

**INTERLOCAL AGREEMENT
FOR
THE ADMINISTRATION AND INVESTIGATION OF THE WASHINGTON STATE
BUILDING CODE AND RELATED CONSTRUCTION CODES**

THIS AGREEMENT, made and entered into this 22nd day of May, 1995, by and between **Skagit County, Washington**, a political subdivision of the State of Washington (County), and the **Town of La Conner**, State of Washington (Town).

WITNESSETH:

WHEREAS, Skagit County has enacted a comprehensive building code by the adoption of the State Building Code and Related Codes, and

WHEREAS, the State Building Code and Related Codes are to be administered and enforced by the County Permit Center, Division of Administrative Services, Public Works Department, and Fire Marshall, and

WHEREAS, the Town has by reference adopted said State Building Code and Related Codes, through Ordinance No. 665 of the Town, and

WHEREAS, the Town does not elect to furnish the administration and investigation service required to carry out the purposes of the State Building Code and Related Codes, and

WHEREAS, the County, through its Permit Center, Division of Administrative Services, Public Works Department and Fire Marshall, is able to provide the trained technical personnel required for the administration and investigation of the Building Code and Related Codes.

IT IS NOW, THEREFORE, covenanted and agreed as follows:

1. The County does hereby agree that it will provide for the administration and investigation of the State Building Code and Related Codes within the corporate limits of the Town, and will provide trained personnel for that purpose.
2. The Town and County agree that in compensation for the services rendered under this agreement the County shall collect permit fees for Town work and the same fee schedule that is at any given time being used by the County shall be applicable to the Town. Permit fees shall be collected by the Permit Center for plans review, inspections,

and investigation of the State Building Code and Related Codes by the Permit Center and Public Works Department. Permit fees shall be collected by the Permit Center for plans review and investigation of the Uniform Fire Code and Related Standards by the Fire Marshall. Fire Code inspections and fire flow requirements shall be the responsibility of the Town.

3. In addition, the following provisions shall apply to all Certificates of Authorization for Building Permits issued by the Town:

- a. Prior to issuance of a Certificate of Authorization, the Town Planning Director and/or Town Planning Commission shall review all applications for completeness and consistency. A complete application shall include information and plans as required by the Town and the County.
- b. Upon issuance of a Certificate of Authorization an applicant shall be informed by the Town that a building permit must be obtained through the County for construction as well as a Certificate of Occupancy prior to occupancy. The Permit Center shall forward the Certificate of Occupancy for completed projects that have passed final inspection to the Town for issuance to the applicant.
- c. A signed Certificate of Authorization and plans must be provided to the Permit Center at the time of application. The Town's stamp of approval must be on all plans. A copy of the project Flood Plain Elevation Certificate shall also be forwarded as applicable.
- d. The Town's Planning Director or staff shall notify the County Permit Center of any developments immediately impacting the project as they occur when he or she has knowledge thereof.
- e. The County Permit Center, Public Works Department, or Fire Marshall shall notify the Town Planning Director or staff of any substantial revisions in plans submitted by the applicant or required by the Uniform Building Code and Related Codes as they occur. "Substantial revisions" means changes in construction plans affecting the exterior design or building use as approved by the Town Planning Commission or Planning Director.
- f. The County Permit Center shall incorporate conditions listed on a signed Town Certificate of Authorization as part of an issued Building Permit. The County Permit Center will not issue a building permit or Certificate of Occupancy for which a Certificate of Authorization has been rescinded. It shall be the responsibility of the Town to inform the County Permit Center of any rescinded authorizations.

g. The County Permit Center shall forward a monthly status report of all building permits for work in the Town to the Planning Director.

4. The County will inform the Town when circumstances exist that would reasonably call for a Stop Work Order or other notice of violation to be issued. It is understood and agreed that if violations persist, and it becomes necessary to commence enforcement action, including legal action in court, such action shall be brought by the Town or the attorney for the Town in the name of the Town and any fines collected pursuant to conviction under municipal ordinance shall be paid over to the treasurer of such municipality. The County will cooperate in the investigation and remediation of violations.

5. Each party will hold harmless and defend the other against all claims, losses, demands, action, or causes of action of any nature whatsoever by reason of the performance of any act undertaken in connection with this Agreement to the extent such claims, etc., are based on the negligence or other acts or omissions of the indemnifying party's comparative fault as mutually agreed to settle or adjudicated in any proceeding.

6. The Town of La Conner certifies that it has in full force and effect public liability insurance with the Washington Cities Insurance Authority or otherwise in a sum of not less than One Million Dollars (\$1,000,000) public liability and Twenty-Five Thousand (\$25,000) property damage. Skagit County certifies that it has equal or greater coverage through a free standing self insurance program.

7. It is understood and agreed between the parties that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by either party without prior written permission of the other party.

8. The County, in the performance of this Agreement, shall abide by the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act, and/or any other appropriate legislative requirement.

9. This agreement shall be effective from the 22nd day of May, 1995 and shall continue unless terminated pursuant to Section 10 below.

10. Either party may terminate this agreement as of January 1 of any year upon notice in writing to the other party of not less than three (3) calendar months prior to the date of termination. Failure of either party to notify the other of intent to cancel by October 1 shall automatically renew this agreement for the ensuing calendar year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF LA CONNER

Dan O'Donnell

Dan O'Donnell, Mayor

ATTEST:

Kathleen A. Earnst

Kathleen Earnst
Clerk-Treasurer

APPROVED AS TO FORM:

BF

Brad Furlong, Attorney

APPROVED AS TO FORM:

John Moffat

John Moffat, Chief Civil Deputy
Prosecuting Attorney's Office

APPROVED AS TO INDEMNIFICATION:

Dave Fleming

Dave Fleming
Skagit County Risk Manager

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Robert Hart

Robert Hart, Chairman

Ted Anderson

Ted Anderson, Commissioner

Harvey Wolden

Harvey Wolden, Commissioner

ATTEST:

Debbie Sims

Debbie Sims, Clerk
Board of County Commissioners

