

**INTERLOCAL AGREEMENT BETWEEN WHITMAN COUNTY and ENDICOTT
RELATING TO THE ADMINISTRATION OF THE BUILDING CODE
IN THE TOWN OF ENDICOTT**

THIS AGREEMENT is entered into between WHITMAN COUNTY, WASHINGTON (hereinafter referred to as "County"), and the TOWN OF ENDICOTT, WASHINGTON (hereinafter referred to as "Town"), pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34. and the State Building Code, RCW 19.27.050.

The County and the Town recognize that:

1. The Town does not currently have adequate personnel to review building plans, issue building permits, inspect the construction of buildings, or issue certificates of occupancy, for buildings being erected inside the limits of the Town.
2. The County has personnel who can perform those functions on behalf of the Town.
3. The County is willing to assist the Town by allowing County personnel to perform those functions on behalf of the Town.

NOW, THEREFORE, it is hereby agreed, by and between the County and the Town as follows:

1. This agreement is for an indefinite period of time. It shall remain in effect until and unless terminated by either party. Either party may terminate the agreement by providing written notice to the other party of an intent to terminate, not less than 90 days prior to the effective date of termination. The agreement may also be terminated by mutual agreement of the parties at any time.
2. The Town will refer any person or entity seeking a building permit, building inspections, a certificate of occupancy, or related services to the County's Department of Public Works in Colfax, WA.
3. The person or entity seeking those services shall make application and requests to the County, in the same manner as if the project location were in the unincorporated area of the County, and will pay the County any fees that would normally be paid for such a project or service in the unincorporated area of the County. Those fees will remain with the County.
4. The County Building Official and/or their staff will, on behalf of the Town, apply the State Building Code, and any additions thereto by Town ordinance, to such projects. The County Building Official and/or their staff will, on behalf of the Town:

- a. Perform plan review; and
 - b. Issue building permits; and
 - c. Perform building inspections; and
 - d. Issue certificates of occupancy; and
 - e. Issue notices of non-compliance; and
 - f. Issue stop work notice/order if requested by Town's attorney.
 - g. Provide copies of all applications, plans, inspection reports, certificates, notices, and orders to the Town Clerk, as well as copies of other records as requested by the Town Clerk.
5. The County will not take any enforcement action on behalf of the Town. Any enforcement action will remain entirely within the Town's responsibility.
 6. This agreement will be administered by the following officials for each party:
 - a. County: The County Building Official and the County Director of Public Works
 - b. Town: The Mayor and Town Clerk
 7. The Town shall obtain and maintain a general liability insurance policy to insure against any liability for property damage or personal injury arising from any action taken, or from any failure to act, by any County personnel including the County Building Official and/or their staff. The policy shall name the County as an additional insured. The Town shall provide proof of such policy to the County Building Official and shall maintain such policy without lapse during the time of this agreement and for at least 3 years following termination of the agreement.
 8. This agreement shall be effective from the latest date on which the agreement is approved by the County Board of County Commissioners or the Town Council, as noted below.

APPROVED and AGREED TO:

For Whitman County, dated this 18th day of January, 2022, 2021.

Attest:

Board of County Commissioners:

Corey Mitzimberg
Maribeth Becker
Clerk of the Board
Corey Mitzimberg
Deputy Clerk of the Board

Tom Tracy
Chair
Michael Largent
Commissioner

Commissioner

Approved As To Form: D Tracy, D Tracy

For the Town of Endicott, dated this 13th day of December, 2021.

Attest:

[Signature]
Town Clerk

Steve Salzman
Mayor

Issue Date: 12/15/2021

Cert#: 0000000187

**CITIES INSURANCE ASSOCIATION OF WASHINGTON
CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MOC MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MOC, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone: (509) 754-2027 Fax: (509) 754-3406	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY CIAW / Old Republic Specialty Insurance Underwriters AUTOMOBILE LIABILITY CIAW / Old Republic Specialty Insurance Underwriters PROPERTY CIAW / Old Republic Specialty Insurance Underwriters et al. CRIME / PUBLIC EMPLOYEE DISHONESTY CIAW / Old Republic Specialty Insurance Underwriters
COVERED MEMBER Town of Endicott PO Box 418 Endicott, WA 99125	
COVERAGES	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	CIAW212234586	12/1/2021	12/1/2022	GENERAL AGGREGATE	\$20,000,000
INCLUDES STOP GAP (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$20,000,000 \$10,000,000 \$10,000,000 \$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW212234586	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$10,000,000 NONE
PROPERTY					
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW212234586	12/1/2021	12/1/2022	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$100,000,000 Excluded Excluded NONE
CRIME/PUBLIC EMPLOYEE DISHONESTY					
(CRIME IS SUBJECT TO A \$25,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW212234586	12/1/2021	12/1/2022	PER LOSS	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
Regarding interlocal agreement for building department to inspect town. Whitman County is named as Additional Covered Party regarding this agreement only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement attached.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MOC PROVISIONS.

CERTIFICATE HOLDER Whitman County Public Works PO Box 430 Colfax, WA 99111	AUTHORIZED REPRESENTATIVE 
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