

RESOLUTION NO. 1755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF MILTON REGARDING BUILDING OFFICIAL SERVICES


WHEREAS, pursuant to RCW 35A.11.040, and Chapter 39.34 RCW, Fife and Milton have the legal authority to cooperate with each other on a basis of mutual advantage in order to provide services and facilities; and

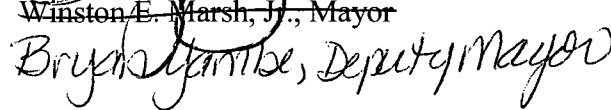
WHEREAS, each Party has a building official who performs the functions and duties set forth in the State Building Code (Chapter 19.27 RCW) as adopted by each Party, and applicable building regulations and policies of the Party; and

WHEREAS, the Parties mutually desire to enter an interlocal agreement setting forth the terms and conditions by which each Party will provided the other Party with building official services on a periodic, as-needed, as-available basis; now therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute on behalf of the City of Fife, the Interlocal Agreement between the City of Fife and the City of Milton regarding Building Official Services in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 10th day of January, 2016.



Winston E. Marsh, Jr., Mayor

Bryan Jantke, Deputy Mayor

Attest:


Carol Etgen, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FIFE AND THE CITY OF MILTON
REGARDING BUILDING OFFICIAL SERVICES**

1. Date and Parties.

This agreement, for reference purposes only, is dated the ____ day of December 2016 ("Agreement Date"), and is entered into between the City of Fife (hereinafter "Fife") and the City of Milton (hereinafter "Milton") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities (each a "Party" and collectively "Parties")

2. Recitals.

2.1 Pursuant to RCW 35A.11.040, and Chapter 39.34 RCW, Fife and Milton have the legal authority to cooperate with each other on a basis of mutual advantage in order to provide services and facilities.

2.2 Each Party has a building official who performs the functions and duties set forth in the State Building Code (Chapter 19.27 RCW) as adopted by each Party, and applicable building regulations and policies of the Party.

2.3 The Parties mutually desire to enter this Agreement setting forth the terms and conditions by which each Party will provided the other Party with building official services on a periodic, as-needed, as-available basis.

Now, therefore it is hereby agreed by and between the parties hereto as follows:

3. Building Official Services.

3.1 Commencing on the Agreement Date and continuing thereafter during the term of this Agreement, each Party shall provide to the other party on an as-need, as-available basis Building Official Services. For purposes of this Agreement, "Building Official Services" means performing the functions and duties of a building official within the receiving Party's jurisdiction, as set forth in the State Building Code (Chapter 19.27 RCW) as adopted by the receiving Party, and applicable building regulations and policies of the receiving Party. Such services shall include, without limitation review and approval of project permit plans and site inspections for building code compliance, building code enforcement, and issuance of building code interpretations. "Receiving Party" means the Party that is receiving the Building Official Services. "Sending Party" means the Party sending the Building Official Services. The Building Official Services shall be performed under the general supervision of the Receiving Party's executive authority (Fife City Manager, Milton Mayor) or his/her designee.

3.2 Work Hours. Services performed for the Receiving Party by the Sending Party shall be as requested by the Receiving Party, subject to availability as determined by the Sending Party's sole discretion. Services performed for the Receiving Party by the

Sending Party, inclusive of travel time, shall occur during normal business hours (8:00 a.m. through 5:00p.m.). Notwithstanding the foregoing, the Parties expressly acknowledge that the Sending Party's availability to perform services for the Receiving Party under this Agreement is dependent upon the availability of the Sending Party's building official, and that Sending Party building official's first priority shall be and remain to perform services for the Sending Party.

3.3 Office Space. The Receiving Party shall provide adequate office space, workstation and office supplies for the Sending Party's building official while providing Building Official Services. Services will

3.4 Vehicle Use. For purposes of performing site inspections and other duties requiring vehicular transportation from the Receiving Party's city hall, the Sending Party's building official may, if needed, utilize a vehicle furnished and insured by the Receiving Party. The Sending Party's building official shall maintain a valid Washington State driver's license throughout the term of this Agreement.

3.5 Tools and Equipment. Except as otherwise specified in this Agreement or as specifically authorized by the Sending Party, the Sending Party's building official shall utilize Receiving Party's tools and equipment for purposes of providing the Building Official Services.

