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OKANOGAN COUNTY
BUILDING DEPARTMENT

INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE TOWN OF RIVERSIDE FOR BUILDING INSPECTION SERVICES

This Interlocal Agreement for building inspection services ("Agreement") is entered into by and between Okanogan County, Washington (County) and the Town of Riverside, Washington (Town) sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The Town has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the Town;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Building Inspection Services. This Agreement contains provision related to the County providing Building Inspection Services to the Town. Upon advance oral or written notice by the Town, the County shall provide Building Inspection Services for the Town. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. Building Inspection Services Definition. For purposes of this Agreement, "Building Inspection Services" shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with Town departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or publication on the Parties' websites, and

shall continue and be in full force and effect until December 31, 2022, unless terminated sooner pursuant to paragraph 5.

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 60 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breech or default claim.

5.4 Termination by Town upon hiring Town Building Inspector. The Town may terminate this Agreement immediately upon written notice to the County that the Town has hired a full-time building inspector for the Town.

6. Administration, No separate Entity Created. The Mayor of the Town, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be $120.00 per hour with a one-hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the Town at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided "as needed" and "as requested" by the Town with a 48-hour advance notification. The County shall invoice the Town monthly for the Building Inspection Services used by the Town in the prior month. The Town shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the Town.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of "Building Inspection Services" in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the Town at $120 per hour, plus round trip travel expenses at $60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing

legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the Town.

The Town shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Town, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of $1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the Town. The County shall name the Town as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the Town within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forthabove herein shall be an acceptable method of complying with this provision of this Agreement.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The Town shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the Town which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the Town all documents, files and records of any nature whatsoever obtained by or for the Town and used in connection with work performed for the Town pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the Town Mayor, or his or her designee, provided such

instructions are in the furtherance of the deliverance of building inspection services by the County to the Town pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the Town and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the Town. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County Attention:
Building Official 123 North
5th Ave, Room # 114 Okanogan,
WA 98840

b. Notice to the Town:

Town of Riverside Attention:
Mayor
P.O. Box 188
Riverside, WA 98849

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable, and the invalidity of a single provision hereof shall not affect the remaining prov1s10ns.

17. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral orwritten agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

18. Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be modified unless such modification is in writing and signed by both Parties.

19. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

APPROVED by the County Commissioners of Okanogan County, Washington, at an Open Public Meeting the day of , 2022.

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Chris Branch, ~~Chairman~~ member

Approved Remotely
Jim DeTro, Member

Andy Hover, ~~Member~~ Chairman

ATTEST:

Lalena Johns, Clerk of the Board

COUNTY COMMISSIONERS SEAL OKANOGAN CO., WASHINGTON

Approved as to Form:

David Gecas, DPA

APPROVED by the Town Council of the Town of Riverside, Washington, at an Open Public Meeting the 11th day of January, 2022.

Kyle Nelson, Mayor

Attest:

Sharma Dickenson, Town Clerk/Treasurer

Jennifer Sherwood, Member

Chuck Everts, Member

Josh Crofoot, Member

Bill Bond, Member

Bonita Crist, Member