

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2012

AGENDA ITEM: Interlocal Agreement with City of Lynnwood for Electrical Inspection and Plan review Services	AGENDA SECTION: New Business	
PREPARED BY: John Dorcas, Building Official	AGENDA NUMBER:	
ATTACHMENTS: 1. Proposed Interlocal Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City of Marysville provides electrical inspection and plan review services throughout the City limits. Marysville has one electrical inspector and one on-call inspector within the Community Development Department. The Cities of Lynnwood and Marysville have utilized an interlocal agreement (“ILA”) in past years to provide reciprocal staff services to address workload fluctuations or staff leave. The prior ILA has expired and staff wishes to renew the agreement. The City of Lynnwood has two inspectors and has operated an electrical program for several years. The ILA would enable both Lynnwood and the City of Marysville to conduct electrical inspections and plan review for each other, as needed. Inspections services would be billed to each city based on actual time spent.

RECOMMENDED ACTION:

Community Development staff recommends that Council authorize the Mayor to sign the proposed interlocal agreement.

COUNCIL ACTION:

After Recording Return To:
City Clerk
City of Marysville
1049 State Avenue
Marysville, WA 98270

Agencies: City of Marysville and City of Lynnwood
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LYNNWOOD
AND THE CITY OF MARYSVILLE
CONCERNING ELECTRICAL INSPECTION SERVICES
AND ELECTRICAL PLAN REVIEW SERVICES**

THIS Agreement (“Agreement”) is entered into by the City of Marysville, a municipal corporation of the State of Washington ("MARYSVILLE") and the City of Lynnwood, a municipal corporation of the State of Washington ("LYNNWOOD")

WHEREAS, both CITIES are required to administer and enforce the State Building Code pursuant to Chapter 19. 27 RCW; and

WHEREAS, both CITIES provide Electrical Inspections Services pursuant to RCW 19.28.450; and

WHEREAS, Each City has adopted other appropriate codes and standards for Electrical Inspection within its corporate boundaries; and

WHEREAS, Each City employs a Washington State Licensed Journeyman Electrician who perform electrical plan review, field inspection, and customer service related to the issuance and inspection of electrical permits, as well as investigations and enforcement of electrical code violations; and

WHEREAS, Both Cities are in need of back-up, as needed electrical inspection services; and,

WHEREAS, Each City is able and willing to provide back up, as needed, electrical inspection services to the other City; and

WHEREAS, this Agreement between the CITIES is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the purpose of creating a cooperative agreement between LYNNWOOD and MARYSVILLE, two governmental entities, in order to provide reciprocal Electrical plan review and Electrical inspection services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LYNNWOOD and MARYSVILLE agree as follows:

Section 1. SCOPE OF SERVICES

1.1 LYNNWOOD upon request by MARYSVILLE, agrees to provide electrical inspection services to MARYSVILLE as needed and as defined in this Agreement. LYNNWOOD'S performance of said services under this Agreement may be limited by the availability of LYNNWOOD personnel.

MARYSVILLE upon request by LYNNWOOD, agrees to provide electrical inspection services to LYNNWOOD as needed and as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel.

1.2 DUTIES OF INSPECTION SERVICES:

- A. City of Lynnwood will perform back-up electrical inspections and plan review as requested by the City of Marysville.
- B. City of Marysville will perform back-up electrical inspections and plan review as requested by the City of Lynnwood.
- C. Both the City of Marysville and the City of Lynnwood will provide written documentation and communicate regarding electrical inspections and plan review procedures and policies as agreed upon.
- D. Both the City of Marysville and the City of Lynnwood agree to periodically meet to review the progress of electrical inspection procedures and policies at any reasonable time.

1.3 It is understood and agreed by both parties that LYNNWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of LYNNWOOD and shall be under the exclusive direction and control of LYNNWOOD.

It is understood and agreed by both parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of

MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

- 1.4 LYNNWOOD and MARYSVILLE may use any resources available to it to provide agreed upon review and inspection services, including, but not limited to, additional personnel.
- 1.5 All LYNNWOOD code enforcement matters will be initiated and processed by LYNNWOOD.

All MARYSVILLE code enforcement matters will be initiated and processed by MARYSVILLE.

- 1.6 LYNNWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- 1.7 LYNNWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on LYNNWOOD'S behalf those services as provided in this Agreement and within LYNNWOOD'S jurisdictional boundaries.

MARYSVILLE, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to LYNNWOOD the authority to perform on MARYSVILLE'S behalf those services as provided in this Agreement and within MARYSVILLE'S jurisdictional boundaries.

