

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY FOR THE COORDINATION OF BUILDING INSPECTION SERVICES

This Agreement is made and entered into this 3rd day of April, 2007, by and between the City of Ellensburg, a municipal corporation (the "City"), and Kittitas County, a political subdivision of the State of Washington (the "County").

WHEREAS, the City is responsible for the administration and enforcement of the International Building Code for all construction work covered by said code taking place within the city limits of Ellensburg, and

WHEREAS, the County is responsible for the administration and enforcement of the International Building Code for all construction work covered by said code taking place within the unincorporated portions of Kittitas County, and

WHEREAS, both the City and the County staff fully functional and competent building departments which provide building inspection and plan review services, including the appointment of a Building Official in each respective jurisdiction, and

WHEREAS, the City and County agree that the administration and enforcement of the relevant building and construction codes for interior remodeling and repair work of existing buildings owned by the respective parties can most efficiently be accomplished by the jurisdiction owning the building so affected, without degradation of proper code enforcement, and

WHEREAS, this agreement shall apply only to the remodel and repair work of existing buildings and shall not apply to new construction or new additions to existing buildings which result in a revised building footprint, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act,

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the City of Ellensburg and Kittitas County in the provision of building plan review and inspection services on property owned by the County and located within the city limits of Ellensburg, and on property owned by the City and located within the unincorporated portions of Kittitas County.
2. Responsibilities. The parties' respective responsibilities for building code enforcement shall be as follows:
 - a. Administration and enforcement of the relevant building codes as they apply to all remodel and repair work on the interior of all buildings owned by the County and located in the city limits of Ellensburg shall be the responsibility of the County, and the County shall be the permitting authority for such purposes.
 - b. Administration and enforcement of the relevant building codes as they apply to all remodel and repair work on the interior of all buildings owned by the City, and located in the unincorporated portions of the County shall be the responsibility of the City, and the City shall be the permitting authority for such purposes.

c. Administration and enforcement of the relevant building codes as they apply to all new construction and new additions to existing buildings, which new construction and/or new buildings additions are owned by either party to this agreement, shall be the responsibility of the local jurisdiction in which the building is located and shall not fall within the purview of this Agreement.

d. The City and the County agree to render mutual support in building administration and inspection services to the extent such support is sought by either jurisdiction party to this agreement, and to the extent that the provision of such mutual support is feasible.

e. Each party shall bear its own costs and expenses for its respective responsibilities under the terms of this Agreement.

3. Indemnification.

a. The County shall indemnify, defend and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act or omission of the County's agents, employees or officers.

b. The City shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the City, whether by act or omission of the City's agents, employees or officers.

4. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

5. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

6. Relationship of the Parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to City employees. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to County employees.

7. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

8. Disputes. If a dispute arises between the parties concerning this Agreement, the City Building Official and the County Building Official shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the Ellensburg City Manager and the Chair of the Board of County Commissioners for resolution. If not resolved by the City Manager and Chair within thirty (30) days of referral, either party may pursue court action under paragraph 9 below.

9. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

10. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

11. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

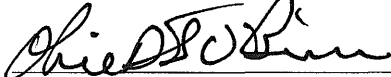
12. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

13. Duration and Termination. This Agreement shall commence and be effective on April 3rd, 2007, and remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.

14. Filing. This Agreement shall be filed with the Kittitas County Auditor, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG



Obie D.J. O'Brien
Mayor

KITTITAS COUNTY

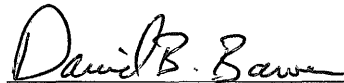


Alan A. Crankovich
Chair, Board of County Commissioners

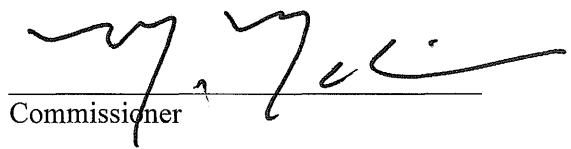
Attest:



City Clerk

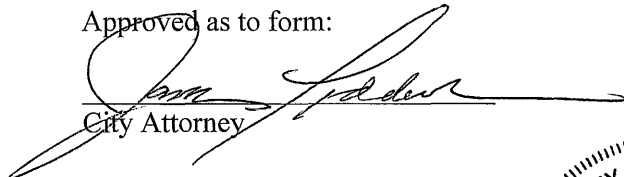


Commissioner



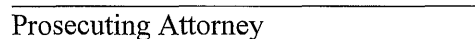
Commissioner

Approved as to form:



City Attorney

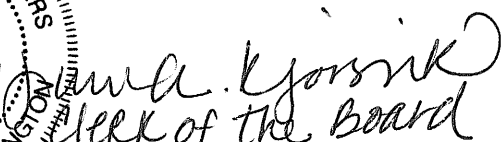
Approved as to form:



Prosecuting Attorney



Attest:



Paula Kjosnik
Clerk of the Board