

RESOLUTION NO. 272

A RESOLUTION OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTH PRAIRIE AND PIERCE COUNTY PLANNING AND LAND SERVICES DEPARTMENT RELATING TO BUILDING PERMITS AND INSPECTION.

Whereas, the Town is in need of expertise relating to building permits and inspections, and

Whereas, Pierce County is willing to provide the expertise required by the Town for building permits and inspections, and

Whereas, the two governmental entities are authorized to enter into an agreement for services to be provided by Pierce County pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and

Whereas, the administration of building permits and inspection is essential for public health, safety and welfare.

Now, therefore, the Town Council of the Town of South Prairie, Pierce County, Washington do hereby resolve as follows:

Section 1: The Mayor is authorized to execute the attached, Exhibit 1, Interlocal Agreement between the Town of South Prairie and Pierce County Planning and Land Services Department Relating to Building Permits and Inspection.

Section 2: If any provision of this resolution, or Exhibit 1, is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or Exhibit 1 shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 18th day of

April, 2006.

Resolution No.: 272

Draft No.: 1

Draft Date: 3-16-06

Resolution Requested By:

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Peggy Levesque
Mayor Peggy Levesque
INTRODUCED 4-18-06
PASSED 4-18-06
APPROVED 4-18-06
PUBLISHED 4-26-06

Attested:

Marla Nevill
Marla Nevill
Town Clerk

Approved as to form:

Michael J. Reynolds
Michael J. Reynolds
Town Attorney

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**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTH PRAIRIE
AND PIERCE COUNTY PLANNING AND LAND SERVICES DEPARTMENT
RELATING TO BUILDING PERMITS AND INSPECTION**

1. PARTIES

This interlocal agreement (hereinafter "AGREEMENT") is made by and between the Town of South Prairie (hereinafter referred to as the ("TOWN") and Pierce County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and shall be administered cooperatively by the parties. This AGREEMENT does not provide for the acquisition, holding or disposal of real or personal property. There shall be no financing of any joint or cooperative undertaking pursuant to this AGREEMENT. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this AGREEMENT.

2. EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall be effective between the TOWN and the COUNTY on May 1, 2006. This AGREEMENT shall be filed with the County Auditor pursuant to RCW 39.34.040.

3. PURPOSE AND RECITALS

3.1 The TOWN has requested and the COUNTY has agreed to transfer permit authority and jurisdiction from the TOWN to the COUNTY.

3.2 The TOWN and COUNTY agree that having County staff process all Building and related Construction permits on behalf of the TOWN will provide a quality level of service for the TOWN.

3.3 The TOWN and COUNTY believe it is in the best interest of the citizens of both jurisdictions to allow the COUNTY to process permit applications under the existing county codes.

3.4 The TOWN and COUNTY both acknowledge that in fulfilling responsibilities under this AGREEMENT that would otherwise under law be the responsibility of the other jurisdiction, each party acts as the agent of the other party.

4. APPLICABILITY AND SCOPE

The TOWN and COUNTY agree that this AGREEMENT shall apply to all required building, plumbing and mechanical permits.

5. NEW PERMIT APPLICATIONS TO BE FILED WITH THE COUNTY.

5.1 Jurisdiction: On May 1, 2006, the COUNTY shall assume jurisdiction within the TOWN.

5.2 Associated applications filed before the effective date of this agreement will be completed by the TOWN.

6. APPEALS

The COUNTY shall be responsible for defending any administrative, quasi-judicial or judicial appeals for the work that is processed by the COUNTY for the work that is processed by the COUNTY for the TOWN.

7. REFERRAL OF NEW REQUESTS AND PERMIT RENEWALS

The COUNTY agrees to provide a general advisory notice that any new building or land use applications or permit requests within the Town must be submitted to the COUNTY after May 1, 2006. The COUNTY agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project.

8. DOCUMENTATION

The COUNTY agrees to provide the TOWN with copies of all pending building or land use applications pertaining to projects within the TOWN, via the Internet.

9. PERMIT AND APPLICATION FILING FEES

9.1 Applications submitted prior to May 1, 2006: In order to streamline the process and reduce confusion, the TOWN is required to cover through completion all Building permits that were issued prior to May 1, 2006.

9.2 Applications submitted after May 1, 2006: For all applications filed with the COUNTY pursuant to the terms of this AGREEMENT, the COUNTY will retain the permit fees and other charges as have been established by COUNTY ordinance.

10. APPLICABLE CODES

Applications filed with Pierce County shall be subject to the adopted construction codes in Pierce County Code, Section 17C.

11. ENFORCEMENT

The COUNTY will assume responsibility for any enforcement actions resulting from violations discovered after May 1, 2006, to the to the construction codes found in Pierce County Code, Section 17C. Enforcement will be limited to Administrative options and will not include the Misdemeanor process in PCC 17C.10.050 paragraph 1.

12. COOPERATION AND SHARING OF INFORMATION

The parties agree to cooperate and to share such information as is helpful to the other party to perform its duties under this Agreement.

13. INDEMNIFICATION AND DEFENSE

13.1 The TOWN shall defend, indemnify and hold harmless the COUNTY, its officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the TOWN's performance of this AGREEMENT, including claims by the TOWN's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its officers, employees, or agents.

13.2 The COUNTY shall defend, indemnify and hold harmless the TOWN, its officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the TOWN, its officers, employees, or agents.

13.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the TOWN and the COUNTY, including claims by the TOWN'S or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the TOWN, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

13.4 No liability shall be attached to the TOWN or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The TOWN does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the COUNTY.

13.5 The COUNTY does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the TOWN. The TOWN and COUNTY do not intend there to be any third-party beneficiary to this AGREEMENT.

14. ASSIGNMENT

Neither the TOWN nor the COUNTY shall transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

15. WAIVER

Failure by any party to this AGREEMENT to enforce any provision of this AGREEMENT or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance.

16. SEVERABILITY

If any provision of this AGREEMENT or its application is held invalid, the remainder of the AGREEMENT or the application of the remainder of the AGREEMENT shall not be affected and shall remain in full force and effect.

17. ENTIRE AGREEMENT

This AGREEMENT contains an agreement of the parties with respect to any matter governed by this AGREEMENT, and no prior agreements regarding any matter governed by this AGREEMENT shall be effective for any purpose.

18. GOVERNING LAW; VENUE; ATTORNEY FEES

The laws of the State of Washington shall govern this AGREEMENT. Any action hereunder must be brought in the Superior Court of Washington for Pierce County. The prevailing party in any lawsuit brought to enforce this AGREEMENT shall be entitled to an award of reasonable attorney's fees and costs.

19. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

For TOWN:

Peggy Levesque, Mayor
Town of South Prairie
PO Box F
South Prairie, WA 98385
(360) 897-8878

TOWN OF SOUTH PRAIRIE

By *Peggy Levesque*
Peggy Levesque, Mayor

Date 4/25/2006

Approved as to Form:

Michael J. Reynolds
Michael J. Reynolds, Town Attorney

Date 4/25/06

For COUNTY:

Gordon L Aleshire, Building Official
Pierce County Planning and Land Services Department
2401 So. 35th St.
Tacoma, WA 98409
(253) 798-3193

PIERCECOUNTY

By _____ Date _____
Chuck Kleeberg, Director
Pierce County Planning & Land Services Department

Approved as to Form:

Jill Guernsey, Deputy Prosecuting Attorney

Date _____