

**BOARD OF COUNTY COMMISSIONERS
Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION
OF INTERLOCAL AGREEMENT BETWEEN
GRANT COUNTY AND THE TOWN OF
WILSON CREEK**

RESOLUTION No. 15-⁰⁸⁴-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision and the Town of Wilson Creek are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and the Town of Wilson Creek to enter into an interlocal agreement for the purpose of enabling the County, by and through its Department of Building & Fire Marshal Office, to furnish the administration and enforcement services required to carry out the purpose of the State Building Code Act.

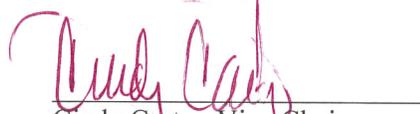
NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement Regarding State Building Code Administration and Enforcement between Grant County and the Town of Wilson Creek be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 21st day of December, 2015.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain


Richard Stevens, Chair


Cindy Carter, Vice-Chair


Carolann Swartz, Member

ATTEST:


Clerk of the Board

INTERLOCAL AGREEMENT REGARDING
STATE BUILDING CODE ADMINISTRATION AND ENFORCEMENT

THIS AGREEMENT is made and entered into by and between GRANT COUNTY, WASHINGTON ("County"), a political subdivision of the State of Washington, by and through the GRANT COUNTY DEPARTMENT OF BUILDING FIRE MARSHAL OFFICE, (BFM) and the TOWN of WILSON CREEK (Wilson Creek), a municipal corporation of the State of Washington.

RECITALS:

WHEREAS, Wilson Creek desires to contract with the County/ BFM to furnish the administration and enforcement services required to carry out the purposes of the State Building Code Act; and

WHEREAS, the County, by and through BFM, is able to provide for the administration and enforcement required by Wilson Creek, in connection with the State Building Code, Chapter 19.27 RCW, (excepting the International Fire Code portion of RCW 19.27.031(3) relating to the inspection of existing businesses.)

WHEREAS, Wilson Creek and the County/BFM desire to enter into an Interlocal Agreement as per RCW 39.34, setting forth the rights and duties of parties concerning administration and enforcement services of the State Building Code Act.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1) The County/BFM does hereby agree that it will administer and enforce the Building Code of Wilson Creek (Building Code), within the corporate limits of Wilson Creek, and will provide trained personnel for that purpose. The County/BFM shall be responsible for ascertaining issuance of necessary permits for new construction, repair, remodel, relocation, or any other purpose. The Wilson Creek will adopt by reference as its building code the Grant County Building Code as contained in Grant County Code (GCC) chapter 14.04.

2) The County/BFM does hereby agree to provide all forms and notices required for the administration of the State Building Code to Wilson Creek.

3) All permits required pursuant to the Building Code of Wilson Creek shall be issued by and through the BFM.

4) The Wilson Creek City Clerk shall serve as one of the assistants to the County Building Official to perform such administrative duties as said Building Official or designee shall determine. Provided: the Wilson Creek City Clerk is not an agent, employee or servant of the County/BFM. At all times material herein, Wilson Creek shall have and maintain complete responsibility and control over such City Clerk.

5) It is agreed that Wilson Creek shall use the same schedule of permit fees in connection with the administration and enforcement of its Building Code as shall be used by the County pursuant to the County's adopted fee schedule.

6) Wilson Creek does hereby agree that all fees to the County for said services shall be paid directly to the County, except Wilson Creek may assess and retain an additional filing fee of \$20.00 for all building permits.

7) It is further agreed that the County will not issue any permits falling under Wilson Creek jurisdiction until the County/BFM receives written authorization from Wilson Creek on a form agreeable to both parties.

8) This agreement shall be effective from the date of the last signature affixed hereto and shall run through July 31, 2019. Either party may terminate this agreement by providing the other party 14 days written notice.

9) All notices pursuant to this Agreement shall be in writing and shall be transmitted by internet or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via internet shall be sufficient upon showing of a receipt of successful transmission produced by the recipient and indicating the e-mail address to which the transmission was sent, provided that the receipt indicates the transmission was sent to the intended recipient.

10) Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To County/BFM: Dave Nelson, Director
Grant County Building Fire Marshal Office
264 W Division
PO Box 37
Ephrata, WA 98823
(509) 754-2011 (ext. 3001)

To Wilson Creek: Kathy Bohnet, Mayor
Town of Wilson Creek
PO Box 13
Wilson Creek, WA 98860-0013
(509) 345-2498

11) If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12) To the fullest extent permitted by law, the County shall indemnify and hold harmless Wilson Creek, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to the County's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of Wilson Creek, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of the County and/or BFM or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify Wilson Creek from the negligence of Wilson Creek's own employees, officers or agents.

To the fullest extent permitted by law, Wilson Creek shall indemnify and hold harmless the County and/or BFM, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to Wilson Creek's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the County and/or BFM, its employees, and/or its agents and its/their performance of the work specified by this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of the County and/or BFM or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the County and/or BFM from the negligence of the County and/or BFM's own employees, officers or agents.

PROVIDED: Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between the County and/or BFM and Wilson Creek.

13) It is understood and agreed that violation of the Building Code shall be prosecuted by Grant County and pursuant to "The Grant County Unified Development Code" Chapter 25.16 any fines or penalties collected pursuant to enforcement under this agreement shall be paid to Wilson Creek Treasurer. Wilson Creek shall compensate the County at the rate per hour as published in the County Building Fee Schedule for "Special Inspections" as adopted by resolution for Grant County, for all times spent in enforcement activities beginning at the point where a "Notice of Violation" is issued. Enforcement of Building Code violations shall be by written request of the Mayor of Wilson Creek.

14) This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

15) Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

16) For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.

17) It is understood and agreed that the County Building Department or designee will notify Wilson Creek when the final inspections have been completed on all permits issued, thereby informing WILSON CREEK that projects have been completed and all requirements set forth have been met.

18) No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the County/BFM and Wilson Creek. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

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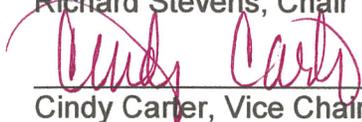
IN WITNESS WHEREOF, Wilson Creek by Resolution _____, duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk and the County. The County, by its Board of County Commissioners, has caused this document to be subscribed to, the same attested by the Clerk of the Board, on the day and year first herein written.

Dated the 21st of December, 2015.

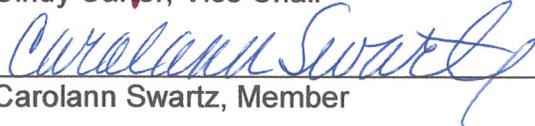
BOARD OF COUNTY COMMISSIONERS



Richard Stevens, Chair



Cindy Carter, Vice Chair



Carolann Swartz, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

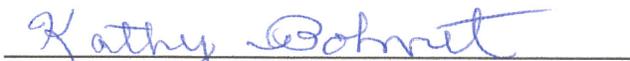
GRANT COUNTY DEPARTMENT OF BUILDING FIRE MARSHAL OFFICE



Dave Nelson, Director

Dated the 18th of December, 2015.

TOWN OF WILSON CREEK



Kathy Bohnet, Mayor