Section 2. COMPENSATION

- 2.1 Each City shall pay the other City for the services provided hereunder at the rate of \$100.00 (ONE HUNDRED DOLLARS) per hour, \$50.00 (FIFTY DOLLARS) per half hour, these fees shall including travel time.
- 2.2 Each City agrees to provide the billing for services actually rendered no later than 90 days after the date the services have been rendered.
- 2.3 Each City agrees to remit payment to the other City in full within 30 days of receipt of billing.

Section 3. AMENDMENTS

- 3.1 Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid

unless made in writing, formally approved and executed in the same manner as this Agreement.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 Each party shall indemnify, defend and hold the other, its affiliates and each of their officers, directors, employees, and agents harmless from, or at its option settle and/or pay, any and all actions, claims, damages, expenses (including reasonable attorneys' fees and other legal costs) and liabilities that arise from or relate to any third party claim arising out of any breach of a representation or warranty herein. Indemnification obligations hereunder shall be subject to the party seeking indemnification (a) promptly notifying the indemnifying party of a claim or threatened claim covered by such indemnification, (b) tendering sole control of the defense and settlement of such claim to the indemnifying party (provided that the indemnifying party shall not enter into any settlement agreement that adversely affects the indemnified party without the indemnified party's prior written consent) and (c) cooperating fully with such defense and/or settlement at the indemnifying party's expense
- 4.2 It is further specifically and expressly understood that the indemnification provided herein constitutes LYNNWOOD'S and MARYSVILLE'S waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.
- 4.3 The provisions of this section shall survive the expiration or termination of the Agreement.

Section 5. INSURANCE

5.1 MARYSVILLE INSURANCE

A. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.

B Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to LYNNWOOD. Reduction or cancellation of the insurance shall render this Agreement void.

C MARYSVILLE shall provide LYNNWOOD proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by LYNNWOOD prior to LYNNWOOD providing any services under the terms of this Agreement. At the request of LYNNWOOD, a copy of the policy will be provided.

5.2 LYNNWOOD INSURANCE

A. LYNNWOOD shall maintain public liability insurance for the protection of the public. LYNNWOOD is member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from LYNNWOOD to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.

C. LYNNWOOD shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by MARYSVILLE prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of MARYSVILLE, a copy of the policy will be provided.

Section 6. EACH CITY AS INDEPENDENT CONTRACTOR

6.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LYNNWOOD and MARYSVILLE or any of LYNNWOOD'S or MARYSVILLE'S agents or employees.

LYNNWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LYNNWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement

6.2 Nothing in this Agreement shall make any employee of LYNNWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LYNNWOOD employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LYNNWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

Section 7. APPLICABLE LAW

7.1 This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction over any resulting dispute shall be in Snohomish County Superior Court, Snohomish County, Washington.

Section 8. LEGAL REQUIREMENTS

8.1 Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 9. DURATION / TERMINATION /NOTICE

9.1 This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect until one or both parties exercise its right to terminate this Agreement under section 9.2 below.

9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case Each City shall pay the other City for all services provided up to and including the date of termination.

9.3 Notices - Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
80 Columbia Avenue
Marysville, WA 98270

City of LYNNWOOD:
19000 44th Avenue West
Lynnwood, WA 98046-5008

9.4 Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 12 of this Agreement.

Section 10. WAIVER

10.1 No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 11. ENTIRE AGREEMENT

11.1 This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

Section 12. PRIVILEGES AND IMMUNITIES

12.1 All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of LYNNWOOD employees while performing their functions within the territorial limits of LYNNWOOD shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within MARYSVILLE under the provisions of this Agreement.

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LYNNWOOD under the provisions of this Agreement.

Section 13. THIRD PARTY BENEFICIARY STATUS

13.1 The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

Section 14. SEVERABILITY

14.1 If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

Section 15. APPROVAL AND FILING

15.1 APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF LYNNWOOD

By: _____
JON NEHRING, Mayor

By: _____
DON GOUGH, Mayor

Date: _____

Date: _____

Attest:

Attest:

SANDY LANGDON, City Clerk

City Clerk

Approved as to form:

Approved as to form:

GRANT K. WEED
Attorney for the City of MARYSVILLE

ROSEMARY LARSON
Attorney for City of LYNNWOOD

MARYSVILLE Contact:
John Dorcas, Building Official

LYNNWOOD Contact:
Stacy Criswell, Building Official