

RESOLUTION NO. 2963

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH THE CITY OF YAKIMA PERTAINING TO BUILDING INSPECTION AND
PLAN REVIEW SERVICES

WHEREAS, Selah and the City of Yakima have an existing contractual relationship, whereby Yakima's planning/building staff provide support services to Selah; and

WHEREAS, such contractual relationship was most-recently established via a nine-page "Interlocal Agreement" that Selah's City Council approved via Resolution No. 2673 on November 14, 2017; and

WHEREBY, Selah has benefited from this contractual relationship and Selah's staff desires to continue the relationship; and


WHEREBY, RCW Chapter 39.34 authorizes Selah and Yakima to renew this contractual relationship via entering into an updated "Interlocal Agreement"; and

WHEREBY, Yakima has drafted an updated "Interlocal Agreement" to govern this contractual relationship in the future, the terms of such are acceptable to Selah's staff, and Selah's staff recommends that the City Council authorize the Mayor to sign it; and

WHEREBY, Selah's City Council finds and agrees that entering into the new, replacement "Interlocal Agreement" is in the best interest of the residents of Selah, will promote interlocal cooperation between the municipalities, and will benefit the general health, safety and welfare of Selah's residents;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Mayor be and is authorized to sign the new, replacement "Interlocal Agreement" in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of January, 2023.




Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF YAKIMA AND CITY OF SELAH FOR BUILDING INSPECTION AND BUILDING PLAN REVIEW SERVICES

THIS INTERLOCAL AGREEMENT is made and entered by and between the City of Yakima (hereinafter sometimes referred to as "Yakima") and City of Selah (hereinafter sometimes referred to as "Selah") for the provision of building inspection and building plan review services as set forth below.

I. PREAMBLE

A. CITY OF YAKIMA is a municipal corporation of the State of Washington, with City Hall located at 129 North 2nd Street, Yakima, Washington 98901.

B. CITY OF SELAH is a municipal corporation of the State of Washington, with City Hall located at 115 W. Naches Avenue, Selah, Washington 98942, and with Code Enforcement offices located at 113 W. Naches Avenue, Selah, Washington 98942.

C. City of Selah and City of Yakima each provide building inspection and building plan review services for their respective jurisdictions and currently operate code enforcement and building code divisions. Selah desires to retain the services of Yakima building inspectors and building plans examiners on an as-needed basis in order to provide and maintain levels of service for the benefit of the citizens of Selah.

D. City of Yakima has the ability to provide building inspection services, and building plan review services, as described herein and below, to City of Selah.

E. City of Yakima and City of Selah each have authority pursuant to Chapter 39.34 RCW to enter into interlocal agreements to cooperatively provide governmental services, including but not limited to building inspection and building plan review services.

II. AGREEMENT

WHEREFORE, pursuant to the authority provided in Chapter 39.34 RCW, and in consideration of the mutual covenants, promises, conditions and benefits herein, the parties agree as follows:

1. Services Provided. City of Yakima will make available to City of Selah the services of one or more building inspectors, and one or more building plans examiners, subject to the conditions provided below, to perform building inspection services, building plan

review services, and related building permit processing for properties and projects within the City of Selah. Building inspection and plan review services will be provided on an "as needed" basis per this agreement.

2. Primary Duty.

- A. Building Inspection: The parties understand and agree that the primary duty of City of Yakima building inspectors is to provide building inspections for properties and projects within the City of Yakima. City of Yakima reserves the right to decline any request by the City of Selah for building inspection services under this Agreement when, in the opinion of the City of Yakima Building Official, provision of such services for City of Selah conflict with the primary duty of City of Yakima building inspectors to provide services for and on behalf of properties and projects within the City of Yakima.
- B. Building Plan Review: The parties understand and agree that the City of Yakima will process the City of Selah's building plan submittals no differently than any other building plans submitted by a paying member of the public. This means that building plans will be reviewed and processed based upon the City of Yakima's current time frames, regulations and policies for building plan review that are in place at the time of acceptance of this agreement.

