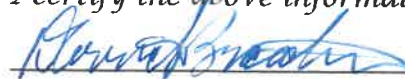


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: November 15, 2022	PREPARED BY: Derrick Braaten
Meeting Date Requested: November 22, 2022	PRESENTED BY: Derrick Braaten
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: 5 minutes	
SUBJECT: An Inter-Local Agreement (ILA) between Franklin County and the City of Kahlottus, WA for Franklin County to provide Building Inspection and Administrative Planning Services to the City of Kahlottus, WA.	
FISCAL IMPACT: Will depend on the total number of inspections performed and the value of each project inspected.	
BACKGROUND: On, or about, October 26, 2022, the City of Kahlottus City Clerk contacted the Planning & Building Department to ask whether Franklin County could process and approve land-use actions within the municipal boundaries of Kahlottus, as it does not have the staff to process such applications. Staff informed Kahlottus that, due to it being an incorporated jurisdiction, the County could not provide such services without an inter-governmental, or inter-local, agreement. In addition to providing administrative planning services, the agreement authorizes Franklin County to accept, process, and issue building permits, as well as provide building inspection services to the City. Staff has reviewed the volume of expected work, and determined it can handle the additional planning duties with existing staff. Other than the addition of some clarifying language, the agreement is the same as that entered into with the City of Mesa on March 3, 2020. The agreement is proposed to run for three (3) years from the date of signature by the BoCC, terminating in 2025. The City of Kahlottus signed the agreement on November 9, 2022.	
RECOMMENDATION: Recommend that the Board of County Commissioners approve the resolution agreeing to enter into the agreement and sign the attached Planning & Building Services ILA between Franklin County and the City of Connell, WA for the provision of planning and building services, as provided for in the attached ILA.	
COORDINATION: Craig Erdman, Public Works Director; Duane Davidson, Interim County Administrator; Jennifer Johnson, Prosecutor's Office, Civil; Mike Troidl, Building Official; City of Kahlottus City Clerk; City of Kahlottus, Mayor.	
ATTACHMENTS: (Documents you are submitting to the Board) (1). Draft Resolution; (2). Draft Inter-Local Agreement – Planning & Building Services	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) To the Clerk of the Board: 1 Original Resolution; 1 Copy of Signed ILA To the City of Connell, WA: 1 Copy of Resolution, 1 Copy of Signed ILA To Planning: 1 Copy Resolution, 1 Copy of Signed ILA	

I certify the above information is accurate and complete.



Derrick Braaten, Planning and Building Director

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF KAHLOTUS, WA FOR PROVIDING ADMINISTRATIVE PLANNING AND BUILDING INSPECTION SERVICES FOR THOSE AREAS LOCATED WITHIN THE CORPORATE LIMITS OF KAHLOTUS, WASHINGTON

WHEREAS, the City of Kahlotus desires to contract with Franklin County to provide building inspection services for the City of Kahlotus for those areas located within the corporate limits of Kahlotus, Washington; and

WHEREAS, the Agreement shall be for a term not to exceed three (3) years from the date of execution, unless agreed to in writing by both parties; and

WHEREAS, the Franklin County Planning and Building Department shall act as the designated agency to review and certify all construction plans for projects located within the corporate limits of Kahlotus, Washington and shall perform all required building inspections; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County and the City of Kahlotus to provide administrative planning and building inspection services for the City of Kahlotus for those areas located within the corporate limits of Kahlotus, Washington.

BE IT FURTHER RESOLVED the Agreement shall become effective upon the date recorded with the Franklin County Auditor.

APPROVED this 22nd day of November 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

**INTER-LOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF KAHLOTUS
FOR PROVIDING BUILDING INSPECTION SERVICES AND SHORT-TERM PLANNING
SERVICES FOR THOSE AREAS LOCATED WITHIN THE CORPORATE LIMITS OF KALOUTUS,
WASHINGTON**

THIS INTER-LOCAL AGREEMENT, hereinafter referred to as "Agreement," is entered into as of the _____ day of _____, 2022, between Franklin County, a political subdivision of the State of Washington, also hereinafter referred to as "County," and the City of Kahlotus, a municipal corporation of the State of Washington, also hereinafter referred to as "City."

