

Resolution #565

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AFFIRMING THE TOWN'S PARTICIPATION IN AN INTERLOCAL AGREEMENT WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED "EMERGENCY MUTUAL AID ASSISTANCE AGREEMENT", PROVIDING FOR STAFF ASSISTANCE TO THE TOWN OF YACOLT ON A TEMPORARY BASIS

Whereas, the Town of Yacolt, Washington, (hereafter "*Town*" or "*Yacolt*"), is working to provide the essential administrative functions of the Town Clerk's Office on both a temporary and permanent basis;

Whereas, at its regular meeting held on December 18, 2017, the Town Council approved an interlocal agreement between Yacolt and the City of Battle Ground, Washington, entitled "Emergency Mutual Aid Assistance Agreement", (hereafter "*Interlocal Agreement*"), in which the City of Battle Ground agreed to provide temporary administrative staff assistance to the Town Clerk's Office;

Whereas, the Town Council desires to affirm its participation in the Interlocal Agreement by formal Resolution, and to verify that the Interlocal Agreement is intended by the Town to be treated as effective and enforceable from and including the date of its adoption and execution by the parties; and,

Whereas, the Town Council is in regular session this 2nd day of January, 2018, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1: The Town Council hereby affirms its formal approval of the Interlocal Agreement referenced above at its regular public meeting held on December 18, 2017. (A true and correct copy of the Interlocal Agreement is attached to this Resolution as Exhibit A).

Section 2: The Town Council hereby authorizes the Mayor to engage in further communications with the City of Battle Ground and other agencies as the Mayor deems appropriate to explore further amendments, changes, or agreements to provide administrative Clerk services needed by the Town.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 4: Effective Date. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. If published, the Town Clerk may use the following summary:

Town of Yacolt - Summary of Resolution #565

The Town Council of the Town of Yacolt adopted Resolution #565 at its regularly scheduled Town Council meeting held on January 2, 2018. The content of the Resolution

is summarized in its title as follows: "A Resolution of the Town Council of the Town of Yacolt, Washington, Affirming the Town's Participation in an Interlocal Agreement with the City of Battle Ground, Washington, Entitled "Emergency Mutual Aid Assistance Agreement", Providing for Staff Assistance to the Town of Yacolt on a Temporary Basis." The effective date of the Resolution is January 2, 2018.

A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 10th day of January, 2018.
Yacolt Town Clerk.

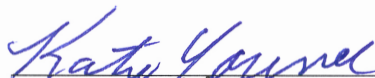
Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 2nd day of January, 2018.

TOWN OF YACOLT



Vince Myers, Mayor

Attest:


Town Clerk: Katie Younce

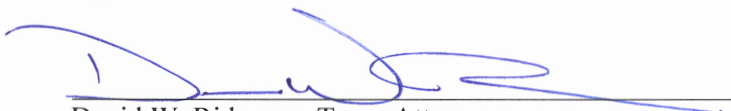
Ayes: Bryant, Boget, Noble, Maseley

Nays: _____

Abstain: _____

Absent: RoweTice

Approved as to Form:



David W. Ridenour, Town Attorney

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #565 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, Affirming the Town's Participation in an Interlocal Agreement with the City of Battle Ground, Washington, Entitled "Emergency Mutual Aid Assistance Agreement", Providing for Staff Assistance to the Town of Yacolt on a Temporary Basis" as approved according to law by the Town Council on the date therein mentioned.

Attest:

Katie Younce
Town Clerk: Katie Younce

Published: January 10, 2018
Effective Date: January 2, 2018
Resolution Number: 565

EMERGENCY MUTUAL AID ASSISTANCE AGREEMENT

Staff Assistance

City of Battle Ground, Washington and Town of Yacolt, Washington

THIS EMERGENCY MUTUAL AID ASSISTANCE AGREEMENT is entered into by and between the undersigned under the Washington Interlocal Cooperation Act, Chapter 39.34, RCW, in order to provide for the assistance of the Clerk/Treasurer by the City of Battle Ground to the Town of Yacolt.

WHEREAS, the Revised Code of Washington (RCW) 39.34 provides for the Washington Interlocal Cooperation Act; and

WHEREAS, RCW 35.27 prescribes the duties of the Town Clerk and Town Treasurer; and

WHEREAS, the Town of Yacolt is in the immediate need of emergency assistance to support the essential functions of the Clerk/Treasurer; and

WHEREAS, the City Manager of the City of Battle Ground is willing to provide assistance to the Town of Yacolt on a temporary emergency basis to assist in the essential functions of the Clerk/Treasurer of the Town of Yacolt.

THE UNDERSIGNED have made the following preliminary agreement.

