

INTERLOCAL AGREEMENT
FOR BUILDING PERMIT AND INSPECTION SERVICES

Between

THE CITY OF POMEROY
and
COLUMBIA COUNTY

This agreement made and entered into, by and between the City of Pomeroy, a political subdivision of the State of Washington, hereinafter referred to as "Pomeroy," the County of Columbia, a Political Subdivision of the State of Washington, hereinafter referred to as "Columbia County."

WHEREAS, the County and the City are municipal entities operating, respectively, 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, Pomeroy has requested assistance, on an as-needed basis, in the issuance of commercial building permits and inspections related thereto; and,

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

WHEREAS, the Columbia County Building Inspector is ICC certified and experienced in commercial permitting and inspecting; and,

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

WHEREAS, the provision of this service will provide Pomeroy with the services of an commercially experienced building inspector,

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

1. Columbia County shall, in accordance with the Washington State Codes and Regulations related to enforcement of the current Washington State Building Codes, provide the following:
 - a. In a timely manner review submitted commercial Building Permits and plans for compliance with the current Washington State Building Code.

- b. Return permit application and reviewed/approved plans with corrections for further review or issuance by Pomeroy.
- c. Be available for and provide inspection services for issued permits on a direct costs reimbursement 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 limits availability.
- d. Take requests for and schedule commercial building inspections.
- e. Provide consultation services to permit applicants by phone, electronically, or in person as necessary, including review of corrections noted on submitted plans.
- f. Provide notice of Final Inspection and Occupancy Permit to Pomeroy.
- g. Inform Pomeroy of all updates on any outstanding Pomeroy permits by providing read-only access to the online permit database.
- h. Return records received or generated pursuant to the services performed under this agreement to Pomeroy for retention.
- i. Bill Pomeroy monthly for services provided based on costs associated with said building permits, per the adopted Columbia County Building Permit fee schedule, minus 15% which shall be retained by Pomeroy.

2. Pomeroy shall:

- a. Receive all permit applications and review for compliance with local land use regulations.
- b. Send only permit applications found to be in compliance with local regulations to Columbia County for service.
- c. Collect and retain all fees associated with said permits and retain 15% to cover Pomeroy administrative services. The remaining 85% shall be mailed to Columbia County following the receipt of the monthly billing.
- d. Deliver permit applications and plans to Columbia County in a timely manner.
- e. Issue permits following review and approval for building code compliance by Columbia County.
- f. Retain all records as required by the State of Washington.
- g. Reimburse Columbia County for services provided as stipulated above within thirty (30) days of being billed.
- h. Inform Columbia County when the services stipulated herein are no longer required.

3. Hold Harmless and Indemnification:

- a. Columbia County shall hold harmless, indemnify and defend Pomeroy, 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 County'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 Pomeroy, its officers, officials, employees, or agents.

- b. Pomeroy shall hold harmless, indemnify and defend Columbia County, 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 Pomeroy's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that Pomeroy's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Columbia County, its officers, officials, employees, or agents.
 - c. Should both parties be found at fault or liable under and be 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. Pomeroy 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 County 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 Columbia County 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 a disability.
13. Effective Date: The effective date of this interlocal agreement shall be July 1, 2021.

Dated this 21st day of June, 2021.


Columbia County Chairman of the Board

Approved as to Form: 
Columbia County Prosecuting Attorney

Attest: 
Columbia County Clerk of the Board

Dated this 25th day of June, 2021.


Mayor, City of Pomeroy

~~Approved as to Form:~~ _____
City of Pomeroy Prosecuting Attorney

Attest: 
Pomeroy City Clerk