

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 21-185

MOTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND
SNOHOMISH COUNTY FOR SNOHOMISH COUNTY TO PROVIDE BUILDING, CONSTRUCTION,
FIRE PLAN REVIEW AND CODE INSPECTION SERVICES

WHEREAS, the Town of Darrington ("Town") and Snohomish County ("the County") have negotiated the terms of an interlocal agreement ("Agreement") pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, and the County will provide building, construction, fire plan review and code inspection services to the Town; and

WHEREAS, this Agreement is intended to provide the Town with assistance in its efforts to implement the Town's Comprehensive Plan, and to provide other services; and

WHEREAS, the Washington State Building Code, as periodically amended by the Washington State Legislature, is in effect in both Town and County as set forth in chapter 19.27 RCW, and is relied upon for plan review and inspection services performed under this Agreement; and

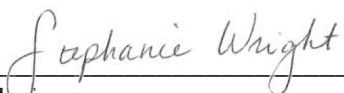
WHEREAS, the Town and the County have negotiated the terms of an interlocal agreement entitled, "Interlocal Agreement Between the Town of Darrington and Snohomish County Concerning Provisions of Building/Construction/Fire Plan Review and Code Inspection"; and

WHEREAS, the Agreement is authorized by and is consistent with the requirements of the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby approves and authorizes the County Executive to sign the "Interlocal Agreement Between the Town of Darrington and Snohomish County Concerning Provisions of Building/Construction/Fire Plan Review and Code Inspection," in substantially the form attached hereto as Exhibit A.

DATED this 26th day of May, 2021.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

ATTEST:


Asst. Clerk of the Council

**Exhibit A
To
Motion No. 21-185**

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY
CONCERNING PROVISION OF BUILDING/CONSTRUCTION/
FIRE PLAN REVIEW AND CODE INSPECTION SERVICES**

[See Attached]

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY
CONCERNING PROVISION OF BUILDING/CONSTRUCTION/FIRE PLAN REVIEW
AND CODE INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY CONCERNING PROVISION OF BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Agreement") is made and entered into as of 4/14 2021, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Town of Darrington, a Washington municipal corporation (the "Town")

RECITALS

1. The Town has expressed interest in an interlocal agreement with the County to provide the following services: building/construction/fire plan review and code inspection.
2. The purpose of this Agreement is to allow the County to provide the above listed services to the Town.
3. The Washington State Building Code, as periodically amended by the Washington State Legislature, is in effect in the both County and Town as set forth in chapter 19.27 RCW, and is relied upon for plan review and inspection services performed under this Agreement.
4. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

[The remainder of this page is intentionally left blank.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION

- 1.1 The County, through the Department of Planning and Development Services (PDS) and Office of the County Fire Marshal ("OCFM"), will conduct Building/Construction/Fire Plan Review and Code Inspections of industrial, commercial and residential projects on a case-by-case basis as requested by the Town. The above mentioned Building/Construction/Fire Plan Review and Code Inspections are to be performed to determine compliance with applicable requirements of the Washington State Building Code and any local amendments adopted thereto by the Town. The Code Inspections requested by the Town under this Agreement may include, but not be limited to, new construction inspections, annual inspections for fire and life/safety, and code enforcement related inspections. Pursuant to the request of the Town, the OCFM may perform any and all duties associated with the position of acting Fire Code Official for the Town.
- 1.2 The Town will determine when plans will be reviewed by PDS and OCFM.
- 1.3 The review of the plans will be scheduled in the order they are submitted by the Town and will be subject to the processing timelines applicable to the other plans being reviewed by PDS and OCFM.
- 1.4 PDS and OCFM shall employ only certified and trained personnel in the Washington State Building Code, to conduct Building/Construction/Fire Plan Review and Code Inspections.
- 1.5 Building/Construction/Fire Plan Review will be conducted for determining compliance with the Washington State Building Code, as well as other subsidiary codes and local amendments as appropriate.
- 1.6 PDS and OCFM will provide plan mark-up and notation customary for professional plan review standards, and forward said plans to the Town for return to applicants.
- 1.7 PDS and OCFM will conduct on-site Building/Construction/Fire Code Inspections as requested by the Town, customarily with one day prior notice. Inspections shall be conducted and corrections noted as customary for professional Building/Construction/Fire Code Inspection standards, with correction notices provided to the Town for records management.
- 1.8 The Town shall be the responsible permit issuing agency, and shall collect all permit fees, issue all permits, and defend any and all challenges related to plan review, inspections, and permit decisions performed under this Agreement.

1.9 The parties understand and agree that the County's ability to perform a requested service pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of County personnel. If the County determines that sufficient staff time is not available to allow it to provide a requested service, it shall so notify the Town as soon as possible after receiving the request for that services.

