

**Resolution #566**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON,  
ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT  
WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED “INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT  
FOR TEMPORARY ADMINISTRATIVE SERVICES”**

**Whereas**, the Town of Yacolt, Washington, (hereafter “*Town*” or “*Yacolt*”), does not currently have a Town Clerk in its employ, and 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 “*Emergency Agreement*”), in which the City of Battle Ground agreed to provide temporary administrative staff assistance to the Town;

**Whereas**, at its regular meeting held on January 2, 2018, the Town Council adopted Resolution #565 confirming the Town’s authorization and approval of the Emergency Agreement;

**Whereas**, at a special meeting held on January 8, 2018, the Town Council discussed the terms of its arrangement with the City of Battle Ground and representatives of the two communities agreed that a revised interlocal agreement should be prepared to better describe the obligations and agreements of the parties;

**Whereas**, the Town Council has reviewed the revised “Interlocal Agreement Between the City of Battle Ground and the Town of Yacolt for Temporary Administrative Services”, (hereafter “*Interlocal Agreement*”), attached hereto as Exhibit A, and believes that adoption of the Interlocal Agreement is in the best interests of the Town; and,

**Whereas**, the Town Council is in regular session this 16<sup>th</sup> 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: Adoption of Interlocal Agreement.** The Town Council hereby adopts and approves the “Interlocal Agreement Between the City of Battle Ground and the Town of Yacolt for Temporary Administrative Services”, a true and correct copy of which is attached to this Resolution as Exhibit A. The Town Council authorizes and directs the Mayor to execute the Interlocal Agreement and to deliver executed originals thereof to the City of Battle Ground in accordance with the terms of the Interlocal Agreement.

**Section 2: Filing of Agreement.** An executed original of the Interlocal Agreement shall be filed with the Clark County Auditor.

**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 #566**

The Town Council of the Town of Yacolt adopted Resolution #566 at its regularly scheduled Town Council meeting held on January 16, 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, ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED ‘INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES’”.

The Resolution adopts an Interlocal Agreement with the City of Battle Ground in which the City of Battle Ground agrees to provides periodic and temporary administrative staff support services to the Town of Yacolt at fixed hourly rates. The effective date of the Resolution is January 16, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Yacolt Town Clerk.

**Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 16<sup>th</sup> day of January, 2018.**

TOWN OF YACOLT

  
\_\_\_\_\_  
Vince Myers, Mayor

Attest:

  
\_\_\_\_\_  
Katie Younce, Acting Town Clerk

Ayes: Noble, Bryant, Boget

Nays: \_\_\_\_\_

Abstain: Rowe-Tice

Absent: \_\_\_\_\_

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 #566 of the Town of Yacolt, Washington, entitled A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED "INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES" as approved according to law by the Town Council on the date therein mentioned.

Attest:

\_\_\_\_\_  
Katie Younce, Acting Town Clerk

Published: \_\_\_\_\_  
Effective Date: January 16, 2018  
Resolution Number: 566

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES

**THIS INTERLOCAL AGREEMENT**, (“*Agreement*”), is made and entered into by and between the City of Battle Ground, a municipal corporation organized and existing under the laws of the State of Washington, (hereafter “*Battle Ground*”), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, (hereafter “*Yacolt*”). Battle Ground and Yacolt are hereafter also collectively referred to as the “*Parties*”.

### Recitals

Whereas, Yacolt recognizes its responsibility to provide the services of a Town Clerk and Town Treasurer pursuant to RCW 35.27, which offices have been combined pursuant to YMC 2.10.020;

Whereas, Yacolt seeks temporary assistance from Battle Ground to assist Yacolt in providing the essential functions of the office of Town Clerk;

Whereas, Battle Ground is willing and able to provide assistance to Yacolt on a temporary basis to assist Yacolt in fulfilling the essential functions of the Yacolt Town Clerk; and,

Whereas, the Parties desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act:

### Agreement

**NOW THEREFORE**, the Parties mutually agree as follows:

1. Services to be Provided. Yacolt may request from time to time that Battle Ground provide personnel to assist with supporting the functions and duties of the Yacolt Town Clerk. Such services may be provided from time to time upon approval by the Battle Ground City Manager. Yacolt agrees to pay Battle Ground for the services of Battle Ground’s personnel as described in this Agreement. 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.
  - a). Scope of Services. The support services provided by or to be provided by Battle Ground shall be limited to the following, unless the parties mutually agree in writing to modify this Scope of Service
    - 1). Answering questions and providing supportive services as the training and experience of the Battle Ground City Clerk permits.

