

RESOLUTION NO. 1047

**CITY OF LYNDEN RESOLUTION TO APPROVE THE INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BLAINE, EVERSON, FERNDALE, LYNDEN,
NOOKSACK, AND SUMAS REGARDING BUILDING CODE ADMINISTRATION,
PLANS EXAMINATION AND BUILDING INSPECTION**

WHEREAS, the Parties of the proposed interlocal agreement regularly enforce and administer building code requirement, review permit plans, and conduction building inspections; and

WHEREAS, the Parties each desire to utilize the resources of each other to assist in performing building code administration, review of building permit plans, and conduction building inspections; and

WHEREAS, the Parties agree to compensate each other for performing the above services; and

WHEREAS, the previous interlocal agreement regarding Building Code Administration, Plans Examination, and Building Inspection expired on January 1, 2022; and

WHEREAS, the Community Development Committee reviewed and showed support for the proposed changes to the interlocal agreement on December 15, 2021; and

WHEREAS, the Parties of the agreement have mutually agreed to move the document to secure approval from their City Councils; and

WHEREAS, it is beneficial for the City of Lynden to have access to resources available from nearby Cities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lynden to approve the updated Interlocal Agreement between the Cities of Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas regarding Building Code Administration, Plans Examination, and Building Inspection as presented in Exhibit A.

**PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, _____ IN FAVOR
_____ AGAINST AND SIGNED BY THE MAYOR THIS _____ DAY OF _____,
2022**

MAYOR, Scott Korthuis

ATTEST:

CITY CLERK, Pamela Brown,

APPROVED AS TO FORM:

CITY ATTORNEY, Robert Carmichael

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLAINE – CITY OF EVERSON – CITY OF FERNDALE - CITY OF
LYNDEN - CITY OF NOOKSACK - CITY OF SUMAS RELATING TO BUILDING CODE
ADMINISTRATION, PLANS EXAMINATION AND
BUILDING INSPECTION

This Agreement is made and entered into by the City of Lynden, a Washington municipal corporation, hereinafter referred to as "Lynden", the City of Blaine, a Washington municipal corporation, hereinafter referred to as "Blaine", the City of Everson, a Washington municipal corporation, hereinafter referred to as "Everson", the City of Ferndale, a Washington municipal corporation, hereinafter referred to as "Ferndale", the City of Nooksack, a Washington municipal corporation, hereinafter referred to as "Nooksack", the City of Sumas, a Washington municipal corporation, hereinafter referred to as "Sumas", individually referred to as Party and collectively referred to as "Parties", to establish an arrangement pursuant to RCW Chapter 39.34.

WHEREAS, the Parties each regularly enforce and administer building code requirements, review building permit plans and conduct building inspections; and

WHEREAS, the Parties each desire to utilize the resources of each other to assist in performing building code administration, review of building permit plans and conducting building inspections; and

WHEREAS, the Parties agree to compensate each other for performing the above services; and

WHEREAS, it is in the best interest of the Parties to enter into this Agreement; and

WHEREAS, the recitals herein are a material part of this Agreement;

NOW THEREFORE, in consideration of the terms and provisions contained herein, the Cities of Lynden, Blaine, Everson, Ferndale, Nooksack, and Sumas agree as follows:

- I. *Purpose*: The purpose of this Agreement is to set the terms whereby the Parties will assist each other in performing building code administration, review of building permit plans, and conducting building inspections.
- II. *Administration*: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- III. *Party Responsibilities*: Each Party agrees to provide building code staff services including building code administration, review of building permit plans, and conducting building inspections on request by another Party. In the case of emergencies where transportation systems are effectively cut off, the inspector residing in or nearest to other jurisdictions may be called upon to assist with building code inspections, review building permit plans, conduct building

inspections, conduct an inventory of destroyed or damaged buildings or other building code related duties, as necessary. Each Party reserves the right to refuse the provision of services if in the judgment of the person responsible for the Party under this Agreement determines that such provision would cause an unreasonable hardship on the Party's available resources.

