

INTERLOCAL AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Interlocal Agreement (hereinafter “Agreement”) is entered into by and between the City of McCleary, Washington, hereinafter “McCleary”, and the City of Elma, hereinafter “Elma.” And shall be collectively referred to as the “Parties”.

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, McCleary is in need of building official services, including building permit review, inspections, and code interpretation; and

WHEREAS, Elma employs a qualified Building Official capable of providing such services; and

WHEREAS, the Parties desire to enter into this Agreement for Elma’s provision of Building Official services to McCleary; and

WHEREAS, McCleary and Elma have the power, authority, and responsibility to administer and enforce building codes within their respective jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

1. PURPOSE AND ADMINISTRATION

- 1.1 The purpose of the Agreement is for Elma to provide building official services to the McCleary.
- 1.2 Elma, by and through its Building Official or the **City Clerk-Treasurer**, shall be responsible for the administration and management of this Agreement for building official services.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective upon execution and shall continue through midnight on **March 25, 2027**. This agreement may be extended by amendment upon approval of the parties unless otherwise modified or terminated as provided in Section 2.2 and 2.3.
- 2.2 Either Party may terminate its participation in this Agreement by providing at least fifteen (15) days written notice to the other Party of the terminating party’s intent to terminate this Agreement.
- 2.3 This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing, jointly agreed upon, and signed by both Parties.

3. COMPENSATION

- 3.1 McCleary shall pay Elma an hourly rate of \$85 per hour for time spent performing building official duties for McCleary.
- 3.2 McCleary shall pay Elma a rate of \$0.725 per mile for travel required to perform building official duties for McCleary.
- 3.3 Any fees charged by Elma for permit inspections and special operational permit review or inspections shall be charged to the permit holder.
- 3.4 Elma will invoice McCleary monthly for costs incurred in performing the duties covered in the Agreement.

4. RESPONSIBILITIES OF ELMA

- 4.1 Elma will provide building official services to McCleary which may include the following:
 - (a) Building permit/application review;
 - (b) Building inspections;
 - (c) Code enforcement related to building permits;
 - (d) Other duties reasonably related to the administration and enforcement of applicable building codes.
- 4.2 Elma shall make its Building Official available to perform services in person for McCleary one (1) day per week for approximately four (4) hours per week. The specific day of the week and working hours shall be mutually agreed upon by the Parties and may be adjusted as necessary to accommodate scheduling needs, inspections, permit reviews, or workload demands. An additional two (2) hours per week will be provided to respond to phone calls and emails related building official services.
- 4.3 Additional time beyond the scheduled six (6) hours per week may be provided upon request by McCleary, subject to the availability of Elma's Building Official. Any such additional time shall be compensated at the hourly rate established in this Agreement.
- 4.4 Elma shall provide copies of documents and files generated in connection with building official services performed under this Agreement to McCleary upon completion, as needed, or upon reasonable request.

5. RESPONSIBILITY OF McCLEARY

- 5.1 McCleary shall provide Elma access to all documents and files required to perform building official duties.
- 5.2 McCleary shall submit payment for the previous month's invoice within thirty (30) days of receipt of such invoice.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 6.1 McCleary shall defend, indemnify, and hold Elma, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of Elma.
- 6.2 Elma shall defend, indemnify, and hold McCleary, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorney's fees, arising out of or resulting from the acts, errors or omissions of Elma in performance of this Agreement, except for injuries and damages caused by the sole negligence of McCleary.
- 6.3 It is specifically and expressly understood that the indemnification provided herein constitutes both Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.
- 6.4 Both Parties shall procure and maintain for the duration of this Agreement municipal risk pool liability coverage against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.

7. INDEPENDENT CONTRACTOR

- 7.1 The Parties understand and agree that Elma is acting hereunder as an independent contractor in the performance of this Agreement, and nothing herein shall be construed to create an employer-employee relationship between McCleary and Elma's employees.

8. SEVERABILITY AND GOVERNING LAW

- 8.1 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.
- 8.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Grays Harbor County Superior Court.

CITY OF ELMA

CITY OF McCLEARY

Josh Collette, Mayor

Brycen Huff, Mayor

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Lisa M. Wood, City Attorney

Madison A. Pleasant, City Attorney