

FRANKLIN COUNTY RESOLUTION NO. 2016 025

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR PROVIDING BUILDING INSPECTION SERVICES FOR THOSE AREAS LOCATED WITHIN THE CORPORATE LIMITS OF CONNELL, WASHINGTON

WHEREAS, the City of Connell desires to contract with Franklin County to provide building inspection services for the City of Connell for those areas located within the corporate limits of Connell, Washington; and

WHEREAS, the Agreement shall be for a term not to exceed three years from the date of execution, unless agreed to in writing by both parties; and

WHEREAS, the Franklin County Planning and Building Department shall act as the designated agency to review and certify all construction plans for projects located within the corporate limits of Connell, Washington and shall perform all required building inspections; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County and the City of Connell to provide building inspection services for the City of Connell for those areas located within the corporate limits of Connell, Washington.

BE IT FURTHER RESOLVED the Agreement shall become effective upon the date recorded with the Franklin County Auditor.

APPROVED this 20th day of January 2016.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Rick Miller, Chair



Robert E. Koch, Chair Pro Tem

Attest:



Karin Milham
Clerk to the Board



Brad Peck, Member

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR
PROVIDING BUILDING INSPECTION SERVICES FOR THOSE AREAS LOCATED WITHIN THE
CORPORATE LIMITS OF CONNELL, WASHINGTON**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement," is entered into as of the 20 day of JAN., 2016, between Franklin County, a political subdivision of the State of Washington, also hereinafter referred to as "County," and the City of Connell, a municipal corporation of the State of Washington, also hereinafter referred to as "City."

This Agreement is entered into by Franklin County under the authority of RCW 19.27.050, RCW 36.32.120, the current Franklin County Building Code Ordinance – as amended, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is entered into by the City of Connell under authority of RCW 19.27.050, the current City of Connell Building Code Ordinance, as amended, RCW 35.21.010, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

SEC. 1. PURPOSE:

The purpose of this Agreement is for Franklin County to provide the "building inspection services" for the City of Connell for those areas located within the corporate limits of Connell, Washington.

SEC. 2. PARTIES:

The parties to this Agreement shall be the City of Connell, a political subdivision of the State of Washington, with its principal offices located at 104 East Adams Street, Connell, Washington; and Franklin County, also a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington.

SEC. 3. TERM:

This Agreement shall be for a term not exceeding three (3) years from the date of execution unless agreed to in writing by both parties.

SEC. 4. FRANKLIN COUNTY SERVICES TO BE PROVIDED:

The Franklin County Planning and Building Department shall provide the following "building inspection services" for the City of Connell, both of which are the sole parties to this Agreement:

- (a) Shall act as the designated agency to review and certify all construction plans for projects located within the corporate limits of Connell, Washington.
- (b) Shall act as the designated agency authorizing (upon completion of review and certification of all construction plans for projects located within the corporate limits of Connell, Washington) the City of Connell to issue construction/building permits.
- (c) Shall act as the designated agency to perform all required building inspections for all construction projects within the corporate limits of Connell, Washington, which includes providing ICC certified building inspectors, as needed, and to conduct inspections for Washington State Building Code compliance of building permits covered under this Agreement.
- (d) Shall act as the designated agency to review and approve special inspection reports for construction projects within the corporate limits of Connell, Washington.
- (e) Shall act as the designated agency to finalize and certify completion of all construction projects within the corporate limits of Connell, Washington.
- (f) Shall maintain custody of a copy of all the filed construction plans, plan/project information, and special inspection reports, all in accordance with Chapter 40.14 RCW, Section 434 WAC, and other legal requirements for retention and disposition of public records.
- (g) Shall make record and index all filings related to all construction projects within the corporate limits of Connell, Washington.

- (h) The Planning and Building Department or their designee shall promptly respond in writing to all public or private inquiries directed to the Department in regards to construction projects within the corporate limits of Connell, Washington.
- (i) The Planning and Building Department or their designee's response to inquiries shall be in compliance with Chapter 42.17 RCW and/or Chapter 42.56 RCW and other applicable laws governing disclosure of public records and confidentiality.

