**INTERLOCAL AGREEMENT**

**Engineering Services Agreement**

THIS AGREEMENT is made and entered into by and between, Garfield County, a political subdivision of the State of Washington, hereinafter referred to as “the County,” and the City of Pomeroy, a Municipal Corporation of the State of Washington, hereinafter referred to as “the City.”

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows, subject to the terms and conditions set forth below:

* 1. The County hereby agrees to provide “**engineering services**” to the City as an independent contractor on an as needed basis. For purposes of this agreement, “engineering services” shall mean providing all services, supplies, labor, material and supervision necessary to perform bridge inspections, design engineering services and construction engineering services.
  2. The City shall provide a written request to the County for “engineering services” on a project by project basis. All requests are subject to the approval of the Board of County Commissioners.
  3. The County shall provide either a response that the County is unable to perform such services requested or provide a project specific scope of work, engineer’s estimate and schedule for review and consideration by both the City and Board of County Commissioners.
  4. The County shall bill the City for services rendered based on actual costs of labor, equipment and materials. Work that is performed outside of regular work hours by exempt salaried employees will be billed on straight time with no allowances for fringe benefits, overtime or overhead. Work that is performed outside of regular work hours by hourly employees will be billed on a time and a half basis and as per Garfield County personnel policy. Work that is performed during regular work hours will be billed out at regular time subject to all fringe and benefits as per Garfield County personnel policy.
  5. The City agrees to reimburse the county for services provided as stipulated above within thirty (30) days of being billed.
  6. Termination

1. Termination without Cause. Either party may terminate this agreement at any

time without cause by providing at least fifteen (15) days advance notice of termination in writing to the other party. Any termination without cause shall be effective 15 days following such notice.

1. Termination for Cause. In the event either party fails to adequately and

satisfactorily comply with all terms and requirements of this agreement, the other party, at its option, may immediately terminate this agreement. It is recognized that building inspection services have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this agreement. Therefore, the right to terminate for cause and without advance notice is an important provision of this agreement, related to public health, safety and welfare.

The failure of the election of a party not to terminate this agreement in the event of one or more breaches or defaults shall not constitute a waiver of the right to terminate this agreement in the event of future or additional breach or default.

1. The parties specifically agree that the County is an independent entity and not an employee of the City. The County shall use its own employees, personnel, building space, equipment and facilities for performing this agreement. The County shall be responsible for any, employee benefits, taxes, industrial insurance, social security, and unemployment insurance for its employees.
2. The County covenants and agrees to defend and hold the City harmless from and against all claims, causes of actions, liabilities and judgments which arise or result from the gross negligence of the County or County’s employees. The City covenants and agrees to defend and hold the County harmless from and against all claims, causes of actions, liabilities and judgments which arise or result from any acts or omissions of the City or City’s employees.
3. The County shall not assign or sub-contract this agreement or any portion of agreement without the prior written consent of the City.
4. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This agreement may not be amended, modified or changed in any respect, except in writing signed by both parties.
5. The parties agree that this is not an exclusive service contract. The County may provide similar or compatible service to other entities; provided that the County must at all times fulfill obligations and duties and meet the standards established in this agreement.
6. The County will file this agreement with the Auditor of Garfield County.
7. Public Records Act and other Laws. The parties agree to comply with the Public Records Acts and all other local, state and federal laws, rules and regulations.
8. County will not follow, use and/or enforce any law that it believes to be null, void, voidable, illegal, discriminatory or unconstitutional.
9. Severability. The provisions of this cooperative management agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this agreement.
10. This agreement shall be in full effect upon such time that all parties agree and fully executes said agreement. This agreement shall remain in full effect until such time either party terminates or amends this agreement.

IN WITNESS WHEREOF, this Interlocal Agreement is adopted this 7th day of January, 2014.

**County of Garfield City of Pomeroy**

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Chairman, Bd of Co Commissioners Mayor of City of Pomeroy

**ATTEST: ATTEST:**

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Donna Deal, Clerk of the Board Shaun Martin, City Clerk

**APPROVED AS TO FORM**

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Matt Newberg, Prosecuting Attorney