

INTERLOCAL AGREEMENT FOR SERVICES RELATING STREET SWEEPING BETWEEN THE CITY OF RAINIER
AND THE CITY OF TENINO

THIS AGREEMENT dated this _____ day of _____ 2023, is made between the CITY OF RAINIER, a Washington Municipal Corporation (hereinafter referred to as “Rainier”) whose address is 102 Rochester St, Rainier, WA, 98576, and the CITY OF TENINO, a Washington Municipal Corporation (hereinafter referred to as “Tenino”) whose address is 149 Hodgden St. South, Tenino, WA 98589.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that benefits each party to an agreement; and

WHEREAS, pursuant to RCW 39.34.080 each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties, and,

WHEREAS, the jurisdictional boundaries of Tenino and Rainier are located in close proximity;

WHEREAS, Tenino has in its employ a street sweeper and vactor truck, as well as staff to operate these vehicles, and is willing to contract with Rainier to provide such services;

WHEREAS, Rainier desires to contract with Tenino to obtain street sweeping and vactor truck services;

WHEREAS, such a contract between Tenino and Rainier would mutually benefit the respective municipalities;

NOW THEREFORE, in consideration of the mutual benefits to be received, and in consideration of the following terms and conditions, the parties agree as follows:

1. **SCOPE OF SERVICES**. Tenino promises to:
 - A. Provide street sweeping services upon request by Rainier under the following conditions: Rainier must provide at least two weeks written notice and a list of streets to sweep, a place to dump and location for cleaning vehicle that includes water and hose at no charge to Tenino.
 - B. Provide vactor truck services upon request by Rainier under the following conditions: Rainier must provide at least two weeks written notice and a list of streets to sweep, a place to dump and location for cleaning vehicle that includes water and hose at no charge to Tenino.
 - C. Tenino may decline a request for services in its sole discretion if it determines its own need for such services is a higher priority, which shall not be considered a breach of this agreement.

2. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Rainier promises to pay Tenino:

A. Street Sweeping Services: One hundred 160 Dollars (\$160.00) per hour which includes operator time.

Vactor Truck Services: One hundred eighty dollars (\$180.00) per hour which includes operator time.

Emergency Vactor Truck Services (any services provided with less than two weeks' notice): Three hundred sixty dollars (\$360) per hour which includes operator time.

Tenino shall send invoices monthly showing the total number of services hours and the type of services provided. Rainier shall promptly tender payment to Tenino monthly in accordance with Rainier's normal accounting and payment process. Tenino may adjust its hourly rate for services upon 60 day's written notice.

B. **TERM OF AGREEMENT.** Tenino or Rainier may terminate this Agreement at any time, for any reason, without cause, by tendering at least thirty (30) days' written notice of the same.

C. **PERSONNEL.** Rainier and Tenino agree that:

A. Control of the Operator and of other personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the Mayor of the City of Tenino who shall be the Administrator.

B. All persons rendering service hereunder shall be considered employees of the City of Tenino.

C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Tenino.

D. In the implementation of this Agreement, Tenino will be responsible for its acts and for the acts of its agents and employees, and Tenino shall defend, hold harmless, and indemnify Rainier from and against all claims, suits, or other actions to the extent of Tenino's negligence arising as a result of its performance under this agreement.

E. The Mayor of Rainier, or such other designated person, may have direct contact with the operator regarding services, but may not supervise or otherwise direct the work of Tenino employees.

D. **INDEMNITY.** Rainier will be responsible for its acts and for the acts of its agents and employees. Provided, Rainier shall not be liable for compensation or indemnity to any

Tenino employee for injury or sickness arising out of his or her employment with Tenino, or by reasons of the performance of any of the services provided herein.

- E. RECORDING.** Pursuant to Chapter 39.34 RCW, Rainier shall cause this Agreement to be recorded with the Thurston County Auditor's Office, or, alternatively, listed by subject on a each party's web site or other electronically retrievable public source after all parties have fully executed.

- F. NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.

- G. DISPUTE RESOLUTION.** In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Dispute Resolution Center of Thurston County. Each Party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.

- H. NOTICE.** Unless otherwise stated herein, any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Executed this ____ day of August, 2023:

CITY OF TENINO

Wayne Fournier, Mayor

Approved as to form:

Richard L. Hughes, City Attorney

CITY OF RAINIER

Robert Shaw, Mayor

Approved as to form:

[name], City Attorney