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**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN GRANT COUNTY AND YAKIMA COUNTY
FOR GENERAL EQUIPMENT AND/OR SERVICES THROUGH DEPARTMENT OF
PUBLIC WORKS**

**YAKIMA COUNTY
PUBLIC WORKS ACCOUNTING**

THIS AGREEMENT is made and entered into by and between Grant County (Hereinafter "Grant") and Yakima County, (Hereinafter "Yakima") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

1.01 **PURPOSE.** *The purpose of this Agreement is to set forth the terms and conditions under which Grant or Yakima County will provide equipment and/or services through its Department of Public Works, as requested by either party in a manner convenient to the county providing the equipment or service. Either party to this agreement shall make a reasonable effort to assure the availability of equipment and/or services to the other party. PROVIDED: No new or separate legal or administrative entity is created by this Agreement.*

**ARTICLE II
ADMINISTRATION**

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

2.02 *Grant's representative shall be Public Works Director/County Engineer.*

2.03 *Yakima's representative shall be the County Engineer.*

**ARTICLE III
DURATION AND RENEWAL OF AGREEMENT**

3.01 **DURATION AND RENEWAL.** *This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party. Thereafter, this Agreement shall automatically renew annually on January 1st of each successive year unless terminated by either party.*

**ARTICLE IV
COMPENSATION TO THE COUNTY**

4.01 **COMPENSATION TO THE COUNTY.** Both parties hereby agree to reimburse the other for the costs of the work performed or equipment rented and shall be based on the actual cost of labor, equipment, 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. Also, an additional fifteen percent of the total costs shall be added for overhead expenses for accounting, billing and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount invoiced shall be paid within thirty (30) days after billing.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

- 5.01 **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 limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **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 subjected 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 law.
- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.
- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining

or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

- 5.06 **CONFLICT OF INTEREST.** *The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.*
- 5.07 **ASSIGNMENT AND SUBCONTRACTING:** *No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.*
- 5.08 **NOTICE:** *Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Yakima shall be to the County Engineer, 128 N. 2nd Street, Yakima, WA 98901 and to the Yakima County Commissioners, 128 N. 2nd Street, Yakima, WA 98901. Notice to Grant for all purposes under this Agreement shall be to the Public Works Director/County Engineer, 124 Enterprise St. SE, Ephrata, WA 98823.*

ARTICLE VI INDEMNIFICATION

- 6.01 **INDEMNIFICATION.** *Grant agrees to and shall defend, indemnify and hold harmless Yakima, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Yakima, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Grant, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Yakima, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Yakima by reason of entering into this contract, except as expressly provided herein.*

Yakima agrees to and shall defend, indemnify and hold harmless Grant, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Grant, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof,

whether such injury to persons or damage to property is due to the negligence of Yakima, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Grant, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Grant by reason of entering into this contract, except as expressly provided herein.

ARTICLE VII DISPUTES

- 7.01 **TIME.** Time is of the essence of this Agreement
- 7.02 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Yakima County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 7.03 **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, arbitration or proceeding.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** *The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by resolution of each party's legislative authority. 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.*
- 9.02 **ASSIGNMENT.** *Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.*
- 9.03 **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 which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.*
- 9.04 **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.*
- 9.05 **FILING.** *Pursuant to RCW 39.34.040, This Agreement shall be posted on Yakima's public website.*

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IN WITNESS WHEREOF, the parties have executed this Agreement this 17 day
of April, 2012

APPROVED:

BOARD OF COUNTY
COMMISSIONERS, GRANT
COUNTY, WASHINGTON

Richard Stevens

Richard Stevens, Chair
(Date 3-27-12)

Cindy Carter

Cindy Carter, Vice-Chair

Carolann Swartz

Carolann Swartz, Member

ATTEST:

Barbara J. Vasquez

Barbara J. Vasquez, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Dalton Lee Pence
Deputy Prosecuting Attorney

APPROVED:

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott

J. Rand Elliott, Chairman

Excused

Michael D. Leita, Commissioner

Kevin J. Bouchey

Kevin J. Bouchey, Commissioner

Attest: Tiera Girard, Clerk of the Board

Tiera L. Girard

BOCC266-2012

April 17, 2012



APPROVED AS TO FORM:

By: _____
Deputy Prosecuting Attorney