

**RESOLUTION NO. 1426**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF DAYTON AND COLUMBIA COUNTY FOR GENERAL SERVICES  
RELATED TO PUBLIC WORKS**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, City of Dayton, Washington, a political subdivision of the State of Washington, and Columbia County are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, City of Dayton and Columbia County desire to set forth terms and conditions under which the City and County may provide general services related to public works.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES** as follows:

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Cooperative Agreement for general service related to public works with Columbia County in the form attached hereto as Exhibit "A."

**Section 2.** That the Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 30 day of July, 2020.

CITY OF DAYTON

  
Zac Weatherford, Mayor

Attest/Authenticate:



Trina Cole, City Administrator

Approved as to form:



Quinn Plant, City Attorney

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN COLUMBIA COUNTY AND CITY OF DAYTON  
FOR GENERAL SERVICES RELATED TO PUBLIC WORKS

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between Columbia County (hereinafter "County") with its principal offices located at 415 N Guernsey Ave, Dayton, WA, 99328, by and for the Columbia County Public Works Department and the City of Dayton (hereinafter "City"), with its principal offices located at 111 S. 1<sup>st</sup> Street, Dayton, WA 99328, by and for the City of Dayton Public Works Department pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **Authority.** Chapter 39.34 RCW provides for any power or powers, privileges or authority exercised or capable of exercise by any agency, political subdivision or unit of local government of this state to be exercised and enjoyed jointly with any other public agency of this state, and jointly with any public agency of any other state or of the United States. Specifically, RCW 39.34.080 allows for local government entities to contract with one another for the performance of government services which both entities are authorized to perform.
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the City and County may provide the following services to the other party:
  - a. Extending contracts for purchasing of goods and services;
  - b. Selling equipment or materials; or
  - c. Furnishing equipment and public works-related services.

Services rendered shall be with the coordination of both governing parties' respective Public Works Departments and to the extent permitted by law.

3. **Administration and Organization.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating tasks and monitoring performance under this Agreement. IN the event such representatives are changed, the party making the change shall notify the other party.

County's representative shall be the Columbia County Public Works Director or his/her authorized designee.

City's representative shall be the Mayor or his/her authorized designee.

This Agreement is entered into pursuant to RCW 39.34.080 as an interlocal agreement between the parties for the performance of government services which both the County and City are authorized by law to perform.



This Agreement shall provide for the use of labor, equipment and materials of one agency to perform work for the other agency. The exact scope of each task shall be defined through individual written task orders approved by both agencies as a supplement attached hereto and incorporated herein to this Agreement by reference.

A copy of this interlocal agreement shall be filed with the Columbia County Auditor, or posted on the City or County's website as provided by RCW 39.34.

4. **Duration of Agreement.** This Agreement shall be for a period of two years from the date upon which it is fully executed, unless terminated pursuant to section 5.
5. **Termination.** Either party may terminate this agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the date of termination. Within thirty (30) days of the effective termination date, a final certified statement of costs incurred shall be submitted for all services. The amount shall be paid within thirty (30) days of billing.
6. **Use of Purchasing Contracts.** Each party, in contracting for the purchase of goods and services, agrees to extend said contracts to the other to the extent permitted by law and agreed upon by the parties. Each party accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of themselves. Purchases shall be effected by purchase order from the purchasing party directly to the vendor or party contracting to furnish goods or services. Payment shall not be passed from one agency through the other agency for forwarding to the vendor or furnisher of goods or services. Neither party accepts responsibility for the performance of any purchasing contract they extend to the other. Neither party accepts responsibility to pay for goods or services purchased by the other. Each party reserves the right to exclude the other from any particular purchasing contract with or without notice to the other. Each party reserves the right to contract independently for the purchase of any goods or services with or without notice to the other.
7. **Selling Equipment or Materials.** Each party may sell equipment or materials to the other to the extent permitted by law and agreed upon by the parties.
8. **Furnishing Equipment and Public Works-Related Services.** Each party may furnish, upon its sole discretion, equipment and services as each party deems appropriate. Provision of furnishing equipment and services must be requested and approved in writing by both parties. The approval shall include documentation that outlines the costs, rate limits or such other information as to define the financial scope of the work.

Work will be completed in accordance with the standards and specifications agreed to in the provisions for furnishing equipment and services.

No fixed assets, or personal or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

Either party or its designee may conduct on-site inspections to determine whether equipment is being used in a manner acceptable to the party loaning the equipment and with federal, state and local laws, rules, regulations and ordinances.

It is hereby understood that the party furnishing goods and services shall be reimbursed for labor, equipment, materials and other related expenses as applicable at its adopted usual and customary rates.

- 9. Compensation.** City hereby agrees to reimburse County for the costs of the services or work performed based on actual cost. Labor; equipment rental; engineering; and/or materials used in the maintenance work involved; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition therein, ten (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that County shall submit to City a statement of the costs and within ninety (90) days thereafter City shall pay to County the amount of said statement.

County hereby agrees to reimburse City for the costs of the services or work performed based on actual cost. Labor; equipment rental; engineering; and/or materials used in the maintenance work involved; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition therein, ten (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that City shall submit to County a statement of the costs and within ninety (90) days thereafter County shall pay to City the amount of said statement.

- 10. Compliance with All Laws.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitations, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 11. Maintenance and Audit of Records.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington state law.
- 12. Indemnification/Hold Harmless.**



Each party to this agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A party shall provide proof of such insurance coverage upon demand by the other party.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

In any and all claims against the City, its officers, officials, employees and agents by any employee of the County or a County subcontractor, agent or representative, the indemnification obligation under this section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the County or the County's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the County expressly waives any immunity the County might have had under such laws. By executing this Agreement, the County acknowledges that the foregoing waiver has been mutually negotiated by the parties.

- 13. Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Columbia County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 14. Disputes.** Any dispute will be first discussed between the County Engineers or Directors of Public Works, or their delegate(s), and a third party chosen by the two engineers/public works directors to see if a resolution can be reached. This group may suggest mediation.
- 15. Mediation.** The parties may engage in mediation at any time to resolve disputes. The site of any non-judicial hearing or action, of whatever nature or kind regarding this Agreement, will be conducted in Dayton, Washington, unless otherwise agreed by the parties.

**16. Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, mediation or other proceeding.

**17. Changes, Modifications, Amendments and Waivers.** This Agreement may be changed, modified, amended or waived only by formal written agreement signed by the duly authorized representatives. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**18. Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontracting, or other means, except via written amendment. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

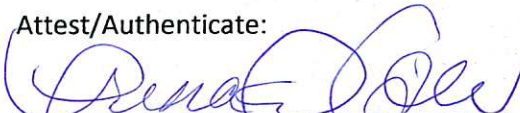
**19. Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**20. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

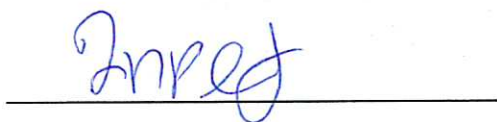
City of Dayton

  
Mayor

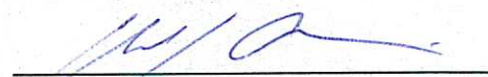
Attest/Authenticate:

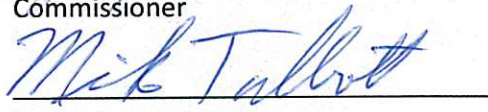
  
City Administrator

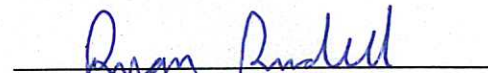
Approved as to form:



Columbia County

  
Commissioner

  
Commissioner

  
Commissioner



