

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WINTHROP AND THE TOWN OF
TWISP FOR BUILDING INSPECTION SERVICES

This Interlocal Agreement for building inspection services (" Agreement") is entered into by The Town of Twisp, Washington (" Twisp") and the Town of Winthrop, Washington ("Winthrop") sometimes individually referred to as a " Party" or collectively referred to as the " Parties."

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: Twisp has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from Winthrop to fulfill its obligation to its citizens; and

WHEREAS: Winthrop has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for Winthrop are available to provide Building Inspection Services to Twisp;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Building Inspection Services. This Agreement contains provision related to Winthrop providing Building Inspection Services to Twisp. Upon advance oral or written notice by Twisp, Winthrop shall provide Building Inspection Services for Twisp. The hours of service shall be the normal business hours of the Town of Winthrop Building Department (8: 00 a.m. to 5: 00 p.m.).
2. Building Inspection Services Definition. For purposes of this Agreement, " Building Inspection Services" shall include initial plan review, site inspections, pre -application consultations, permit issuance, coordination with Town departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19. 27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.
4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or publication on the Parties' websites, and shall continue and be in full force and effect until December 31, 2026, unless terminated sooner pursuant to paragraph
5. Termination:
 - 5.1 Termination by Notice. Either Party may terminate this Agreement by providing 60 days advance written notice to the other Party of the effective date of such termination.
 - 5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.
 - 5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.
 - 5.4 Termination by Twisp upon hiring Twisp Building Inspector. Twisp may terminate this Agreement immediately upon written notice to Winthrop that Twisp has hired a full-time building inspector for Twisp.
6. Administration, No separate Entity Created. The Mayor of Twisp, and the Building Official of Winthrop shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.
7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by Winthrop for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$65.00 per hour with a one hour minimum charge for each inspection and plan review. Winthrop shall be compensated for round trip for driving time between Winthrop Town Hall and Twisp at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided " as needed" and " as requested" by Twisp with a 48-hour advance notification. Winthrop shall invoice Twisp monthly for the Building Inspection Services used by Twisp in the prior month. Twisp shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by Twisp.

8. Benefits and other expenses. Attendance by the Winthrop Building Inspector at Twisp meetings that does not fall within the definition of " Building Inspection Services" in paragraph 2 above, but which the Winthrop Building Inspector may attend at his or her discretion, shall be compensated by Twisp at \$65.00 per hour Winthrop shall be compensated for round trip for driving time between Winthrop Town Hall and Twisp at a flat rate equal to one- half of the hourly rate in effect at the time the Building Inspection Services are provided. Winthrop shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement
9. Disputes. During the term of this Agreement, concerns of either Party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.
10. Indemnification. Winthrop shall defend, indemnify and hold Twisp, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Winthrop, in performance of this Agreement, except for injuries and damages caused by the negligence of Twisp. Twisp shall defend, indemnify and hold Winthrop, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Twisp, in performance of this Agreement, except for injuries and damages caused by the negligence of Winthrop. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. Insurance. Winthrop shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. Winthrop insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to Twisp. Winthrop shall name Twisp as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by Winthrop to Twisp within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above

herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. Records and Forms. Winthrop shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. Twisp shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of Twisp which shall have the responsibility for the retention and release of the same.
13. Return of Documents. Winthrop agrees that upon termination of this Agreement for any reason, it will return to Twisp all documents, files and records of any nature whatsoever obtained by or for Twisp and used in connection with work performed for Twisp pursuant to this Agreement.
14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the Twisp Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by Winthrop to Twisp pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Twisp and any employee, agent, representative or contractor of Winthrop, or between Winthrop and any employee, agent, representative or contractor of Twisp. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of Winthrop, and Winthrop shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51. 15.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

- a. Notice to Winthrop:
Town of Winthrop
Attention: Mayor
PO Box 459
Winthrop, WA 98862

b. Notice to Twisp:
Town of Twisp
Attention: Mayor
PO Box 278
Twisp, WA 98856

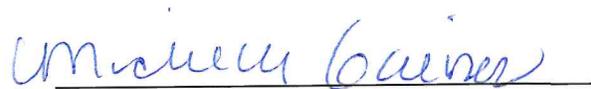
16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.
17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.
18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.
19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.
20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

APPROVED by the Town Council of The Town of Winthrop, Washington, at an Open Public Meeting the 18th day of February, 2026.



Robert Grim, Mayor

Attest:



Michelle Gaines, Town Clerk/ Treasurer

APPROVED by the Town Council of The Town of Twisp, Washington, at an Open Public Meeting the 10th day of February, 2026.



Hans Smith, Mayor

Attest:


Randy Kilmer, Town Clerk/ Treasurer