

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
COUPEVILLE AND THE CITY OF LANGLEY FOR THE
PROVISION OF BUILDING OFFICIAL SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the Town of Coupeville, a municipal corporation of the State of Washington (hereinafter “Coupeville”), and the City of Langley, a municipal corporation of the State of Washington (hereinafter “Langley”).

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS Coupeville currently employs a building official and performs building permit plan review and inspection services for its residents; and

WHEREAS, Langley has determined that a contract with Coupeville for the provision of certain building official services under the Interlocal Cooperation Act would be more efficient and cost effective than employing its own building official to perform building official duties; and

WHEREAS, Coupeville is willing to provide these services to Langley on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the terms and provisions herein, Coupeville and Langley hereby agree as follows:

II. AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide for certain building permit plan review and inspection services by Coupeville to Langley.
2. **SERVICES.**
 - 2.1 Subject to the terms and conditions set forth below, Coupeville shall provide building permit plan review and building inspection services to Langley. For purposes of this Agreement, “building permit plan review and building inspection services” shall mean and include the provision of all services, labor, and supervision necessary to review plans and building permit applications for compliance with building and safety codes; and performing building inspections within the corporate limits of Langley as required by law or otherwise requested by Langley.
 - 2.2 Coupeville shall provide to Langley the services of its designated Building Official two days per week to perform the services set forth in this Agreement, including reviewing and approving plans and specifications of residential and commercial structures for compliance with State and Langley “Building and Safety Codes” as that term is defined in Section 2.3. The Building Official will perform necessary field inspections of new and existing structures under

construction to verify compliance with the Building and Safety Codes, and shall serve as Code Compliance Officer for such matters. Langley shall provide a suitable workspace, supplies and materials for the Building Official to provide necessary services to Langley.

- 2.3 For purposes of this Agreement, "Building and Safety Codes" shall mean those codes adopted by Langley and codified in Title 15 of the Langley Municipal Code as now in effect and as may subsequently be amended, and such other ordinances, laws, and regulations as Langley shall hereafter designate in writing.
- 2.4 Langley shall provide, administer, and enforce its own zoning codes, local development standards, and regulations other than the Building and Safety Codes; provided, however, that Coupeville shall assist Langley with nuisance abatement activities under the terms of this Agreement when such nuisance abatement is related to a violation of any of the Building and Safety Codes. Langley will be responsible for taking in permit applications and associated fees. Coupeville's Building Official will review permit applications for completeness and will be responsible for the final approval or denial of all permits, as well as the actual issuance and certification of all permits and any services necessarily related to the final act of approving and issuing, conditioning, or denying all permits. Coupeville as the Building Official shall be responsible for any and all appeals of permit approvals, issuances, or denials.
- 2.5 Langley shall collect all fees due under its Municipal Code or other enabling ordinances and shall act as the point of contact and liaison between Coupeville and individuals or entities seeking building permits, except that direct communication by an applicant and/or contractor with the Building Official regarding technical code questions and requests for inspections is allowed and encouraged. Coupeville shall perform all services customarily associated with building inspections and building code enforcement during the plan review and through the completion of the construction phase of an individual project.
- 2.6 Langley shall be the custodian and the final repository of all Langley building permit files and records. As the records custodian, Langley shall be primarily responsible for any and all public records requests for records relating to the services provided under this Agreement, but retains the right to request responsive public records from Coupeville.
3. TERM. Coupeville shall begin providing building inspection services to Langley pursuant to this Agreement on the date of full execution of this Agreement. This Agreement shall continue in force and effect for one year from the date signed. Continuation and extension of the term of this Agreement may be effected by each Party's adoption of a resolution to continue this Agreement for an additional one-year term. Such resolution, to be effective, shall be adopted during the last two calendar months of the then current term of this Agreement. This Agreement may be continued until terminated by either Party pursuant to Section 5 of this Agreement, or by written amendment as set forth in Section 11 of this Agreement.
4. FEES AND CHARGES. For services rendered pursuant to Section 2 of this Agreement, Langley shall pay Coupeville an hourly rate of \$45.00 for each hour actually worked. Coupeville shall submit to Langley monthly invoices for said services. For each additional term that this Agreement may be extended or renewed, Coupeville may increase the hourly rate in an amount equivalent to the annual cost-of-living adjustment (COLA) approved by the Coupeville Town Council for all Town employees. Additionally, for each additional term that this Agreement may be extended or renewed, Coupeville may increase the hourly rate to reflect a pro-rata adjustment of any step-increases in base salary earned by the Building Official.

5. TERMINATION.

5.1 Termination without Cause. Either Party may terminate this Agreement at any time without cause by providing at least sixty (60) days advance written notice of termination to the other Party.

5.2 Termination for Cause. In the event either Party fails to adequately and satisfactorily comply with any material term of this Agreement, the other Party, at its option may immediately terminate this Agreement upon service of a written notice of default and termination upon the defaulting Party. It is recognized that the services provided for in this Agreement have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this Agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this Agreement. The decision of a Party not to terminate this Agreement in the event of one or more breaches or defaults shall not constitute a waiver of the right to terminate this Agreement in the event of future or additional breach or default.

6. INDEPENDENT CONTRACTOR. Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Coupeville a Langley employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Langley employees by virtue of their employment. At all times pertinent hereto and for all purposes, employees of Coupeville are acting as Coupeville employees and employees of Langley are acting as Langley employees. In providing performance under this Agreement, Coupeville shall not be under the supervision or control of Langley.

7. INDEMNIFICATION. Each Party shall protect, indemnify, and save harmless the other Party, their officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney and expert witness fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of the Parties, their officers, employees, and agents in performing this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.


8. NOTICES. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To Coupeville: Mayor Molly Hughes
Town of Coupeville
4 NE Seventh Street
Coupeville, WA 98239


To Langley: Mayor Scott Chaplin
City of Langley
112 Second Street
Langley, WA 98260

9. ASSIGNMENT. Coupeville shall not assign the rights, duties and obligations of this Agreement, or any portion of this Agreement, without the prior written consent of Langley.
10. 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 Island County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's and expert witness fees and costs of suit.
11. ENTIRE AGREEMENT. This writing is intended to incorporate the entire agreement of the Parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect, except in writing signed by both Parties.
12. RECORDING. Coupeville shall record this Agreement with the Auditor of Island County as required by statute or, alternatively, the Agreement shall be listed by subject on each agency's website as required by RCW 39.34.040.
13. SEVERABILITY. Should any clause, phrase, sentence or paragraph of the Agreement or its application to any Party or circumstance be declared invalid or void by a court or competent jurisdiction, the remaining provisions of this Agreement and/or their application to other Parties and circumstances, not declared invalid or void, shall remain in full forces and effect.

CITY OF LANGLEY


 Scott Chaplin, Mayor
 Date: 8/25/21

TOWN OF COUPEVILLE


 Molly Hughes, Mayor
 Date: 8/25/2021

ATTEST:


 Monica Felici, Clerk-Treasurer

ATTEST:


 Kelly Beech, Clerk Treasurer