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TOWN OF MILLWOOD

NO. 99 0407

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
BUILDING AND PLUMBING AGREEMENT BETWEEN) **RESOLUTION**
SPOKANE COUNTY AND THE TOWN OF MILLWOOD)

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 19.27 RCW and 19.27A RCW, there shall be in effect in all counties and cities of the State of Washington, a State Building Code consisting of the Uniform Building Code and related standards as codified in chapter 51-40 WAC and the Uniform Mechanical Code as codified in chapter 51-42 WAC, both published by the International Association of Building Officials, as well as the Uniform Plumbing Code as published by the IAPMO, as codified in chapter 51-46 through 47 WAC and the Washington State Energy Code as codified in chapter 51-11 WAC, and the Ventilation and Indoor Air Quality Code as codified in chapter 51-13 WAC; and

WHEREAS, pursuant to chapter 19.27 RCW, the State Building Code shall be enforced by the counties and cities; and

WHEREAS, pursuant to chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform function which may individually be performed; and

WHEREAS, Spokane County and Town of Millwood entered into an Agreement on the 23rd day of January 1990, pursuant to which the County performed certain inspections, plan review work and building code enforcement, which Agreement expired on the 31st day of January 1995; however, the Parties continued meeting their individual responsibilities under said Agreement; and

WHEREAS, the Town of Millwood is desirous of employing the services of Spokane County to do its inspections, plan review work and building code enforcement, and the Parties are desirous of ratifying the services provided by the County for the Town of Millwood from the expiration of the Agreement entered into on the 23rd day of January, 1990 until the effective date of the current Agreement.

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NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL BUILDING AND PLUMBING AGREEMENT," pursuant to which, under certain terms and conditions Spokane County will perform for the Town of Millwood certain inspections, plan review work and building code enforcement for up to five (5) years for a consideration, relative to the Uniform Building Code, of 90% of the permit fees collected by said TOWN which fees shall be the same as those adopted by the Board of County Commissioners of Spokane County.

PASSED AND ADOPTED this 25th day of May, 1999.



ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

M. KATE McCASLIN, Chair

JOHN ROSKELLEY, Vice-Chair

BY:
Daniela Erickson, Deputy

PHILLIP D. HARRIS

(res\millwood plumbing-99.jpe)

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INTERLOCAL BUILDING AND PLUMBING AGREEMENT

THIS AGREEMENT, made and entered this 25th day of May, 1999, by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," and the Town of Millwood, having offices for the transaction of business at 9103 East Frederick, Spokane, Washington 99206, hereinafter referred to as the "TOWN," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW Section 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

WHEREAS, pursuant to chapter 19.27 and 19.27A RCW, there shall be in effect in all counties and cities of the State of Washington, a State Building Code consisting of, for the purposes of this Agreement unless otherwise mutually agreed to, the Uniform Building Code and related standards as codified in chapter 51-40 WAC and the Uniform Mechanical Code as codified in chapter 51-42 WAC, both published by the International Association of Building Officials, as well as the Uniform Plumbing Code as published by the IAPMO, as codified in chapter 51-46 through 47 WAC and the Washington State Energy Code as codified in chapter 51-11 WAC, and the Ventilation and Indoor Air Quality Code as codified in chapter 51-13 WAC; and

WHEREAS, pursuant to chapter 19.27 RCW, the State Building Code shall be enforced by the counties and cities; and

WHEREAS, pursuant to chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which may individually be performed; and

WHEREAS, the COUNTY and Town of Millwood entered into an agreement on the January 23rd, 1990, pursuant to which the COUNTY performed certain inspections, plan review work and building code enforcement, which agreement expired on the 31st day of January 1995; however the Parties continued meeting their individual responsibilities under said agreement until the execution of this document; and

WHEREAS, the Town of Millwood is desirous of employing the services of Spokane County to do its inspections, plan review work and building code enforcement as described hereinafter and the Parties are desirous of ratifying the services provided by the COUNTY for the Town of Millwood from the expiration of the Agreement entered into on 23rd day of January, 1990 until the effective date of this agreement.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the Parties do hereby agree as follows:

SECTION NO. 1: PURPOSE/SERVICES

The COUNTY, under the terms of this Agreement and through its Division of Building & Planning, will: (1) provide the necessary personnel to perform inspections, plan review, and other associated enforcement work as required by the codes referenced in the second recital herein above within the limits of the TOWN; (2) collect all permit fees required by such referenced codes, except building permits fees which the TOWN will collect and remit 90% of such fees to the COUNTY; and (3) issue all other construction related permits.

