

**INTERLOCAL AGREEMENT
BETWEEN THE
NATIONAL PARK SERVICE, OLYMPIC NATIONAL PARK
AND
CLALLAM COUNTY
FOR
BUILDING INSPECTION SERVICES**

This Agreement, made as of this 13th day of May, 2008, between Clallam County, a municipal corporation of the State of Washington, hereinafter referred to as "the County," and the National Park Service, Olympic National Park, hereinafter referred to as "the Authority".

WHEREAS, the Authority desires independent plan review and inspection services of various projects to ensure consistency and quality, and

WHEREAS, the Authority does not have adequate personnel to inspect the construction of buildings being erected under the scope of these projects, and

WHEREAS, the County has qualified professional and technical staff to perform these inspection services, and

WHEREAS, Chapter 39.34 RCW authorizes units of local government and federal agencies to enter into interlocal agreements, and

WHEREAS 16 U.S.C. § 1, as amended, authorizes the National Park Service (NPS) to promote and regulate the use of federal areas known as national parks, monuments, and reservations.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Purpose and Scope

The purpose of this Agreement is to provide County staff the authority to perform plan review and routine building inspection services during the construction of various projects within Olympic National Park. The County will provide personal services for plan review, field inspections, reasonable administrative functions, transportation, and necessary technical support. The Authority will provide all other services regarding the general administration and enforcement of applicable construction standards and will be solely responsible for legal enforcement of such standards.

2. Building Permits

The County will require payment of plan review and building permit fees as per the Clallam County Consolidated fee schedule, but will not exercise any authority of the Building Official as provided for in the Washington State Building Code. The County recognizes the sovereignty of Olympic National Park and the Authority will provide all other services regarding the application of State and Local codes. However, for administrative and record keeping purposes only, the County will require application for building permits on County forms.

3. Inspections

A. The Authority will be responsible for advising the County of the need for initial inspections and subsequent periodic inspections by calling on a daily basis and indicating the type of inspection needed. The County will

normally respond to request on the same day or within 24 hours, EXCEPT, the County will only respond during normal working hours (8:30 a.m. to 4:30 p.m.), Monday through Friday, and excluding County holidays.

B. The County will record inspection data on forms provided by the County and will provide these daily inspection reports to the Authority on a daily basis. The Authority will be responsible for maintenance of records provided, ensuring compliance with appropriate standards and calling for re-inspections, as needed. The Authority shall be solely responsible for monitoring the progress of construction covered by the Agreement and for assuring that timely calls for inspections are made.

C. The Authority will be responsible for providing a contact person by name, address, and phone number for purposes of coordination and day-to-day administration of this Agreement. The Authority will be responsible for providing copies of plans and specifications and any other documents necessary to meet standards for quality and compliance with federal and applicable building codes.

D. Specifically, the County will provide the following services in accordance with The Washington State Building Code and approved plans and specifications.

- 1) Plan Review Services
- 2) Foundation Inspections
- 3) Framing Inspections
- 4) Plumbing Inspections
- 5) Mechanical Inspections
- 6) Insulation/Energy Code Inspections
- 7) Final Inspections
- 8) Fire Code Inspections

E. The County will NOT provide or be responsible for the following inspection activities:

- 1) Electrical Inspections
- 2) Sanitation Inspections (sewer or water)
- 3) Site Preparation or Suitability Inspections

4. Records and Forms

A. The County shall maintain working files on the site in accordance with established filing and record-keeping systems. Any additional forms for record-keeping services desired by the Authority must be provided to the County by the Authority. The County agrees to consult with and assist the Authority in establishing as nearly a parallel record-keeping system as possible to assure continuity and ease of information transfer.

B. All records, books, documents, and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the Authority which shall have the responsibility for their retention and release, EXCEPT the working files described in 4(A) and other County generated reports which shall be subject to public disclosure as per 42.17 RCW.

5. Authority of Inspect-Protection Against

The liability of the United States of America, National Park Service, for all damage to property or injury to persons occurring as a result of any negligent act or omission on the part of the Service or its contractor, employees, or assigns, shall be as provided for by the Federal Tort Claims Act, 62 Stat. 982. Clallam County disclaims any liability for any or all damage to property or injury to persons caused or arising from this Agreement, except as addressed herein. All employees' agents of the County performing work for the National Park Service shall be employees' agents of the National Park Service during the performance of the work under this Agreement and the liability of the County shall be limited to the liability of the National Park Service, as provided for in the Federal Tort Claims Act.

6. Effective Date and Termination

A. This Agreement shall commence and be effective on the date of final signature and shall remain in full force and effect for a period of five years.

B. Either party may terminate this Agreement at any time by providing 30 (thirty) days written notice.

7. Anti-Deficiency Act – 31 U.S.C. § 1341

Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

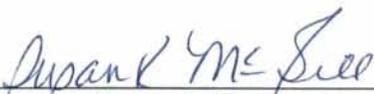
IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written.

BOARD OF CLALLAM COUNTY
COMMISSIONERS

NATIONAL PARK SERVICE



Michael C. Chapman, Chair



Susan K. McGill, Acting Superintendent
Olympic National Park



Stephen P. Tharinger



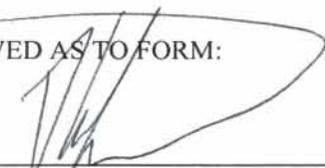
Howard V. Doherty, Jr.

ATTEST:

APPROVED AS TO FORM:



Trish Perrott (Holden), Clerk
Clerk of the Board



Chris Melly, Chief Deputy Prosecuting Attorney
Douglas E. Jensen
Senior Deputy Prosecuting Attorney
Clallam County