

RESOLUTION NO. 1481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A INTERLOCAL AGREEMENT FOR STREET LEAF SWEEPING/VACUUME SERVICES WITH THE CITY OF POMEROY

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, the City of Dayton and the City of Pomeroy have negotiated an agreement with the City of Dayton to provide Street Leaf Sweeping Services to the City of Pomeroy. City of Dayton shall be paid mileage rate of .56 per mile and a price of \$1,175.00 per day which includes equipment and labor charges, for this service within the limits of City of Pomeroy and;

WHEREAS, the City Council finds and determines that entering into said agreement with the City of Pomeroy is in the best interest of the reidenst of both the City of Dayton and the City of Pomeroy and will promote the general helath, saftey and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:


Section 1. Agreement .The Mayor of the City of Dayton, Washington, is hereby authorized to execute Interlocal Agreement with the City of Pomeroy for Street Leaf Sweeping /Vacuum Service, attached here to.

Section 2. Implementation. 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.

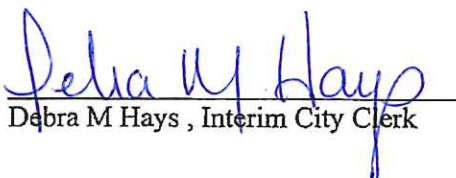
Section 3. Effective Date That this Resolution shall take effect and be in full force upon passage and signatures here on .

Dated and signed this 10th day of November, 2021

City of Dayton


Mayor Zac Weatherford

Attest/Authenticate:


Debra M Hays , Interim City Clerk

Approved as to form :



Quinn Plant, City Attorney

INTERLOCAL AGREEMENT

Street Leaf Sweeping/Vacuum Services

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

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:

1. **Description of Work:** Subject to the terms and conditions set forth below, Dayton hereby agrees To provide street leaf sweeping/vacuuming services for Pomeroy as an independent contractor. For purposes of this agreement, "street leaf sweeping and vacuuming services" shall mean providing all services, supplies, labor, materials (with Pomeroy's supervision) necessary to perform street leaf clean-up and vacuuming by the Dayton, and to administer these duties, within the limits of the city of Pomeroy, Washington.

Dayton shall begin providing street leaf sweeping and vacuuming services, labor and equipment, pursuant to this agreement at an agreed-upon date satisfactory to both Dayton and Pomeroy. This agreement shall continue in force and effect until December 31, 2021, after which time the agreement shall be terminated. Continuation and extension of the term of this agreement requires that each party adopt a resolution to continue this agreement for an additional one-year term. Such resolution, to be effective, shall be adopted during the last two calendar months of the then current term of this agreement. This agreement may be continued and extended for successive two-month terms: provided that, in any event, this agreement shall not be extended after its expiration in the year 2021 without approval by both Dayton and Pomeroy's Mayors respectively. Dayton shall be paid for mileage rate of **.56 per mile**, along with the equipment and labor charges of **\$1,175.00** (one thousand One Hundred Seventy-Five dollars) **per day** necessary to complete this work in one payment pursuant to this agreement.

2. Termination

A. Termination without Cause. Either party may terminate this agreement at any time without cause by providing at least 14 (fourteen) days advance notice of termination in writing to the other party. Any termination without cause shall not be effective until a date at least sixty (60) days after the written notice of termination is delivered to the other party.

B. 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 street leaf sweeping, and vacuuming have a direct and immediate relation to public health, safety 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.

3. The parties specifically agree that Dayton is an independent city and not an employee of Pomeroy. Dayton shall use its own employees and equipment for performing the work stated in this agreement. In providing performance under this agreement, Dayton shall not be under the supervision or control of the Pomeroy, but Pomeroy shall work with Dayton in a supportive capacity. Dayton shall be responsible for any, employee benefits, taxes, industrial insurance, social security, and unemployment insurance for its employees.

4. Dayton covenants and agrees to defend and hold Pomeroy harmless from and against all claims, causes of actions, liabilities and judgments which arise or result from any acts or omissions of Dayton or Pomeroy's employees. Dayton covenants and agrees to defend and hold Pomeroy harmless from and against all claims, causes of actions, liabilities and judgments which arise or result from any acts or omissions of the Pomeroy's employees.

5. Dayton shall not assign or sub-contract this agreement or any portion of agreement without the prior written consent of Pomeroy.

6. 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.

7. The parties agree that this is not an exclusive service contract. Dayton may provide similar or compatible service to other entities; provided that Dayton must at all times fulfill obligations and duties and meet the standards established in this agreement.

8. 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.

9. Dayton will not follow, use and/or enforce any law that it believes to be null, void, voidable, illegal, discriminatory or unconstitutional.

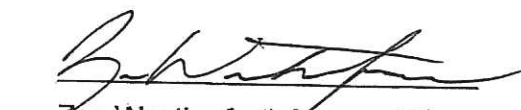
10. Severability. The provisions of this cooperative management agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this agreement.

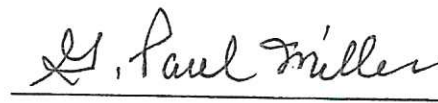
IN WITNESS WHEREOF, this Interlocal Agreement is adopted this

29th day of November, 2021.

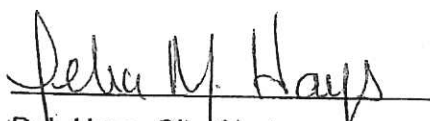
City of Dayton

City of Pomeroy



Zac Weatherford, Mayor of Dayton


G. Paul Miller, Mayor of City of Pomeroy

ATTEST:


Deb Hays, City Clerk

ATTEST:


Shaun Martin, City Clerk

Approved as to Form:

QNPED
Quinn Plant, City Attorney