

INTERLOCAL COOPERATION AGREEMENT

Building Official Services

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City Edgewood, Washington (“Edgewood”) and the City of Milton, Washington (“Milton”), both municipal corporations organized under the laws of the State of Washington, for the purpose of establishing a contractual relationship under which each city will avail the services of its Building Official to the other city on a periodic, as-needed basis.

Recitals

WHEREAS, both Edgewood and Milton (each a “Party” and collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities; and

WHEREAS, the Parties mutually desire to establish a contractual relationship providing for the periodic use of each Party’s Building Official by the other Party on a periodic, as-needed basis, subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for each Party’s periodic use of the other Party’s Building Official (“Building Official”) on a periodic, as-needed basis, and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement shall be reasonably construed in furtherance of said purpose.

Section 2. Building Official Services. Each Party shall avail its Building Official to provide services for and at the direction of the other Party and within the other Party’s regulatory jurisdiction subject to the provisions of this section. The Party requesting such services shall hereinafter be referred to as “the Requesting City” and the Party providing such services shall hereinafter be referred to as “the Providing City”.

A. The services provided to and for the Requesting City by the Providing City’s Building Official shall include all responsibilities, tasks, duties and functions designated by the State Building Code (Chapter 19.27 RCW) and any applicable regulations, plans and

policies of the Requesting City, as well as any related services as may be directed by the Requesting City's Mayor or his/her designee. Such services shall include without limitation the review and approval of project permit plans, site inspections, code enforcement, and issuance of code interpretations.

B. In addition to any requirements set forth in applicable regulations, plans or policies, the following provisions shall apply to the Building Official's services for the Requesting City:

(1) **Work Hours.** Services performed for the Requesting City by the Building Official shall be as requested by the Requesting City, subject to availability as determined in the Providing City's sole discretion. Services performed for the Requesting City by the Building Official, inclusive of travel time, shall occur during normal business hours (8:00 a.m. through 5:00 p.m.). Notwithstanding the foregoing, the Parties expressly acknowledge that the Building Official's availability to perform services for the Requesting City under this Agreement is dependent upon his/her availability, and that the Building Official's first priority shall be and remain to perform services for the Providing City.

(2) **Office Space.** For purposes of providing services to and for the Requesting City, the Building Official shall operate primarily from the Requesting City's City Hall. The Requesting City shall provide access to an office workstation at the Requesting City's City Hall for the Building Official's reasonable use.

(3) **Vehicle Use.** For purposes of performing site inspections and other duties requiring vehicular transportation from the Requesting City's City Hall, the Building Official shall utilize a vehicle furnished and insured by the Requesting City. The Building Official shall maintain a valid Washington State driver's license throughout the term of this Agreement.

(4) **Tools and Equipment.** Except as otherwise specified in this Agreement or as specifically authorized by the Providing City, the Building Official shall utilize the Requesting City's tools and equipment for purposes of providing services to and for the Requesting City.

(5) **Insurance.** The Requesting City shall provide insurance, including Commercial General Liability, Auto Liability, and Workers Compensation and/or risk pool coverage providing same to the extent available, encompassing the Building Official's performance of services for the Requesting City in the same manner as provided for the Requesting City's employees. Such coverage shall commence when the Building Official physically arrives at the Requesting City's City Hall, shall extend throughout the period of each day during which the Building Official is providing services for the Requesting City, and shall terminate at the end of the business day when the Building Official physically departs the Requesting City's City Hall premises or other premises at which the Building Official is providing services for the Requesting City. The Providing City shall provide insurance or risk pool coverage for the Building Official encompassing all other times and activities, including without limitation the Building Official's transportation between the Providing City's City Hall and the Requesting City's City Hall.

Section 3. Costs and Payment. The services provided to the Requesting City by the Building Official shall be compensated at the rates and in the manner set forth in this section.

A. Compensation. For Fiscal Year 2015, the Requesting City shall compensate the Providing City at the rate of fifty eight dollars and fifty two cents (\$58.52) per hour for services performed under this Agreement, which shall include travel time between the Requesting City and the Providing City. Said rate shall be increased every January 1st during the term of this Agreement by the amount of the annual average Consumer Price Index for the Seattle-Bremerton area for the previous year, plus one percent (1%).

