

AGREEMENT FOR BUILDING OFFICIAL SERVICES

THIS AGREEMENT is entered between the Cities of Snoqualmie and North Bend.

I

RECITALS

1.1 The City of Snoqualmie (Snoqualmie) and the City of North Bend (North Bend) are each municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW.

1.2 North Bend is in need of part-time building official and inspection services.

1.3 Snoqualmie employs a full-time building official and full-time building inspectors, and has the capacity to make one or more building official/inspectors available to North Bend on a contract basis.

1.4 The Interlocal Cooperation Act, chapter 39.34 RCW, and the State Building Code Act, chapter 19.27, both authorize Snoqualmie and North Bend to contract for the provision of building official/inspector services.

UPON the foregoing premises, and in consideration of the mutual undertakings set forth below, it is agreed as follows:

II

AGREEMENT

2.1 Scope of Services. Snoqualmie shall supply building official and inspection services to North Bend as specified in Schedule A hereto on an "as needed" basis, as directed by North Bend's City Administrator or his designee, subject to the availability of Snoqualmie personnel to perform such services (Services).

2.2 Standard of Services. Snoqualmie's building official and inspectors shall competently and courteously perform the Services, in accordance with the various uniform codes published by the International Conference of Building Officials and adopted by reference by North Bend, and shall comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services.

2.3 Request for Services. When North Bend desires Snoqualmie to perform Services, North Bend shall notify Snoqualmie not later than 3:30 p.m. of the day prior to the day the Services are to be performed. In the event Snoqualmie does not have personnel available, Snoqualmie shall notify North Bend not later than 8:30 a.m. of the day following the request and inform North Bend as to the earliest possible time that Snoqualmie staff will be available.

2.4 Performance of Services. When Services have been requested and Snoqualmie is able to perform Services, the Snoqualmie building official/inspector shall be present in North Bend as required each business day (excluding holidays) to accomplish the work specified to the extent practicable during regular business hours, defined as between 8:30 a.m. and 4:00 p.m. Monday through Friday. Work outside of normal business hours shall be only as authorized by the Snoqualmie Building Official with the approval of the North Bend City Administrator. North Bend shall provide appropriate desk space and administrative support for performance of the Services. The Snoqualmie building official/inspector shall maintain an accurate record of time spent in performance of Services pursuant to this Agreement each day. The Snoqualmie building official/inspector shall copy North Bend on any correspondence with residents and/or applicants.

2.5 Compensation.

2.5.1 During 2011, North Bend shall pay Snoqualmie at the rate of seventy-five dollars (\$75.00) per hour, including travel time between Snoqualmie and North Bend, plus reimbursement at the maximum rate allowed by the Internal Revenue Service for vehicle mileage while performing the Services. Snoqualmie shall invoice North Bend monthly for all sums due under this Agreement, and North Bend shall pay such invoices within thirty (30) business days. Invoices shall include a detailed list of the services provided and time spent on each activity. In the event that Services are authorized to be performed outside of normal business hours, causing Snoqualmie to incur overtime costs, the hourly rate for such Services outside normal business hours shall be one hundred twelve dollars and fifty cents (\$112.50) per hour.

2.5.2 For 2012 and subsequent years, Snoqualmie shall inform North Bend in writing of its proposed rates prior to September 1 of the preceding year, which North Bend shall accept or reject prior to October 1.

2.6 Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Snoqualmie building official/inspector in performance of the Services shall be and remain the property of North Bend. All documents created to document the Snoqualmie building official/inspector's time shall be the property of Snoqualmie, provided, Snoqualmie shall provide copies to North Bend as back up for each monthly invoice.

2.7 Status of Snoqualmie Building Official/Inspector. Each Snoqualmie building official/inspector performing Services under this Agreement shall be and remain the employee of Snoqualmie for all purposes, and shall not be an employee of North Bend. North Bend's sole obligation shall be to pay Snoqualmie the compensation provided above. Snoqualmie shall be

solely responsible for paying its employees any and all salaries and benefits, withholding any tax or other required deduction, and paying any state industrial insurance, workers compensation, insurance premiums, retirement contributions and taxes due by virtue of the employee's employment by Snoqualmie. The Snoqualmie building inspector's primary responsibility shall be to Snoqualmie. Performance of Services under this Agreement is subject to the Snoqualmie building official/inspector's availability after performing normal duties in Snoqualmie.

2.8 Indemnification.

2.8.1 North Bend shall indemnify, defend and hold harmless Snoqualmie, its officials, agents and employees, from and against any and all liability, including attorney's fees, arising from injury or death to persons or damage to property resulting in whole or in part from negligent or willfully wrongful acts or omissions of North Bend, its agents or employees.

2.8.2 Snoqualmie shall indemnify, defend and hold harmless North Bend, its officials, agents and employees, from and against any and all liability, including attorney's fees, arising from injury or death to persons or damage to property resulting in whole or in part from negligent or willfully wrongful acts or omissions of Snoqualmie, its agents or employees.

2.83 Each party's obligations under this section shall apply only to the extent of that party's negligence or wrongful act or omission. With respect to injuries, death or property damage resulting from the joint or concurrent negligence or wrongful conduct of both parties, the parties' respective liabilities shall be as defined by the laws of the State of Washington.

2.84 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.

2.85 The provisions of this section shall survive the expiration or termination of this Agreement.

2.9 Insurance.

2.9.1 Snoqualmie shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence/aggregate for personal injury and property damage, and name North Bend as an additional insured thereon. This requirement shall be deemed satisfied by evidence of Snoqualmie's membership in the Washington Cities Insurance Authority self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to North Bend.

