



MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: October 4, 2011

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF REDMOND AND THE CITY OF DUVALL FOR BUILDING PLAN REVIEW SERVICES

I. RECOMMENDED ACTION

Authorize the Mayor to execute an agreement which will provide a mechanism whereby the City of Redmond may assist the City of Duvall by providing building plan review services in exchange for reimbursement of Redmond's costs.

II. DEPARTMENT CONTACT PERSONS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Jason Lynch, Building Official, 425-556-2483

III. DESCRIPTION/BACKGROUND

Currently, the City of Duvall has a need for building plan review services; however, at this time Duvall does not have sufficiently trained personnel to meet the demand. Under the terms of the Interlocal agreement between the two cities, when requested, Redmond will be providing building plan review services to Duvall. Redmond will be assigning one or more of its qualified staff to perform these services to the extent allowed by the workload of Redmond's Building Division.

The Interlocal agreement would become effective when both the City of Redmond and City of Duvall sign the agreement, and will continue to be in effect until December 31, 2011. Unless either City gives written notice of its intent not to renew this agreement by December 1, 2011, the contract would automatically renew for another one-year term beginning on January 1, 2012, and ending on December 31, 2012.

IV. IMPACT

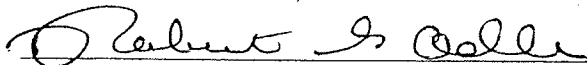
- A. Service Delivery.** Approval of the Interlocal agreement between the City of Redmond and the City of Duvall will result in the City of Redmond being able to provide plan review services to the City of Duvall for a prescribed hourly rate to be established by the cities.
- B. Fiscal.** There will be no increased costs to the City of Redmond to implement this Interlocal agreement. All costs associated with the agreement will be reimbursed by the City of Duvall.

V. TIME CONSTRAINTS

Duvall is in immediate need of qualified plan review staff.

VI. LIST OF ATTACHMENTS

Attachment A: Interlocal Agreement for Building Permit Plan Review Services

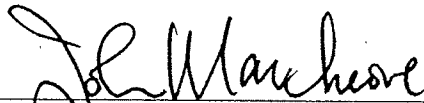


Robert G. Odle, Director, Planning and Community Development

9/23/2011

Date

Approved for Council Agenda:



John Marchione, Mayor

9/23/11

Date

ATTACHMENT A

INTERLOCAL AGREEMENT FOR BUILDING PERMIT PLAN REVIEW SERVICES

THIS AGREEMENT is entered into between the City of Duvall, a Washington city ("Duvall") and the City of Redmond, a Washington city ("Redmond"), for the purposes hereafter mentioned.

WHEREAS, Duvall has a need for building permit plan review services, and currently does not have sufficient trained personnel to meet its needs, and

WHEREAS, Redmond is willing to provide building permit plan review services to Duvall under certain terms and conditions, and

WHEREAS, the parties are authorized to enter into interlocal agreements under the Interlocal Cooperation Act, RCW Chapter 39.34, and to cooperate for mutual advantage, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement to provide a mechanism whereby Redmond may assist Duvall by providing building permit plan review services in exchange for reimbursement of Redmond's costs.

2. Redmond to Provide Building Permit Plan Review Services. Redmond agrees to provide building permit plan review services to the City of Duvall as requested by Duvall during the term of this Agreement. As used in this Agreement, "building permit plan review services" means and includes the review of building permit plans for conformity with the codes (and only those codes) set forth on Exhibit A attached to this Agreement and incorporated by reference as if set forth in full. Redmond will assign one or more of its qualified plan review personnel to provide such building permit plan review services and will make such plan review personnel available to Duvall to the extent allowed by the workload of the Building Division of the Redmond Planning Department. Duvall understands that Redmond will accord the same priority to review of Duvall building permit plans as it does Redmond building permit plans and will not provide higher priority to Duvall building permit plans unless specifically agreed to.

3. Non-Exclusive Agreement. Nothing in this Agreement obligates Duvall to request building permit plan review services from Redmond and Duvall is free at any time to obtain such services from another source.

4. Duration of Agreement. This Agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect until December 31, 2011. This Agreement shall automatically renew for a one year term commencing January 1, 2012 and ending December 31, 2012 unless either party gives written notice to the other of its intent not to renew by December 1, 2011.

5. Payment by Duvall. Duvall agrees to pay for all services provided by Redmond plan review personnel at the rate of \$104.29 per hour for each hour of service provided, including but not limited to, all time spent in reviewing plans, all time spent documenting plan review, and all travel time between Redmond and Duvall and within Duvall if attendance at meetings in Duvall is requested. Redmond shall invoice Duvall on a monthly basis for building permit plan review services provided during the previous month. Duvall agrees to pay such invoices within thirty (30) days from the date of the invoice. In the event that this Agreement is renewed as provided in Section 4, Redmond reserves the right to raise the hourly rate provided in this Section in order to recoup Redmond's employee costs. Redmond shall give Duvall notice of any increase in rates at least thirty days prior to the effective date of any such rate increase.

