

## INTER-LOCAL AGREEMENT

**THIS AGREEMENT** is made by and entered into between the CITY OF WINLOCK, WASHINGTON (hereinafter referred to as "WINLOCK"), and the CITY OF CHEHALIS, WASHINGTON (hereinafter referred to as "CHEHALIS"), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34. This Agreement is intended to address certain building permitting requirements of WINLOCK using CHEHALIS.

**WHEREAS**, WINLOCK has adopted certain land use, development and building regulations by reference to apply within the City and its designated unincorporated urban growth area, and

**WHEREAS**, the parties recognize that it is in the public interest for CHEHALIS to perform certain building permitting functions on behalf of WINLOCK, and

**WHEREAS**, it is appropriate that in order to implement such an arrangement an interlocal agreement be executed between the parties to set forth the conditions and terms of that arrangement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

**1. Purpose.** This Interlocal Agreement is intended to provide an expeditious way for permit applicants in WINLOCK to secure development review, approval and inspections. The parties wish to establish an efficient process under which CHEHALIS would perform certain administrative functions relating to development permits as an agent for WINLOCK, and consistent with the regulations adopted by WINLOCK.

**2. Means of Implementation.** No separate legal entity shall be created to implement the terms of this Agreement. The chief executive officers of CHEHALIS and WINLOCK shall provide joint oversight to administer this Agreement.

**3. Definitions.**

(a) Should any disagreement arise as to the meaning of any specific code requirement, any and all definitions contained within the regulations adopted by WINLOCK shall be interpreted by WINLOCK.

(b) "Code Enforcement" (for purpose of this Agreement) means any action taken relating to any specific permit or approval issued by WINLOCK to apply any adopted regulations thereto.

(c) "Nuisance Abatement" (for purpose of this Agreement) means any action taken by WINLOCK to apply any regulation not vested in any specific permit or approval issued by WINLOCK.

**4. Regulations.** Only regulations adopted by WINLOCK shall be used in the administration of this Agreement. Regulations adopted by CHEHALIS have no applicability in WINLOCK.

**5. Regulatory Responsibility.** Upon specific written request from WINLOCK, and on a case by case and specific permit application basis, CHEHALIS will be responsible for the following administrative actions under the terms of this Agreement:

(a) Accept any permit application for any development within the city of WINLOCK or its urban growth area that is submitted to CHEHALIS by WINLOCK for action by CHEHALIS.

CHEHALIS will not accept applications from any party other than WINLOCK as part of this Agreement.

(b) Determine if additional information is required to constitute a complete building permit application, and notify WINLOCK of the status of the application. If such notice requires additional information or submittal by the applicant ('Notice of Incomplete' form issued by CHEHALIS), the specific information needed shall be itemized using terms appropriate for a building code compliance review. If such notice identifies the application as complete ('Notice of Complete' form issued by CHEHALIS), the application will be considered vested as to building code review as of the date of such notice.

(c) Review any completed permit application for compliance with the adopted building, plumbing, mechanical and/or fire codes.

(d) Notify WINLOCK of the status of the application within 28 days of the date of vesting. If such notice identifies compliance with the applicable building, plumbing, mechanical and/or fire codes, a 'Notice of Approval' will be issued. If such notice identifies items that are not consistent with the applicable codes, a 'Correction Notice' will be issued.

(e) Review any information submitted or re-submitted by WINLOCK associated with any permit application to culminate in a final decision relating to code compliance.

(f) Perform field inspections upon written request of WINLOCK for any permit issued by WINLOCK that has been reviewed and determined by CHEHALIS as complete and compliant.

(g) Submit inspection result forms to WINLOCK indicating the status of the inspection. The CHEHALIS inspector will identify on the inspection record card issued by WINLOCK whenever a requested inspection has passed and is approved. If an inspection is not approved, a correction notice will be issued to the jobsite, and a copy sent to WINLOCK.

WINLOCK shall be responsible for the following administrative actions under the terms of this Agreement:

(a) Provide CHEHALIS with a copy or electronic address of the ordinance or other document that adopts the building, plumbing, mechanical and fire codes for the city of WINLOCK.

(b) Forward any permit application it desires to have CHEHALIS review and make compliance decisions on to the permit processing division of CHEHALIS. Such forward must be in writing and may consist of fax or electronic forwarding to the division, with instructions on what action WINLOCK desires CHEHALIS to take on the submittal. (A standard format will be developed for such transmittals.)

(c) Review applications submitted to WINLOCK for completeness and compliance relating to any code, rule, regulation, or requirement of WINLOCK except those requested of CHEHALIS under this Agreement.

(d) Communicate with applicants regarding the status of permit review or additional requirements of either WINLOCK or CHEHALIS. CHEHALIS will not communicate directly with applicants. Notices issued by CHEHALIS may be forwarded by WINLOCK to the applicant for expediency, however the applicant must be informed that he/she may not communicate directly with CHEHALIS.