Such work shall be performed in a timely manner by the COUNTY, however, it is specifically understood by the Parties that the first priority of the Division of Building & Planning will be the performance of their regular duties relative to the issuance of building and other permits for unincorporated areas of Spokane County, and accordingly, the COUNTY will not guarantee or warrant that a specific number of personnel will be available at any one time to perform any of the services for the TOWN under the terms of this Agreement.

The TOWN shall be responsible for contacting the Division of Building & Planning and coordinating the procedure to be used in requesting the COUNTY to perform the services set forth above. Such procedure shall be reduced to writing and mutually agreed to by the Parties.

Prior to the COUNTY carrying out any of the terms of this Agreement for any year, the TOWN agrees that the services will be performed under that edition of the above-referenced codes in effect in Spokane County at the time the services are requested, however, in no case shall editions of codes other than those minimum codes required by 19.27 and 19.27A RCW be utilized with all amendments and deletions of each code that the Board of County Commissioners of Spokane County may respectively adopt, unless an agreement to the contrary is otherwise reached in writing between the Parties. The TOWN agrees to take the necessary steps to see that the minimum codes required by 19.27 and 19.27A RCW are legally in effect in the TOWN for the purposes of this Agreement. The COUNTY shall be responsible for notifying the TOWN in writing of any and all amendments and deletions to any of the codes affecting this Agreement that the Board of County Commissioners of Spokane County adopts within fifteen (15) working days of said adoption.

SECTION NO. 2: COMPENSATION

The TOWN agrees that for the purposes of this Agreement the building permit fees as adopted and/or amended by the Board of County Commissioners of Spokane County, as well as the plumbing permit fees and mechanical permit fees as adopted and/or amended by the Board of County Commissioners of Spokane County, will be utilized and the TOWN agrees that it will take the necessary steps to see that the above-referenced fees are legally in effect in the TOWN for the purposes of this Agreement. The COUNTY shall be responsible for notifying the TOWN in writing of any fee affecting this Agreement which is adopted or amended by the Board of County Commissioners of Spokane County within fifteen (15) working days of said adoption or amendment.

For providing those services as set forth in Section No. 1 hereinabove relative to the Uniform Building Code, the TOWN agrees to compensate the COUNTY for all permit fees collected by said TOWN which fees shall be the same as those adopted by the Board of County Commissioners of Spokane County; PROVIDED, HOWEVER, that the TOWN shall retain from the building permit fees collected for its own use a "minimum fee." The "minimum fee," will be ten percent (10%) of the building permit fees as adopted by the Board of County Commissioners of Spokane County.

The TOWN, on a monthly basis or as otherwise agreed to between the Parties, shall submit to the Division of Building & Planning, an accounting of fees collected and compensation due the COUNTY for providing the above services under the Uniform Building Code.

For providing those services as set forth in Section No. 1 above, the TOWN shall also allow the COUNTY to be compensated for one hundred percent (100%) of those plan review fees collected pursuant to the Uniform Building Code as published by the International Conference of Building Officials, as well as one hundred percent (100%) of those fees collected pursuant to the Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials as amended by the Board of County Commissioners of Spokane County and the Uniform Mechanical Code published by the International Conference of Building Officials as amended by the Board of County Commissioners of Spokane County.

SECTION NO. 3: PERIOD OF SERVICES

The COUNTY shall commence providing the services as called for in Section No. 1 hereinabove on the 1st day of January, 1999 and shall continue providing the same for a period of one (1) year, terminating on the 31st day of December, 1999. This Agreement shall automatically be continued and renewed from year to year therewith for five (5) years upon the same terms and conditions as set forth herein unless terminated by either Party.

The Parties acknowledge and agree that the COUNTY has been providing those services called for in Section No. 1 herein above to the TOWN since the expiration of a prior agreement between the Parties on the 31st day of January, 1995, hereinafter referred to as the "PRIOR AGREEMENT." Accordingly the Parties agree that all terms and conditions set forth in the PRIOR AGREEMENT, executed on the 23rd day

of January, 1990, shall apply to the Services rendered from the expiration date of the PRIOR AGREEMENT to the effective date of this Agreement and all actions of either party within said time frame are hereby ratified.

