

**INTER-LOCAL AGREEMENT**  
**FOR BUILDING INSPECTION SERVICES**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Ilwaco, a municipal corporation of the State of Washington, hereinafter referred to as “Ilwaco,” and the City of Long Beach, a municipal corporation of the State of Washington, hereinafter referred to as “Long Beach.”

**RECITALS**

WHEREAS, by authority granted in RCW 39.34.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform, and

WHEREAS, Ilwaco desires Long Beach to provide a Building Inspector for all construction occurring in Ilwaco, and Long Beach is agreeable to providing that service and the terms and conditions stated below.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**I. LONG BEACH OBLIGATIONS**

1. Employ a qualified Building Inspector.
2. Provide for transportation, training, electronic and telephonic communication, and other overhead costs for the building inspector.
3. If the scale and/or complexity of a project in Ilwaco requires an additional or specialized inspector, then Long Beach shall contract or hire such an inspector, which will be a joint decision of Long Beach and Ilwaco.
4. Provide plan review services as needed.
5. Provide on-site inspections when required.
6. Meet with appropriate City of Ilwaco staff regarding questions Ilwaco may have on budgeting, expenditure of Ilwaco building department funds. Meet when required for coordination and administration with the Ilwaco City Planner and/or Ilwaco Fire Marshal. Meet, if the need should arise, with the Ilwaco City Council.
7. As the employing agency, Long Beach will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employees performing the services agreed herein.
8. The Building Inspector will ascertain that construction they are inspecting or

reviewing in Ilwaco complies with all relevant local, state, federal and international building requirements.

9. The Building Inspector will file any reports required by the State pertaining to building code enforcement in Ilwaco.
10. The Building Inspector is not the Ilwaco Public Official responsible for nuisance violations under Ilwaco City Code.

## **II. ILWACO OBLIGATIONS**

1. Designate the Long Beach building inspector as the Ilwaco building inspector.
2. Adopt by reference as part of the Ilwaco City Code the most current editions of the model codes listed below:
  - a. As approved and adopted by the state building code council, together with any amendments of additions, modifications thereto, or recodifications, and as concurrent with RCW 19.27.031.
    - i. International Building Code (IBC);
    - ii. International Residential Code (IRC);
    - iii. International Mechanical Code (IMC);
    - iv. International Fire Code (IFC);
    - v. Uniform Plumbing Code (UPC);
    - vi. Washington State Energy Code;
  - b. The following codes/regulations adopted independently from the State of Washington.
    - i. Washington State Barrier Fee Regulations;
    - ii. 2009 International Property Maintenance Code (IPMC);
    - iii. 1997 Uniform Code for the Abatement of Dangerous Buildings;
    - iv. 1997 Uniform Housing Code;
3. Maintain its fee schedule to be similar to other communities in Pacific County.

4. Pay Long Beach 50% of every building permit and plan review fee collected (less all required state payments) for any action in which the Building Inspector is involved.
5. Administer the permit program including: collection of fees and acceptance of applications, issuance of permits, notification of Long Beach of the need for inspection or review and notification to applicant of any additional fee due after plan review. Notice to Long Beach shall be in writing and include a copy of the application and permit.

### **III. INDEMNITY**

1. In providing the building inspection services stipulated herein, the building inspector is acting as an agent of Ilwaco and shall abide by all ordinances and regulations of Ilwaco. Ilwaco shall indemnify, protect and hold harmless Long Beach, and the building inspector, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against Long Beach or the building inspector for damages arising out of or by reason of any of the above causes. Ilwaco will, upon notice or commencement of such action, defend the same at its cost and expense and satisfy any judgment given in such action that is adverse to the City of Long Beach and/or the building inspector.
2. Long Beach will hold Ilwaco harmless for all workers compensation claims, or employment related claims, of Long Beach employees. Ilwaco will hold Long Beach harmless for all workers compensation claims, or employment related claims, of Ilwaco employees.
3. Ilwaco is solely responsible for the financial management of the Building Inspection program, and will hold the Long Beach and building official harmless for any penalty imposed as a result of any financial or program audit.

### **IV. TERMINATION**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016. It will terminate, if not sooner terminated by 60 days written notice from one party to the other, on December 31, 2021.

City of Ilwaco

City of Long Beach

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Mayor

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Mayor