This Agreement is entered into by Franklin County under the authority of RCW 19.27.050, RCW 36.32.120, the current Franklin County Building Code Ordinance — as amended, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is entered into by the City of Kahlotus under authority of RCW 19.27.050, the current City of Kahlotus Building Code Ordinance, as amended, RCW 35A.12.140, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

SEC. 1. PURPOSE:

The purpose of this Agreement is for Franklin County to provide the "building inspection and short-term planning services" for the City of Kahlotus for those areas located within the corporate limits of Kahlotus, Washington.

SEC. 2. PARTIES:

The parties to this Agreement shall be the City of Kahlotus, a municipal corporation of the State of Washington, with its principal offices located at 130 E. Weston St., Kahlotus, Washington; and Franklin County, also a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington.

SEC. 3. DEFINITIONS:

The following definitions shall be used within the terms of this agreement:

- (a) "Short-Term Planning" means those land-use activities that are administratively approved and do not require a recommendation or final approval from a quasi-judicial or legislative body, and are approved, conditioned, or denied at the Staff level. *Examples include, but are not limited to, short-plat subdivisions of land, zoning letters, and boundary line adjustments.*
- (b) "Long-Term Planning" means those land use activities that require a recommendation or final approval from a quasi-judicial or legislative body, and cannot be approved, conditioned, or denied at the Staff level. *Examples include, but are not limited to, long-plat subdivisions of land, conditional use permits, and code changes.*
- (c) "Planning Services" means those services provided for the review, approval, or recommendation regarding applications, proposals, and submittals for land -use activities, as generally provided for by a municipal planning department in the State of Washington. It does not include the review or approval of structural plans.
- (d) "Plan Review" means the review of structural plans for compliance with applicable codes, standards, and design requirements, as adopted by Washington State, and as incorporated in Franklin County Code Chapter 15, Building Code, for the specific proposed use of said structure.
- (e) "Fee" means the fee charged by the City of Kahlotus, and/or Franklin County, for a specific land-use action.

SEC. 4. TERM:

This Agreement shall be for a term not exceeding three (3) years from the date of execution unless agreed to in writing by both parties.

SEC. 5. FRANKLIN COUNTY BUILDING SERVICES TO BE PROVIDED:

The Franklin County Planning and Building Department shall provide the following "building inspection services" for the City of Kahlotus, both of which are the sole parties to this Agreement:

- (a) Shall act as the designated agency to review and certify all construction plans for projects located within the corporate limits of Kahlotus, Washington.

- (b) Shall act as the designated agency authorizing (upon completion of review and certification of all construction plans for projects located within the corporate limits of Kahlotus, Washington) the City of Kahlotus to issue construction/building permits.
- (c) Shall act as the designated agency to perform all required building inspections for all construction projects within the corporate limits of Kahlotus, Washington, which includes providing ICC certified building inspectors, as needed, and to conduct inspections for Washington State Building Code compliance of building permits covered under this Agreement.
- (d) Shall act as the designated agency to review and approve special inspection reports for construction projects within the corporate limits of Kahlotus, Washington.
- (e) Shall act as the designated agency to finalize and certify completion of all construction projects within the corporate limits of Kahlotus, Washington.
- (f) Shall maintain custody of a copy of all the filed construction plans, plan/project information, and special inspection reports, all in accordance with Chapter 40.14 RCW, Section 434 WAC, and other legal requirements for retention and disposition of public records.
- (g) Shall make record and index all filings related to all construction projects within the corporate limits of Kahlotus, Washington.
- (h) The Planning and Building Department or their designee shall promptly respond in writing to all public or private inquiries directed to the Department in regards to construction projects within the corporate limits of Kahlotus, Washington.
- (i) The Planning and Building Department or their designee's response to inquiries shall be in compliance with Chapter 42.17 RCW and/or Chapter 42.56 RCW and other applicable laws governing disclosure of public records and confidentiality.
- (j) A re-inspection fee, and mileage fee, in addition to the original permit fee, shall be required after the second inspection of any outstanding corrections. Said fees shall be required to be paid in order to schedule a third, or any subsequent inspection, after the 2nd correction.

