

City of Cheney  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON  
RESOLUTION F-174**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY  
OF AIRWAY HEIGHTS FOR BUILDING PLAN REVIEW, PERMIT INTAKE,  
BUILDING INSPECTION AND RELATED SERVICES**

This Interlocal Agreement (this “Agreement”) is effective as of the Effective Date set forth below, by and between the City of Cheney, a Washington non-charter code city (“**Cheney**”), and the City of Airway Heights, a Washington a non-charter code city (“**Airway Heights**”) with Cheney and Airway Heights jointly referred to as “**Parties**”.

**RECITALS**

- A. Cheney enforces the Washington State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in the Cheney Municipal Code and RCW Chapter 19.27.
- B. Airway Heights enforces the Washington State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in both the Airway Heights Municipal Code and RCW Chapter 19.27.
- C. Airway Heights is experiencing rapid growth and development, creating a need for greater capacity in the Airway Heights Planning Department and Building Department for review of building plans, permit intake, processing and issuance, building inspections, and related functions.
- D. The Cheney Planning Department and Building Department have capacity to aid Airway Heights with review of building plans, permit intake, processing, and issuance, building inspections, and related functions.
- E. Airway Heights desires to obtain supplemental or overflow building plan review services, permit intake, processing and issuance services, building inspection services, and other related services (the “**Services**”) from Cheney to assist in enforcing the Washington State Building Code Act in Airway Heights in conformance with the Airway Heights Municipal Code, and RCW Chapter 19.27.
- F. Cheney has proposed to provide Airway Heights with the Services as set forth in this Agreement through the Cheney Planning Department and Building Department.

- G. The Parties are authorized under RCW 39.34 to enter into this Agreement for the provision of the Services, subject to the terms and conditions set forth herein.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. Purpose. The purpose of this Agreement is for Cheney to provide the Services to Airway Heights. The scope of the Services is set forth in Exhibit A (the “Scope of Services and Fee Schedule”) hereto.
2. Duties of Cheney. Cheney, as a deputy under the authority and direction of the Airway Heights’ Planning Department and/or Building Department shall provide the Services on an as-needed basis. The scope of the Services is set forth in the Scope of Services and Fee Schedule. Requests for the Services shall be emailed to the Cheney Planning Department and/or Building Department by Airway Heights. Requests for Services shall be completed within the timeframes required by Washington law and/or the Airway Heights Municipal Code.
3. Duties of Airway Heights. Airway Heights shall be responsible for requesting Services from Cheney when needed, to complete all permitting processes not requested from Cheney under Section 2 above, render all final interpretations of the Washington State Building Code Act and/or Airway Heights Municipal Code, and provide Cheney with any resources as reasonably necessary to facilitate the performance of Cheney’s duties. In addition, Airway Heights shall provide payment for the Services to Cheney as set forth herein.
4. Duration and Termination. The Agreement shall take effect on August 14, 2023, or as soon thereafter as all of the following events have occurred (“**Commencement Date**”):
  - (a) Approval of the Agreement by the official action of the governing bodies of each of the Parties;
  - (b) Execution of the Agreement by the duly authorized representative of each of the Parties; and
  - (c) Filing or listing a copy of this Agreement as required by RCW 39.34.040.

The term of this Agreement shall be from the Commencement Date to December 31, 2024 (“**Initial Term**”) and shall be automatically extended for additional terms of one year (an “**Extension Term**”), unless either party provides written notice to the other by September 30 of the applicable year in which the Initial Term or Extension term is set to expire, expressing an intent not to this extend Agreement. For purposes of clarity, in the absence of notice not to extend sent by September 30 of the applicable year, this Agreement shall be automatically extended for one additional year.

At least one hundred and twenty (120) days prior to expiration of the Initial Term or any Extension Term, the Parties shall meet and confer for the purpose of reviewing and adjusting the Scope of Services and Fee Schedule.

5. Cost of Services and Billing. For the Services, Airway Heights shall pay Cheney as set forth in the “ Services - Fee Schedule” in Attachment A of this agreement.

