

RESOLUTION NO. 07-443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE CITY OF AUBURN
FOR PROVIDING BUILDING INSPECTION SERVICES

WHEREAS, the City of Auburn (Auburn) and the City of Black Diamond (Black Diamond) are each municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW; and,

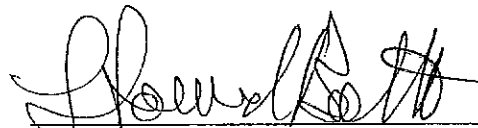
WHEREAS, Black Diamond is in need of part-time plan review and building inspection services; and

WHEREAS, Auburn employs full-time Building Inspectors and Plan Reviewers, and has the capacity to make these services available to Black Diamond on a Contact basis; and

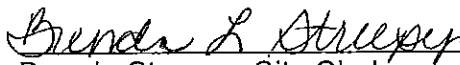
WHEREAS, The Interlocal Cooperation Act, chapter 39.34 RCW, and the State Building Code Act, chapter 19.27, both authorize Auburn and Black Diamond to contract for the provision of building inspection services; now, therefore

BE IT RESOLVED that the Mayor is hereby authorized to enter into an Interlocal agreement with the City of Auburn, said agreement to be substantially in the form attached hereto as Exhibit A and be reference incorporated herein.

ADOPTED by the City Council at an open public meeting held on the 17th day of May, 2007.


Howard Botts, Mayor

Attest:


Brenda Streepy, City Clerk

**AGREEMENT FOR BUILDING INSPECTION SERVICES
BETWEEN THE CITIES OF AUBURN AND BLACK DIAMOND**

THIS AGREEMENT, is entered between the Cities of Auburn and Black Diamond.

I

RECITALS

1.1 The City of Auburn (Auburn) and the City of Black Diamond (Black Diamond) are each municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW.

1.2 Black Diamond is in need of part-time plan review and building inspection services.

1.3 Auburn employs full-time Building Inspectors and Plan Reviewers, and has the capacity to make these services available to Black Diamond on a Contract basis.

1.4 The Interlocal Cooperation Act, chapter 39.34 RCW, and the State Building Code Act, chapter 19.27, both authorize Auburn and Black Diamond to contract for the provision of building inspection services.

UPON the foregoing premises, and in consideration of the mutual undertakings set forth below, it is agreed as follows:

II

AGREEMENT

2.1 Scope of Services. Auburn shall supply building inspection and plan review services to Black Diamond on an "as needed" basis, as directed by Black Diamond's City Administrator or Mayor, subject to the availability of Auburn personnel to perform such

services (Services). The Services may include plan review, inspection services and required record keeping within the corporate limits of Black Diamond. The Services shall not include any determinations relating to zoning, planning, flood hazard, water availability or any other matter outside of plan review, inspection services and record keeping, which shall at all times be the sole responsibility of Black Diamond.

2.2 Standard of Services. Auburn's building inspector or inspectors shall competently and courteously perform the Services, in accordance with the various codes published by the International Code Council and the International Association of Plumbing and Mechanical Officials and adopted by reference by Black Diamond, and shall comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services.

2.3 Request for Services. When Black Diamond desires Auburn to perform Services, Black Diamond shall notify Auburn not later than 4:30 p.m. of the day prior to the day the Services are to be performed. In the event Auburn does not have personnel available, Auburn shall notify Black Diamond not later than 8:30 a.m. of the day following the request.

2.4 Performance of Services. When Services have been requested and Auburn is able to perform Services, the Auburn building inspector shall be present in Black Diamond as needed to accomplish the work specified to the extent practicable during regular business hours, defined as between 8:00 a.m. and 4:30 p.m. Monday through Friday. Work outside of normal business hours shall be only as authorized by the Black Diamond City Administrator or Mayor with the approval of the Auburn Building Official.

Black Diamond shall provide appropriate desk space and administrative support for performance of the Services. The Auburn building inspector shall maintain an accurate record of time spent in performance of Services pursuant to this Agreement each day.

