Longview Director") or Longview's Building Official ("Longview Building Official") and subsequent to regularly assigned duties for Longview staff.

2.2 Joint Procedures. The Community Development Directors for each party shall develop mutually agreeable procedures for the notification, transmittal, review, and communication regarding the services performed under this agreement. The Directors will periodically review these procedures and confer as needed to address any issues that arise in the administration of this Agreement. In the event of a dispute regarding the interpretation, application, or performance of these procedures or this agreement, the City Managers of each party shall meet to attempt to resolve the dispute prior to the dispute resolution process set out in Paragraph 12.2

3. Building Official Services. The Kelso Community Development Director (“Kelso Director”) shall perform the duties of Kelso Building Official to enforce and administer the provisions of the Kelso building code and render interpretations of the code in accordance with the adopted construction codes.

3.1 Kelso’s Building and Planning staff will perform permit intake, application administration and monitoring, and permit issuance for Kelso.

3.2 Upon request, Longview will provide Building Official services to Kelso to assist the Kelso Building Official in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

3.3 Longview’s Staff will perform building plan review and inspections, and/or building code enforcement duties upon request by Kelso and pursuant to the procedures provided in this Agreement.

4. Building Plan Review Services. Longview Staff will review plans for code compliance upon request and in accordance with the current construction codes as adopted and amended by the State of Washington and Kelso.

4.1 Kelso shall submit requests for any plan review services to the Longview Director, or his/her designee.

4.2 Plans shall be reviewed and returned to the applicant within the timeframes established for such review by Kelso’s applicable municipal code sections.

4.3 If approved, Longview’s Staff will indicate in writing that the drawings have been reviewed for code compliance. Approved sets of plans shall be returned to Kelso for issuance.

4.4 Longview’s Director will assign appropriate staff to attend meetings as requested by Kelso, such as pre-application meetings and pre-submission meetings.

5. Building Inspection Services. Longview Staff shall perform building inspections, including building, plumbing, and mechanical inspections, upon request. The governing codes used for

inspection shall be those adopted by Kelso within Chapter 15.03 of the Kelso Municipal Code as amended. Inspections will be performed according to the regular inspection schedule set by the Longview Director in coordination with the Kelso Director. Procedures shall be established and agreed upon by both parties for 1) the notification of Longview's designated staff of inspections waiting to be scheduled, 2) the regular conduct and completion of building inspections, and 3) the notification of Kelso staff of inspection status and disposition.

6. Current Planning Services. Longview Staff shall perform current planning services, upon request, including site plan review, zoning code review and interpretation, zone change requests, SEPA review (threshold determination, checklist review, and determination preparation), shorelines development permit and critical areas review for development applications received by the City. The services shall be performed in coordination with City staff and all determinations shall be approved and issued by the Kelso Director. Procedures shall be established and agreed upon by both parties for 1) the notification of Longview's designated staff of applications and projects waiting for review, 2) the regular conduct and completion of current planning review, and 3) the notification of Kelso staff of review status and recommended actions.

7. Term of Agreement. This agreement shall become effective immediately upon ratification by both legislative bodies of the City of Kelso and the City of Longview and shall continue indefinitely unless terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

8. Payment to Longview. In consideration of this Agreement and the services provided, Kelso shall pay Longview an hourly rate for all services provided by Longview under this Agreement, as listed in Exhibit A. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

8.1 Billing Statement. Longview shall submit a monthly statement to Kelso that shall contain the following:

- a. Date of service
- b. Hours of work

8.2 Billing Statement Dispute. In the event that there is a dispute regarding the amount of money owed by Kelso to Longview, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute. Kelso shall be required to pay Longview regardless of whether Kelso is paid or collects fees for the services that involved

the work of Longview. Payments for services rendered shall be made by Kelso each month within thirty (30) days of receipt of the billing statement from Longview.

9. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by Kelso shall remain the property of Kelso, and any property owned by Longview shall remain the property of Longview.

10. Independent Contractor. The Parties understand and agree that Longview is acting hereunder as an independent contractor and shall maintain control of all Longview employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All Longview personnel rendering service hereunder shall be, for all purposes, employees of Longview, although they may from time to time act as officers of Kelso.

11. Termination.

11.1. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

11.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

11.3. Termination for Breach. Longview may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Kelso to make payments as required by this Agreement. Kelso may terminate this Agreement upon fourteen (14) days advance written notice in the event Longview fails to provide services as required in this Agreement except disputes handled per Section 7.2.

12. Indemnification and Hold Harmless. Longview agrees to defend, indemnify, and hold harmless Kelso, and each of its employees, officials, agents, and volunteers, from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Longview or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Longview or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

Kelso agrees to defend, indemnify, and hold harmless Longview and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions

or inactions by Kelso or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Kelso or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The rights, duties and obligations set forth in this section 12 (Indemnification and Hold Harmless) survive termination or expiration of this agreement.

13. Miscellaneous.

13.1. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.2. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Cowlitz County Superior Court, Cowlitz County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

13.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

13.5. Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.6. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

13.7. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.8. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

13.9. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

Dated: _____

Dated: _____

City of Longview

City of Kelso

By: _____

By: _____

City Manager

City Manager

Attest: _____

Attest: _____

City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

A. EXHIBIT A

BUILDING/PLANNING DEPARTMENT SERVICES FEES

2013 Hourly Rates (includes veh/equip costs)

Building Official	...69.00
Field Inspector	...59.00
Plans Examiner	...55.00
<u>Current Planner</u>	<u>...61.00</u>