B. Mileage Reimbursement. Separate from and additional to the compensation rates set forth in subsection (A), the Requesting City shall reimburse the Providing City for the Building Official's daily transportation between the Providing City's City Hall and the Requesting City's City Hall at the then-current standard IRS mileage rate per mile.

C. Invoice and Payment Procedure. The Providing City shall submit monthly written invoices to the Requesting City for services rendered by the Building Official during the preceding month. Each invoice shall detail the services provided and any reimbursable expenses incurred. The Requesting City shall remit payment in full to the Providing City within thirty (30) days of receiving each invoice.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and shall remain effective until December 31, 2017, unless terminated earlier in accordance with Section 5. The Parties may at their option renew this Agreement for one or more mutually agreed upon terms by a writing signed by both Parties.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. The Requesting City shall remit timely payment to the Providing City for all satisfactory services rendered by the Building Official prior to the effective date of any termination or expiration of this Agreement.

Section 6. Administration; No Separate Entity Created. The Edgewood Mayor and the Milton Mayor shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

Section 7. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a Party shall remain within the sole and exclusive ownership of that Party following the termination or expiration of this Agreement.

Section 8. Indemnification. Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from and against 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 first Party in its performance of this Agreement, specifically including without limitation: (i) those arising out of or resulting from the first Party's direction of the

Building Official in performing services under this Agreement, and (ii) those arising out of or resulting from the Building Official's performance of services for and under the direction of the first Party, except for injuries and damages caused by the negligence of the other Party. Without prejudice to the foregoing, it is expressly understood that each Party's obligations under this section shall include exclusive responsibility for any claims, injuries, damages, losses or suits arising out of or otherwise relating to the content and validity of that Party's codes, ordinances and regulations, and that the other Party, its officers, officials, employees and volunteers shall have no liability or responsibility whatsoever therefore.

It is further specially and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Governing Law and Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for Pierce County, Washington. The substantially prevailing Party in any such action shall be entitled to an award of its reasonable attorneys' fees.

Section 10. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Edgewood and any employee, agent, representative or contractor of Milton, or between Milton and any employee, agent, representative or contractor of Edgewood. Without limiting the forgoing, the Building Official shall at all times relevant to this Agreement be and remain an employee of the Providing Party, and that the Providing Party shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Official except as expressly set forth in this Agreement.

Section 11. Notices. Notices to Edgewood shall be sent to the following address:

**City of Edgewood
Attn: Mayor
2224 104th Avenue E.
Edgewood, WA 98371**

Notices to Milton shall be sent to the following address:

**City of Milton
Attn: Mayor
1000 Laurel Street
Milton, WA 98354**

Section 12. Duty to File Agreement With County Auditor. Prior to this Agreement's entry into force, Milton shall, pursuant to RCW 39.34.040, (1) file this Agreement with the

Pierce County Auditor's Office, or (2) list this Agreement by subject on Milton's internet web site.

Section 13. Integration. This document, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described above. All oral agreements and understandings between the Parties related to the subject matter hereof shall be deemed superseded by this Agreement and shall hereinafter be null and void.

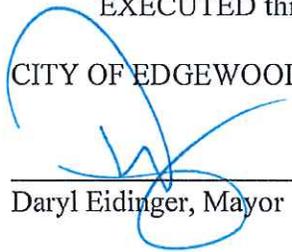
Section 14. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 15. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

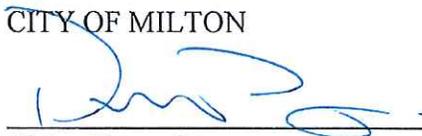
Section 16. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 16. Regulatory Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority of either party, which Edgewood and Milton hereby expressly reserve in full.

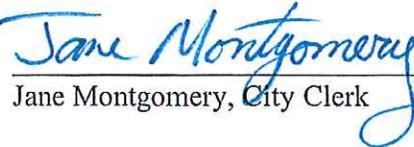
EXECUTED this 10th day of November, 2015.

CITY OF EDGEWOOD


Daryl Eidinger, Mayor

CITY OF MILTON


Debra Perry, Mayor

ATTEST/AUTHENTICATED


Jane Montgomery, City Clerk

ATTEST/AUTHENTICATED


Betty Garrison, Finance Director

APPROVED AS TO FORM


Edgewood City Attorney

APPROVED AS TO FORM

Milton City Attorney