

INTERGOVERNMENTAL AGREEMENT

I.

The purpose of this agreement is to allow the County of Walla Walla to process its own permit applications and provide its own inspection services for land use activities on County owned property located in the City of Walla Walla.

II.

2.1 Walla Walla County (County) is a Washington county organized under Article XI of the Washington State Constitution and Title 36 of the Revised Code of Washington (RCW).

2.2 The City of Walla Walla (City) is a non-chartered code city organized under RCW Title 35A.

2.3 The County Board of Commissioners passed County Resolution number 90-449 on October 30, 1990 opting into planning activities under the Washington Growth Management Act, RCW Ch. 36.70A. RCW 36.70A.110 requires designation of urban growth areas within which urban growth shall be encouraged. RCW 36.70A.100 requires counties and cities to coordinate their comprehensive planning activities.

2.4 RCW 36.70B.220 requires counties and cities to designate permit assistance staff whose function is to assist permit applicants.

2.5 RCW 35A.63.120 provides that the City may by ordinance designate such departments, boards, officials, employees or agents that the City Council deems appropriate for planning and zoning administrative and enforcement responsibilities.

2.6 RCW 19.27.050 vest both the County and the City with authority and responsibility for enforcing the state building code.

2.7 Walla Walla Municipal Code section 21.08.185 incorporates by reference WAC 197-11-926(1) which provides that an agency that initiates a proposal is the SEPA lead agency for that proposal and agencies shall by agreement determine which agency will be lead agency if two or more agencies share in the implementation of a proposal.

2.8 Ch. 39.34 RCW authorizes the County and City to jointly exercise powers, privileges and authority, and to enter into agreements for such purposes.

III.

3.1 The City will designate the County Community Development Department as the permit assistance staff for permits and other authorizations required for level I and II land use activities (listed in section 20.100.040 of the Walla Walla Municipal Code) on County owned property

located in the City of Walla Walla.

3.2 The City will by ordinance designate the Director of the County Community Development Department as the approving authority for level I and level II land use applications, under chapters 20.18 and 20.22 of the Walla Walla Municipal Code, for activities on County owned property located in the City of Walla Walla.

3.3 The parties agree that Walla Walla County will be SEPA lead agency for purposes of ch. 43.21C RCW and ch. 197-11 WAC for level I and level II land use proposals initiated by the County for activities on County owned property located in the City of Walla Walla.

3.4 The City's appointing authority will appoint the County building official as the building official with respect to land use activities on County owned property located in the City of Walla Walla for purposes of administration and enforcement of the International Building Code, the International Mechanical Code, the International Residential Code, the Uniform Code for the Abatement of Dangerous Buildings, the code official under the International Existing Building Code, the International Property Maintenance Code, and the International Fuel Gas Code, and the authority having jurisdiction under the Uniform Plumbing Code and the International Green Construction Code, and the International Energy Conservation Code. The County and City further agree that the City fire official shall remain the fire code official under the International Fire Code.

3.5 The County, County Community Development Department, Director of the County Community Development Department, County building official, and all other County officials, employees, and agents shall apply City standards to land use activities on County owned property located in the City of Walla Walla, including without limitation, titles 12, 13, 15, 19, 20, and 21 of the Walla Walla Municipal Code.

3.6 The parties agree that the County may retain applicable permit and other processing fees for its processing applications and/or providing land use administration or enforcement for activities on County owned property located in the City of Walla Walla for which the County provides services in accordance with this agreement, but the County shall remit applicable permit and other processing fees to the City for services provided by the City, including without limitation, hearing examiner costs and fire review and inspection fees.

3.7 The County shall provide timely notice of application to the City Development Services Department of all applications for activities on County owned property located in the City of Walla Walla.

IV.

4.1 This agreement does not create any separate legal or administrative entity.

4.2 The County and City shall each bear the financial responsibility for their own employee and other costs, and each shall establish and maintain their own budgets.

4.3 This agreement does not provide for joint or cooperative acquisition, holding, or disposition of property.

V.

5.1 The County shall hold harmless, defend, and indemnify the City, its officers, agents and employees against any and all claims arising out of errors or omissions made by the County Community Development Department, Director of the County Community Development Department, County building official, or any other County official, employee, or agent in performance of this agreement or exercise of any authority granted by either this agreement or action taken to implement this agreement.

5.2 The County shall provide legal services and be responsible for all other costs arising out of appeals or other actions brought as a result of land use decisions, permits, or approvals issued for level I and level II land use activities on County owned property located in the City of Walla Walla. However, in the event that either the County or the City appeal a land use decision, SEPA determination, permit issuance, permit condition or denial of approval issued pursuant to this agreement, each party shall be responsible for its own legal services and costs, unless otherwise provided by statute.

VI.

6.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by both parties to the agreement and ends on December 31, 2025, unless it is terminated early as provided herein.

6.2 The term of this agreement may be extended by mutual agreement of the parties.

6.3 This agreement may be mutually terminated prior to its expiration by written agreement of the parties.

6.4 Either party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other party at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination is given unless the County and City mutually agree to an earlier termination date.

VII.

7.1 This agreement shall be construed in accordance with the laws of the State of Washington.

7.2 This agreement is the entire, final and complete agreement of the parties pertaining to the County's processing of its own level I and level II permit applications and provision of its own inspection services for land use activities on County owned property located in the City of Walla Walla, and supersedes and replaces all written and oral agreements heretofore made or existing

by and between the parties or their representatives insofar as said premises are concerned.

7.3 The venue for any action arising out of this agreement shall be the Superior Court of the State of Washington for Walla Walla County.

7.4 Nothing herein shall impair the City's police powers, its ability to enact new or additional land use regulations, or its exercise any other authority granted to the City by the Constitution or laws of the State of Washington.

7.5 In the event any provision of this agreement or its application is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed severable, and the validity, legality, and enforceability of the remaining provisions this consent agreement and the application thereof shall not be affected.

7.6 Notices may be personally delivered or mailed, postage prepaid, through the United States Postal Service. Mailed notices shall be deemed delivered three (3) days after the date of mailing.

Notices may be delivered or mailed to the parties as follows:

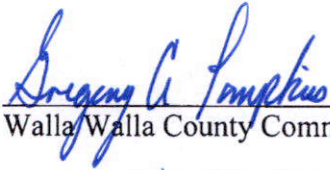
City:

Walla Walla City Clerk
City Hall
15 N. Third Ave.
Walla Walla, WA 99362

County:

Walla Walla County Commission
314 Main St., Rm. 203
Walla Walla, WA 99362

DATED 7/13/2020



Walla Walla County Commissioner

DATED 7/13/2020

James K. Johnson

Approval Telephonically

Walla Walla County Commissioner

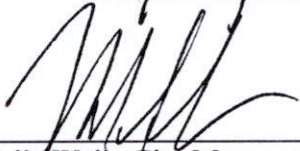
DATED 7/13/2020

Absent

Todd L. Kimball

Walla Walla County Commissioner

DATED 6/26/2020



Walla Walla City Manager