

FRANKLIN COUNTY
RESOLUTION NO. 2015-247

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL COOPERATIVE AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR GENERAL SERVICES THROUGH THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide 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, Franklin County and the City of Connell desire to provide services and/or equipment through the Department of Public Works; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners, hereby approves the attached Interlocal Cooperative Agreement between Franklin County and the City of Connell for General Services through the Department of Public Works.

Dated this 30th day of June 2015.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Brad Peck - Absent

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
FRANKLIN COUNTY AND CITY OF CONNELL
FOR GENERAL SERVICES**

THIS AGREEMENT is made and entered into by and between Franklin County (Hereinafter "Franklin") with its principal offices located at 1016 North 4th Avenue, Pasco, Washington, 99301 by and for the Franklin County Public Works Department, and City of Connell, (Hereinafter "Connell") with its principal offices located at 104 East Adam Street, Connell, Washington, 99326 by and for the City of Connell Public Works Department pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
AUTHORITY**

Chapter 39.34 RCW (short title: "Interlocal Cooperation Act") 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.

**ARTICLE II
PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which the City of Connell and Franklin County may provide services to the other party; services rendered shall be with the coordination of both governing parties' respective Public Works Departments.

**ARTICLE III
ADMINISTRATION AND ORGANIZATION**

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.

Franklin representative shall be the Public Works Director or his/her authorized designee. The County Administrator shall be the signing authority for Franklin for all task assignments pursuant to this Agreement.

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

This Agreement is entered into pursuant to RCW 39.34 as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal

Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

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

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party.

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 supplement attached hereto and incorporated herein to this Agreement by reference.

**ARTICLE V
COMPENSATION TO THE COUNTY**

Connell hereby agrees to reimburse Franklin for the costs of the work performed or equipment rented, based on actual cost. Actual cost of equipment shall be as determined by the Franklin's Equipment Revolving and Rental Rate for each such item used. Labor shall be based on the actual cost of labor, plus all costs for fringe benefits, including, but not limited to, Social Security, retirement, industrial insurance (Labor and Industries), prorated sick leave, holidays and vacation times, and group medical insurance. In addition, indirect costs shall be added for overhead expenses for accounting, billing and administrative services at the county's indirect rate used to bill for administration. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to the Franklin County Public Works Department within thirty (30) days of billing.

Franklin hereby agrees to reimburse Connell for the costs of the work performed by Connell, based on the actual cost of 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 Connell shall submit to Franklin a certified statement of the costs and within thirty (30) days thereafter Franklin shall pay to Connell the amount of said statement.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

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.

COMPLIANCE WITH STANDARDS AND SPECIFICATIONS. All work shall be completed per the standards and specifications of the party owning the respective property. If there is no local standard or specification for the work to be performed, the acting party shall comply with WSDOT standards and specifications. If there is no WSDOT standard or specification, the acting party may complete the work as it would to its own property.

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.

ON-SITE INSPECTIONS 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.

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.

IMPROPER INFLUENCE The parties acknowledge that RCW 42, the statute governing public employees' behavior, prohibits influencing the granting of contracts for personal gain.

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.

NOTICE Except as set forth elsewhere in this Agreement, except for service of process, notice to Franklin shall be to the County Engineer, Franklin County Public Works Department, Pasco, Washington 99301, and to the Franklin County Board of Commissioners, 1014 North Fourth Avenue, Pasco, Washington 99301. Notice to Connell for all purposes under this Agreement shall be to the Connell Director of Public Works, PO Box 1200, Connell, Washington 99336, and the Connell City Council, PO Box 1200, Connell, Washington 99326.

ARTICLE VII INDEMNIFICATION

Franklin agrees to and shall defend, indemnify, and hold harmless Connell, its appointed and elective officials, 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 the City, its elected or appointed officials, officers, 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, when such injury to persons or damage to property is due to the negligence of Franklin, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence Connell, its appointed or elected officials, officers, agents, or employees. IT is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

Connell agrees to and shall defend, indemnify, and hold harmless Franklin, 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 Franklin, 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 the property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Connell, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Franklin, its appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to Franklin by reason of entering into this contract, except as expressly provided herein.

ARTICLE VIII DISPUTES

GOVERNING LAW AND VENUE This Agreement shall be governed exclusively by the laws of the State of Washington. The Franklin County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

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.

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 Pasco, Washington, unless otherwise agreed by the parties.

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.

**ARTICLE IX
GENERAL PROVISIONS**

CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution by Franklin County'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.

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of Franklin's legislative authority, instead being adopted by signature of Franklin's County Administrator, per Article III – Administration and Organization.

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.

TERMINATION Any party 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 other party's last known address for the purposes of giving notice, per Article VI of this agreement, as hereafter amended. If the Agreement is 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 termination date. Within thirty (30) days of the effective termination date, a final certified statement of costs incurred shall be submitted for all services or equipment rental. The amount shall be paid to the Franklin County Public Works Department within thirty (30) days of billing.

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 condition of this Agreement are declared severable.

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.

FILING This Agreement shall be filed pursuant to RCW 39.34.040.

FRANKLIN COUNTY BOARD OF
COMMISSIONERS

Brad Peck - Absent

Chairman



Chairman Pro-tem



Member

CONNELL CITY COUNCIL



Mayor



Mayor Pro-tem



Councilmember



Councilmember

Councilmember

Councilmember

ATTEST:

By: 
Clerk of the Board

APPROVED AS TO FORM:

By: 
Deputy Prosecuting Attorney

ATTEST:

By: 
Clerk of the Board

APPROVED AS TO FORM:

By: 