2.5 Compensation.

2.5.1 During 2007, Black Diamond shall pay Auburn at the rate of fifty dollars (\$52.00) per hour. Auburn shall invoice Black Diamond monthly for all money due under this Agreement, and Black Diamond shall pay such invoices within thirty (30) business days. In the event that Services are authorized to be performed outside of normal business hours, causing Auburn to incur overtime costs, the hourly rate for such Services outside normal business hours shall be seventy-five dollars (\$75.00) per hour. In the event that workloads prohibit the use of City of Auburn employees for inspection or plan review services the City of Black Diamond will be responsible for securing other parties to perform such work and will be solely responsible for all costs incurred by use of such third parties.

2.5.2 Effective January 1, 2006, the hourly rates shall be \$51.00/hour

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2.6 Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Auburn building inspector in performance of the Services shall be and remain the property of Black Diamond. All documents created to document the Auburn building inspector's time shall be the property of Auburn, provided, Auburn shall provide copies to Black Diamond as back up for each monthly invoice.

2.7 Status of Auburn Building Inspector. The Auburn building inspector or inspectors performing Services under this Agreement shall be and remain the employees of Auburn for all purposes, and shall not be an employee of Black Diamond. Black Diamond's sole obligation with respect to compensation shall be to pay Auburn the hourly rates provided above. Auburn shall be solely responsible for paying its employees any and all salaries and benefits, withholding any tax or other required deduction, and paying any state industrial insurance, workers compensation, insurance premiums, retirement contributions and taxes due by virtue of the employee's employment by Auburn. The Auburn building inspector's primary responsibility shall be to Auburn. Performance of Services under this Agreement is subject to the Auburn building inspector's availability after performing normal duties in Auburn.

2.8 Indemnification.

2.8.1 Black Diamond agrees to indemnify and hold harmless Auburn, its officers and employees from any claims of third parties as a result of services provided pursuant to this Agreement. Black Diamond and Auburn each agree to hold the other harmless from any and all negligent acts, errors or omissions, each holding the other harmless from any and all claims arising from such negligent acts, errors or omissions, and including in such hold harmless agreement to appear and defend or pay any judgment properly entered upon determination of negligence, error, act or omission.

2.9 Insurance.

2.9.1 Black Diamond shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of

\$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Black Diamond's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

2.9.2 Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Black Diamond.

2.10 Termination.

2.10.1 This Agreement may be terminated by either party for its convenience upon giving sixty (60) days written notice to the other, provided, however, Black Diamond may require the Auburn building inspector to see through to completion any building projects, excluding single family residences, under construction at the time of the notice of termination if in Black Diamond's estimation termination of the Services with respect to such project would cause Black Diamond undue hardship or exposure to liability.

2.10.2 This Agreement may be terminated by either party for any default in performance of this Agreement on oral or written notice of intention to terminate. In the event of such notice the Mayors of the parties shall meet immediately to determine whether they agree that a default exists, and if so, whether it is subject to any remedial

2.15 Applicable Law, Venue and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees and costs of suit.

CITY OF AUBURN



Pete Lewis, Mayor

Date: JUN 15 2007

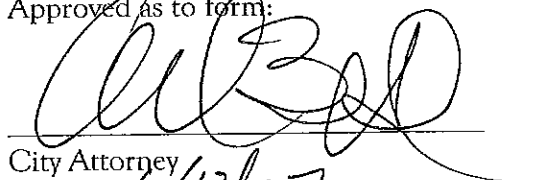
Attest:



City Clerk

Date: JUN 15 2007

Approved as to form:


City Attorney
Date: 6/13/07

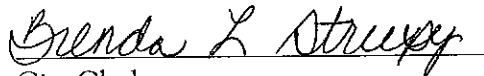
CITY OF BLACK DIAMOND



Howard Botts, Mayor

Date: 5/17/07

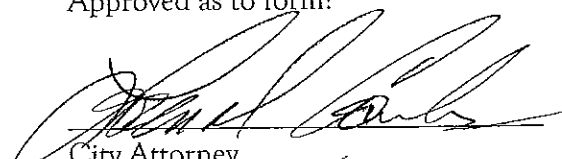
Attest:



City Clerk

Date: 6/5/07

Approved as to form:


City Attorney
Date: 06/07/07