

**INTER-LOCAL AGREEMENT FOR SERVICES  
BETWEEN**

**City of La Center**  
214 E 4<sup>th</sup> Street  
La Center, WA 98629

Phone 360.263.7665  
Fax 360.263.7666

AND

**City of Woodland**  
230 Davidson Ave  
PO Box 9  
Woodland, WA 98674

Phone: 360-225-8281  
Fax:

Inter-Local Agreement Period  
Beginning: January 1, 2009  
Ending: December 31, 2009

**Inter-Local Agreement No.: 002-2009**

Building Plan Review and Inspection Services

Estimate for services: \$46,184/  
annum. (Estimate) 800 hours x  
\$57.73/hr = \$46,184

La Center - Contact Person(s)  
Contact: Jeffrey Sarvis 360-263-7661  
Fiscal: Suzanne Levis 360-263-8663

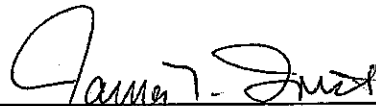
Woodland - Contact Person(s)  
Contact: Steve Branz 360-225-7999  
Fiscal:

This Inter-Local Agreement consists of the following exhibits:  
• Special Terms and Conditions

The City of La Center and the City of Woodland agree to the terms and conditions of this Inter-Local Agreement and its exhibits as listed above by signing below:

CITY OF LA CENTER, WASHINGTON,


CITY OF WOODLAND, WASHINGTON,

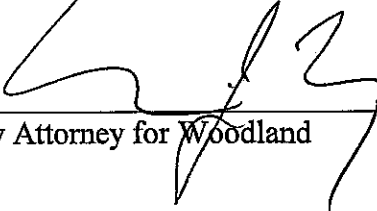
By:   
James T. Irish, Mayor

by:   
Mayor

Approved as to form:

Approved as to form:

By:   
City Attorney for La Center

by:   
City Attorney for Woodland

## SPECIAL TERMS AND CONDITIONS

### I. PURPOSE AND BACKGROUND

- A. This is an Inter-Local Agreement entered into under the authority of the Inter-Local Cooperation Act, RCW 39.34, between the Cities of La Center and Woodland, Washington, municipal corporation non-charter "code" cities in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Inter-Local Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VII. (Duration of Agreement). Its method of termination is set forth in Article VIII (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV (Compensation) and Article V (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City of La Center by and through its Public Works Department (hereinafter "La Center") operates a building department.
- D. The City of Woodland (hereinafter "Woodland") desires to utilize the available services of La Center.
- E. The purpose of this Agreement is to provide for the utilization of La Centers' building services by Woodland.
- F. La Center and Woodland desire to reduce to writing their understanding related to the provision and utilization of La Center services.
- G. Woodland requests the assistance of La Center in order to obtain building services for the following type of representative tasks:
  - Perform plan review and inspections to verify conformance with applicable State of Washington/International Building Code Council Building Codes as adopted and their related standards and Jurisdiction Titles relative to commercial and residential construction.
- H. At anytime prior to the date of expiration, the dollar amount limitations, duration or other elements of this Inter-agency Agreement may be modified at the request of either party, provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Inter-Local Agreement.

## **II. LA CENTER AGREES TO:**

- A. Work with Woodland to schedule building services for the completion of certain representative projects and tasks as set forth in Article I section G. La Center will provide building services on a year-round basis subject to the exception of official holidays recognized by La Center, inclement weather limitations, and unforeseen illness'. To the greatest extent possible La Center will respond to Woodland's requests for building services and not necessarily be limited to the types of tasks set forth in Article I section G.
- B. For any Woodland project covered under this inter-local Agreement assign only those La Center personnel with the credentials and expertise to perform the work.
- C. Provide Transportation, adequate work space, tools, equipment and materials as needed to complete work in an efficient and professional manner.
- D. At its sole expense, provide its employees with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons or death.
- E. Except as referenced in Article III section C below, provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to La Center employees. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for La Center, or an exposure to risk be unacceptable, at its own discretion, La Center reserves the right to reject that project in whole or part. La Center will make every reasonable effort to convey workplace safety issues to Woodland and find suitable means to avoid exposure to safety hazards.

