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INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEQUIM AND CLALLAM COUNTY RELATING TO BUILDING CODE ADMINISTRATION, PLANS EXAMINATION, BUILDING INSPECTION, AND CODE ENFORCEMENT SERVICES ON AN "AS NEEDED" BASIS

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is entered into between the **CITY OF SEQUIM** ("City") and the **COUNTY OF CLALLAM** ("County").

WHEREAS, the City and the County are public agencies as defined by Chapter 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, each party's Department of Community Development maintains a building section that regularly enforces and administers building code requirements, reviews building permit applications, conducts building inspections, and engages in code enforcement activities; and

WHEREAS, the City may from time to time desire to utilize the resources of the County to assist the City in performing building code administration, plan review, building inspection, and code enforcement on an "as needed" basis; and

WHEREAS, the County may from time to time desire to utilize the resources of the City to assist the County in performing building code administration, plan review, building inspection, and code enforcement on an "as needed" basis; and

WHEREAS, each party has agreed to compensate the other for performing these services;

NOW, THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between the City and the County as follows:

1. Purpose.

It is the purpose of this Agreement to establish the framework to effectuate the party's desire to have each party perform these services for payment on an "as needed" basis.

2. Services – Generally.

Each request for service shall be in writing, addressed to each agency's chief executive officer, and shall specify the particular service required, the amounts and types of labor, equipment and material required, the location of the work, the estimated cost of the work, and other information pertinent to the request, and which party is to obtain any required permits and comply with all applicable legal requirements. Upon receipt of the request, the party that has

been requested to supply the service shall indicate its acceptance or rejection of the request, have it signed by its authorized official, and return one copy to the requesting party. In cases of emergency, the request and approval may be done verbally but must be documented in writing as soon thereafter as practical.

3. Right of Entry.

The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, along with any property within or adjacent to the right-of-way of the highway, road, or street, for the purpose of accomplishing all work or services requested as part of this Agreement, provided that such right of entry shall be subject to any and all applicable permitting or other legal requirements.

4. Term of Agreement.

The term of this Agreement is indefinite; however, each party reserves the right to withdraw from this Agreement at any time by giving thirty (30) days' written notice to the other parties.

5. Payment.

5.1 **Generally**. The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs, including any administrative overhead charges. Partial payments shall be made by the party receiving services upon request of the providing party to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.

5.2 **Maximum Yearly Amount – Exchanges**. The maximum amount payable for work performed under this Agreement is Fifty Thousand Dollars ($50,000) per calendar year by each party to each individual party to the Agreement. The parties to this Agreement furthermore agree that at times labor, equipment, and material may be furnished by one party to the other in exchange for labor, equipment, and material furnished by the other, or in recognition of the benefit to the party and/or constituents of said party. Such exchange or benefit shall constitute reimbursement as required in this Agreement and shall be documented in writing and agreed to by both parties.

5.3 **Billing Statement.** The party providing services shall submit a statement to the City that shall contain the following:

Date of Service
Hours of Work
Current, Regular and Overtime Compensation Rates for Utilized Staff

5.4 **Billing Statement Dispute.** In the event that there is a dispute regarding the amount of money owed, staff shall make every effort to resolve such dispute. In the event that

there is no resolution to the dispute, the disputed amount shall be placed into the registry of the Jefferson County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

6. Ownership of Property.

The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by the City shall remain the property of the City, and any property owned by the County shall remain the property of the County.

7. No Joint Undertaking/Financing.

Neither party intends to create a separate entity, nor is joint financing contemplated as part of this agreement.

8. Independent Contractor.

The parties understand and agree that each party is acting hereunder as an independent contractor and shall maintain control of its own employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All personnel rendering service hereunder shall be, for all purposes, employees of the party providing services, although they may from time to time act as officers of the party receiving services.

9. Indemnification and Hold Harmless.

Each party agrees to defend, indemnify, and hold harmless the other party, and its employees, officials, agents, and volunteers, from and against any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by either party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the at fault party or its insurer. This provision shall survive the expiration of this Agreement. Each party shall be solely responsible for its own negligent acts or omissions to the furthest extent allowed under law. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Interlocal Agreement is not enforceable.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The rights, duties and obligations set forth in this section (Indemnification and Hold Harmless) survive termination or expiration of this Agreement.

10. Insurance.

Each party to this agreement shall obtain and keep in force during the full term of this Agreement the following insurance coverages:

a. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform under this Agreement.
b. Commercial General Liability Coverage including Bodily Injury/Property Damage, Personal Injury/Advertising Injury, Products and Completed Operations, Contractual Liability, Premises and Operations, Independent Contractors, and Stop Gap Liability for minimum limits of:

General Aggregate	$1,000,000
Products Completed Aggregate	$1,000,000
Each Occurrence	$1,000,000

Each party's directors, officers, employees, agents, and volunteers shall be specifically named as an Additional Insured.

c. Automobile Liability

Including all owned, non-owned, and hired vehicles	$1,000,000
Each Occurrence	$1,000,000

Each party's directors, officers, employees, agents, and volunteers, shall be specifically named as an Additional Insured.

11. Miscellaneous.

11.1 **Non-Waiver of Breach**. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

11.2 **Resolution of Disputes and Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim shall only be by filing suit exclusively under the venue, rules and jurisdiction of either Jefferson County or Kitsap County Superior Court, pursuant to RCW 36.01.050, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

11.3 **Assignment**. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

11.4 **Modification**. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

10.5 **Compliance with Laws**. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement. If either party receives a public records request, e ach party agrees to cooperate with the other in a manner consistent with the Public Records Act as set forth in RCW 42.56.

11.6 **Entire Agreement**. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written, of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

11.7 **Severability**. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

11.8 **Interpretation**. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

11.9 **Notice**. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS HEREOF, the parties below execute this Agreement, which shall become effective on the last date entered below.

COUNTY:	**CITY:**
Board of Clallam County Commissioners COUNTY OF CLALLAM: By: _____ (Signature) Print Name: Mike Chapman Its Chair (Title) DATE: 8/16/16	CITY OF SEQUIM: By: Dennis Smith (Signature) Print Name: Dennis Smith Its Mayor (title) DATE: 7/27/16
NOTICES TO BE SENT TO: **County Administrator** **Clallam County** **223 E. Fourth St., Suite ___** **Port Angeles WA 98362** **With a copy to:** **Clallam County Prosecuting Attorney** **223 E. Fourth St., Suite 11** **Port Angeles WA 98362**	**NOTICES TO BE SENT TO:** **City Manager** **City of Sequim** **152 West Cedar Street** **Sequim WA 98382** **With a copy to:** **City Attorney** **152 West Cedar Street** **Sequim WA 98382**
APPROVED AS TO FORM: _____ DATE: _____	**APPROVED AS TO FORM:** _____ Kristina Nelson-Gross, City Attorney DATE: 7/27/16

Approved as to form only by:
David Alvarez 8/8/16
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County