3. Compensation for Building Inspection Services. City of Selah agrees to pay City of Yakima the established hourly rate of pay for each City of Yakima building inspector that performs service under this agreement, which building inspection service has been requested by City of Selah. In addition to the hourly rate of pay, which, as of the date of this Agreement is \$33.16, an additional sum equal to fifty percent (50%) of such hourly rate of pay shall be added to cover and defray costs of employee benefits normally included in such employee's compensation, together with associated administrative costs of City of Yakima. The hourly rate of pay shall be adjusted from time to time to reflect any increase in pay pursuant to collective bargaining or contract negotiations for City of Yakima employees and/or resolutions for pay increases adopted by the City Council throughout the term of the Agreement. City of Yakima shall provide City of Selah such updated hourly rate of pay information when it is adopted by the City of Yakima, and the new compensation amounts will go into effect, and City of Selah shall pay the new amounts, immediately thereafter.

4. Compensation for Building Plan Review Services. City of Selah agrees to pay City of Yakima the established building plan review fees adopted by the City of Yakima (now in effect and as amended) and determined by the following process: The City of Yakima

will determine the valuation of projects based upon its last adopted version of the Building Valuation Table as found in the Yakima Municipal Code, establishing both occupancy and construction type. The review fee of the project will then be determined by multiplying the City of Yakima's Building Permit Fee established by Resolution: R-2018-054, June 19, 2018 (or hereafter amended) for the submitted plans by .65 (65%). The City of Yakima will then provide the City of Selah with an invoice for services rendered which identifies the building valuation, construction type, occupancy class, and review fee. The City of Selah will pay no less than what City of Yakima charges its own city for plan review services for similar structures. The 65% plan review fee will include one set of corrections and/or additions to the customer. City of Yakima will charge City of Selah an additional hourly review rate for plan reviews that exceed one set of corrections or additions noted during the initial plan review. Said hourly rates will be the same rates charged to City of Yakima customers for those services which, as of the date of this Agreement is \$81.43 per hour. The hourly rate of pay shall be adjusted from time to time to reflect any increase in pay pursuant to collective bargaining or contract negotiations for City of Yakima employees and/or resolutions for pay increases adopted by the City Council throughout the term of the Agreement. City of Yakima shall provide City of Selah such updated hourly rate of pay information when it is adopted by the City of Yakima, and the new compensation amounts will go into effect, and City of Selah shall pay the new amounts, immediately thereafter.

The City of Yakima will provide City of Selah a copy of its permit fees at the time of this agreement, and provide any amendments to the fees as the code is amended.

5. Reimbursement of Costs. In addition to the compensation set forth in Sections 3 and 4 above, City of Selah shall reimburse City of Yakima for the vehicle mileage incurred by City of Yakima staff in performance of duties requested by City of Selah pursuant to this Agreement. Reimbursement of mileage shall be at the rate established and in effect at the time of service pursuant to rules and regulations of the U.S. General Services Administration for privately owned vehicles (POV), which rate currently is \$0.585 per mile.

6. Billing for Services. City of Yakima shall provide City of Selah a monthly billing for services rendered during the previous month or such other period conforming to the normal billing procedures of City of Yakima. Billings will be supported by an invoice showing hours worked by each building inspector and/or plans examiners performing work for City of Selah during the billing period, together with vehicle mileage and building plan review fees incurred. City of Selah will promptly pay such bills in conformity with its established payment procedures, but in no event will pay such bills more than thirty (30) days after they are hand delivered or mailed to City of Selah.

7. Cooperative Scheduling of Services. City of Yakima and City of Selah shall cooperate in the scheduling of services of City of Yakima building inspectors and building plans examiners.

- A. Building Inspection: City of Yakima reserves the right to schedule its employees at all times in order to preserve the primary duty of its employees to serve projects and properties within the City of Yakima.
- B. Building Plan Review: The parties understand and agree that the City of Yakima will schedule its employees to process the City of Selah's building plan submittals no differently than any other building plans submitted to the City of Yakima. Building plans will be processed based upon the City of Yakima's current time frames, regulations and policies for building plan review that are in place at the time of acceptance of this agreement.

8. Cooperative Performance of Duties. City of Yakima will cooperate with City of Selah regarding the following items:

- A. Compilation of data, processing and reporting of building inspections and permit processing performed for City of Selah. The parties will jointly provide for the most efficient and cost-effective methods and procedures to enable processing of permits, inspections, building plan reviews, and appropriate reports.
- B. City of Selah will be responsible for retaining, and is considered the owner of documents reviewed or generated by the services outlined in this contract in accordance with Section 12 of this contract (below).
- C. City of Selah will be responsible for the delivery and pick up of building plan documentation between cities. City of Yakima building inspectors may be utilized for delivering building plans between cities at their own discretion, as a courtesy, and if they are already scheduled for other services for City of Selah.
- D. Selah customers may confer with City of Yakima plans examiners, inspectors, or Building Official to aid in the project approval process via whatever method is deemed appropriate by those City of Yakima staff members, and at their discretion. City of Yakima shall keep City of Selah informed of the status of such conferences.