## **III. WOODLAND AGREES TO:**

- A. Provide La Center with timely notification and requests for specific tasks, concerns, problems or hazards as they relate to work projects or tasks.
- B. Where appropriate make timely arrangements for plan reviews, inspections, and/or any other duties related to building services.
- C. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and or permission/authorizations). Acquiring and maintaining and permits and/or permit authorizations relating to project operations and La Center employees activities on any project will be the sole responsibility of Woodland and will be at Woodland's sole expense.
- D. In the accomplishment of tasks or projects assigned, share with La Center a mutual concern about achieving satisfactory performance from La Center employees. To that end, Woodland will utilize the procedure outlined in Article III section E below to resolve issues relating to performance.

- E. If there are performance concerns relating to La Center employees that cannot be resolved directly or immediately, then Woodlands next step in resolving the issue, is to direct that concern in a timely fashion to the La Center Public Works Director.

#### **IV. COMPENSATION**

- A. La Center will be compensated for services provided under this Inter-local Agreement at the rate of \$57.73 per hour exclusive of any applicable taxes. Exclusive of any applicable taxes, this Agreement authorizes an amount of up to 800 hours, or up to \$46,184 per calendar year. La Center may not exceed the aforementioned dollar limitations without executing an agreement amendment pursuant to Article IX below. Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining days available under this Agreement will be reduced so that original budget of \$46,184 is not exceeded.
- C. In the event there is an increase in the hourly rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of days so that original budget is not exceeded or (ii) maintaining the number of days and increasing the amount of the compensation to account for the increase in the daily rate. La Center will process a contract modification according to the respective procedural requirements outlined in Article IX below.
- D. Subject to availability and the terms herein, Woodland may utilize the services of La Center at its own discretion. Beyond a day-by-day request and dispatch, Woodland is not obligated to utilize any specific amount of any particular service. Beyond a day-by-day availability assessment, La Center is not obligated to provide any specific amount of any particular service. While it is not a requirement herein, the parties also recognize that planning for and committing to a regular work schedule will improve building service availability.
- E. Woodland will pay properly documented invoices within 45 days of the receipt of the invoice.
- F. Woodland has provided budgetary authority to compensate La Center at or within the aforementioned dollar limits. If Woodland budgetary authority relating to this Agreement changes over the term, Woodland may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article IX below.

#### **V. BILLING METHOD AND PROCESS**

- A. La Center will bill/invoice Woodland for charges on a monthly basis.

- B. The billing invoice will identify the dates and the actual hours worked and include the amount due for that billing period.
- C. The monthly billing invoice from La Center to Woodland will include sufficient backup documentation to verify the actual accomplishments for the billing period and include an indication (via signature) that the Public Works Director has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever La Center tracking system employs.
- D. La Center will provide for its part in the timely processing of billing invoices. La Center processes its billing invoices internally, and then forwards them on to the accounts receivable department. The accounts receivable department in turn will send the billing invoice to Woodland for payment. Any inquiries regarding a particular billing invoice should be directed to the Contact person as indicated on the Inter-Local Agreement's face sheet.

## **VI. INDEMNIFICATION**

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Inter-Local Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents.

## **VII. DURATION OF AGREEMENT**

This agreement begins on January 1, 2009 and is in effect until December 31, 2009.

## **VIII. TERMINATION**

La Center or Woodland may terminate this Inter-Local Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Inter-Local Agreement at least thirty (30) days prior to the date of termination.

## **IX. AMENDMENT**

The provisions of this Inter-Local Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Inter-Local Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

## **X. RATIFICATION**

Acts taken in conformity with this Inter-Local Agreement prior to its execution are hereby ratified and affirmed.

## **XI. SEVERABILITY**

If any section or part of this Inter-Local Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Inter-Local Agreement.

## **XII. ENTIRE CONTRACT**

The parties agree that this Inter-Local Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Inter-Local Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Inter-Local Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Inter-Local Agreement does not constitute a waiver of the provisions of this Inter-Local Agreement.