SEC. 6. FRANKLIN COUNTY PLANNING SERVICES TO BE PROVIDED:

- (a) Shall act as the designated agency to review and certify administratively approved, "short-term", planning proposals, except as limited by SEC. 7, of this agreement, for those areas located within the corporate limits of Kahlotus, Washington.
- (b) Shall act as the City of Kahlotus's designated Washington State Environmental Protection Act (SEPA) Lead Official, except as limited by SEC. 7, of this agreement, for those areas located within the corporate limits of Kahlotus, Washington.
- (c) Shall act as the designated agency to review and certify the administrative elements of "long-term" planning proposals, except as limited by SEC. 7, of this agreement, for those areas located within the corporate limits of Kahlotus, Washington.
- (d) Respond to applicant questions through email and telephone calls. If needed, attend project meetings with the City and/or applicant during application review. If such meetings are to be held in the City of Kahlotus, then the mileage and hourly rate provided for in SEC. 10. shall apply, in addition to the Fee.
- (e) Attend and represent the City at project public hearings and public meetings. Attendance at City of Kahlotus public hearings or City Council meetings shall be charged mileage and at the hourly rate provided for in SEC. 10., in addition to the Fee.
 - i. If a proposed land-use action requires a hearing before the City of Kahlotus Planning Commission, and the body cannot obtain a quorum, then the Franklin County Planning Commission may hear the proposal and act as an ad-hoc Planning Commission for the City of Kahlotus.
 - a. Any necessary public hearings or workshops shall be held at the Franklin County Planning Commission regularly scheduled meetings.
 - b. Notice of such a need shall be provided to the Franklin County Planning & Building Department at least 60-days in advance of the proposed hearing date.
 - c. The cost of public notice (mailings, legal notices, etc.) shall be charged to the City of Kahlotus, as a direct cost, with supporting invoices provided.

SEC. 7. FRANKLIN COUNTY PLANNING SERVICES NOT COVERED BY THIS AGREEMENT

- (a) Fence permits
- (b) Home occupation applications
- (c) Records of Survey
- (d) Vacations of City of Kahlotus rights-of-way or easements

- (e) Long-range planning, such as local plan development; comprehensive plan amendments or development; 6-year water, sewer, transportation or other infrastructure or sub-area plans.

SEC. 8. CITY OF KAHLOTUS SERVICES TO BE PROVIDED FOR BUILDING AND PLANNING SERVICES:

- (a) Shall provide the required staff needed for the initial permit intake and the final issuance of permits, along with collection of the required building permit and plan review fees, at a predetermined location in the City.
- (b) Shall distribute and forward building permit and plan review fees per Section 6 in this Agreement.
- (c) Shall forward the initial applications, plans, specifications, and all other pertinent project information to the Planning and Building Department by fax, email and/or mail.
- (d) Shall promptly direct all public or private inquiries in regards to the services performed by Franklin County under this Agreement to the Planning and Building Department.
- (e) If the City is unable to provide those services listed in Section 8, Subsections (a) through (c), then it shall notify the County, and the County will process the application(s), retaining 100% of any fees collected.
- (f) Shall contact or provide notice to the Planning and Building Department at the following:

Franklin County Planning and Building Department
502 E. Boeing Street
Pasco, WA 99301
Phone (509) 545-3521 - Fax (509) 546-3367

SEC. 9. DISTRIBUTION OF COLLECTED BUILDING PERMIT AND PLAN REVIEW FEES:

- (a) The City of Kahlotus shall upon receipt of the collected building permit and plan review fees for all Commercial and/or Industrial construction projects, distribute and forward (no less than quarterly) to Franklin County sixty-five percent (65.0%) of the collected building permit fees, and sixty percent (60.0%) of the collected plan review fees.
- (b) The City of Kahlotus shall upon receipt of the collected building permit and plan review fees for all other non-commercial/non-industrial construction projects (including FAS), distribute and forward (no less than quarterly) to Franklin County eighty percent (80.0%) of the collected building permit and plan review fees.
- (c) Both parties may use their portion of the collected building permit and/or plan review fees at their own discretion as permitted by operation of law.
- (d) If an applicant is required to submit a building application directly to the Franklin County Planning & Building Department, then the cost shall be 100% of the Fees collected.
- (e) If a requested building action is not covered under the City of Kahlotus's fee schedule, then the Franklin County fee for such an action shall apply.

