

**INTERLOCAL AGREEMENT RELATING TO  
SALARY, BENEFITS, TRAINING AND TRAVEL COSTS  
ASSOCIATED WITH  
BUILDING OFFICIAL / PERMIT ADMINISTRATION SERVICES**

This Interlocal Agreement, ("Agreement") entered into by the Cities of Okanogan, Oroville, and Tonasket (individually "community" or collectively "communities") is for the purpose of providing a basis for the payment of salary, health and retirement benefits, sick and annual leave, holiday pay, and training and travel expenses incurred to said communities as a result of the hiring of an individual(s) to provide a comprehensive program of building and energy code, and which may include land use permitting and SEPA enforcement, administration and inspection.

WHEREAS, said communities desire to cooperatively implement a building and energy code, and may include land use permitting and SEPA enforcement, administration and inspection program which is geared towards the individual needs of each community and will provide a level of service intended to protect the general health, safety and welfare of community residents.

WHEREAS, each community agrees to work cooperatively in the hiring of an individual(s) to perform said services for each community.

WHEREAS, each community agrees to work cooperatively with the other named communities through the provision of financial resources required to provide the individual(s) hired to perform said services with salary, health and retirement benefits, sick and annual leave, holiday pay and reimbursement for travel and training expenses.

WHEREAS, such a program will be supported through permit and review fees which will have a positive effect on revenues required to operate local government.

WHEREAS, the communities feel it is in the best interest of the public health, safety and welfare of local citizens to implement such a comprehensive program.

NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the communities hereto agree as follows:

**1. BUILDING OFFICIAL/PERMIT ADMINISTRATOR**

Each community hereby agrees to cooperate in the hiring of a building official/permit administrator(s). An individual(s) shall be hired based on the general consensus of representatives from the named communities. The position(s) is described as follows:

The building official/permit administrator(s) is the person or persons hired to administer, enforce and inspect all construction as required by town or city ordinance in accordance with the duly adopted Uniform Building, Mechanical, Plumbing and

Model Conservation Codes (energy codes); and may administer, inspect, enforce and review all development proposals as required by local and state regulations including the Shoreline Master Program, Flood Damage Prevention Ordinance, State Environment Policy Act, Subdivision Ordinance (both long and short), Zoning Ordinance, Binding Site Plan Ordinance and any other ordinance applicable to land use regulation; and, perform other duties as assigned. Each community may establish their own job description as it relates to this Agreement.

## 2. EMPLOYER

The City of Okanogan ("Employer") will function as the Employer and will provide the building official /permit administrator(s) with:

- a) A monthly salary within a range of pay agreed upon by the communities.
- b) The same health and retirement benefit package and annual leave provisions provided to any other regular employee(s) of said Employer.
- c) A monthly payment to cover any travel or training costs incurred by building official/permit administrator(s) in the course of providing the services described in this Agreement as described in Section 4.
- d) Holiday pay for all official holidays observed by the Employer. Pay for holidays shall be based on the number of hours the building official/permit administrator(s) was scheduled to work had the day not been a holiday and shall be a shared cost with each participating community paying an equal share of the cost.
- e) Sick leave when the building official/permit administrator(s) is unable to work due to illness or other reasons deemed appropriate as sick leave under the Employer's personnel policies. Pay for sick leave shall be a shared cost. Each party to this Agreement shall be responsible to provide the Employer with the necessary funding to cover sick leave costs based on the number of hours the building official/permit administrator(s) was scheduled to work had he/she been able to work.
- f) Compensatory time may be given in lieu of overtime payment at the express request of the employee. Overtime shall be kept at an absolute minimum. Overtime shall accrue at the rate of 1 ½ times the hours worked over 40 hours per week, shared equally, with records to be kept and adjustment at year end if necessary.

The Employer will also provide full industrial insurance coverage and the administrative services required to determine and pay for benefits, training, travel, hourly wages for services performed and to prepare monthly billing statements to other participating communities.

### 3. AGREEMENT PERIOD

The effective date of this AGREEMENT shall be April, 1, 2020. The termination date shall be March, 31, 2022 or other such date as determined by consensus of all parties hereto.

