

**INTERLOCAL AGREEMENT FOR SERVICES RELATING TO CODE
ENFORCEMENT BETWEEN THE TOWN OF BUCODA AND THE CITY OF TENINO**

THIS INTERLOCAL AGREEMENT dated this 13th day of ~~September~~ ^{September}, 2022, 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, 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 Bucoda are located in close proximity; and

WHEREAS, Tenino has in its employ a certified Code Enforcement Officer and is willing to contract with Bucoda to provide such services; and

WHEREAS, Bucoda desires to contract with Tenino to obtain the services of a Code Enforcement Officer; and

WHEREAS, such a contract between Tenino and Bucoda 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. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Tenino will provide code enforcement services to Bucoda and to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources by Tenino offering code enforcement services to Bucoda.

2. **SCOPE OF SERVICES.** Tenino promises to:

Provide the services of a Code Enforcement Officer (hereinafter referred to as ("Enforcement Officer")). Tenino shall be responsible for ensuring the Enforcement Officer performs the following duties for Bucoda: Enforce the provisions of Ordinance Nos. 39, 79, 90, 111b, 136, 207, 234, 285, 287, 288, 330, 364, 484, 508, 515, 519, 522, 654 of the Town of Bucoda and such other and further enforcement of the ordinances of the City or

State or Federal laws and regulations that the City is obligated to enforce including by way of illustration and not limitation, the inspection of alleged or possible nuisances, the issuance of notices, the issuance of administrative findings and decisions, the imposition of penalties or other enforcement actions, the preparation of evidence for administrative and legal proceedings and such other duties as may be requested by Bucoda Officials in connection with the enforcement of its ordinances and regulations and the maintenance of good order in the City.

3. **REQUEST FOR SERVICES.** Bucoda shall submit a written request to Tenino for performance of Code Enforcement Service, including any and all needs, specifications, or standards that must be considered. Such written request must be made by Bucoda's Mayor or authorized designee. For the purposes of this section, the Parties agree that a written request may be submitted by Bucoda to a Tenino via email. Tenino shall respond to such written request within 3 business days. In the case of an emergency, Bucoda may telephone Tenino with a request for a code enforcement issue. Such phone call shall be followed with an email from either Party confirming the phone call and the issue.
4. **CONSIDERATION.** In consideration of the services to be provided by Tenino herein, Bucoda promises to pay Tenino: Fifty and 0/100 Dollars (\$50.00) per hour of labor provided by Tenino employees pursuant to this Agreement. Tenino shall send invoices monthly showing the total number of labor hours expended by Tenino employees and the services provided for the benefit of Bucoda under this Agreement. Bucoda shall promptly tender payment to Tenino monthly in accordance with Bucoda's normal accounting and payment process. The invoices shall include the address or other identifier of the code violation.
5. **TERM OF AGREEMENT.** Unless terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until _____, 20___. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.
6. **TERMINATION.** Tenino or Bucoda may terminate this Agreement at any time, for any reason, without cause, by tendering 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 (3rd) day after the notice is placed in the US Mail. Tenino may immediately terminate this Agreement 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.
7. **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 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 for to Bucoda for the amount of consideration paid by Bucoda to the third party in excess of the consideration contracted for herein for up to 30 days from the date of termination. 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.
8. **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 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 Bucoda 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. 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 Enforcement Officer regarding services, but may not supervise or otherwise direct the work of the Enforcement Officer.
 - F. Tenino may at its discretion prioritize and schedule work of the Enforcement Officer to meet the obligations to Tenino and to Bucoda under this Agreement.
9. **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 to the extent resulting from any act or omission or failure to act by Tenino personnel.


- 10. **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.
- 11. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.
- 12. **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.
- 13. **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.

TOWN OF BUCODA

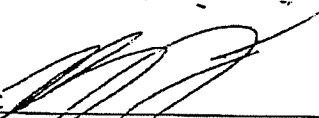
CITY OF TENINO

DATED: 13 Sept 2022

DATED: _____


Steve Purcell, Mayor

Wayne Fournier, Mayor

Attest: 
Bailey Finley, Clerk/Treasurer

Attest: _____
Kayleen Canup, Clerk/Treasurer

Approved as to form:

Approved as to form:

Marissa Y. Jay, Town Attorney

Richard L Hughes, City Attorney

TOWN OF BUCODA, WASHINGTON

RESOLUTION NO. 2022- 04

A RESOLUTION OF THE TOWN OF BUCODA, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF TENINO FOR CODE ENFORCEMENT SERVICES.

RECITALS:

WHEREAS, the Town of Bucoda, Washington (the “Town”) is a Town under the laws of the State of Washington; and

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 Bucoda and Tenino are 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 Bucoda are located in close proximity; and

WHEREAS, Tenino has in its employ a certified Code Enforcement Officer and is willing to contract with Bucoda to provide such services; and

WHEREAS, Bucoda desires to contract with Tenino to obtain the services of a Code Enforcement Officer; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF BUCODA, WASHINGTON:

Section 1. Mayor Authorization. The Mayor is authorized to execute an Interlocal Agreement with the City of Tenino for code enforcement services, substantially in the form as Attachment A.

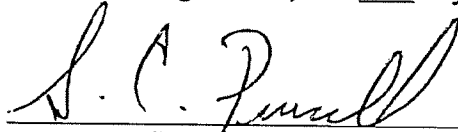
Section 2. Publication. Upon execution of the Interlocal Agreement by both Parties, the Town Clerk/Treasurer is directed to either publish the fully executed Interlocal Agreement on the Town of Bucoda's website or to record such Interlocal Agreement with the Thurston County Auditor.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.


Section 4. Effective Date. This Resolution shall take effect immediately.

Section 5. Corrections. The Town Clerk and the codifiers of this Resolution are authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbers, section/subsection numbers, and any references thereto.


PASSED by the Council of the Town of Bucoda, Washington, and **APPROVED** by the Mayor of the Town of Bucoda at a regularly scheduled open public meeting thereof, this 10th day of May, 2022.


Steve Purcell, Mayor

Attest:


Bailey Finley, Town Clerk

Approved as to form:


Marissa Y. Jay, WSBA # 55593
Town Attorney

Approved Reading: 9/13/ 2022
Publication Date: /2022
Effective Date: 9/13 2022

ATTACHMENT A