1. **Effective Date and Duration.** This agreement shall be effective from December 12, 2017, until January 31, 2018.
2. **Purpose and Function.** The purpose of this Agreement is to provide for the emergency temporary assistance to the Town of Yacolt for the purpose of assisting the Clerk/Treasurer functions as prescribed bylaw.
 - a. The Town of Yacolt and the City of Battle Ground shall immediately and actively begin negotiations of an interlocal agreement providing for staff services provided by the City of Battle Ground to the Town of Yacolt and the reimbursement for the fair value of those services. The reimbursement of the fair value of services rendered shall be retroactive to the date of this Emergency Mutual Aid Assistance Agreement. In the event, no interlocal or subsequent agreement are entered, the Town of Yacolt remains obligated to reimburse the City of Battle Ground for the fair value of all services rendered under this agreement.

- b. Battle Ground City Manager shall direct selected City of Battle Ground employees to work with the Town of Yacolt to assess a scope of staff assistance needed to support the essential functions of the Town Clerk/Treasurer. During this assessment, selected City of Battle Ground employees may assist with supporting emergency essential functions of the Town Clerk/Treasurer as requested by the Town of Yacolt Mayor and approved by the Battle Ground City Manager.
 - c. City of Battle Ground employees shall retain all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation insurance, and other benefits available to them through their primary employer.
3. **Organization.** No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization of the parties. The Mayor of the Town of Yacolt and the Battle Ground City Manager shall administer the terms of the Agreement. In performance of the agreed duties under this Agreement, the selected Battle Ground employees will act exclusively as the agent of the Town of Yacolt and not as the agent of the City of Battle Ground. This Agreement is not intended to create, and should not be construed as creating, a relationship of principal and agent or master and servant between the City of Battle Ground and the Town of Yacolt, its elected officials, employees or agents
4. **Property.** No property, real or personal, is exchanged by this Agreement and except as provided herein, each party shall be responsible for the cost of its own supplies, property and equipment.
5. In consideration of the ceding of control by the City Manager of the City of Battle Ground, Yacolt assumes full and complete responsibility and liability for the performance of selected Battle Ground employees under this Agreement and, further, covenants and agrees, as follows:
 - a. To save and hold harmless and to fully indemnify the City of Battle Ground, Washington and the selected City of Battle Ground employees, together with any and all of their elected officials, respective principals, agents, employees, heirs, personal representatives, insurers, successors and assigns, of and from any and all claims, demands, damages, costs, attorneys' fees (including attorneys' fees allowable under 42 U.S.C. 1988), actions, suits, causes of action, or causes of suit, under any legal theory, whether known or unknown, regarding, or in any way related to their performance under this Agreement; and
 - b. To provide and maintain insurance, providing for the separate indemnification and defense of the City of Battle Ground for any expense or otherwise uninsured cost it may incur by virtue of this Agreement, or in any way related to its performance hereunder, including its insurance deductible or any other out-of-pocket cost, as reflected in a valid evidence of coverage letter from the Association of Washington Cities.
6. **Budget and Finance.** The Town of Yacolt will assume all costs and expenses, as set forth in paragraph (5) above.

7. **Media Relations.** The Mayor of the Town of Yacolt, as the agency with primary jurisdiction, or his authorized representative, shall be responsible for media relations for all matters arising under the terms of this Agreement, PROVIDED that the City of Battle Ground, through its administrative office, shall provide all reasonable assistance to the Town of Yacolt upon request.

8. **Dispute Resolution.** In the event any dispute arises regarding the performance or interpretation of this agreement that cannot be resolved by the City Manager of Battle Ground and the Mayor of the Town of Yacolt, then either party may request mediation of the dispute, with costs to be equally shared by the parties. In the event the non-requesting jurisdiction does not agree to participation in mediation, or in the event neither party agrees to participate in mediation, venue for the legal dispute shall be the Superior Court of Clark County, with costs, including reasonable attorney's fees, to be awarded to the prevailing party.

9. **Termination.** Any party may terminate participation hereunder by providing ten (10) days prior written notice to the other parties.


10. **Choice of Law.** The parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws and regulations and further, that this Agreement shall be construed according to the laws of the State of Washington and any action hereunder shall be heard in the Superior Court of Washington for Clark County.

TOWN OF YACOLT



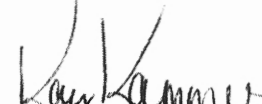
 Vince Myers, Mayor

CITY OF BATTLE GROUND



~~Jeffrey R. Swanson, City Manager~~ ^{ACTING}
 Robert K Richardson

ATTEST:




 Kay Kammer, City Clerk

APPROVED AS TO FORM:



 David Ridenour, Town Attorney

APPROVED AS TO FORM:



 Christine Hayes, City Attorney