- 2). Assisting with a recruitment process for a new Yacolt Town Clerk, excluding assistance with the background check portion of any such recruitment process.
  - b). Limitations on the Scope of Services. Battle Ground shall not provide any services related to any financial responsibilities of the Town of Yacolt including any financial related duties that may be attributed to the Yacolt Town Treasurer which have been attributed to the Yacolt Town Clerk pursuant to YMC 2.10.020. Other such excluded services shall include, but are not limited to, assistance with risk management, Town policies, ordinance publication and/or codification, human resource and/or other employment related issues, Interlocal Agreements, Town contracts, record management, Town Council, or any other services not specifically provided for herein. Battle Ground shall not provide any services outside of those services specifically provided for herein unless the parties mutually agree in writing otherwise.
  - c). Place of Work. Yacolt will provide workspace at its Town Hall for Battle Ground personnel to periodically conduct work requested and approved through this Agreement. The Parties further agree that support services may also be provided telephonically or by correspondence including e-mail correspondence. The Parties agree that the time spent by Battle Ground personnel providing services pursuant to this Agreement, regardless of the location of that work, and including reasonable travel time, shall be compensated by Yacolt under this Agreement.
2. Compensation for Services Provided. Yacolt agrees to pay Battle Ground for the fair value of services of its personnel based on the time worked and the applicable agreed hourly rate for each employee. The amount of time worked shall be calculated to the nearest 1/10<sup>th</sup> of an hour, (or six-minute increments). When travel is necessary for Battle Ground personnel to perform the support services requested, the amount of time worked shall include the total travel time to and from the Place of Work. Yacolt additionally agrees to pay Battle Ground the standard mileage rate as provided below for each mile traveled to and from the Place and Work.
- a). Hourly Rates. The hourly rate of compensation payable under this Agreement shall be as follows:
    - 1). Battle Ground City Clerk, Kay Kammer, (2017 rate): \$56.63.
    - 2). Battle Ground City Clerk, Kay Kammer, (2018 rate): \$57.74.
    - 3). Battle Ground Human Resource Manager, (2018 rate): \$50.29.
    - 4). Battle Ground Deputy City Clerk, (2018 rate): \$36.29.
    - 5). Other Battle Ground Personnel: *(Rate(s) to be provided upon request).*

The hourly rate(s) to be charged by Battle Ground may be changed by Battle Ground upon ten (10) days written notice to Yacolt.

Mileage Rate: The standard IRS mileage rate.

- b). Invoice and Payment Schedule. Each calendar month, Battle Ground shall submit to Yacolt an invoice for services and expenses for the previous calendar month. Yacolt shall pay Battle Ground within 30 days of receiving an appropriate invoice for the services and expenses.
  - c). Record Keeping. Battle Ground shall maintain a record of time expended by its personnel for the benefit of Yacolt under this Agreement, which shall be provided to Yacolt with Battle Ground's invoices for services.
  - d). Retroactive Application. The compensation payable by Yacolt for the fair value of services rendered by Battle Ground shall be retroactive to the date of the Emergency Mutual Aid Assistance Agreement described herein.
3. Interlocal Cooperation Act Compliance. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.
- a). Purpose and Function. The purpose of this Agreement is to provide for temporary assistance to Yacolt with its obligation and desire to provide the functions and duties of its Town Clerk, exclusive of the functions of the Town Treasurer attributed to the Town Clerk pursuant to YMC 2.10.020 This Agreement is intended to serve as a memorandum of understanding that provides flexibility for how the Parties will administer their Agreement. The Parties anticipate that they may amend this Agreement by providing addenda as needed to describe particular projects, future modifications and related agreements.
  - b). Effective Date and Duration. The Parties entered into an "Emergency Mutual Aid Assistance Agreement for Staff Assistance" filed under Clark County Auditor's number 5476338, with an effective date of December 12, 2017, and terminating on January 31, 2018, providing for emergency staffing services in support of Yacolt's Clerk's Office. This successor Interlocal Agreement is formed to replace and supersede that earlier agreement. This Agreement shall be effective as of the dates of the Parties' signatures below and shall continue through April 30, 2018, unless earlier terminated by the Parties. The parties shall have the option to agree to extend this Agreement in thirty (30) day increments.
  - c). Duration and Termination. Either party may terminate participation hereunder by providing ten (10) days prior written notice to the other party.
  - d). Budget and Finance. There is no fixed budget or cost for the services contemplated by this Agreement. The parties anticipate that the cost for services provided hereunder will fluctuate depending on the needs of Yacolt and the availability of personnel by Battle Ground. Yacolt has provided for the payment of Town Clerk services in its annual budget for 2018, with the source of payment to be Yacolt's general operating fund. Yacolt expects that the costs incurred by this Agreement will be satisfied by its current budget for Clerk services. However, if the cost of services provided under this Agreement exceeds amounts budgeted for Clerk

**Attest:**

Katie Younce  
Katie Younce, Acting Town Clerk

1-16-18  
Date

**Approved as to form only:**

David W. Ridenour  
David W. Ridenour, Town Attorney

1-16-18  
Date