### 4. FUNDING, SERVICE AND REIMBURSEMENT PROVISIONS

- a) Each community entering into this Agreement shall pay a minimum rate, as agreed to in "Exhibit A" attached to this Agreement, of the monthly salary to the Employer for the services of the building official /permit administrator. This charge is for those hours either spent in the community performing the described services or for time spent reviewing plans and documents on behalf of the community.
- b) Each community entering this Agreement shall pay a monthly fee of \$25.00 to the Employer intended to cover the cost of administration of the building official/permit administrator(s) benefit package, and training and travel warrants.
- c) The Employer shall prepare monthly vouchers for each party to this Agreement setting forth each community's total dollar amount of benefits, leave, holiday pay and hours accrued by the building official/permit administrator(s), travel and training paid to or on behalf of the building official /permit administrator(s) based on the services provided by the building official /permit administrator(s) in accordance with the following provisions:
  - i) The Employer shall require the building official/permit administrator(s) to maintain accurate records of time spent performing the functions required by this Agreement in each community, time spent at training, including any registration fees and other costs (i.e. meals, motel, etc...). These records shall be submitted on a monthly basis. Hours accrued under this item shall be billed at the rate provided herein. Costs incurred for training purposes shall be equally divided among participating communities.
  - ii) The Employer shall require the building official/permit administrator(s) to maintain accurate records of miles traveled in the course of providing described services. These records shall be reported on a monthly basis and will be reimbursed at a rate not to exceed the Federal Mileage Reimbursement. Costs incurred for travel shall be equally divided among participating communities.
  - iii) The Employer shall prepare and send a voucher to each community which is a party to this Agreement on a monthly basis. Said voucher will set forth the total itemized wages and benefits and other costs incurred through performance of prescribed job duties, total mileage and travel costs, monthly health benefits and other costs as described in Section 2 of this AGREEMENT. Said voucher must also set forth the total amount owed to the Employer which reflects an

equal distribution of the aforementioned costs among participating communities.

5. MINIMUM NUMBER OF HOURS

The following communities which are a party to this Agreement hereby agree to provide a minimum number of hours per week of work for the building official /permit administrator:

COMMUNITY	HOURS PER WEEK	
Oroville	16	
Okanogan	16	Monthly
Tonasket	8	Average

It is understood that this minimum number of hours per week is to be used for the purposes of preparing an annual budget for the building official/permit administrator position and that the figures represent an average calculated on an annual basis.

6. EVALUATION AND MONITORING

- a) The Employer and building official/permit administrator(s) shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the communities to this Agreement that are pertinent to the intent of this Agreement.
- b) The other communities to this Agreement or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the communities may deem necessary, all of the host community's and building official/permit administrator's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, interview and make excerpts or transcripts from such records or personnel and to make audits of all permits, reports, payrolls and records of matters covered by this Agreement. Such rights last three years from the date final payment is made hereunder.
- c) All communities to this Agreement shall meet at least quarterly throughout the life of this Agreement for the purpose of evaluating and monitoring the progress, problems or special circumstances which may affect the provision of services provided hereunder.

7. NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the funds indicated in this Agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training.

#### 8. AGREEMENT MODIFICATIONS

The parties to this Agreement may, from time to time, request changes in services to be performed with the funds. Any such changes that are mutually agreed upon by all parties shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless signed by all communities hereto, and that oral understandings or agreements not incorporated herein, unless made in writing and signed by all communities hereto, shall not be binding.

#### 9. CONTRACTS AND SUBCONTRACTS

Except as otherwise provided herein, the Employer shall not enter into contracts or subcontracts for any of the services set forth in this Agreement when such contracts or subcontracts will affect the provision of services to the communities to this Agreement, unless all communities hereto agree in writing to the contract or subcontract.

#### 10. TERMINATION OF AGREEMENT

- a) If, through any cause, the Employer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the aggrieved community or communities hereto shall have the right to terminate this Agreement and withhold the payment for services if such default or violation is not corrected within 20 days after submitting written notice to the Employer describing such default or violation.
- b) Notwithstanding any provisions of this Agreement, any community hereto may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least 30 days prior to such date.
- c) Reimbursement for Employer services performed, and not otherwise paid for by the other communities hereto prior to the effect date of such termination, shall be as the Employer reasonably determines and shall be the responsibility of the communities.

#### 11. RECORDS, DOCUMENTS, AND REPORTS

The Employer and all communities hereto shall maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and

properly reflect all direct and indirect costs of any nature expended in this performance of this Agreement. These records shall be subject to inspection, review or audit by the Employer or other communities hereto or other personnel duly authorized. The Employer and other communities hereto shall retain all records, books, documents and other material relevant to this Agreement for three years after the expiration date of this Agreement and the Employer and other communities hereto shall have full access to and the right to examine any of said materials during said period.


**12. GOVERNING LAW AND VENUE**


This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Okanogan County, Washington.

**13. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

Approved and Signed this 20<sup>th</sup> day of MAY, 2020.

  
\_\_\_\_\_  
Mayor, City of Okanogan

  
\_\_\_\_\_  
Mayor, City of Oroville

  
\_\_\_\_\_  
-Mayor, City of Tonasket

*Mayor Pro Tem*

## Exhibit A

Each community entering into this Agreement shall pay a minimum rate of the monthly salary, benefits and mileage to the Employer for the services of the building official /permit administrator. Each community's rate is as follows:

Okanogan:	2.0	=	40%
Oroville:	2.0	=	40%
<u>Tonasket:</u>	<u>1.0</u>	<u>=</u>	<u>20%</u>
	5	=	100%
	Days		Coverage

### Proposed Schedule:

Monday	-	Oroville
Tuesday	-	Okanogan
Wednesday	-	Tonasket
Thursday	-	Oroville
Friday	-	Okanogan