

INTERLOCAL AGREEMENT FOR SERVICES RELATING TO CODE ENFORCEMENT BETWEEN THE CITY OF  
RAINIER AND THE CITY OF TENINO

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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 certified Code Enforcement Officer and is willing to contract with Rainier to provide such services;

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

**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 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 Rainier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. **CONSIDERATION**. In consideration of the services to be provided by Tenino herein, Rainier 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 on a monthly basis showing the total number of labor hours expended by Tenino employees for the benefit of Rainier under this Agreement. Rainier shall promptly tender payment to Tenino on a monthly basis in accordance with Rainier's normal accounting and payment process.

3. **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. 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 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 Rainier 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 Rainier 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 remain in full force and effect.
  - A. If Rainier 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, Rainier may terminate this Agreement. Rainier may thereafter contract with a third party for similar services and Tenino shall be liable for to Rainier for the amount of consideration paid by Rainier 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.
  
5. **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 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 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. Rainier will not be responsible for the actions of Tenino's personnel.
  - E. The Mayor of Rainier, 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 Code Enforcement Officer.

F. Tenino may at its discretion prioritize and schedule work of the Code Enforcement Officer to meet the obligations to Tenino and to Rainier under this Agreement.

6. **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. Tenino defends, indemnifies, and hold harmless Rainier 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 Rainier against any loss or liability to the extent resulting from any act or omission or failure to act by Tenino personnel.
7. **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 Rainier's web site or other electronically retrievable public source after all parties have fully executed.
8. **NO SEPARATE LEGAL ENTITY CREATED.** This Agreement creates no Joint Board and no separate legal entity.
9. **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.
10. **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: \_\_\_\_\_

\_\_\_\_\_  
Robert Shaw,  
Mayor,  
City of Rainier

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Richard L Hughes, City Attorney