

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, upon the dates stated below by and between the CITY OF WESTPORT, a municipal corporation of the State of Washington (hereinafter referred to as "Westport"), and the CITY OF HOQUIAM, a municipal corporation of the State of Washington (hereinafter referred to as "Hoquiam").

RECITALS

1. Both Parties are municipal corporations organized under Title 35A of the Revised Code of Washington.
 2. As such, they are each authorized to enter into interlocal agreements under the provisions of RCW 39.34.
 3. Hoquiam has on staff full-time building inspectors. Westport currently does not have a full-time building inspector on staff.
 4. The Parties wish to enter in agreement under which Hoquiam will provide services, including staffing and equipment, necessary to carry out certain building inspections to Westport.
- NOW, THEREFORE, in consideration of their mutual covenants, conditions, and promises, THE PARTIES AGREE as follows:

1. SERVICES TO BE PROVIDED: Upon request and upon such schedule of performance as the Parties agree upon, Hoquiam shall provide the services of its Building Inspector(s) as may be requested by Westport and agreed to by Hoquiam.

A. The actual amounts to be paid by Westport shall reflect an amount determined by multiplying the hourly rate of a Hoquiam building inspector who provides services to Westport, including the costs of salary and benefits, by the hours actually utilized by the building inspector in carrying forth the requested services, plus mileage at the rate set by the Internal Revenue Service (currently, 56 cents per mile).

2. INSURANCE: Each party shall be responsible for maintaining, during the term of this Agreement and at their respective sole cost and expense, public liability insurance, including automobile and property damage, insuring against loss or liability for damage for personal injury, death, or property damage arising out of or in connection with the performance by the respective parties of its obligations hereunder, with minimum liability limits of \$1000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.. It is

acknowledged that, at this time, both Parties are insured, through membership in the Washington Cities Insurance Authority.

2.1. Comprehensive public liability insurance, including automobile and property damage, insuring against loss or liability for damages for personal injury, death, or property damage arising out of or in connection with the performance by the respective Parties of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death, or property damage in any one occurrence.

2.2. Such workmen's compensation and other similar insurance as maybe required by law.

3. INDEMNIFICATION: . Each Party shall indemnify and hold the other Party and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with, or incident to the execution of this Agreement and/or the other Party's performance or failure to perform any aspect of this Agreement; PROVIDED, HOWEVER, that if such claims are caused by or result from the concurrent negligence of the other Party, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the respective Parties: PROVIDED FURTHER, that nothing herein shall require either Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the other Party, its agents, employees, and/or officers. No liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

4. WAIVER OF SUBROGATION: The Parties hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by perils which are insured against under insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Parties or releasing a party from any liability arising under the provisions of Section 3.

5. COMPLIANCE WITH REGULATIONS AND LAWS: The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. These shall include, but are not limited to, any laws, rules, or regulations relating to the performance of the work to be carried out under the initial understanding or any addendum subsequently entered into, whether issued by the State Department of Labor & Industries or any other federal or state entity.

6. ASSIGNMENT: Neither Party shall assign this Agreement or any interest, obligation, right, or duty therein without the express written consent of the other party.

7. LEGAL FEES & COSTS: If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

8. NOTICES:

8.1. If either Party believes the other Party to be in violation of any provision of this agreement, it shall give the other party written notice setting forth the specific violation or non-compliance. The Party receiving the notice shall have ten business days after receipt of the notice either to correct such violation or non-compliance or to respond in writing setting forth its response to such notice. In the event of the failure to timely correct or for the Parties to agree that a mutually agreed upon resolution has been achieved, either party may give notice to terminate this contract. The notice shall be effective thirty days after the date of its giving.

8.2. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

9. TERMINATION: Either Party may terminate this agreement by providing five (5) days advance written notice to the other party. Notices provided herein shall be made to the person and address indicated below:

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CITY OF WESTPORT:

CITY OF HOQUIAM:

Randy Lewis
Westport City Administrator
P.O. Box 505
Westport, WA 98595

Brian Shay
Hoquiam City Administrator 609
8th Street
Hoquiam, WA 98550

9. NONDISCRIMINATION: Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap be discriminated against or receive discriminatory treatment by reason thereof

10. GENERAL PROVISIONS:

10.1. All of the terms, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

10.2. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Grays Harbor County, Washington.

10.3. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

10.4. No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth herein above.

10.5. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

10.6. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

10.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Montesano shall have the right to terminate the Agreement.

10.8. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No

modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

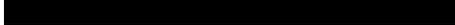
EXECUTED IN DUPLICATE COPIES UPON THE DATE STATED BELOW.

Dated: _ / 7/10, 2014

CITY OF HOQTAM:



ATTEST:

MIKE FOLKE finance Director

Dated: _____ ° I 3 _____, 2014

CITY OF STPORT:



ATTEST:

MARGO CKETT City Clerk

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01/08/14