

RESOLUTION R- 4445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOTHELL, THE CITY OF ISSAQUAH, THE CITY OF KENMORE; THE CITY OF MERCER ISLAND, THE CITY OF SAMMAMISH, THE CITY OF SNOQUALMIE, THE CITY OF WOODINVILLE AND THE CITY OF KIRKLAND FOR THE PROVIDING OF MUTUAL ASSISTANCE CONCERNING BUILDING PERMIT APPLICATIONS AND INSPECTIONS; AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the cities each desire to assist the other, when needed, when there is insufficient personnel available to perform building permit applications and inspection tasks; and

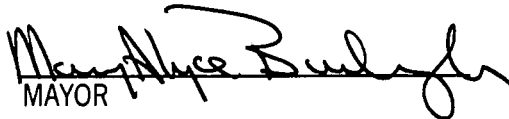
WHEREAS, the cities are authorized to enter into this Agreement pursuant to RCW 39.34; the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

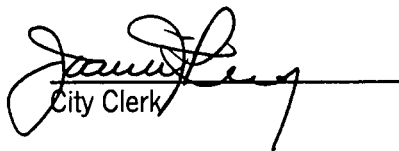
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 20th day of July, 2004.

Signed in authentication thereof this 20th day of July, 2004.


MAYOR

Attest:


City Clerk

Reso\bldg inspector interlocal

**INTERLOCAL AGREEMENT FOR MUTUAL ASSISTANCE
CONCERNING BUILDING PERMIT APPLICATIONS
AND INSPECTIONS**

THIS AGREEMENT is entered into between the Cities of Kirkland, Bothell, Issaquah, Kenmore, Mercer Island, Sammamish, Snoqualmie and Woodinville and others that may hereafter elect to participate in the Agreement ("the Cities") for the purposes hereinafter mentioned.

WHEREAS, the Cities each have building departments responsible for the review of plans, issuance of building permits, and inspection of construction, and

WHEREAS, from time to time, due to illness, vacations, excess workload and other reasons, each of the cities have experienced situations in which there are insufficient personnel available to perform required tasks, and

WHEREAS, during such times, each party desires to assist the other when feasible and the parties are authorized by the Interlocal Cooperation Act, RCW Chapter 39.34, to enter into mutual assistance agreements when appropriate, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions specified below, the parties agree as follows:

1. Mutual Assistance to be Provided.

A. Requests for Service. Any City may request assistance from any other City on an as-needed basis for plan check review, building inspection services, and any other service customarily and usually performed by the Building Officials of each City under the State Building Code ("the Services"). Such requests must be in writing to the Building Official of the City from whom assistance is requested. Each City agrees to give the other as much notice as possible concerning any need for services.

B. Assistance to be Provided. Upon request, the assisting City agrees to assign the appropriate personnel to perform the Services to the extent that the City providing the personnel deems, in its sole discretion, that it has sufficient manpower and resources available to assist at the time the request is made. No City shall be liable to any other City for the failure to provide Services in any particular instance. The personnel providing the Services shall do so only in areas which fall within their job descriptions at their employer city.

C. Documents to be Provided. Each City shall provide the other Cities with up to date copies of their building codes, including, but not limited to, a copy of the ordinances adopting the building codes, a copy of any special provisions relating to the building codes, and any and all amendments thereto. In addition, for each specific request for service, the requesting City shall provide the City from whom service is requested with a copy of all plans, applications, and other documents necessary for the performance of the Services requested.

D. Code to be Applied. In providing Services under this Agreement, each City shall use the latest version of the State Building Code approved for use by the Building Code Advisory Council ("the Council") at the time of the service request. No City shall be required, in performing the Services, to have knowledge of or utilize any other version of the State Building Code, or any other zoning or other regulations of the requesting party other than the State Building Code as amended and approved by the Council.