On a quarterly basis, Cheney shall bill Airway Heights for amounts due under this Agreement. Airway Heights shall pay the amount due within thirty (30) days of receipt of each bill. If Airway Heights has a good faith dispute with any invoice, Airway Heights shall pay any undisputed amount, and the Parties shall within fifteen (15) days meet and confer to resolve the dispute.

The Services - Fee Schedule will be updated annually to reflect any increases in wages and benefits or the mileage reimbursement rate.

6. Indemnification.

(a) Airway Heights Ordinances, Rules and Regulations. In executing this Agreement, Cheney does not assume liability or responsibility for or release Airway Heights from any liability or responsibility which arises in whole or in part from the existence or effect of Airway Heights ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Airway Heights ordinance, rule, or regulation is at issue, Airway Heights shall defend the same at its sole expense and if judgment is entered or damages are awarded against Cheney, Airway Heights, or both, Airway Heights shall satisfy the same, including all costs and/or attorney’s fees awarded by the court.

(b) Airway Heights Indemnification of Cheney. Airway Heights shall indemnify, defend, and hold harmless Cheney, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney’s fees in defense thereof, for personal injury or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Airway Heights’ acts, errors or omissions with respect to the subject matter of this Agreement; provided, however,

- (i) Airway Heights’ obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Cheney, its officers, agents or employees; and
- (ii) Airway Heights’ obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or

resulting from the concurrent actions or negligence of Airway Heights and Cheney shall apply only to the extent that Airway Heights' actions or negligence caused or contributed thereto.

- (c) Cheney Indemnification of Airway Heights. Cheney shall indemnify, defend, and hold harmless Airway Heights, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for personal injury or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Cheney's acts, errors or omissions with respect to the subject matter of this agreement; provided, however
    - (i) Cheney's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Airway Heights, its officers, agent or employees; and
    - (ii) (ii) Cheney's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Cheney and Airway Heights shall apply only to the extent that Cheney's actions or negligence caused or contributed thereto.
  - (d) Indemnification for Events Occurring Prior to Termination of Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of Services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day Services are provided under this Agreement. The obligation of a party to indemnify, defend, and hold harmless under Sections 6(b) and 6(c) shall survive termination of this Agreement for any event that occurred prior to such termination.
7. Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Airway Heights and/or Cheney to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.
8. Independent Contractor. Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Cheney an Airway Heights employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51



subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Washington. Any action relating to this Agreement shall be brought only in the Spokane County Superior Court, and the Parties consent to the jurisdiction of such court for such purposes.
14. Attorney's Fees and Costs. In any action relating to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
15. Construction and Interpretation. The recitals set forth above are hereby incorporated into the substantive provisions of this Agreement. This Agreement shall not be construed more strictly against Airway Heights by virtue of the fact that the same was prepared by Airway Heights or its counsel, it being recognized that Cheney has contributed substantially and materially to the preparation of this Agreement.
16. RCW 39.34.030 Required Clauses.
  - (a) Purpose. See above.
  - (b) Duration. See above.
  - (c) Organization of Separate Entity and its Powers. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to administer this Agreement.
  - (d) Responsibilities of the Parties. See above.
  - (e) Agreement to be Filed. This Agreement shall be filed with each City Clerk for both Parties and with the Spokane County Auditor, or listed on each Parties' web site or other electronically retrievable public source as required by RCW 39.34.040.
  - (f) Financing. Each party shall be responsible for the financing of its obligations through its budgetary process.
  - (g) Termination. Either party may terminate this Agreement as set forth above.
  - (h) Property upon Termination. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each party contributed to acquisition.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CHENEY

By: \_\_\_\_\_  
Chris Grover, Mayor

Attest:

\_\_\_\_\_  
City Clerk, Cindy Niemeier

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF AIRWAY HEIGHTS

By: \_\_\_\_\_  
Larry Bowman, Chair

Attest:

\_\_\_\_\_  
Stanley Schubert, Clerk-Treasurer

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Attachment A**  
**“Services – Fee Schedule - 2023”**

**City of Cheney Building Department Fee Schedule**

Building Inspector	\$48.63 / hour
Building Official	\$65.69 / hour
Vehicle Mileage Reimbursement	\$.0655 / mile