- IV. *Payment:* Services performed pursuant to this Agreement shall be reimbursed to cover the actual cost of the service provided. The actual costs shall include the hourly cost of the employee providing the service including reimbursement for mileage. The hourly cost for an employee includes their hourly pay and the cost of their benefits to reach a composite hourly rate. Benefits to include Social Security, Worker's Compensation, Unemployment Insurance, and other benefits current included in the position that include Health benefits (such as medical, dental, life), Retirement and Pension, and Disability Insurance.
- V. Mileage rate shall be the rate published by the Internal Revenue Service for the year during which services are performed. Each Party shall submit itemized invoices monthly to the Party for the services performed. The Parties understand that in some months no invoicing will occur if no services are performed. Each invoice shall detail work performed and supplies or materials purchased. Each Party agrees to pay invoices within 45 days from receipt of the invoice.
- VI. *Term:* The Term of the Agreement shall be from January 1, 2022 through December 31, 2027.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the City of Lynden Planning Department Director, the City of Blaine Community Development Services Director, the City of Everson Public Works Department Director, the City of Ferndale Community Development Director, the City of Nooksack Public Works Department Director and the City of Sumas Public Works Department Director, or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- IX. *Relationship of the Parties:* The Parties are separate entities organized under the laws of the State of Washington and this Agreement is not intended to create any new legal or corporate entity. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative of any other Party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
- X. *Indemnification:* Each Party is responsible for the validity of its own municipal code. Each Party providing services to another Party pursuant to this Agreement agrees to be responsible and hold harmless the Party receiving services from liability for the wrongful and/or negligent acts or omissions of those officials, officers, agents, or employees of the Party providing services pursuant to this Agreement to

the extent caused by the Party providing services. Each Party receiving services pursuant to this Agreement agrees to be responsible and assume liability for the wrongful and/ or negligent acts or omissions of its own officials, officers, agents, or employees to the extent caused by the Party receiving services, and further agrees to save, indemnify, defend, and hold the Party performing services pursuant to this Agreement harmless from any such liability. 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 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.

- XI. Each Party shall maintain general liability insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate, auto liability insurance with a minimum combined single limit of \$1,000,000, and professional liability insurance in an amount not less than \$1,000,000 each occurrence. Membership in a self-insured municipal risk pool may satisfy the insurance requirements.
- XII. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- XIII. *Non-discrimination in Employment and Client Services:* No Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment because of disability; provided that, this provision shall not apply if the disability prevents proper performance of the work involved.
- XIV. *Termination:* Any party may individually terminate their participation in this Agreement without cause effective upon sixty (60) days' written notice, mailed postage pre-paid by certified mail or electronic mail (e-mail), return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Any such termination by an individual Party shall have no effect upon nor result in the termination of the Agreement for the remaining parties.
- XV. *Modifications:* This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XVI. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising from the terms herein shall be in the Superior Court of the State of Washington in and for Whatcom County.

- XVII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XVIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIX. *Counterparts:* This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.
- XX. *Effective Date:* This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF,
the Parties have signed this Agreement this ____ day of _____, 2022

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF BLAINE

Approved as to form:

By: _____
Michael Jones, Manager

Jon Sitkin, City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Michael Jones is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of the City of Blaine, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

Name (typed or printed):_____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires:_____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF EVERSON

Approved as to form:

By: _____
John Perry, Mayor

City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that John Perry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Everson, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

Name (typed or printed):_____

NOTARY PUBLIC in and for the State of Washington

Residing at _____

My appointment expires:_____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF LYNDEN

Approved as to form:

By: _____
Scott Korthuis, Mayor

Bob Carmichael, City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lynden, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF NOOKSACK

Approved as to form:

By: _____
Kevin Hester, Mayor

City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Kevin Hester is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Nooksack, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

Name (typed or printed):_____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires:_____

Interlocal Agreement between the City of Blaine, City of Everson, City of Ferndale, City of Lynden, City of Nooksack, City of Sumas Relating to Building Code Administration, Plans Examination, and Building Inspection.

CITY OF SUMAS

Approved as to form:

By: _____
Bruce Bosch, Mayor

City Attorney

Date Signed: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Bruce Bosch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Sumas, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____