

**City Of Woodland
City Council Meeting Agenda Summary Sheet**

Agenda Item:

Authorize the mayor to sign the interlocal agreement with City of La Center to provide backup building official coverage.

Agenda Item #: Action (H)

For Agenda of: April 15, 2013

Department: Public Works

Date Submitted: April 10, 2013

Cost of Item: Unknown

Amount Budgeted: NA

Unexpended Balance: NA

BARS #: 001-000-000-559-60-10-00

Description: Building Permits and Plans Review Salaries

Department Supervisor Approval: Public Works Department /s/

Barb Stupp

Committee Recommendation: Public Works Committee Approval of agreement on April 9, 2013.

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Proposed Interlocal Agreement
- 2) Legal Review e-mail of agreement by B. Eling

Summary Statement/Department Recommendation:

In 2012 Woodland had an interlocal agreement with the City of Ridgefield to provide backup building official inspection services. The City of Ridgefield hired a second inspector in 2013 and has not shown an interest in reauthorizing the interlocal agreement. The City of La Center also has a part time inspector and is interested in an interlocal agreement. The City of La Center building official is Dave Johnson who was the building official for Woodland in 2011.

This agreement would provide backup inspection services in case one building official is sick or on vacation. Plan reviews and other building official work would still be done by our own building official.

The comments in Bill Eling's e-mail have been addressed in the interlocal agreement in this packet. The sentence in Section V has been eliminated and changes have been made to Section VI requiring City Council approval of an increase in hourly rates.

The cost of \$45/hour is based on the hourly salary and benefit cost for the La Center Building Official.

**INTER-LOCAL AGREEMENT FOR SERVICES
BETWEEN**

City Of La Center
214 E 4th Street
La Center, WA 98629

Phone 360-263-2782
Fax 360-263-5700

AND

City Of Woodland
230 Davidson Ave
PO Box 9
Woodland, WA 98674

Phone: 360-225-8281
Fax: 360-225-7336

Inter-Local Agreement Period
Beginning: May 1, 2013
Ending: December 31, 2013

Building Plan Review and Inspection Services

Estimate for services:
\$45/hr – La Center Building Official
\$45/hr – Woodland Building Official

La Center - Contact Person(s)

Contact: Jeffrey Sarvis 360-263-7665
Fiscal: Suzanne Levis 360-263-2782

Woodland - Contact Person(s)

Contact: Bart Stepp 360-225-7999
Fiscal: Gina Anderson 360-225-8281

This Inter-Local Agreement consists of the following:

The City of La Center and the City of Woodland agree to the terms and conditions of this Inter-Local Agreement as listed above by signing below:

CITY OF LA CENTER, WASHINGTON,

CITY OF WOODLAND, WASHINGTON,

By: _____
James T. Irish, Mayor

by: _____
Grover B. Laseke, Mayor

Approved as to form:

Approved as to form:

By: _____
City Attorney for La Center

by: _____
City Attorney for Woodland

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Inter-Local Agreement entered into under the authority of the Inter-Local Cooperation Act, RCW 39.34, between the Cities of La Center and Woodland, Washington, municipal corporation non-charter “code” cities in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Inter-Local Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VII. (Duration of Agreement). Its method of termination is set forth in Article VIII (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV (Compensation) and Article V (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City of La Center by and through its Public Works Department (hereinafter “La Center”) operates a building department. The City of Woodland (hereinafter “Woodland”) by and through its Public Works Department operates a building department.
- D. La Center and Woodland desire to utilize the available services of the other jurisdiction.
- E. The purpose of this Agreement is to provide for the utilization of La Centers’ building services by Woodland, and for the utilization of Woodland’s building services by La Center.
- F. La Center and Woodland desire to reduce to writing their understanding related to the provision and utilization of La Center services.
- G. La Center and Woodland request the assistance of the other agency in order to obtain building services for the following type of representative tasks:
- Perform plan review and inspections to verify conformance with applicable State of Washington/International Building Code Council Building Codes as adopted and their related standards and Jurisdiction Titles relative to commercial and residential construction.
- H. At anytime prior to the date of expiration, the dollar amount limitations, duration or other elements of this Inter-agency Agreement may be modified at the request of either party,

provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Inter-Local Agreement.

II. LA CENTER AND WOODLAND AGREE TO:

- A. Work together to schedule building services for the completion of certain representative projects and tasks as set forth in Article I section G. La Center and Woodland will provide building services on a year-round basis subject to the exception of official holidays recognized by each agency, inclement weather limitations, and unforeseen illness. To the greatest extent possible each will respond to the other's requests for building services and not necessarily be limited to the types of tasks set forth in Article I section G.
- B. For any project covered under this inter-local Agreement, both agencies will assign only those personnel with the credentials and expertise to perform the work.
- C. Provide Transportation, adequate work space, tools, equipment and materials as needed to complete work in an efficient and professional manner.
- D. At its sole expense, provide its employees with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons or death.
- E. Except as referenced in Article III section C below, each agency will provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to its own employees. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for either agency, or an exposure to risk be unacceptable, at its own discretion, that agency reserves the right to reject that project in whole or part. Both will make every reasonable effort to convey workplace safety issues to the other agency and find suitable means to avoid exposure to safety hazards.
- F. Each agency will provide the other with timely notification and requests for specific tasks, concerns, problems or hazards as they relate to work projects or tasks.
- G. Where appropriate make timely arrangements for plan reviews, inspections, and/or any other duties related to building services.
- H. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and or permission/authorizations). Acquiring and maintaining and permits and/or permit authorizations relating to project operations and the other agency's

employees activities on any project will be the sole responsibility of the requesting agency and will be at that agency's sole expense.

