

**INTERLOCAL AGREEMENT FOR
ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES**

Between the City of SeaTac and the City of Normandy Park

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

WHEREAS, SeaTac employs plans examiners/inspectors qualified pursuant to RCW 19.28.010 (3) to perform electrical plan review, inspections, and customer service related to electrical installations; and

WHEREAS, Normandy Park does not employ plans examiners/inspectors; and

WHEREAS, Normandy Park is in need of electrical plan review and electrical inspection services for its jurisdiction and desires to obtain such services from SeaTac; and

WHEREAS, SeaTac is willing, on a 6-month trial basis, to provide electrical plan review and electrical inspection services on behalf of Normandy Park; and

WHEREAS, SeaTac will provide the services of its plans examiners/electrical inspectors who will at all time and for all purposes remain employees of SeaTac and who shall provide services on behalf of Normandy Park solely pursuant to this Agreement.

NOW THEREFORE,

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

1. Purpose. The purpose of this Agreement is for SeaTac to provide electrical plan review and inspections services (collectively “Electrical Permit Services”), on a 6-month trial basis, -on behalf of Normandy Park under the terms and conditions outlined herein.
2. Administration. It is recognized that this Agreement identifies broad responsibilities, and it is anticipated that additional details of services provided under this Agreement are contained in a written understanding between the Parties. The written understanding is attached as Exhibit A and incorporated by reference in this Agreement and may only be modified by mutual written assent of the Parties. In the event permitting staff 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 SeaTac and the Director of the Department of Community Development for Normandy Park.
3. Responsibilities of Normandy Park. Normandy Park shall have the following responsibilities under this Agreement:

- a) Monitor the plan review and inspection process turn-around time for work within its jurisdiction and interface with SeaTac on an as-needed basis to assure that adequate Normandy Park service levels are maintained.
- b) Administer all aspects of the electrical permitting process within its jurisdiction, including but not limited to collecting all permit and plan review fees, accepting permit applications, issuing all permits, coordinating electrical plan reviews, administering inspection and plan review requests as per Exhibit A, and maintaining all permit and inspection records.
- c) Plan Review. Normandy Park staff will provide SeaTac with written notice of requests for plan review that Normandy Park received by email or by submittal through the Normandy Park SmartGov online permit portal.

Notify SeaTac of requests for electrical inspections or electrical permit reviews through a dedicated SeaTac email address. Notification emails for electrical permit reviews shall include the target review date. Transmit electrical plan review documents to SeaTac via email or by other means mutually agreed upon.

- d) Electrical Inspection. All electrical inspection requests shall be made to a dedicated email address and including the Building Services Supervisor, according to Exhibit A.
- e) Review SeaTac inspection records and reports provided by SeaTac to Normandy Park.
- f) In the event of an administrative or technical code appeal from a Normandy Park project, such appeal shall be heard by a hearing body consistent with the administrative procedures of Normandy Park Municipal Code and State statutes. In the event of an appeal, Normandy Park will be responsible for all scheduling, costs, and fees associated with the appeal, including but not limited to arrangements for a hearing officer and/or legal representation for the City of Normandy Park and SeaTac employees conducting services pursuant to this Agreement.

4. Responsibilities of SeaTac. SeaTac shall have the following responsibilities under this Interlocal Agreement:

- a) Provide electrical permit services on behalf of Normandy Park, as requested by Normandy Park.
- b) Provide electrical inspection services for Normandy Park applicants and customers five days per week (Monday through Friday). SeaTac will provide these services on a twenty-four (24) hour-notice prior to inspection. The cut-off time for next day inspections shall be 10:00pm each evening. For example, inspections requested before 10:00pm on a Monday will be inspected on Tuesday.

Inspections requested after on business day after the 10:00pm cutoff will be inspected within two business days.

In the case of SeaTac staff unavailability, Normandy Park will request additional coverage support as soon as the need is known, and SeaTac will provide the electrical permit services as soon as reasonably possible.

- c) Provide electrical permit review services for Normandy Park applicants. SeaTac shall provide plan review corrections or approvals to Normandy Park via email or other means mutually agreed upon. Electrical plan reviews related to the installation of photovoltaic systems shall be completed in seven (7) business days. All other electrical plan reviews shall be completed in twenty (20) business days of receiving the electrical permit documents.
- d) Provide telephone consultation with Normandy Park staff and citizens on an as-needed basis.
- e) Support Normandy Park's electrical permit program by assisting with code enforcement matters including investigating and issuing warning letters, notices of violations, and stop work orders as appropriate.

5. Compensation. Normandy Park will collect all permit and inspection fees in accordance with its currently adopted ordinances. For its electrical permit services under this Agreement. SeaTac will invoice Normandy Park quarterly in accordance with the then-adopted hourly rate specified in the SeaTac Fee Schedule and provide inspection reports by permit number, task, inspector, total hours, and total cost. Standard hourly rates are updated annually based on the current SeaTac Fee Schedule. SeaTac employees providing work on behalf of Normandy Park will document all time spent on Normandy Park projects in a six-minute increments.

- a) For 2023, the hourly rate is \$119.50 for electrical permit services.
- b) Travel time for SeaTac plans examiner / electrical inspectors to Normandy Park is estimated at an average of 9 hours a month. Normandy Park shall pay SeaTac a fixed rate for this of \$1075.50 (9 hours x \$119.50) a month to cover travel time from SeaTac to Normandy Park.