Section 2. COMPENSATION

- 2.1 The Town shall pay the County for Building/Construction/Fire Plan Review and Code Inspection Services pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The County agrees to provide the Town with a written invoice for Building/Construction/Fire Plan Review and Code Inspection Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The Town agrees to remit payment in full within 30 days of receipt of an invoice. Payment for these services shall be made to the County. County invoices shall be itemized to indicate each project and the time/cost allocated to the various projects.
- 2.5 The County will maintain all records reflecting fees and costs billed to the Town.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
 Planning and Development Services, Accounting
 M/S 604, 3000 Rockefeller Avenue
 Everett, WA 98201-4046

Town: Town of Darrington
 1005 Cascade Street
 Darrington, WA 98241

Section 3. INSURANCE

3.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.

- 3.2 The Town is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the Town's participation in said pool.
- 3.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 Town Held Harmless. The County shall indemnify and hold harmless the Town and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the Town, the County shall defend the same at its sole cost and expense; provided that the Town reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Town, and its officers, agents, and employees, or any of them, or jointly against the Town and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 4.2 County Held Harmless. The Town shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Town, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Town shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Town and their respective officers, agents, and employees, or any of them, the Town shall satisfy the same.
- 4.3 Liability Related to Town Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, policy, rule or regulation is at issue, the Town shall defend the same at its sole expense and, if judgment is entered or damages are

awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- 4.4 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 6. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 7. PROPERTY

Any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.

Section 8. DURATION AND TERMINATION

- 8.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2023, unless the parties renew the Agreement in accordance with Section 9. Changes to Appendix A are subject to Section 13 below.
- 8.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. The Town would then pay the County for all Building/Construction/Fire Plan Review and Code Inspection Services provided up to and including the date of termination in accordance with Section 2.
- 8.3 The terms and conditions contained in Sections 2 and 4 of this Agreement shall survive the expiration or termination of this Agreement.
- 8.4 The County will immediately cease work, stop its review and return all Town and/or applicant/business records to the Town upon the effective date of the termination or expiration of this Agreement. The County will retain all fees already paid.

Section 9. AMENDMENT AND/OR RENEWAL

- 9.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 9, without the need to obtain additional approvals from the County Council or the County Executive.
- 9.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 9.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 13 below.
- 9.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 10. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201-4046

Town: Town of Darrington
1005 Cascade Street
Darrington, WA 98241

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date.

Section 11. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The Town Mayor or his/her designee is the Town's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 12. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 14. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of Snohomish County employees while performing their functions within the territorial limits of Snohomish County shall apply to current planners, building inspectors, inspectors and plan review to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the Town under the provisions of this Agreement.

Section 15. NO THIRD PARTY BENEFICIARIES: NO JOINT VENTURE

This Agreement is for the sole benefit of the Town and County and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

Section 16. CONTINGENCY

The obligations of the Town and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. Either party may terminate the Agreement under Section 8 of this Agreement in the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement.

Section 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

Section 18. AUTHORIZATION

The Town hereby authorizes County personnel to conduct Building/Construction/Fire Plan Review and Code Inspections as described in this Agreement, and all acts incidental to the provision of these services, within the Town's jurisdictional boundaries.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated herein.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

TOWN OF DARRINGTON

SNOHOMISH COUNTY

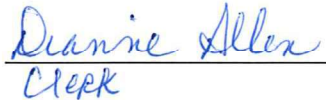
By: 
Dan Rankin, Mayor

By:  Ken Klein
2021.06.03
12:17:17 -07'00'
Dave Somers, Executive

Date: 14 April 2021

Date: _____

Attest:


Dianne Allen
Clerk

Approved as to form: Office
of the Town Attorney

Attest:

Approved as to form:
Snohomish County Prosecutor's Office

 4/21/21

COUNCIL USE ONLY

Approved 5/26/2021

ECAF # 2021-0267

MOT/ORD Motion 21-185

APPENDIX A

**FEE SCHEDULE/HOURLY RATES INCLUDED IN CONTRACT
FOR BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND
CODE INSPECTION SERVICES**

Rate Per Hour

2021	2022	2023
\$106.00	\$109.00	\$112.00

APPENDIX B

Sample Form of Amendment

**AMENDMENT NO.1 TO INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DARRINGTON
AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/FIRE PLAN
REVIEW AND CODE INSPECTION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DARRINGTON AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Amendment") is made and entered into as of this__ day of____, 20__, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Town of Darrington, a Washington municipal corporation (the "Town").

RECITALS

- A The County and Town are parties to the "Interlocal Agreement between the Town of Darrington and Snohomish County Concerning Provision of Building/Construction/Fire Plan Review and Code Inspection Services" executed on _____, the ("Original Agreement").
- B. Pursuant to Section 9 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and Town now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and Town now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and Town agree that the Term specified in Section 8 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and Town agree to adopt a new fee schedule as provide herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and Town have executed this Amendment as of the day and year first written above.

TOWN OF DARRINGTON

SNOHOMISH COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: Town Mayor

Title: Director, Department of Planning and Development Services