

# AGREEMENT FOR SERVICES

Between

## City of Snoqualmie and City of Carnation

This Agreement is entered into by and between the City of Snoqualmie, Washington, an optional municipal code city, hereinafter referred to as "Snoqualmie", and the City of Carnation, Washington, an optional municipal code city, hereinafter referred to as "Carnation".

**WHEREAS**, the City of Snoqualmie provides a full range of building-related services; and

**WHEREAS**, the City of Carnation has determined that its business needs require less than full-time staff to provide its building-related services, and

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34, and the State Building Code Act, RCW 19.27, authorize Snoqualmie and Carnation to contract for the provision of building-related services; and

**WHEREAS**, the two cities have determined that there is mutual benefit to this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF** the conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Snoqualmie.** Snoqualmie Building Staff shall competently and courteously perform building-related functions, as specified in the various construction codes as enumerated by RCW 19.27 and adopted by reference by Carnation, including plan review, on-site inspections, zoning code enforcement, and necessary record keeping within the corporate limits of Carnation. In addition, appropriate Snoqualmie Building Staff shall attend, as requested, development review meetings, City Council, Planning Commission meetings and hearings before the City's hearing examiner. In performing such services, the Snoqualmie Building Staff shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

The building inspector shall be present in Carnation as required each week, to accomplish the work specified to the extent practicable, during normal business hours, which is defined as from 8:30 a.m. to 4:30 p.m., Monday through Friday. Work outside of the foregoing times shall be only as authorized by Snoqualmie's Building Official.

Snoqualmie Building Staff shall maintain an accurate record of time spent in performance of this Agreement each day. Carnation shall provide appropriate desk space and administrative support at Carnation City Hall for the Building Inspector in the performance

of this Agreement.

2. **Compensation and Method of Payment.** For Fiscal Year 2015, Carnation shall pay Snoqualmie at the rate of eighty-two dollars and fifty cents (\$82.50) per hour for plan check, code enforcement and building inspection services, which will include travel time between Snoqualmie and Carnation, plus the current standard IRS mileage rate per mile for the services of the Snoqualmie Building Staff while performing their duties as outlined. Snoqualmie shall invoice Carnation monthly for all sums due under this Agreement, and Carnation shall pay such invoices within thirty (30) days. In the event that services performed outside normal business hours, as defined, causes Snoqualmie to incur costs at one and one-half times the normal rate, Carnation shall be billed at one and one-half times the normal rate which equals one hundred twenty-three dollars and seventy-five cents (\$123.75). Snoqualmie shall make its best effort to minimize the occurrence of instances requiring the performance of services outside normal business hours. The rates set forth herein shall be increased at the start of each renewal term by the amount of the annual average Consumer Price Index for the Seattle-Bremerton area for the previous year, plus one percent (1%).
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2015, and ending December 31, 2015, unless sooner terminated under the provisions hereinafter specified. Without prejudice to Section 10, the term of this Agreement shall be annually, and automatically renewed for an additional, one-year renewal term unless either party gives written notice of termination to the other at least one hundred and twenty (120) days prior to the end of the term.
4. **Ownership and Use of Documents.** All project related documents, drawings, specifications and other materials produced by Snoqualmie in connection with the services rendered under this Agreement shall be the property of Carnation whether the project for which they are made is approved and completed or not. All documents created to document the Snoqualmie Building Staff's time and reimbursable expenses under this Agreement shall be the property of Snoqualmie and copies shall be provided to Carnation upon request.
5. **Building Staff.** The Snoqualmie Building Staff shall be and remain the employees of Snoqualmie for all purposes, and Snoqualmie shall be solely responsible for paying, withholding, or otherwise deducting any customary local, state and federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, insurance premiums, retirement contributions and taxes due by virtue of their employment.

This Agreement is solely for the provision of building-related services to Carnation by Snoqualmie, and shall not constitute any Snoqualmie employee as an employee of Carnation for any purpose whatsoever. It is acknowledged that Snoqualmie Building

Staff's primary obligation is to the City of Snoqualmie, and that the duties outlined in this Agreement shall not take precedence over the performance of their normal duties in Snoqualmie.

6. **Indemnification.** Snoqualmie shall indemnify, defend, and hold harmless Carnation, its agents and employees, from and against any and all liability, including attorney's fees, arising from injury or death to persons or damage to property resulting whole or in part from negligent acts or omissions of Snoqualmie, its agents, employees, officers, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto; provided, however, that nothing in this paragraph shall be construed to prevent Snoqualmie from asserting, as against any other person or entity, any and all defenses to liability including but not limited to the public duty doctrine and/or the assertion that no duty was owed to the particular person or entity asserting the claim.