- E. City of Yakima may coordinate directly with the customer for corrections or additions noted during building plan review. City of Selah will be informed of such corrections or additions.
- F. City of Yakima will stamp reviewed documents with a red stamp bearing the term "Reviewed for Code Compliance" which will include the date of review and signature of the plans examiner. The stamp will indicate that plans have been found to be in substantial compliance with applicable codes.
- G. Structural and non-structural reviews will be performed in accordance with the adopted codes of the State of Washington with its amendments, and the City of Selah Municipal Codes. The City of Selah shall provide a complete set of municipal code sections pertinent to this Agreement and is obligated and shall provide any amendments thereto prior to the date on which the amendments are effective. The City of Yakima shall not be responsible for any approvals not conforming to City of Selah Municipal Code sections if the City of Selah did not timely provide a complete copy of the municipal code or its amendments.
- H. City of Yakima will review site plans that accompany building plans for the purposes of determining building code compliance only.
- I. City of Selah will compile and determine the completeness of building plan documents prior to delivery to City of Yakima for review.

9. Administration and Contacts. This Agreement shall be jointly administered by the City of Yakima Building Division and City of Selah Public Works Department, or their respective designees. The contact information for each party shall be as set forth below, or as otherwise provided in writing to the other party:

City of Yakima

Glenn Denman
 Building Official
 129 North 2nd Street
 Yakima, WA 98901

Phone: (509) 575-6268

City of Selah

Jeff Peters
 Community Development Supervisor
 222 Rushmore Rd
 Selah, WA 98942

Phone: (509) 698-7365

10. Acquisition of Property and Assets. The parties do not intend to jointly acquire or manage any property. Costs, expenses and disbursements of each party in the performance of this Agreement shall be administered separately by each party. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

11. Status of Employees. Each building inspector, plans examiner, or other employee of the City of Yakima performing services pursuant to this Agreement shall be and exclusively remain the employee of the City of Yakima, subject to the direction and control of City of Yakima. Each building inspector or other employee of the City of Selah performing services pursuant to this Agreement shall be and exclusively remain the employee of the City of Selah, subject to the direction and control of City of Selah. City of Selah and City of Yakima shall remain solely and exclusively responsible for the direction and control of its own employees, and shall be solely and exclusively responsible for the compensation of its own employees.

12. Records and Reports.

- A. Building inspection documents, plan review documents, reports, permits and permit reports generated by City of Yakima for City of Selah pursuant to the services provided under this Agreement shall be delivered by City of Yakima to City of Selah. The City of Selah shall own and retain these records pursuant to the *Public Records Act*, provided, however, that City of Yakima shall be entitled to retain copies of such reports and documents. Any records retained by the City of Yakima shall not be relied upon by the City of Selah for *Public Records Act* purposes.
- B. It shall be City of Selah's sole responsibility to have policies and procedures in place that govern records retention and archiving of state mandated records. These archives shall be maintained on the servers of City of Selah and shall be backed up for disaster recovery as needed by City of Selah. It shall be City of Selah's sole responsibility to respond to any Public Records Requests concerning records generated on behalf of City of Selah pursuant to this Agreement.
- C. The City of Selah shall protect, indemnify and hold harmless the City of Yakima, its elected and appointed officials, employees, agents, insurers and attorneys from any and all claims, demands, lawsuits (including attorneys' fees, penalties and costs), damages and liability arising out of any claim under the *Public Records Act*, any claim regarding the retention of records or documents, or any

claim regarding or relating to records or documents associated with this Agreement or the performance thereof by the City of Yakima.

