

## INTERLOCAL AGREEMENT

Between

City of Washougal, by and through City of Washougal Department of  
Community Development

And

City of Camas, by and through City of Camas Community Development  
Department

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 21<sup>st</sup> day of June, 2010, by and between the Washington cities of the City of Washougal and the City of Camas (referred to as "party or parties") under the authority of Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington.

WHEREAS, the parties believe that it is in their mutual interest to collaborate staff support and expertise for the purpose of providing consistent and timely protective inspections during periods of atypical workloads resulting from temporary increases in development activity or unanticipated periods of reduced availability of qualified and certified professional staff in the field of protective inspection services.

Now, therefore, it is mutually agreed that:

### Purpose

This Agreement is made for the purposes of mutual support of qualified and certified professional staff in the field of protective inspection services and for the additional purpose of specifying the Parties' responsibilities and cost for services related to these services.

### Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws and no new or separate legal or administrative entity will be created to administer the provisions of this agreement.

### Contract Management

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding performance of this Agreement.

The Program Manager for the City of Washougal is: Joanne Boys, Community Development Director

The Program Manager for the City of Camas is: Phil Bourquin, Community Development Director.

#### 1. Responsibilities of Party Receiving Protective Inspection Services

The City of Camas and City of Washougal shall compensate one another for protective inspection services provided in accordance with this Agreement in the amount of the staff's salary, benefits, and mileage in effect at the time service is rendered on an "as needed basis";

Shall provide the necessary office space and support staff, if applicable, that it would provide to its own inspector or plan reviewer for the period of this agreement;

Accept responsibility for overview for compliance with federal, state or local laws and regulations related to the work performed by each party to this agreement; and

Submit invoices to the Community Development Director on a monthly basis that includes hours worked, current rate of pay, work performed and mileage. Invoices shall include work performed within the previous 60 days.

#### 2. Responsibilities of Party Providing Protective Inspection Services

Be responsible for vehicle insurance, fuel and maintenance, if a City vehicle is required;

Inform the receiving party in cases where "borrowed" staff is unavailable; and

Not delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing.

3. Both Parties

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a part of this agreement. If either party withdraws from the Washington Cities Insurance Authority, that party shall deliver a certificate of insurance showing compliance with this section.

Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Agreement Changes, Modifications and Amendments

Subject to the termination provisions below and the availability of funding, this Agreement may be renewed for future services, if approved by both Washougal and Camas City Councils.

Disputes

In the event of dispute between the cities regarding services to be provided under this Agreement, an attempt should be made by Mayors of each city to meet informally and to try and resolve the dispute.

Any dispute not resolved by the Mayors may be submitted to mediation and if still not resolved, may be submitted to binding arbitration upon agreement of the parties hereto or at the option of either party may be submitted for judicial resolution.

Severability

If any provision of this Agreement or provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

Termination

This agreement shall remain in force until cancelled by either party in writing.

Either party may terminate this Agreement upon 30-days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Effective Date

The effective date of this Agreement shall be upon the signature of the Mayor of each city and the filing of the Agreement with the County Auditor or alternatively, listed by subject on each city's website or other electronically retrievable public source.

APPROVED, CITY OF WASHOUGAL:

APPROVED, CITY OF CAMAS:

  
\_\_\_\_\_  
Sean Guard                      Date  
Mayor                              6/21/10

  
\_\_\_\_\_  
Paul Dennis                      Date  
Mayor                              6/8/10