

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 \_\_\_\_ day of \_\_\_\_\_, 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 provide, as available, Rob Omans to provide plan review and  
inspection services as needed by the County.
  - b. The County will pay an amount not to exceed \$2000.00 per month for the  
services of Rob Omans.
  - c. Supplies and expendables 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 Board Chairman and the Chairman of the Board of County Commissioners for resolution. If not resolved by the City Board Chairman 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. Duration and Termination. This Agreement shall commence and be effective on \_\_\_\_\_, 2010, and remain in full force and effect until 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

KITTITAS COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

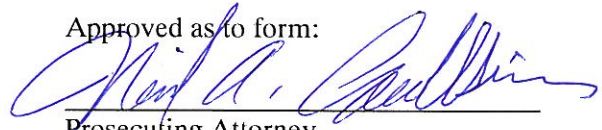
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mark McClain  
Chair, Board of County Commissioners

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

  
\_\_\_\_\_  
Prosecuting Attorney