- D. The City of Selah and the City of Yakima shall work together to ensure that all electronic documents are transferred to the City of Selah to be retained with the original file. Such methods that may be used could include a shared document file folder and/or copying the City of Selah (through existing personnel or through a specific email address established for this purpose) on all email correspondence to third parties. The City of Selah and the City of Yakima shall work together to determine how electronic documents will be transferred to the City of Selah for retention. The City of Selah acknowledges that all documents, including electronic documents, are part of the City of Selah's file and will be retained pursuant to state law by the City of Selah for the required amount of time as dictated by the Washington State Secretary of State.
- E. City of Yakima records and reports documenting services rendered and billings based thereon shall be made available to City of Selah for inspection and copying, as appropriate, during regular business hours of City of Yakima, upon request of City of Selah.

13. Waiver and Amendments. Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

14. Entire Agreement and Modifications. This Agreement and its exhibits set forth the entire agreement of the parties with respect to the subject matter herein. Any prior agreement(s) addressing the subject matter of this Agreement are hereby replaced by this Agreement and no longer have any effect. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

15. Early Termination of Agreement – Effect of Termination. This Agreement may be terminated by either party upon thirty (30) days advance written notice delivered to the other party. Upon the effective date of termination, City of Yakima shall be paid all amounts earned for work performed prior to such termination, and shall deliver to City of Selah all work product determined to be the property of City of Selah. Termination of this Agreement shall not terminate the hold harmless provisions set forth in Section 17 below, which provisions shall remain in full force and effect.

16. Duration and Authority. This Agreement shall become effective upon signature and authorization by both parties with copies filed with the Yakima County Auditor and

City Clerk, or otherwise posted as authorized pursuant to RCW 39.34.040. This Agreement shall remain in effect for a period of five (5) years unless sooner terminated by either party pursuant to Section 15 above. Termination of this Agreement shall not terminate the hold harmless provisions set forth in Section 17 below, which provisions shall remain in full force and effect.

17. Hold Harmless and Indemnification. City of Selah shall protect, indemnify and hold harmless the City of Yakima, its elected and appointed officials, employees, building inspectors, building plans examiners, agents and insurers, from any and all claims, demands, lawsuits (including attorneys' fees and costs), damages and liability arising out of the performance of this Agreement, except to the extent that such claims, demands, lawsuits, damages or liability arises out of the negligence or unlawful intentional acts of such City of Yakima personnel.

Each party to this Agreement shall promptly notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the property and projects described in this Agreement.

Waiver of Employer's Immunity under Title 51 RCW. City of Selah intends that its indemnification, defense, and hold harmless obligations set forth above in Section (a) shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy City of Selah's indemnification, defense, and hold harmless obligations set forth above in section A, City of Selah specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of City of Selah against City of Yakima and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. City of Selah shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by City of Selah, and anyone for whose acts City of Selah may be liable in connection with its performance of this Agreement, to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees.

18. Severability. If any term or provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this Agreement that would effectuate the intent of any provision held invalid or not enforceable.

19. No Third-Party Beneficiary. Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third party beneficiary to this Agreement.

20. No Public Official Liability. No provision of this Agreement nor any authority granted by this Agreement is intended to create or result in any personal liability for any

public official or agent of a party, nor is any provision of this Agreement to be construed to create any such liability.

21. Assignment. The obligations in this Agreement are not subject to assignment.

22. Dispute Resolution – Governing Law – Venue. The parties shall jointly cooperate to resolve any disputes that arise hereunder. Any dispute shall first be considered by the administrative officials identified in Section 9 above. If such consideration does not resolve the dispute, the matter will be submitted to the chief executive officers of each party. If the matter remains unresolved, either party may request that the dispute go to mediation, or seek appropriate relief in Yakima County Superior Court, which court shall be the venue for any action arising under this Agreement. This Agreement and all performance herein shall be construed in accordance with the laws of the State of Washington.

23. Complete Agreement. This Agreement contains the complete formulation of the parties with respect to the subject matter of this Agreement. There are no representations, agreements, or understandings, oral or written, by the parties relating to the subject matter to this Agreement that are not fully expressed in this Agreement. Each party acknowledges and represents to the other party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of any other party, or anyone acting on such other party's behalf, except as expressly stated herein.

WHEREFORE, this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA



Bob Harrison, City Manager

Date: Dec. 14, 2022

CITY OF SELAH



Sherry Raymond, Mayor

Date: 1-12-23

ATTEST:



City Clerk



ATTEST:



City Clerk

CITY CONTRACT NO: 2022-024
RESOLUTION NO: R-2022-175