Carnation shall indemnify, defend, and hold harmless Snoqualmie, its agents and employees, from and against any and all liability, including attorney's fees, arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of Carnation, its agents, employees, officers, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto; provided, however, that nothing in this paragraph shall be construed to prevent Carnation from asserting, as against any other person or entity, any and all defenses to liability including but not limited to the public duty doctrine and/or the assertion that no duty was owed to the particular person or entity asserting the claim.

Each party's obligations under this section shall apply only to the extent of that party's negligence or wrongful act or omission. With respect to injuries, death or property damage resulting from the joint or concurrent negligence or wrongful conduct of both parties, the parties' respective liabilities shall be as defined by the laws of the State of Washington.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's 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.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.**
- A. As a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA), the City of Carnation shall maintain in full force

throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$500,000.00 per occurrence/aggregate for personal injury and property damage which extends to the City of Snoqualmie by virtue of this Agreement. The City of Carnation shall not cancel nor reduce the amount of said policy except upon thirty (30) days prior written notice to Snoqualmie. Cancellation of the required insurance shall automatically result in termination of this Agreement.

- B. Proof of Insurance shall be delivered to Snoqualmie within fifteen (15) days of execution of this Agreement.

8. **Record Keeping and Reporting.**

- A. Snoqualmie shall maintain accounts and records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement.

Snoqualmie shall maintain records as may be deemed necessary by Snoqualmie to ensure proper accounting of all funds contributed by Carnation to the performance of this Agreement and compliance with this Agreement.

- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City of Carnation.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement by both cities.

10. **Termination.** This Agreement may be terminated by either city for its convenience upon giving one hundred and twenty (120) days advance written notice to the other, provided, however, Carnation may require the Snoqualmie Building Staff to see through to completion any code enforcement cases, or building projects, excluding single family residences, under construction at the time of notice of termination of such a nature that the discontinuation of building-related services would, in estimation of Carnation, cause Carnation undue hardship or exposure to liability.

This Agreement may be terminated by either city for any default in performance of this Agreement on written or oral notice of intention to terminate. In the event of such notice, the City Manager and City Administrator of the respective cities shall meet immediately to determine whether they agree that a default exists, and if so, whether it is subject to any remedial action. Carnation shall have the sole discretion to determine whether the

performance of the Snoqualmie Building Staff meets its standards of competence in performance of building-related services and shall have the authority to immediately suspend any such individual from the performance of duties in the event it determines there has been a material failure to meet such standards of competence. The Snoqualmie Building Official or the Snoqualmie City Administrator is to be notified immediately.

11. **Discrimination Prohibited.** Neither city shall discriminate against any employee, applicant for employment, or any person seeking services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
12. **Assignment and Subcontract.** Snoqualmie shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of Carnation.
13. **Entire Agreement.** This Agreement contains the entire Agreement between the cities hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either city may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
14. **Notices.** Notices to the City of Snoqualmie shall be sent to the following address:

Attn: City Clerk  
City of Snoqualmie  
8020 Railroad Avenue S.E.  
P.O. Box 987  
Snoqualmie, WA 98065  
Phone number: (425) 888-1555

Notices to the City of Carnation shall be sent to the following address:

Attn: City Clerk  
City of Carnation  
4621 Tolt Avenue  
P.O. Box 1238  
Carnation, WA 98014  
Phone number: (425) 333-4192

15. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the

parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

16. **No Third Party Beneficiary.** This Agreement is entered into for the sole benefit of the Cities of Snoqualmie and Carnation, and not for the benefit of any other person or entity, and no other such person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement.
17. **Miscellaneous.** The Snoqualmie City Administrator and the Carnation City Manager shall serve as a joint board for purposes of administering this Agreement, and no separate legal entity is formed hereby. Each party represents that appropriate action by its governing body has occurred to approve this Agreement's entry into force. Promptly upon mutual execution hereof, this Agreement shall: (i) be recorded with the appropriate King County office at Carnation's expense, or (ii) be listed by subject on Carnation's website.

CITY OF SNOQUALMIE, WASHINGTON

By:   
Matthew Larson

Title: Mayor

Date: 11/17/2014

Attest/Authenticated:

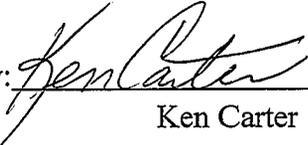
*AB#206 approved 9/22/2014*

 11/17/2014  
City Clerk Date

Approved As To Form:

 11/17/2014  
City Attorney Date

CITY OF CARNATION, WASHINGTON

By:   
Ken Carter

Title: City Manager

Date: 11-12-14

Attest/Authenticated:

 11/4/2014  
City Clerk Date

Approved As To Form:

 11/10/14  
City Attorney Date