(e) Follow-up on correction notices issued to cause the applicant to respond to such notice. CHEHALIS may delay responding to further inspections of a project that has not had a prior correction notice resolved.

(f) Administration, abatement or enforcement of any public nuisance.

**6. On-Call Services.** CHEHALIS may respond to any request for building permit services specifically requested by WINLOCK, within the authority and scope of this Agreement, including but not limited to, performing only field inspections on permits reviewed and decided by WINLOCK.

### **7. Administration.**

(a) WINLOCK hereby delegates to CHEHALIS, as an agent for WINLOCK pursuant to this Agreement, the authority within the city of WINLOCK and its UGA, to receive and make

determinations on development permit applications submitted by WINLOCK, submit staff reports and enter inspection results pursuant to the applicable regulations,

(b) Any appeal initiated against an action or decision rendered by CHEHALIS under this Agreement shall be heard and decided as provided by the appropriate WINLOCK process. CHEHALIS shall participate in any such process as may be required by law or by such process.

(c) CHEHALIS shall not be responsible for any land use (zoning) or environmental decisions on any permit application. WINLOCK shall determine compliance with all applicable land use and environmental requirements prior to issuing any building permit. CHEHALIS may delay responding to requests from WINLOCK during any formal appeal process relating to a specific permit.

(d) This Agreement shall authorize and direct CHEHALIS to perform compliance inspections pursuant to its delegated authority for any permit or use approved by WINLOCK.

(f) WINLOCK shall be responsible for code enforcement arising from permits issued by WINLOCK. WINLOCK shall be responsible for abatement of nuisances within its jurisdiction.

#### **8. SEPA Regulations and Administration.**

CHEHALIS shall not be responsible for any activity requiring compliance with SEPA. WINLOCK shall determine if SEPA compliance for any permit application is required, and perform any required action or notice thereunder.

**9. Fees.** As compensation for performance under this Agreement, WINLOCK shall pay CHEHALIS for time and mileage at the following rates:

Time: Forty Seven dollars (\$47) per hour pro-rated in half-hour increments, with a minimum of one hour per request for services under this Agreement. Plan review services will be grouped together for WINLOCK projects to eliminate small blocks of time for various projects. As a result, some notices may be delayed to avoid unnecessary cost to WINLOCK. However, WINLOCK may request expedited review on any application at any time.

Mileage: Fifty cents (\$0.50) per mile from the CHEHALIS permit office to the site of the requested inspection or service and return.

CHEHALIS shall submit to WINLOCK an itemized statement following each month showing specific time and mileage for each request for service. WINLOCK shall submit the calculated amount to CHEHALIS within fifteen (15) days of receipt of such statement.

**10. Term of Agreement.** This Agreement shall commence upon the first request for services by WINLOCK (January 6, 2010), and run for an initial period of one year. This Agreement shall automatically be extended annually thereafter unless terminated as provided herein. Either party may terminate this Agreement at will by giving the other party at least ten (10) days notice thereof. Any permit vested under the terms of this Agreement shall remain subject to the terms of this Agreement, and this provision shall survive any termination of this Agreement.

**11. Hold Harmless and Indemnification.** WINLOCK shall protect, save harmless, indemnify, and defend, at its own expense CHEHALIS, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of CHEHALIS's performance under this Agreement.

WINLOCK shall provide general liability, and errors and omissions insurance coverage of not less than \$1,000,000 of each type, with an annual aggregate of \$2,000,000, naming the city of CHEHALIS as an additional insured while acting as an agent for WINLOCK pursuant to this agreement.

**12. Dispute Resolution.** WINLOCK and CHEHALIS agree that if a formal disagreement arises between the parties as to the application, affect or interpretation of this Agreement which cannot be reasonably resolved between the parties, they may first refer the matter to mediation, as may be agreed between the parties.

**13. Amendments to this Agreement.** Amendments to any provision of this Agreement must be presented in strikethrough and underline format, approved by both parties by their signatures thereon, and subsequently attached to this Agreement.

**14. Severability.** If any portion of this Agreement shall be determined to be invalid by a court or other body with jurisdiction, the remaining portions shall remain valid and enforceable.

**15. Authority.** This Agreement is entered into under the authority of RCW 39.34.040.

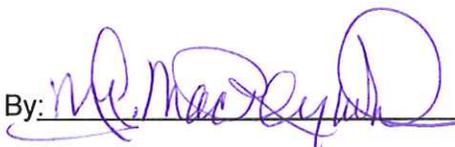
IN WITNESS WHEREOF, the parties have executed this Agreement this 12<sup>th</sup> day of March, 2010.

April,

**CITY OF WINLOCK:**

**CITY OF CHEHALIS:**

By: 

By: 

Its: Mayor

Its: City Manager

**Contact information:**

Name: Tammy Hamilton

Name: Hillary Hoke, Permit Technician or  
Jeff Shine, Building Official

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