

**Resolution 437.21**

**Interlocal Agreement Between Okanogan County and the  
Town of Conconully for Services**

**This resolution repeals prior resolution 189.09**

This agreement is created between Okanogan County (County) and the Town of Conconully (Town) for purposes of authorizing the County to provide building permit/inspection services to the Town.

**RECITALS**

**Whereas:** the elected Council of the Town of Conconully desires to provide the best level of services in the most efficient manner to its citizens, and

**Whereas:** The Okanogan Board of County Commissioners recognizes the challenges faced by the small towns as they try to provide quality services with diminishing resources, and

**Whereas:** The Okanogan County Board of County Commissioners and The Town Council of the Town of Conconully believe local government at all levels must work cooperatively to deliver vital services by utilizing the citizens tax dollar as efficiently as possible, and

**Whereas:** RCW 39.34.010 and RCW 36.115.010 grants authority to local governments to enter into cooperative agreements for delivery of services, therefore

This agreement is entered into and becomes effective on the date of joint adoption by the Board of County Commissioners and The Town Council for the Town of Conconully.

**SERVICES PROVIDED**

**1) Building Permits and Inspection**

Okanogan County Building Department will process all applications for building permits on all lands within the incorporated boundaries of the Town. Okanogan County Building Department will provide inspection services of construction activities related to an issued building permit as required. The permits will be reviewed in accordance with the International Building Codes and all other applicable state and local regulations.

**2) Enactment**

Application review conducted by the County pursuant to this agreement shall occur in accordance with Town standards in existence on the application vesting date.

**3) Code Enforcement**

This agreement does not provide for any code enforcement services, civil or criminal.

**4) Local Regulation**

It will be the responsibility of the Town to provide the County with current copies of any applicable regulations adopted by the Town. A current copy of the applicable regulations shall be provided within

five days of the adoption of this agreement. The Town will provide copies of any modifications, additions or deletions of relevant regulations within five days of their inception.

**5) Fees**

Okanogan County Building will charge fees for the services contemplated in this agreement consisted with the adopted fee schedule of each department. It will be the responsibility of the County to provide the Town with current copies of the applicable fee schedules. The Town shall adopt legislation authorizing the County to charge applicants fee in amount currently specified or hereinafter adopted in the respective department's fee schedules.

The County will charge any additional fees authorized by the Town through legislation. If authorized by the Town, fees will be remitted to the Town by the County on a monthly basis unless otherwise agreed upon in writing.

**6) Level of Service**

The County will review all applications received in accordance with this agreement in the same manner and same time frame as similar applications from the unincorporated areas.

**7) Variances**

Any request for variance from requirements of the applicable regulations will be processed by the Town in accordance with the applicable regulations and laws. The County staff will be available to provide information concerning the manner in which the application was reviewed and the basis for the decision issued. The County will not charge any additional fees for this service.

**8) Appeals**

The appeal of any administrative decision made by the County in accordance with this agreement will be processed by the Town in accordance with the applicable regulations and laws. This agreement does not provide for legal representation or services involved in the processing of appeals. The County staff will be available to provide information concerning the manner in which the application was reviewed and the basis for the decision issued. The County will not charge any additional fees for this service.

**9) Indemnification, Hold Harmless and Defense**

The county shall indemnify and hold harmless the Town and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Town, the County shall defend the same at its sole cost and expense, provided that the Town retains the right to participate in said suit if any principle or governmental or public law is involved, and if final judgment be rendered against the Town and its officers, agents, and employees, or any of them, or jointly against the Town and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

The Town shall indemnify and hold harmless the County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature

whatsoever, by reason or arising out of any negligent action or omission of the Town, its officers, agents and employees, or any of them, in performing obligations pursuant to the Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Town shall defend the same at its sole cost and expense, provided that the County retains the right to participate in such suit for any principle or governmental or public law is involved, and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the Town and County and their respective officers, agents, and employees, or any of them, the Town shall satisfy the same.

The Town and the County acknowledge and agree that is such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the Town, its agents, employees, and/or officers and the County, its agents employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

In executing the Agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility that arises in whole or in part from the existence or effect of Town ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial) is initiated challenging the validity or applicability of any Town ordinance, rule or regulation, the Town shall defend the same at its sole expense and if judgment is entered or damages awarded against the Town, County, or both the Town shall satisfy the same, including all chargeable cost and attorney's fees.

#### **10) Personnel**

Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

#### **11) Administration**

This agreement shall be administered by the Okanogan County Board of County Commissioners or his/her designee and the Town Public Works Director or his/her designee.

#### **12) Amendments**

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

#### **13) Legal Representation**

The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the Town at its own expense.

#### **14) No Beneficiaries**

This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provisions set forth herein.



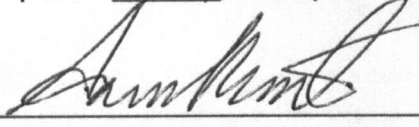
**15) Termination**

This agreement may be terminated by either party with 60 days notice. Notice of intent to terminate by either party shall be by adopted resolution and shall become effective no less than 60 days from date of delivery to the Mayor or Chairman of the Board as applicable or on the date specified herein.

**16) Term**

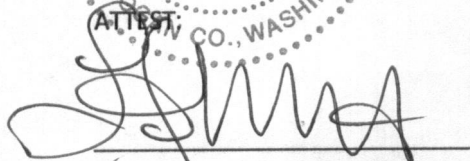
This agreement will remain in full force and effect unless terminated by the parties.

Adopted on 9/07/, 2021 by the Town Council of the Town of Conconully


  
\_\_\_\_\_  
Sam Martin, Mayor Town of Conconully

Dated at Okanogan, Washington 21<sup>st</sup> day of September 2021.



  
\_\_\_\_\_  
Lalena Johns, Clerk of the Board


\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
\_\_\_\_\_  
OKANOGAN, WASHINGTON

  
\_\_\_\_\_  
Chris Branch, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
David Gecas, Civil Deputy PA

  
\_\_\_\_\_  
Andy Hover, Member

  
\_\_\_\_\_  
Jim DeTro, Member