SEC. 5. CITY OF CONNELL SERVICES TO BE PROVIDED:

- (a) Shall provide the required staff needed for the initial permit intake and the final issuance of permits, along with collection of the required building permit and plan review fees, at a pre-determined location in the City.
- (b) Shall distribute and forward building permit and plan review fees per Section 6 in this Agreement.
- (c) Shall forward the initial applications, plans, specifications, and all other pertinent project information to the Planning and Building Department by fax, email and/or mail.
- (d) Shall promptly direct all public or private inquiries in regards to the services performed by Franklin County under this Agreement to the Planning and Building Department.
- (e) Shall contact or provide notice to the Planning and Building Department at the following:

Franklin County Planning and Building Department
1016 North 4th Avenue
Pasco, WA 99301
Phone (509) 545-3521 - Fax (509) 546-3367

SEC. 6. DISTRIBUTION OF COLLECTED BUILDING PERMIT AND PLAN REVIEW FEES:

- (a) The City of Connell shall immediately upon receipt of the collected building permit and plan review fees for all Commercial and/or Industrial construction projects, distribute and forward to Franklin County sixty-five percent (65.0%) of the collected building permit fees, and sixty percent (60.0%) of the collected plan review fees.
- (b) The City of Connell shall immediately upon receipt of the collected building permit fees for all other non-commercial/non-industrial construction projects (including FAS), distribute and forward to Franklin County eighty percent (80.0%) of the collected building permit fees.
- (c) Both parties may use their portion of the collected building permit and/or plan review fees at their own discretion as permitted by operation of law.

SEC. 7. MUTUAL COOPERATION:

All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

SEC. 8. NO PROPERTY ACQUISITION OR JOINT FINANCING:

This Agreement does not provide for the acquisition, holding, or disposal of property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SEC. 9. TERMINATION:

- (a) Notwithstanding any other provision of this Agreement, any party may terminate this Agreement anytime upon ninety (90) days written notice of intent to terminate, with the termination to become effective upon expiration of ninety (90) days from the notice of termination date. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement. Termination date shall be the date upon which the elected governing body of the terminating party took formal action to terminate this Agreement.
- (b) Should either party terminate this Agreement, each party shall continue to carry out to fruition its obligations and services specified herein related to any building permit/plan application and/or building permit, submitted or issued, prior to the notice of termination date. As a result each party shall continue to be entitled to its full portion of fees related to those previously submitted or issued building permit application(s)/plan(s) or building permit(s).

SEC. 10. NOTICE:

Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: City of Connell
Attn: City Manager
104 East Adams Street
P.O. Box 1200
Connell, WA 99326

SEC. 11. INDEPENDENT CONTRACTORS:

The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

SEC. 12. RECORD KEEPING:

All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

SEC. 13. NON-DISCRIMINATION:

All parties to this Agreement certify that they are equal opportunity employers.

SEC. 14. LIABILITY:

Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

SEC. 15. NO THIRD-PARTY BENEFICIARIES:

The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

SEC. 16. ASSIGNMENT:

No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

SEC. 17. AMENDMENTS OR MODIFICATIONS:

This Agreement may be amended, altered, or changed in any manner by the mutual written consent of both parties.

SEC. 18. WAIVER:

No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SEC. 19. SEVERABILITY:

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

SEC. 20. ADMINISTRATOR DESIGNEE FOR THIS INTERLOCAL COOPERATION AGREEMENT:

The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement, which provides for a joint and cooperative undertaking.

SEC. 21. FILING:

Copies of this Agreement, together with the resolutions of both the parties' governing bodies' approval and ratification of this Agreement, shall be filed with the Franklin County Auditor and the Secretary of the State of Washington after execution of this Agreement by both parties.

SEC. 22. EFFECTIVE:

This Agreement shall become effective upon approval by both parties and thereafter shall be immediately recorded with the Franklin County Auditor. The date upon which this Agreement is recorded with the Franklin County Auditor shall be considered the date of execution of this Agreement.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**



Chair



Chair Pro-Tem



Member

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:



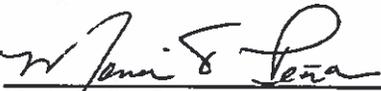
Tim Dickerson, Chief Civil
Deputy Prosecuting Attorney

CITY OF CONNELL, WASHINGTON



Bruce Blackwell, Mayor

Attest:



Maria Peña, City Clerk

Approved as to Form:



Dan Hultgrenn, City Attorney