

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

APPROVE AN INTERLOCAL AGREEMENT BETWEEN) RESOLUTION NO. 19- 276
THE CITY OF CHEHALIS AND LEWIS COUNTY AND)
AUTHORIZING SIGNATURES THEREON)

WHEREAS, Chapter 39.34 RCCW, the Interlocal Cooperation Act, provide for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and


WHEREAS, the parties, Lewis County and the City of Chehalis, intend to enter into an Interlocal Agreement (ILA) to provide reliable building inspection and construction plan review services during time when city staff are unavailable for an extended period of time.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners (BOCC) has determined that the ILA with the City of Chehalis, for the purpose provide reliable building inspection and construction plan review services during time when city staff are unavailable for an extended period of time, to be in the best interest of the public: and

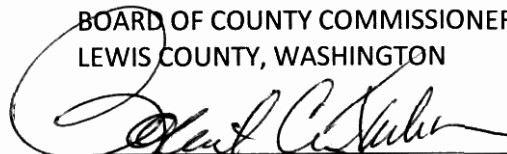
NOW THEREFORE, BE IT FURTHER RESOLVED that the BOCC authorize the Director of Community Development to sign the ILA with the City of Chehalis on behalf of the County to sign the same on behalf of Lewis County.

Done in open session this 30th day of September, 2019.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney


By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Robert C. Jackson, Chair

ATTEST:


Rieva Lester, Clerk of the Board


Gary Stamper, Vice Chair


Edna J. Fund, Commissioner



INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into between the City of Chehalis (hereinafter referred to as "City") and Lewis County (hereinafter referred to as "County"), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. This Agreement is intended to provide reliable building inspection and construction plan review services to the residents of the City of Chehalis and the Chehalis Urban Growth Area of Lewis County on an as requested basis.

WHEREAS, it is appropriate that in order to implement such an arrangement an Interlocal Agreement (Agreement) must be executed between the parties setting forth the conditions and terms of that arrangement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the County agree as follows:

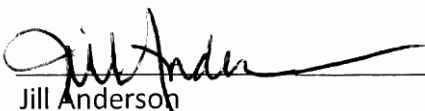
1. **Purpose.** This Agreement is intended to ensure building inspection and construction plan review services to the residents of the City of Chehalis and the Chehalis Urban Growth Areas of Lewis County during times when the current Chehalis building inspector is out of the office for an extended period of time.
2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this Agreement. The Director of Community Development for the County and the Director of Community Development for the City shall provide joint oversight to administer this Agreement.
3. **Term.** The term of this Agreement and the performance thereof shall be limited to five years, beginning January 1, 2019 and expires on December 31, 2024. This Agreement may be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **Services and Responsibilities of the County.** The scope of services provided by the County within the designated areas addressed by this Agreement shall be as specified below:
 - a. Perform requested residential, commercial, industrial, etc. inspections for compliance with the currently adopted International Building Code, International Residential Code, International Mechanical Code, Uniform Plumbing Code, International Fire Code, Washington State Energy Code, and any other adopted code as referenced in the Chehalis Municipal Code, Title 17, Appendix Chapter E.
 - b. Provision for the on-call availability of a properly trained, experienced and equipped certified residential and commercial building inspector and certified residential and commercial plans examiner.

- c. Any operational concerns should initially be raised with the City's representative designated under Section 2. In addition, if regular meetings are deemed necessary by the County to discuss issues regarding building inspection and construction plan review services, they will be arranged by representatives of the County Department of Community Development and City Department of Community Development.
- 5. **Services and Responsibility of the City.** The City agrees to meet the following responsibilities under this Agreement:
 - a. The City shall grant to the County Community Development Department personnel assigned to provide building inspection and plan review services the authority to enforce the provisions of each code reference in Section 4(a) and each development condition as written in each individual permit.
 - b. The City shall provide to the County Community Development Department personnel, assigned to building inspection and plan review services, the assistance of the City Community Development Department and associated personnel necessary to assist the County in providing such referenced services.
 - c. Provide for timely payments for the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by the County. The estimated total dollar amount of all work performed by the County for the City under this Agreement shall not exceed \$10,000 annually without prior written approval by the City.
 - d. The City shall furnish and supply all necessary supplies, paperwork, forms and administrative services as necessary to maintain a proper level of building inspection and plan review services. Administrative services shall include, but are not limited to, the filing and storage of inspection reports; providing all necessary research and history information as necessary to properly conduct the requested services; and responding to public disclosure requests thereto.
- 6. **Assignment and Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, entity without express and prior written approval of the City's Community Development Director.
- 7. **Modification.** Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 8. **Termination for Public Convenience.** The City Manager, City Director of Community Development, County Director of Community Development or County Manager may terminate this Agreement upon 90 days written notice whenever either party determines, at either party's sole discretion, that such termination is in the interest of the City or the County.
- 9. **Defense and Indemnity Agreement.** Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees

and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts of omissions. Without limiting the foregoing, City acknowledges that City is solely responsible for all liability, costs, or expenses resulting from its acts or omissions, and that the County's responsibility hereunder is expressly limited to the provision of the services described in Section 4 of this Agreement.

10. **Venue and Choice of Law.** In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Agreement for all purposes.
11. **Notice and Deliverables.** Any notices or deliverables to be given under this Agreement shall at a minimum, be delivered and addressed to:
- City of Chehalis Community Development Department
Attn. Director
1321 S Market Blvd
Chehalis, WA 98532
 - Lewis County Department of Community Development
Attn. Director
2025 NE Kresky Ave
Chehalis, WA 98532
12. **Filing.** This Agreement shall be executed in triplicate original counterparts.

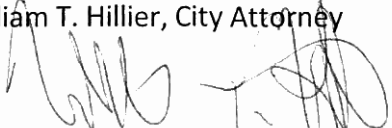
EXECUTED IN TRIPLICATE and effective as of the date and year first above written.

 9-12-19
Jill Anderson date
City Manager

 9-30-19
Lee Napier date
Director of Community Development


APPROVED AS TO FORM:

William T. Hillier, City Attorney

 9-6-19
By: City Attorney date

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney


By: Civil Deputy date 9-26-19