

AGREEMENT FOR SERVICES RELATING TO PUBLIC WORKS BETWEEN THE  
TOWN OF BUCODA AND THE CITY OF TENINO

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_ 2021, is made between the TOWN OF BUCODA, a Washington Municipal Corporation (hereinafter referred to as “Bucoda”) whose address is 101A East 7th Street, Bucoda, WA, 98530, 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**, the jurisdictional boundaries of Tenino and Bucoda are located in close proximity;

**WHEREAS**, Tenino has in its employ a certified Waterworks Operator and is willing to contract with Bucoda to provide such services;

**WHEREAS**, Bucoda desires to contract with Tenino to obtain the services of a Waterworks Operator;

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

**WHEREAS**, Tenino and Bucoda understand, acknowledge and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW;

**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 the services of a WDM Certified Waterworks Operator (hereinafter referred to as “Operator”). Tenino shall be responsible for ensuring the Operator performs the following duties for Bucoda: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. **CONSIDERATION**. In consideration of the services to be provided by Tenino herein, Bucoda promises to pay Tenino: Forty and 0/100 Dollars (\$40.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices on a monthly basis showing the total number of labor hours expended by Tenino employees for the benefit of Bucoda under this Agreement. Bucoda shall promptly tender payment to Tenino on a monthly basis in accordance with Bucoda’s normal accounting and payment process.
  
3. **TERM OF AGREEMENT**. Tenino and Bucoda understand, acknowledge and agree that this Agreement is intended to be short-term and in the interim until such time as Bucoda acquires its own Operator. Therefore, Bucoda may terminate this Agreement at any time, for any reason, without cause,

by tendering Tenino at least thirty (30) days written notice of the same. For the purpose of this section, "Tender" shall be complete by personally delivering notice to the other party at the address set forth above, or by placing notice in the mail. Tender of notice by mail shall be deemed complete on the third (3<sup>rd</sup>) day after the notice is placed in the US Mail. Tenino may terminate this Agreement for cause, or in the event of a bona fide emergency. This Agreement shall automatically terminate without notice in the event of disincorporation of either Bucoda or Tenino, or either party's failure or refusal to cure a breach (as defined below) upon thirty (30) days written notice.

4. **BREACH**. If either Bucoda or Tenino fail to keep or perform any of the terms and conditions herein contained, it shall constitute a breach hereof. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other terms and conditions, but the same shall be and remain in full force and effect.

a. If Bucoda materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Tenino may terminate this Agreement.

b. If Tenino materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Bucoda may terminate this Agreement. Bucoda may thereafter contract with a third party for similar services and Tenino shall be liable to Bucoda for the amount of consideration paid by Bucoda to the third party in excess of the consideration contracted for herein. For the purpose of this section, a "material breach" is defined as a breach that is serious enough in degree that such breach substantially defeats the purpose of the agreement.

5. **PERSONNEL**. Bucoda 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 City of Tenino.

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 Bucoda from and against all claims, suits or other actions arising on account of Bucoda performance under this Agreement. Bucoda will not be responsible for the actions of Tenino's personnel.

e. The Mayor of Bucoda, or such other designated person, may have direct contact with the Operator regarding services.

6. **INDEMNITY**. Bucoda will be responsible for its acts and for the acts of its agents and employees. Provided, Bucoda 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. Tenino defends, indemnifies and hold harmless Bucoda against any loss or expense by reason of injury or sickness compensation arising out of employment of any Tenino personnel. Provided further, Tenino hereby agrees to defend, indemnify and hold harmless Bucoda against any loss or liability resulting from any act or omission or failure to act by Tenino personnel.

7. **RECORDING**. Pursuant to Chapter 39.34 RCW, Bucoda shall cause this Agreement to be recorded with the Thurston County Auditor's Office, or, alternatively, listed by subject on a Bucoda's web site or other electronically retrievable public source after all parties have fully executed.
  
8. **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.

DATE: \_\_\_\_\_

\_\_\_\_\_  
ALAN CARR  
Mayor  
Town of Bucoda

DATE: \_\_\_\_\_

\_\_\_\_\_  
Wayne Fournier  
Mayor  
City of Tenino