6. Equipment and Supplies. Except as may be otherwise agreed between the building officials of Duvall and Redmond, Redmond will furnish all equipment and supplies necessary for Redmond's plan review personnel to perform the services required by this Agreement, including but not limited to, vehicles, office equipment, and other miscellaneous supplies. Duvall will furnish sufficient copies of building permit plans for Redmond's review. Copies of documents provided by Redmond will be provided according to Redmond's adopted fee schedule.

7. Plan Review Personnel Remain Redmond Employees. Nothing in this Agreement shall make Redmond's plan review personnel employees of Duvall and such employees shall at all times remain employees of Redmond.

8. Supervision and Discipline. While performing plan reviews, Redmond plan review personnel shall take direction from the Building Official of Duvall, provided, that in the event a Redmond plan reviewer disagrees with such direction, the plan reviewer may consult the Building Official of Redmond and the building officials of both jurisdictions shall confer in order to resolve any dispute as to the direction. Duvall shall have no power to discipline any plan reviewer provided by Redmond, but Duvall may request Redmond to take disciplinary action related to any conduct of such plan reviewers while performing building permit plan review for Duvall.

9. Indemnity. In agreeing to provide plan review services as provided herein, Redmond makes no guarantee or warranty as to the services provided. To the fullest extent allowed by law, Duvall agrees to indemnify, defend, and hold Redmond harmless from and against any and all claims, losses, liabilities, suits, and causes of action arising out of, caused, or occasioned by any negligent act, error, or omission (1) of Duvall, its elected and appointed officers, agents, and employees, in the performance of Duvall's obligations under this Agreement, including but not limited to, the supervisory duties described in Section 8 above, and (2) of the plan reviewers provided by Redmond while performing services for Duvall within the scope of the services provided for in this Agreement.

10. Injuries to Redmond Employees. If any Redmond plan reviewer incurs a injury or disability which arises out of and is directly as a result of providing services to Duvall, and which would give rise to worker's compensation benefits, disability benefits, or medical expenses being paid by Redmond, then Duvall shall reimburse Redmond for such benefits and

expenses, less any insurance proceeds received by Redmond for the purpose of defraying such costs. The same shall also apply to any medical expenses not otherwise paid by applicable insurance policies and which are required to be paid by Redmond under any Redmond benefit program.

11. No Joint Property. No joint property will be acquired or financed by the parties under this Agreement.

12. Administration. This Agreement shall be jointly administered by the building officials of Duvall and Redmond.

13. Insurance. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Duvall shall include Redmond's building inspectors under its insurance policies covering actions by its building department personnel.

14. Non-Assignable. Neither party may assign its rights and obligations under this Agreement to any other person or entity.

15. Waiver. Waiver by either party of the right to insist on strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

16. Termination. Either party may terminate this Agreement upon thirty days written notice to the other party, provided, that the provisions of Section 9 and 10 shall survive termination of this Agreement with respect to any claim or liability arising out of any event occurring prior to the effective date of termination.

17. Notices. Notices required by this Agreement shall be provided in writing to the parties at the following addresses:

To Duvall:

Building Official
City of Duvall
15535 Main Street NE
P.O. Box 1300
Duvall, WA 98019

To Redmond

Jason Lynch
Building Official
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Mail Stop 2SPL
Redmond, WA 98073-9710

or such other addresses as the parties may from time to time provide each other in writing. Notices shall be deemed received three days after deposit of the same in the United States Mail, postage prepaid, addressed as provided above.

18. Attorneys Fees. In the event that either party brings an action against the other to compel compliance with any term of this agreement or to redress any breach thereof, the prevailing party in any such action shall be entitled to recover its costs, including reasonable attorney's fees.

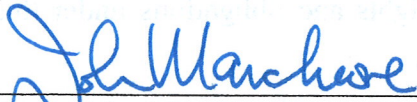
19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein and supersedes all prior discussions and agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a writing signed by both parties.

20. Filing. In order to comply with the filing requirements of RCW 39.34.040, the parties agree to list this Agreement by subject on their respective websites as soon as practicable after approval and signature.

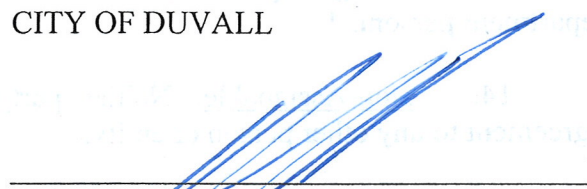
AGREED TO by the parties on the dates set forth below.

CITY OF REDMOND

CITY OF DUVALL



Mayor John Marchione
Date: 10/14/11



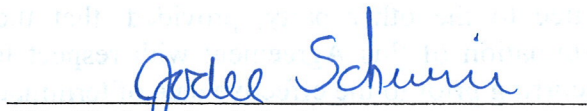
Mayor Will Ibershof
Date: 10/19/11

ATTEST:

ATTEST:




City Clerk Michelle McGehee, CMC



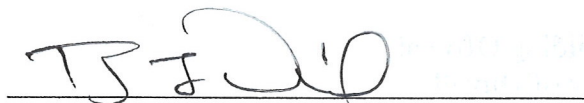
City Clerk Jodee Schwinn

APPROVED AS TO FORM:

APPROVED AS TO FORM:



City Attorney James E. Haney



City Attorney Bruce L. Disend