2.9.2 North Bend shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence/aggregate for personal injury and property damage, and name Snoqualmie as an additional insured thereon. This requirement shall be deemed satisfied by evidence of North Bend's membership in the Association of Washington Cities self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Snoqualmie.

2.9.3 Snoqualmie and North Bend shall each deliver evidence of such insurance coverage to the other within fifteen (15) days after execution of this Agreement.

2.10 Term and Termination.

2.10.1 The term of this Agreement shall commence January 1, 2011, and terminate December 31, 2011, provided, this Agreement shall automatically be renewed from year to year thereafter unless North Bend provides a written rejection of Snoqualmie's proposed rates for the following year prior to October 1. If North Bend rejects Snoqualmie's proposed rates prior to October 1, this Agreement shall terminate on December 31 of that year.

2.10.2 This Agreement may be terminated by either party for its convenience upon giving ninety (90) days written notice to the other, provided, however, North Bend may require the Snoqualmie building official/inspector to see through to completion any building projects, excluding single family residences, under construction at the time of the notice of termination if in North Bend's estimation termination of the Services with respect to such project would cause North Bend undue hardship or exposure to liability.

2.10.3 This Agreement may be terminated by either party for any default in performance of this Agreement on written notice of intention to terminate. In the event of such notice the Snoqualmie City Administrator and the North Bend City Administrator shall meet immediately to determine whether they agree that a default exists, and if so, whether it is subject to any remedial action. North Bend shall have the sole discretion to determine whether the performance of any Snoqualmie building inspector meets its standards of competence in performance of Service under this Agreement, and shall have the authority to immediately suspend the Snoqualmie building inspector from the performance of duties if it determines the Snoqualmie building inspector has materially failed to meet such standards of competence, provided, the Snoqualmie Building Official shall be notified immediately in such event.

2.11 Discrimination Prohibited. Neither party shall discriminate against any employee, applicant for employment or any person seeking services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.

2.12 No Assignment or Subcontracting. Snoqualmie shall not assign or subcontract any portion of the Services under this Agreement without the prior written consent of North Bend.

2.13 Entire Agreement. This Agreement contains the entire understanding of the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist. This Agreement may only be amended in writing signed by both parties.

2.14 Notices. Any notices allowed or required under this Agreement shall be given as follows:

To:	With a copy to:
Jodi Warren, City Clerk City of Snoqualmie Box 987 Snoqualmie, WA 98065	Patrick B. Anderson, Esq. City Attorney Box 924 Snoqualmie, WA 98065
Cheryl Proffitt City Clerk City of North Bend Box 896 North Bend, WA 98045	Duncan Wilson City Administrator City of North Bend Box 896 North Bend, WA 98045

2.15 Applicable Law, Venue and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees and costs of suit.

2.16 Miscellaneous. The Snoqualmie City Administrator and the North Bend City Administrator shall serve as a joint board for purposes of administering this Agreement, and no separate legal entity is formed hereby. Each party represents that appropriate action by its governing body has occurred to approve this Agreement's entry into force. Promptly upon mutual execution hereof, this Agreement shall: (i) be recorded with the appropriate King County office at North Bend's expense, or (ii) be listed by subject on North Bend's website.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

Matthew R. Larson, Mayor

Date: _____

Attest:

Kenneth G. Hearing, Mayor

Date: _____

Attest:

City Clerk

Date: _____

Approved as to form:

City Clerk

Date: _____

Approved as to form:

City Attorney

Date: _____

City Attorney

Date: _____

SCHEDULE A

Scope of Building Official/Building Inspector (collectively, “Consultant”) Services

1. CONSULTANT will assume all duties and powers of the office of Building Official as set forth in Washington State Building Code, the North Bend Municipal Code, and as agreed to contractually.
2. In the capacity of Building Official, the CONSULTANT may deputize City employees, other consultants, or other employees of CONSULTANT as technical officer, inspector or other support person to carry out the functions of the code enforcement agency upon approval of the City Administrator. Any person so deputized shall carry out the duties of the office as directed in writing by the Building Official.
3. In the capacity of Building Official, the CONSULTANT may recommend that the CITY engage separate professional firms to provide supplemental expertise when required to carry out the functions of the code enforcement agency.
4. The CONSULTANT will provide staff and services to answer general requests for information from the public, City staff, City consultants, and City officials concerning the State Building Code, the North Bend Municipal Code, ordinances, policies and procedures related to specific projects or properties within the City.
5. The CONSULTANT will act as the Building Official and provide staff and services for the following activities, and whenever the full authority of the office is required:
 - a. Administer and coordinate the function of enforcement of the applicable building codes for the City.
 - b. Coordinate the activities of the code enforcement agency with other departments of the City, other Agencies and other jurisdictions.
 - c. Attend, upon request, City Council, Planning Commission, committee and staff meetings of the City.
 - e. Make policy and procedure recommendations on building matters and the adoption of new or modified codes and fees.
 - f. Instruct and direct City staff in support of the code enforcement agency.
 - h. Provide informational and educational services to the general public, their agents and other professionals engaged on their behalf concerning regulatory compliance of projects and properties within the City.

- i. Verify correct valuation of work proposed to be constructed under the building permit and adjust the valuation estimated by owner when necessary and assist with calculation of permit fees.
- j. Determine when plan review and inspection requirements exceed the normal requirements for like projects and assess additional charges in accordance with the codes and ordinances in force.
- k. Prepare and administer notices and reports related to code violations, including STOP WORK notices, NOTICE AND ORDER directives, NOTICES OF CORRECTIVE ACTION, and similar code enforcement duties provided for in the Building Code as may be directed by the City Administrator.
- l. Provide testimony and deposition in legal proceedings, including reports and time spent in review of documents in preparation for such activity.\
- m. Types of permits may include, but are not limited to building, plumbing, mechanical, demolition and fence.