Either party reserves the right to terminate this Agreement for any cause whatsoever upon ninety (90) days written notification to the other Party.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be established by this Agreement. The TOWN is interested only in the services to be performed by the COUNTY herein. The COUNTY shall not be deemed to be an employee, agent, servant, or otherwise of the TOWN for any purpose and the COUNTY is not entitled to the benefits that the TOWN provides for TOWN employees, including but not necessarily limited to, vacation pay, sick leave, medical benefits, as well as pension benefits.

SECTION NO. 5: ASSIGNMENT

The COUNTY may not assign or transfer, in whole or in part, its obligations under the terms of this Agreement without the expressed written consent of the TOWN.

SECTION NO. 6: COMPLIANCE WITH LAWS

The COUNTY, in the performance of the services as called for in Section No. 1 hereinabove, agrees to comply with all applicable federal, state and local laws, ordinances and regulations.

SECTION NO. 7: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each Party hereto that his Agreement shall be governed by the laws of the State of Washington, both as to the interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereof shall be instituted and maintained only in a court of competent jurisdiction within Spokane County, Washington.

SECTION NO. 8: INSURANCE

During the term of this Agreement, the COUNTY shall procure and maintain public officials and employee errors and omissions and professional liability insurance coverage in the amount of \$1,000,000.00 insuring the COUNTY from liability arising out of or resulting from the services performed by the COUNTY under this Agreement. This provision can be met through membership in a risk pool, self-insurance or reinsurance. The policy shall name the TOWN as an additional insured insofar as services performed by the COUNTY under this Agreement are concerned.

SECTION NO. 9: LIABILITY

Each of the Parties shall be responsible for its own negligence or fault respecting liability arising out of this Agreement.

SECTION NO. 10: INDEMNIFICATION

(a) The COUNTY agrees to indemnify and defend the TOWN from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the COUNTY, its employees, or agents in connection with the services to be performed by the COUNTY under the terms of this Agreement.

(b) The TOWN agrees to indemnify and defend the COUNTY from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the TOWN, its employees, or agents in connection with the obligations of the TOWN under the terms of this Agreement.

(c) If the negligence or willful misconduct of both the COUNTY and TOWN (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between the COUNTY and the TOWN in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion.

SECTION NO. 11: MODIFICATION

There shall be no modification of this Agreement, except in writing executed with the same formalities as this present Agreement.

SECTION NO. 12: APPOINTMENT OF REPRESENTATIVE

The TOWN hereby appoints and the COUNTY hereby accepts the TOWN Clerk as the TOWN'S duly appointed representative for coordinating the services being performed under this Agreement.

The COUNTY hereby appoints and the TOWN hereby accepts the Spokane County Division of Building & Planning Director for coordinating the services to be performed under the terms of this Agreement.

SECTION NO. 13: NOTICES

All notices given herein shall be in writing and shall be sent by certified mail, postage prepaid, to the Parties at their respective addresses hereinabove set forth.

SECTION NO. 14: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Nothing in this Agreement shall be construed obligating the COUNTY to provide the legal staff or legal services necessary for the enforcement of the codes enumerated herein. Rather, when instances such as failure to obtain the necessary permit or failure to otherwise comply with the codes enumerated herein come to the attention of the COUNTY, and the COUNTY is unable to obtain compliance through its Division of Building & Planning, the COUNTY shall then notify the above-appointed representative of said failure to comply citing specific code sections for further action by the TOWN'S attorney. The COUNTY will make available, however, the necessary staff from the Division of Building & Planning to testify in such matters. Both Parties have read and understand this Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year set forth herein above.



ATTEST:
VICKY M. DALTON,
Clerk of the Board

By: Daniela Erickson
Daniela Erickson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

M. KATE McCASLIN
M. KATE McCASLIN, Chair

John Roskelley
JOHN ROSKELLEY, Vice-Chair

PHILIP D. HARRIS
PHILIP D. HARRIS

ATTEST:

By: Ewa S. Colomb
Town Clerk

TOWN OF MILLWOOD:

By: Jeanne Batson
Mayor (Title)