

INTERLOCAL AGREEMENT FOR INSPECTION SERVICES

Between the City of SeaTac and the City of Tukwila

This Interlocal Agreement (“Agreement”) is entered into pursuant to Chapter 39.34 RCW between the City of Tukwila, Washington (hereafter referred to as the “City of Tukwila”) and the City of SeaTac, Washington (hereafter referred to as the “City of SeaTac”) (collectively referred to as “the Parties”) to describe the terms and conditions under which the City of SeaTac will provide inspection services on behalf of the City of Tukwila, and the City of Tukwila will in turn provide inspection services on behalf of the City of SeaTac.

WHEREAS, the City of Tukwila and the City of SeaTac employ electrical inspectors qualified pursuant to RCW 19.28.010 (3) who perform electrical inspections and customer service related to electrical installations; and

WHEREAS, the City of Tukwila and the City of SeaTac employ certified inspectors pursuant to Chapter 19.27 RCW who perform mechanical, plumbing and building inspections; and

WHEREAS, the City of Tukwila and the City of SeaTac desire to obtain the aforesaid mutual coverage to insure electrical and building inspection services; and

WHEREAS, the City of Tukwila and the City of SeaTac are willing to provide such mutual services pursuant to this Agreement on an hour-to-hour exchange or the hourly pay rate of the Inspector; and

WHEREAS, Inspectors from the City of SeaTac and the City of Tukwila will provide the services of its Inspectors who will remain employees of the City of SeaTac the City of Tukwila, respectively, for all purposes; and

WHEREAS, the City Council deems it appropriate and in the interest of public health and safety to enter into this Interlocal Agreement to provide reciprocal inspection services in certain situations;

NOW THEREFORE,

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the Parties agree as follows:

1. Administration. It is recognized that this Agreement has been formulated to provide broad outlines of responsibilities, and it is anticipated that the details of the relationship formed by this Agreement will be arrived at through written understandings between the Building Officials of the respective cities. Building Officials will strive to provide written notice two (2) weeks in advance of any request for inspection coverage to the other party. In the case of an unplanned absence, the Building Official will request coverage as soon as the need is known and the other jurisdiction will respond as soon as possible as to whether the request can be accommodated.

In the event such Officials are unable to agree on any provision relative to the administration of this Agreement, any such dispute shall be resolved at a meeting of the Director of the

Department of Community & Economic Development for the City of SeaTac and the Director of the Department of Community Development for the City of Tukwila.

2. Responsibilities. The Building and Electrical Inspectors of the City of SeaTac and the City of Tukwila will coordinate to provide inspections on an “as needed” and as available basis. The purpose of such coordination will be to provide inspections in a timely and efficient manner.

3. Appeals. In the event of an appeal of any administrative decision of the Building Officials, such appeals related to sites within Tukwila will be heard by the City of Tukwila’s Hearing Examiner in accordance with Chapter 18.116 of the Tukwila Municipal Code, and appeals related to sites within SeaTac will be heard by the City of SeaTac’s Hearing Examiner in accordance with Chapter 16A.17 of the SeaTac Municipal Code.

4. Indemnification . Both Parties, the City of SeaTac and the City of Tukwila, hereby release and agree to indemnify and hold harmless the other municipal corporation, its successors and assigns and the officers, employees and agents of each (“Indemnities”), from and against any and all claims of third parties and losses, harm, cost, liabilities, damages and expenses (including, but not limited to, reasonable attorneys’ fees) arising from willful or negligent acts or omissions of either City including, but not limited to acts which abrogate the public duty doctrine; **PROVIDED**, however, that neither City shall be required to indemnify against liability for damages caused by or resulting from the sole negligence of the Indemnities of either City; **PROVIDED FURTHER** that if such damages are caused by or result from the concurrent negligence of Indemnities for both Cities or their officers, employees, or agents, then each City’s Indemnity hereunder shall be limited to the extent of the negligence of each City.

5. Insurance. Both Parties are members of the Washington Cities Insurance Authority and are required to carry insurance that names each City and its officers and employees as primary non-contributory additional insureds, with policy limits in the following amounts:

Commercial General Liability	\$1,000,000
Automobile Liability	\$2,000,000 per occurrence

Worker’s Compensation Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Each City shall obtain a certificate of insurance that complies with the requirements above, which must be approved by each City’s Risk Management department.

6. Fiscal Responsibilities. Both Parties will document the number of hours spent on inspections requested and performed by each City. At the end of each quarter, the number of hours of inspections performed shall be totaled. If the balance is deficient, the balance is to be paid to the deficient City on an hourly basis (\$80.00 per hour flat rate in 2021 and subject to adjustment per the mutual agreement of the Parties by written amendment).

7. Termination. This agreement shall be ongoing. However, either party may terminate this Agreement upon written notice to the other City with not less than thirty (30) days’ notice prior


to the intended date of termination, unless some shorter time period is deemed acceptable by both cities. Notice shall be provided by either the City of SeaTac's Community and Economic Director or designee or by the City of Tukwila's Director of Community Development or designee.

8. Amendment or Modification. This Agreement may be amended or modified only by a subsequent written document executed by the City of Tukwila and the City of SeaTac upon approval by the department directors of each City.

CITY OF TUKWILA, WASHINGTON

CITY OF SEATAC, WASHINGTON

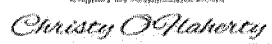
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Signature by SeaTacCity.com
File: 43592411-204421-2011101224920

Name: Allan Ekberg
Title: Mayor


Date: 03/28/2022

ATTEST/AUTHENTICATED:


Signature by SeaTacCity.com
File: 43592411-204421-2011101224920

Name: Christy O'Flaherty
Title: City Clerk

APPROVED AS TO FORM:


Signature by SeaTacCity.com
File: 43592411-204421-2011101224920

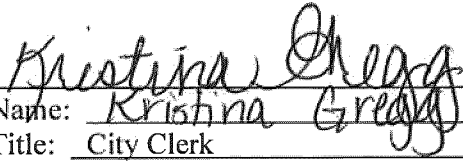
Name: Kari Sand
Title: City Attorney



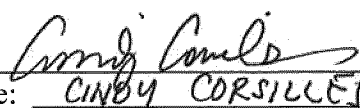
Name: ~~Evan Maxim~~ Carl Cole
Title: ~~Director, Department of Community & Economic Development~~ City Manager

Date: 04/05/2022

ATTEST/AUTHENTICATED:


Name: Kristina Greedy
Title: City Clerk

APPROVED AS TO FORM:


Name: CINDY CORVILLE
Title: City Attorney