

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND THE CITY OF CLE
ELUM FOR THE PROVISION OF PLANS EXAMINATION AND BUILDING INSPECTION
SERVICES

This Agreement is made and entered into this 15th day of June, 2010,
by and between Kittitas County, a political subdivision of the State of Washington (the
"County"), and the City of Cle Elum (City), a municipal corporation.

WHEREAS, the City has personnel qualified, capable, and available to provide plan
review and inspection services for the County, and

WHEREAS, the County wishes to have the City provide plan review and inspection
services for it on an as-needed basis, 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 Kittitas
County and the City in the provision of plan review and inspection services on an as-needed
basis.
2. Responsibilities. The parties' respective responsibilities for plan review and inspection
shall be as follows:
 - a. The City shall make available and the County shall utilize, the City Building
Official a minimum of 10 hours per week to provide plan review and inspection services to the
County.
 - b. The County shall pay \$40 per hour for the services of the City Building Official.
This rate shall be adjusted annually by the amount of any cost of living increases approved by the
Cle Elum City Council as part of the City's annual budget review process. This rate includes the
actual cost of labor and benefits for the Building Official, plus fifteen percent (15%) for overhead
costs such as accounting, billing and administrative services.
 - c. Payments by the County are due within thirty (30) days after itemized invoicing
by the City. Supplies, expendables and mileage (if any) will be billed to the County on a cost
basis.
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.

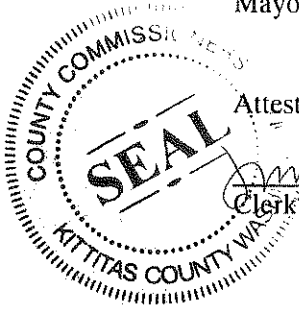
4. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.
5. Compliance with Laws. Each party hereto, in its performance of this 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 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. The relationship established herein between the City and the County is that of independent contractor.
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's Building Official and the County Building Official shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the City's Mayor and the Chairman of the Board of County Commissioners for resolution. If not resolved by the City Mayor and Board of County Commissioner's Chairman 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. This Agreement shall be effective as of June 14, 2010 and shall continue through June 30, 2011. This Agreement shall automatically renew without further action by the Parties on a yearly basis thereafter unless otherwise modified or 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 or posted on the County's webpage, as provided for in and 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.

CLE ELUM

Charles J. Glendon
Mayor

Attest:
Michelle Kjosnik
Clerk



Approved as to form:

City Attorney

KITTITAS COUNTY
ABSENT

Mark McClain
Chair, Board of County Commissioners

[Signature]
Commissioner

[Signature]
Commissioner

Approved as to form:

[Signature]
Prosecuting Attorney