

**Interlocal Agreement between the Cities of Kirkland and Monroe for Kirkland to  
Provide Services to Monroe**

Whereas, the City of Monroe ("Monroe") has requested the City of Kirkland's ("Kirkland") assistance in providing on-call plan review and field inspections; and

Whereas, Kirkland is willing to provide such assistance to Monroe pursuant to the terms of this agreement ("Agreement"); and

WHEREAS, the parties are authorized by the Interlocal Cooperation Act, RCW Chapter 39.34, to enter into such agreements when appropriate,

Now, therefore, the parties agree as follows:

**1. Services**

Kirkland will provide on-call plan review and inspections for Monroe. Such services shall be provided in accordance with industry standards and in conformity with the terms of the Collective Bargaining Agreement between Kirkland and AFSCME Local #1837 as currently written and amended or hereafter amended ("CBA"). For the purposes of this Agreement, the services to be provided are:

- a) Plan review services include structural, non-structural, mechanical, plumbing, electrical and energy code. This includes the initial review and any necessary subsequent reviews. The plan review service will be provided in Kirkland but Kirkland agrees to meet with Monroe and/or the applicant elsewhere as reasonably necessary. Kirkland will review the plans according to an agreed time schedule determined at the time of the plan review request by Monroe. Monroe understands this schedule may need to be revised and agrees to accept such revisions as reasonably needed by Kirkland.
- b) On-call field inspections. This includes all building, plumbing, electrical and mechanical inspections as requested by Monroe. Inspections will be made within two business days of the request, but Kirkland will make a good faith effort to make the inspection within 24 hours of the request. Kirkland will provide the vehicle for the inspector to use. Kirkland will make a good faith effort to deliver all inspection results and correction notices electronically to Monroe the same day of the inspection.
- c) Additional services such as code interpretations and/or other technical assistance may also be included under this Agreement.

**2. Term**

The Services will be provided from March 15, 2010, to March 31, 2011.

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### 3. Supervision

Personnel providing Services to Monroe shall be supervised in providing such assistance by Kirkland. Monroe shall have no power to discipline such personnel but may request Kirkland to take disciplinary action related to any conduct of the personnel while performing the Services for Monroe.

### 4. Termination

The Agreement may be terminated without cause by either party upon 30 calendar days notice in writing to the other.

### 5. Compensation

In consideration for the Services, Monroe agrees to pay Kirkland as provided below:

- a) Plan Review (except for the Cascade Church project). 60% of the Monroe plan review fee charged for each plan review conducted by Kirkland. Payment to Kirkland shall be monthly, due upon invoice for services provided by Kirkland.
- b) Cascade Church Plan Review. 30% of the building permit fee Monroe charges. Payment to Kirkland shall be due upon invoice for services provided by Kirkland.
- c) Additional plan reviews needed due to revisions not included in the plan review comment letter will be billed at \$79.00 per hour to Monroe and will be due within 30 days of the bill being invoiced.
- d) On-call Field Inspections. Will be billed at \$79.00 per hour (portal to portal) to Monroe. If the billable time for any inspection request is less than three hours, Monroe will also reimburse Kirkland for its vehicle use at Kirkland's standard reimbursement rate, which is currently \$.50 per mile. Payment to Kirkland shall be monthly, due upon invoice for services provided by Kirkland.
- e) All inspections requested outside of Kirkland's normal work hours will be charged \$118.50 per hour with a minimum of four hours.

6. Indemnification. Monroe agrees to defend, indemnify and hold harmless Kirkland, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability for injuries, sickness, death or property damage, arising from any act, error or omission in the performance of the Agreement, except to the extent caused by the negligence of Kirkland.

Kirkland agrees to defend, indemnify and hold harmless Monroe, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability

for injuries, sickness, death or property damage, arising from any act, error or omission in the performance of the Agreement, except to the extent caused by the negligence of Monroe.

7. Insurance. Monroe shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$5,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage.

8. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses.

Tom Phillips  
Building Official  
City of Kirkland  
123 5th Ave.  
Kirkland, WA 98296

Gene Brazel  
City Administrator  
City of Monroe  
806 W Main St  
Monroe, WA 98272

9. Waiver. Waiver by either party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.

10. Attorney's Fees and Costs. If either City commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing City in such litigation shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such litigation.

11. Assignment. Neither party shall assign any obligations or rights under this Agreement without the express written consent of the other.

12. Entire Agreement. This Agreement constitutes the final and completely integrated agreement between the parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both parties.

Dated this sixth day of April 2010.

City of Kirkland

By: Marlyne Beard  
Marlyne Beard, City Manager

City of Monroe

By: [Signature]

Approved as to form:

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Kirkland City Attorney