

**INTERLOCAL AGREEMENT FOR VEHICLE SERVICES
BETWEEN THE TOWN OF PE ELL, WASHINGTON AND
THE CITY OF CENTRALIA, WASHINGTON**

THIS AGREEMENT is made and entered into this 10 day of NOV, 2015, by and between the **TOWN OF PE ELL, WASHINGTON**, a municipal corporation, hereinafter referred to as "Pe Ell", and the **CITY OF CENTRALIA, WASHINGTON**, a municipal corporation, hereinafter referred to as "Centralia," and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Pe Ell Marshal's Office does not have services for the install/removal of patrol car emergency equipment, lighting systems and consoles; and

WHEREAS, Centralia has the skills and ability to install/remove said patrol car emergency equipment, lighting systems and consoles; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, both Pe Ell and Centralia agree to the rates for patrol car services at \$68.00 per hour;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

Purpose: The purpose of this agreement is to establish a mutual Agreement to authorize the City of Centralia to perform the above stated work on Pe Ell Marshal's Office patrol cars.

The Parties agree to the following duties and responsibilities:

1. Centralia will provide all tools and qualified manpower necessary to install patrol car equipment.
2. Pe Ell will provide lighting, consoles and other equipment necessary unless otherwise mutually agreed upon.
3. Centralia to invoice the Town of Pe Ell for costs of installation/removal of equipment.
4. Pe Ell will deliver and pick up patrol cars serviced under this agreement.

5. Centralia to guarantee work is completed in a timely manner and that any problems arising from an improper or inadequate installation are repaired at no cost to the Town of Pe Ell. Centralia shall have priority when conflicts involving scheduling arise.

Representation, Warranties, and Indemnities:

- A. Pe Ell represents and warrants to Centralia that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Centralia represents and warrants to Pe Ell that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. The Parties agree to the rates for service at fair market value of \$68.00 per hour.
- D. It is understood and agreed between the Parties hereto that both cities agree to protect, defend, indemnify and hold harmless, its council, agents, departments, employees and volunteers against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by the Parties, except insofar as any obligation or responsibility imposed upon the Parties by statute. Centralia and Pe Ell have negotiated and expressly waive any immunity that may be granted it under the Washington Industrial Insurance Act.

Duration of Agreement. This Agreement will expire December 31, 2017, unless otherwise terminated.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party thirty days (30) prior to the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real property other than as specifically provided within the terms of this Agreement anticipated. Pe Ell shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any lawsuit or legal action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Lewis County, Washington.

Notices. All notices and demands shall be in writing and set to the parties hereto at their address as follows:

To Pe Ell: Patricia Grandmaison
Town Clerk
POB 215
Pe Ell, Washington 98572

Legal Notice to Centralia:
Deena Bilodeau
City Clerk
POB 609/118 W. Maple
Centralia, Washington 98531

Contact for Centralia:
Kahle Jennings
Director of Public Works
POB 609/118 W. Maple
Centralia, WA 98531

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

Evidence of Authority. Upon execution of this Agreement, both Parties shall provide a copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2).

IN WITNESS WHEREOF said Parties have caused this Agreement to be signed by the duly authorized officials and shall take effect on the date as indicated on the Agreement.

EXECUTED IN DUPLICATE on the date and year first above written.

TOWN OF PE ELL, WASHINGTON

By: Joe Wilby

Name: LOWIE WILBY

Title: MAYOR

Attest:

Town Clerk: Patricia Grandmason

Date: 12-3-15

Approved as to form:

Town Attorney: [Signature]

Date: 12-3-15

CITY OF CENTRALIA, WASHINGTON

By: [Signature]

Name: Rob Hill

Title: City Manager

Attest:

City Clerk: Wleena Prosdorn

Date: 11-10-15

Approved as to form:

City Attorney: [Signature]

Date: 11-12-15

AFTER RECORDING RETURN TO:

CITY OF CENTRALIA
118 W MAPLE
CENTRALIA, WASHINGTON 98531

PLEASE PRINT OR TYPE ALL INFORMATION

DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):
INTERLOCAL AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:
N/A

GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):
CENTRALIA, CITY OF

GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):
TOWN OF PE ELL

ADDITIONAL NAMES LISTED ON PAGE N/A OF DOCUMENT.

LEGAL DESCRIPTION (ABBREVIATED: i.e. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE):
N/A

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE N/A OF DOCUMENT.

ASSESSORS TAX PARCEL NUMBER(S):
N/A

STREET ADDRESS: N/A

DOCUMENT CONSISTS OF 6 PAGES, INCLUDING THIS COVER SHEET

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM.
THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR
COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL
FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING
PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART
OF THE TEXT OF THE ORIGINAL DOCUMENT.

Sue Sherwood
SIGNATURE