SEC. 10. BUILDING & PLANNING SERVICES FEES:

If a requested planning action is not covered under the City of Kahlotus's fee schedule, then the Franklin County fee, or the hourly rate, as applicable, shall apply. The fees for planning services shall be as provided below:

- (a) 90% of Fee, as provided by the City of Kahlotus's adopted fees.
 - i. If an applicant is required to submit a planning application directly to the Franklin County Planning & Building Department, then the cost shall be 100% of the City of Kahlotus Fee.

Or

Hourly Rate

- | | |
|--|----------------------|
| (b) County Planner | \$75/hour |
| (c) Planner 1 | \$50/hour |
| (d) Administrative Staff | \$35/hour |
| (e) Building Re-Inspection Fee | \$75 |
| (f) Meeting or Re-Inspection Travel Time | Federal Mileage Rate |

SEC. 11. MUTUAL COOPERATION:

All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

SEC. 12. NO PROPERTY ACQUISITION OR JOINT FINANCING:

This Agreement does not provide for the acquisition, holding, or disposal of property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SEC. 13. TERMINATION:

- (a) Notwithstanding any other provision of this Agreement, any party may terminate this Agreement anytime upon ninety (90) days written notice of intent to terminate, with the termination to become effective upon expiration of ninety (90) days from the notice of termination date. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement. Termination date shall be the date upon which the elected governing body of the terminating party took formal action to terminate this Agreement.
- (b) Should either party terminate this Agreement, each party shall continue to carry out to fruition its obligations and services specified herein related to any building permit/plan application and/or building permit, submitted or issued, prior to the notice of termination date. As a result each party shall continue to be entitled to its full portion of fees related to those previously submitted or issued building permit application(s)/plan(s) or building permit(s).

SEC. 14. NOTICE:

Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: City of Kahlottus
Attn: Kelli Seibert Clerk/Treasurer
130 E. Weston St.
Kahlottus, WA 99335

SEC. 15. INDEPENDENT CONTRACTORS:

The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

SEC. 16. RECORD KEEPING:

All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

SEC. 17. NON-DISCRIMINATION:

All parties to this Agreement certify that they are equal opportunity employers.

SEC. 18. LIABILITY:

Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

SEC. 19. NO THIRD-PARTY BENEFICIARIES:

The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

SEC. 20. ASSIGNMENT:

No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

SEC. 21. AMENDMENTS OR MODIFICATIONS:

This Agreement may be amended, altered, or changed in any manner by the mutual written consent of both parties.

SEC. 22. WAIVER:

No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SEC. 23. SEVERABILITY:

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

SEC. 24. ADMINISTRATOR DESIGNEE FOR THIS INTER-LOCAL COOPERATION AGREEMENT:

The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement, which provides for a joint and cooperative undertaking.

SEC. 25. INTER-LOCAL AGREEMENT PROVISIONS:

This Agreement is entered into pursuant to RCW 39.34 as an inter-local cooperation agreement. This Agreement shall be filed with the Franklin County Auditor or placed on any participating agency's website or other electronically retrievable public source.

SEC. 26. DISPUTE RESOLUTION.

In the event a dispute arises among, or between any of the parties regarding enforcement, breach, or interpretation of this Agreement, the County Administrator shall meet with the Mayor in a good faith effort to resolve the dispute, with or without agreed mediation. All disputes shall be resolved by binding arbitration pursuant to RCW 7.04A, with venue being placed in Pasco, Franklin County, Washington; and the arbitrator shall award to the substantially prevailing party, judgement for its attorney fees and costs against the other. In the event of a de novo review, all parties waive their right to a jury trial.

SEC. 27. EFFECTIVE:

This Agreement shall become effective upon approval by both parties and thereafter shall be immediately recorded with the Franklin County Auditor. The date upon which this Agreement is recorded with the Franklin County Auditor shall be considered the date of execution of this Agreement.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

ATTEST.

Chair Pro-Tern

Clerk of the Board

Member

APPROVED AS TO FORM:



Jennifer Johnson, Chief Civil
Deputy Prosecuting Attorney

CITY OF ~~KAHLOTUS~~, WASHINGTON

Mayor

Attest:

City Clerk/Treasurer

INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF KAHLOTUS FOR PROVIDING
BUILDING INSPECTION AND PLANNING SERVICES FOR THOSE AREAS LOCATED WITHIN THE CORPORATE LIMITS
OF KAHLOTUS, WASHINGTON