

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, 2023, unless terminated sooner pursuant to paragraph 5.

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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 breach 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

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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.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

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 provisions.

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17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington

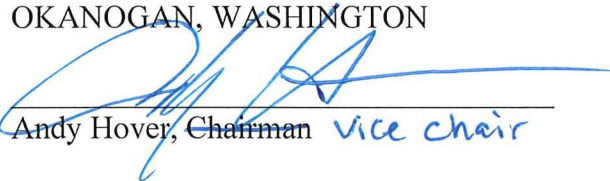
18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

19. 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.

20. 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 31st day of January 2022.

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON



Andy Hover, ~~Chairman~~ vice chair



Chris Branch, ~~Vice Chair~~ chairman



Jim Detro, Member Jon Neal

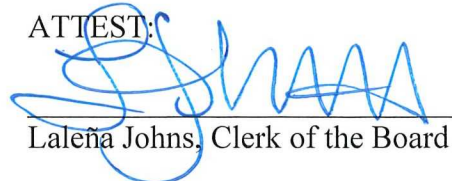


APPROVED AS TO FORM:



Esther Milner, Chief Civil Deputy

ATTEST:



Laleña Johns, Clerk of the Board

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APPROVED by the Town Council of the Town of Riverside, Washington, at an Open
Public Meeting the 10 day of December, 2022.



Kyle Nelson, Mayor

Attest:


Sharma Dickenson, Town Clerk/Treasurer

Jennifer Sherwood, Member

Bonita Crist, Member



Josh Crofoot, Member



Bill Bond, Member



Charles Everts, Member