

INTERLOCAL AGREEMENT  
CITY OF LYNDEN - CITY OF BLAINE - CITY OF EVERSON –  
CITY OF FERNDALE 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 ~~up~~ on request by another Party. In the case of emergencies where transportation systems are effectively cut off, the inspector residing in or ~~in close proximity to~~ 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:~~ ~~Building inspections s~~ Services performed pursuant to this Agreement shall be reimbursed to cover the actual cost of the service provided. ~~compensated at the rate of \$50.00~~55.00 per hour plus mileage. ~~Building permit plan review and code administration performed pursuant to this agreement shall be compensated at a rate of \$65.00~~ 72.00 per hour plus mileage. These rates will be adjusted at the beginning of each new year starting January 1, 2023 by a standard escalation rate of 2.5% per year. 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. The 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 ~~for the month invoiced~~. 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 30 45 days from receipt of the invoice. ~~Lynden's Finance Department is required to seek City Council approval to pay invoices during the second Council meeting of the month (third Monday) before payment can be rendered. Invoices will be reviewed for completeness before payment will be authorized.~~

~~V. IV.~~ \_\_\_\_\_

~~VI. V.~~ \_\_\_\_\_ *Term:* The Term of the Agreement shall be from January 1, ~~2016-2022~~ through December 31, ~~2024~~2027.

~~VII.VI.~~ *Responsible Persons:* The persons responsible for administration of this Agreement shall be the City of Lynden ~~Public Works~~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 ~~Services~~ Director, the City of Nooksack Public Works Department Director and the City of Sumas Public Works Department Director, or their respective designees.

~~VIII.VII.~~ *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.VIII.~~ *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 Pparty shall be deemed to be an employee, agent, servant, or representative of any other Pparty for any purpose. Each Pparty will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.

~~X.IX.~~ *Indemnification:* 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.

~~XI.X.~~ It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.

~~XII.XI.~~ *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 handicapdisability; provided that, this

provision shall not apply if the disability prevents proper performance of the work involved.

~~XIII.~~XII. *Termination:* ~~This~~ 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.

~~XIV.~~XIII. *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.

~~XV.~~XIV. *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 ~~from~~ shall be in the Superior Court of the State of Washington in and for Whatcom County.

~~XVI.~~XV. *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.

~~XVII.~~XVI. *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.

~~XVIII.~~XVII. *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.

~~XIX~~.XVIII. *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.

Signature pages . . .