2. Compensation for Services. All personnel performing Services under this Agreement shall remain employees of their regular employing city and shall not become employees of the requesting city for any purpose. Payment of salaries, wages and benefits for such personnel shall remain the responsibility of the employing city and shall in no way become the responsibility of the requesting city. It is the specific and express intent that the proposed services requested by the Cities be essentially equal in number. Therefore, there will be no charge assessed by one City to another for Services provided by the other. However, each requesting City agrees to negotiate the matter of compensation with any other City if such other City has provided significant Services that have not yet been reciprocated by the requesting City.

3. Supervision and Discipline. When a requesting city is receiving the assistance of any personnel of a providing city, such personnel shall be supervised in providing such assistance by the requesting city. The requesting city shall have no power to discipline such personnel but may request the providing city to take disciplinary action related to any conduct of the personnel while performing Services for the requesting city. The requesting city may at any time reject the assignment of any particular individual by the providing city to perform the Services.

4. Duration of Agreement. This Agreement shall take effect upon signature by the last City signing the same and recordation with the County Auditors and shall continue in full force and effect thereafter until terminated as provided below.

5. Administration. This Agreement shall be administered by the Building Officials of the Cities.

6. Indemnification. In agreeing to provide temporary assistance to any requesting City, the City providing the assistance makes no guarantee or warranty as to the Services provided. The City receiving assistance agrees to indemnify, hold harmless, and defend the City providing the service, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability for injuries, sickness, death or property damage, including injuries, sickness or death of requesting city's employees and including attorney's fees, caused, occasioned by, or arising from any negligent act, error or omission (1) of the requesting city, its elected and appointed officials, officers, agents or employees, and (2) of the building department personnel of the providing city while performing services for the requesting city within the scope of the assistance requested under this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes the requesting City's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification of the providing City. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$5,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage.

8. Termination. With or without cause, any City may withdraw from this Agreement at any time upon five (5) days written notice to the other Cities party to this Agreement. Such withdrawal shall not terminate the Agreement as to the remaining cities. Termination shall not release any party from liability or obligation with respect to any matter arising under Paragraph 2, Compensation for Services, or Paragraph 6, Indemnification, occurring prior to the effective date of said termination. However, any other arrangements for Services made pursuant to this Agreement would be nullified immediately upon the effective date of the termination.

9. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses.

City of Bothell
18305 - 101st Ave NE
Bothell, WA 98011

City of Issaquah
P.O. Box 1307
Issaquah, WA 98027-1307

City of Kenmore
PO BOX 82607
Kenmore, WA 98028

City of Kirkland
123 5th Avenue
Kirkland, WA 98033

City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

City of Sammamish
486 228th Ave. NE
Sammamish, WA 98075

City of Snoqualmie
P.O. 987
Snoqualmie, WA 98065

City of Woodinville
17301 133rd Avenue N.E.
Woodinville, WA 98072

Addresses for cities electing to participate in the future shall be provided in writing by that city to each of the then participating cities at the addresses listed above.

10. Waiver. Waiver by any City of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

11. Attorney's Fees and Costs. If any City commences litigation against another in order to enforce any provision of this Agreement or to redress any breach hereof, the prevailing City in such litigation shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such litigation.

12. Assignment. No City shall assign any obligations or rights under this Agreement without the express written consent of any affected City.

13. Filing. This Agreement shall be filed by the City of Kirkland with the King County Auditor and filed by Bothell with the Snohomish County Auditor, as required by RCW 39.34.040, before becoming effective.

14. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise and it may be signed in counterparts without affecting the validity of this provision. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a writing signed by both parties.

15. Additional Cities and counterparts. The Cities agree that other cities may be added as participants to this Agreement in the future so long as each city choosing to participate agrees to the same terms as provided in this Agreement or as hereafter amended by the then participating cities. The joining city will be responsible for recording its signed copy of the Agreement and amendments as required by RCW 39.34.040.

AUTHORIZED AND EXECUTED by the Cities as of the dates hereinafter specified:

City of Bothell

City of Issaquah

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

City of Kenmore

City of Kirkland

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

City of Mercer Island

City of Sammamish

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

City of Snoqualmie

City of Woodinville

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____