- I. In the accomplishment of tasks or projects assigned, share with the other a mutual concern about achieving satisfactory performance from the other agency's employees. To that end, each will utilize the procedure outlined in Article III section E below to resolve issues relating to performance.
- J. If there are performance concerns relating to the other agency's employees that cannot be resolved directly or immediately, then Woodlands next step in resolving the issue, is to direct that concern in a timely fashion to the La Center Public Works Director or Woodland Public Works Director, dependent upon performance concern.

III. COMPENSATION

- A. Each agency will be compensated for services provided under this Inter-local Agreement at the rates defined within this Agreement, exclusive of any applicable taxes. Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing.
- B. In the event there is an increase in the hourly rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. La Center and Woodland will process a contract modification according to the respective procedural requirements outlined in Article VIII below.
- C. Subject to availability and the terms herein, each agency may utilize the services of the other at its own discretion. Beyond an as needed request and dispatch, La Center and Woodland are not obligated to utilize any specific amount of any particular service. Beyond an as needed availability assessment, La Center and Woodland are not obligated to provide any specific amount of any particular service. While it is not a requirement herein, the parties also recognize that planning for and committing to a regular work schedule will improve building service availability.
- D. La Center and Woodland will pay properly documented invoices within 45 days of the receipt of the invoice.
- E. La Center and Woodland have provided budgetary authority to compensate the other at or within the aforementioned dollar limits. If budgetary authority relating to this Agreement changes over the term, that agency may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article VIII below.

IV. BILLING METHOD AND PROCESS

- A. La Center and Woodland will bill/invoice the other for charges on a monthly basis.

- B. The billing invoice will identify the dates and the actual hours worked and include the amount due for that billing period. Billings will be recorded to the nearest half-hour.
- C. The monthly billing invoice from each agency will include sufficient backup documentation to verify the actual accomplishments for the billing period and include an indication (via signature) that the responsible official has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system that agency employs.
- D. Each will provide for its part in the timely processing of billing invoices. La Center and Woodland will process its billing invoices internally, and then forward them on to the accounts receivable department. The accounts receivable department in turn will send the billing invoice to the other agency for payment. Any inquiries regarding a particular billing invoice should be directed to the contact person as indicated on the Inter-Local Agreement's face sheet.

V. INDEMNIFICATION

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Inter-Local Agreement.

VI. DURATION OF AGREEMENT

This agreement begins on May 1, 2013 and is in effect until December 31, 2013, unless administratively extended pursuant to this section or renewed. This Agreement may be administratively extended upon the mutual written agreement of the mayor of Woodland and La Center for a maximum of two (2) one-year periods, January 1, 2014 through December 31, 2014 and January 1, 2015 through December 31, 2015. In any such administrative extensions, all terms set forth herein shall remain the same, except the Duration in Section VI, and the hourly rates (compensation) set forth at the beginning of this Agreement may be adjusted. An increase in hourly rates will require approval from the City Council of both Woodland and La Center. A decrease in hourly rates can be approved administratively.

VII. TERMINATION

La Center or Woodland may terminate this Inter-Local Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Inter-Local Agreement at least thirty (30) days prior to the date of termination. In the event of early termination, each agency shall be responsible for the payment for any work performed by the other agency up to the point of termination.

VIII. AMENDMENT

The provisions of this Inter-Local Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Inter-Local Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Amendments to an administrative extension of this Agreement, as defined in Section VI above, may be limited solely to modification to the hourly rate to accurately reflect the cost of providing said services; any other amendment included within an extension must be approved by both parties.

X. RATIFICATION

Acts taken in conformity with this Inter-Local Agreement prior to its execution are hereby ratified and affirmed.

XI. SEVERABILITY

If any section or part of this Inter-Local Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Inter-Local Agreement.

XII. ENTIRE CONTRACT

The parties agree that this Inter-Local Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Inter-Local Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Inter-Local Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Inter-Local Agreement does not constitute a waiver of the provisions of this Inter-Local Agreement.

Bart Stepp

From: Bill Eling <elinglaw@aol.com>
Sent: Monday, March 25, 2013 3:59 PM
To: Bart Stepp; Grover Laseke
Subject: Building Official Interlocal with LaCenter

Bart and Mayor Laseke,

I have reviewed the proposed contract with LaCenter that you sent me in early March. As a general matter, the contract satisfies minimal legal requirements.

I have a comment on Section V. Indemnification. The last sentence appears to be superfluous and based on some recent appellate decisions, potentially places the City as a third party defendant in a personal injury action. It would have the same effect on LaCenter. The last sentence should be deleted. *[DELETE: "In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents."]*

I have a comment on Section VI. Duration of Agreement. While the City Council can delegate to the Mayor the authority to extend the duration of the agreement, the Council should approve an increase in the hourly rate. I believe the Council could delegate decision-making authority on accepting a decrease in the hourly rate and on accepting an increase if the original agreement caps the hourly rate either in the dollar amount or a percentage increase [for example, CPI adjustments.] In short, the authority can be delegated so long as the Council has set an ascertainable standard.

Finally, there may be a typo on the middle of the first page under "Estimate for services;"

Bill

The Law Office of William J. Eling

9401 NE Covington Road, No. 102

Vancouver, Washington 98662

phone: 360-260-1189

fax: 360-213-0770

email: elinglaw@aol.com