3.6 Appeals. Any appeals of decisions of the Sending Party's building official while performing the Building Official's Services shall be handled by the Receiving Party in accordance with the Receiving Party's rules and procedures.

4. Agreement Term and Termination. The term of this shall commence on the Agreement Date, and shall remain effective until December 31, 2019, provided either Party may terminate this Agreement upon thirty (30) days written notice to the other party. The Receiving Party shall remit timely payment for all Building Official Services prior to the termination or expiration of this Agreement. The Parties may at their option renew this Agreement for one or more mutually agreed terms by a writing signed by both Parties.

5. Costs and Payment. The services provided to the Receiving Party under this Agreement shall be compensated at the rates and in the manner set forth in this section.

5.1 Compensation. For Fiscal Year 2016, the Receiving Party shall compensate the Sending Party at the rate of Sixty Dollars and Thirty Cents (\$60.30) per hour for services performed under this Agreement, which shall include travel time between Sending Party and Receiving Party. The rate shall be increased every January 1 during the term of this Agreement by the amount of the annual average CPI-W October-October for the Seattle-Tacoma- Bremerton area for the previous year.

5.2 Mileage Reimbursement. Separate from and additional to the compensation rates set forth in subsection 5.1, the Receiving Party shall reimburse the Sending Party for the Sending Party building official's daily transportation between Sending Party City Hall and Receiving Party City Hall at the then- current standard IRS mileage rate per mile.

5.3. **Invoice and Payment Procedure.** The Sending Party shall submit monthly written invoices to Receiving Party for services rendered by Sending Party's building inspector during the preceding month. Each invoice shall detail the services provided and any reimbursable expenses incurred. Receiving Party shall remit payment in full to Sending Party within thirty (30) days of receiving each invoice.

6. **Contract Administration.** The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee shall be responsible for working with the Mayor of Milton, or his/her designee to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

7. **Indemnification.**

7.1 Milton agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Milton, its elected officials, officers, employees, agents, and volunteers or by Milton's breach of this Agreement.

7.2 Fife agrees to indemnify and hold Milton, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Fife, its elected officials, officers, employees, agents, and volunteers or by Fife's breach of this Agreement.

7.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

7.4 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.

7.5 For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

7.6 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

8. Insurance. Each Party shall maintain insurance at least equivalent to the minimum coverage provided by through the WCIA insurance pool. Such coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

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

10. Assignment. Neither party may assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

11. Venue and Attorneys' Fees. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be with the Pierce County Superior Court, Tacoma, Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

12. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife
Attn: Subir Mukerjee
City Manager
5411 23rd Street East
Fife, WA 98424

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

13. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

14. Signature Authority

14.1 The Fife City Manager was authorized to execute this agreement by Resolution No. _____ adopted by a majority of the entire City Council on the ____ day of _____, 2016, at a regularly scheduled Council meeting. Fife shall record its agreement with Pierce County and/or post it on the Fife City website prior to its entry into force.

14.2 The Milton Mayor was authorized to execute this agreement by majority vote of the entire City Council on the 5th day of December 2016, at a regularly scheduled Council meeting. Milton shall then recorded its agreement with Pierce County and/or post it on the Milton's website prior to its entry into force.

15. No Third-Party Beneficiaries. 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.

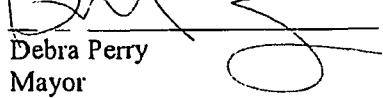
16. Duty to File Agreement with County Auditor. Prior to this Agreement's entry into force, it shall be filed with the Pierce County Auditor's Office, or (2) listed by subject on each Party's internet web site.

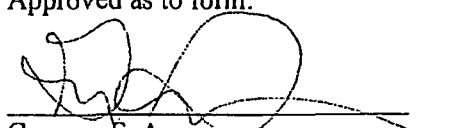
17. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

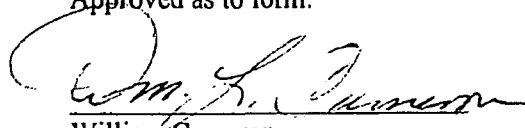
CITY OF FIFE

CITY OF MILTON

By: _____
Subir Mukerjee
City Manager

By: 
Debra Perry
Mayor

Approved as to form:

Gregory F. Amann
Assistant City Attorney

Approved as to form:

William Cameron
City Attorney