6. Indemnification. The Parties hereby release and agree to indemnify, defend and hold harmless the other municipal corporation that is a party to this Agreement, its successors and assigns and the officers, employees and agents of each Party 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 Party including, but not limited to acts which abrogate the public duty doctrine; **PROVIDED**, however, that neither Party shall be required to indemnify against liability for damages caused by or resulting from the sole negligence of the other Party, its successors, assigns, officers, employees and agents; **PROVIDED FURTHER** that if such damages are caused by or result from the concurrent negligence of the Parties and/or their officers, employees, or agents, then

each Party's liability hereunder shall be limited to the extent of the respective negligence of each Party. This section shall survive the termination, revocation, or expiration of this Agreement.

7. Insurance. Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through WCIA insurance pool. Such coverage shall be maintained during the entire term of this Agreement and all extension or renewals thereto.

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

8. Termination. This Agreement shall automatically expire six (6) months following execution unless extended by written mutual agreement of both Parties. Either party may terminate this Agreement upon written notice to the other City with not less than forty-five (45) 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 Normandy Park's Director of Community Development or designee.

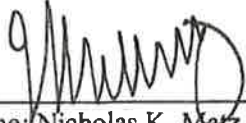
9. General Provisions.

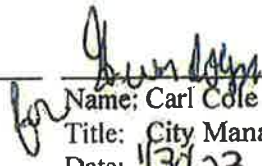
- a. Amendments. This Agreement may be amended or modified only by a subsequent written document executed Normandy Park and SeaTac upon approval by the department directors of each City.
- b. Integration. This Agreement constitutes the entire agreement between the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.
- c. Performance. All work and services performed by SeaTac on behalf of Normandy Park under this Agreement shall be timely and to industry standards.
- d. Files. All files and records maintained by the SeaTac Building Official or SeaTac related to the work covered under this Agreement shall be deemed to be files and records of Normandy Park and accessible by Normandy Park for any purpose. At the request of Normandy Park, a copy of any and all files maintained by SeaTac shall be tendered to Normandy Park.
- e. Non-Discrimination. The Parties agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, honorably discharged veteran or military status, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by either Party ,
- f. Publication. Prior to its entry into force, the parties shall electronically publish this Agreement on their respective websites in lieu of recording it with the County Auditor.

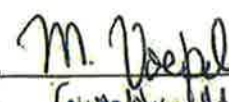
- g. Assignment or subcontracting. No portion of the work or services provided under this Agreement may be assigned or subcontracted without the prior written permission of Normandy Park.
- h. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of King County, Washington.
- i. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.
- j. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
- k. Administration. This Agreement will be jointly administered by Normandy Park and SeaTac. This Agreement does not create any separate legal or administrative entity.
- l. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.
- m. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.
- n. Effective Date. This Agreement shall be effective upon the latest date it is executed by all parties.

CITY OF NORMANDY PARK, WASHINGTON

CITY OF SEATAC, WASHINGTON



 Name: Nicholas K. Matz AICP
 Title: Community Development Director
 Date: 2/6/23


 Name: Carl Cole
 Title: City Manager
 Date: 1/31/23


 Gwendolyn M. Joseph
 Deputy City Manager

ATTEST/AUTHENTICATED:

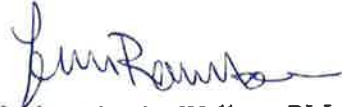
ATTEST/AUTHENTICATED:


 Name: Brooks Wall
 Title: City Clerk

Name: Kristina Gregg
 Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:


 Ogden Murphy Wallace, PLLC
 City Attorney for City of Normandy Park



 Cindy Corsilles
 Senior Assistant City Attorney

Exhibit A

The following procedure is intended to be the full agreement for requests for service and billing/payment.

Service Requests- Electrical Inspections

1. **Normandy Park staff** will send an email to the Normandy Park Service Request email address (to be provided by SeaTac) by the end of business the day before service is required. The email will contain a report summarizing the requested electrical inspections, which will contain the following information for each inspection requested:
 - a. Normandy Park Permit Number
 - b. Owner or site contact information (name and phone or email, preferred method of contact, if known)
 - c. Site address
 - d. Scope/Description of permit work
 - e. Type of inspection requested
 - f. Preference for AM or PM inspection time

2. **SeaTac staff** will:
 - a. Coordinate with the permit holder for inspection time as close to the preferred time as possible
 - b. Provide written corrections or inspection approval to the permit holder
 - c. Track time spent on each inspection (6-minute increments from time of arrival on site to time leaving site)
 - d. Record results in the tracking log (Excel)
 - e. Provide copy of completed inspection to Building Services Manager for submittal with monthly tracking log

Service Requests- Electrical Plan Review

1. **Normandy Park staff** will send notification via email to the SeaTac Building Services Supervisor when plan review is needed. The notification will include:
 - a. Normandy Park Permit Application Number
 - b. Applicant contact information
 - c. Scope/Description of work
 - d. Due date for 1st review
 - e. Attached E-plans for review

2. **SeaTac staff** will:
 - a. Review plans
 - b. Coordinate with applicant on corrections
 - c. Track time spent on review (6-minute increments from time started to time completed including any time spent with applicant)

- d. Email approved E-plans to email designated by Normandy Park with cc to Building Services Supervisor
- e. Record time in tracking log (Excel spreadsheet)

Billing/Payment

Billing. SeaTac will invoice Normandy Park quarterly as follows:

The quarterly invoice and supporting documentation will be sent to designated Normandy Park staff by the 10th of the month following the end of the quarter.

Quarterly invoices will include supporting documentation in the form of the Excel tracking log for that quarter.

A copy of written inspection records for each permit can be provided if requested. Written inspection records will be available for 90 days after final inspection. 90 days after permit final inspection, the written inspection record held by SeaTac will be discarded.

Payment. Unless otherwise agreed upon, payment is due 30 days after receipt of the quarterly invoice and supporting document.