

## RESOLUTION 2025-25

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:**

**IN THE MATTER OF APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN YAKIMA COUNTY AND BENTON COUNTY FOR GENERAL LABOR, EQUIPMENT, MATERIALS, AND/OR SERVICES**

**WHEREAS**, Chapters 36.01 and 36.32 RCW allows the Board to enter into agreements on behalf of Benton County; and

**WHEREAS**, Chapter 39.34 RCW allows public agencies in Washington State to enter into interlocal cooperative agreements for the joint use of general labor, equipment, materials, and/or services; and

**WHEREAS**, Yakima County and Benton County desire to enter into an agreement for the sharing of general labor, equipment, materials, and/or services; and

**WHEREAS**, a proposed Interlocal, reviewed and approved as to form by the Benton County Prosecuting Attorney’s Office, was signed by Yakima County on December 10, 2024; and

**WHEREAS**, the County Engineer recommends that the Board approve of and sign the proposed Agreement with Yakima County, finding such to be beneficial to Benton County; **NOW, THEREFORE,**

**BE IT RESOLVED** that the Board of County Commissioners concurs with the recommendation of the County Engineer and hereby approves of the proposed Interlocal Cooperative Agreement between Yakima County and Benton County for General Labor, Equipment, Materials, and/or Services; and

**BE IT FURTHER RESOLVED** that the Board of County Commissioners hereby approves said Agreement with Yakima County on behalf of Benton County; and

**BE IT FURTHER RESOLVED** the Interlocal shall be effective on January 7, 2025, and shall continue until terminated by either party.

Dated this 7<sup>th</sup> day of January 2025.

DocuSigned by:  
*Jerome Delvin*

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Chairman of the Board

DocuSigned by:  
*Michael Alvarez*

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Chairman Pro Tem

DocuSigned by:  
*Will McKay*

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Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

Attest. *Amanda Pearson*

Clerk of the Board



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

**Prepared by:** Jason Alvord

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**Department:** Equipment Rental & Revolving Fund

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**Requested Agenda Date:** \_\_\_\_\_

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**Presenting:** Matt Pietrusiewicz, P.E.

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*Board of County Commissioners Record Assigned*

# BOCC Agreement

**441-2024**

Yakima County, WA

**Action Requested – Check Applicable Box:**

PASS RESOLUTION

PASS ORDINANCE

ISSUE PROCLAMATION

EXECUTE or AMEND AGREEMENT, CONTRACT, or GRANT

OTHER \_\_\_\_\_

**Document Title:**  
Interlocal Agreement with Benton County

**Background Information:**  
Benton County and Yakima County would like to enter into a Interlocal Agreement; in order to provide more efficient, less costly public services to both municipalities. Daniel Clark Yakima County's Senior Deputy Prosecuting Attorney has reviewed this inter local agreement and had made necessary language changes on behalf of Yakima County.

**Describe Fiscal Impact:**

**Summary & Recommendation:**  
Approve Interlocal Agreement with Klickitat County in order to for both municipalities to create efficiencies in potential equipment, and purchasing contracts.

  
\_\_\_\_\_  
Department Head/Elected Official Signature

  
\_\_\_\_\_  
Corporate Counsel Initial (for Agreements Only)

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN BENTON COUNTY AND YAKIMA COUNTY  
FOR GENERAL LABOR, EQUIPMENT, MATERIALS, AND/OR SERVICES THROUGH  
DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between Benton County ("Benton") with its principal offices located at 620 Market Street, Prosser, Washington 99350, by and for the Benton County Public Works Department and Yakima County ("Yakima") with its principal offices located at 128 N 2<sup>nd</sup> Street, Yakima, WA, 98901, by and for Yakima County Public Works 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 Yakima County and Benton County may provide labor, equipment, materials, and/or services to the other party, as requested by either party in manner convenient to the party providing the labor, equipment, materials, and/or services. Either party to this Agreement shall make a reasonable effort to assure the availability of labor, equipment, materials, and/or services to the other party. The exact scope of each item or task shall be defined through individual written task orders approved by both agencies.

**ARTICLE II  
ADMINISTRATION AND ORGANIZATION**

- 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 Benton's representative shall be the Public Works Manager, or their authorized designee. The Public Works Manager shall be the signing authority for Benton for all task assignments pursuant to this Agreement.
- 2.03 Yakima's representative shall be the ER&R Manager or their authorized designee.
- 2.04 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.

**ARTICLE III  
DURATION OF AGREEMENT**

- 3.01 **DURATION**. This Agreement shall be effective when executed by both parties' authorized representatives and the duration shall be ongoing unless terminated in writing by either party pursuant to Article VIII.

**ARTICLE IV  
COMPENSATION**

- 4.01 **COMPENSATION**. Yakima agrees to reimburse Benton for the costs of the work performed by Benton, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided; 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 thereto, reasonable indirect costs shall be added for overhead expenses for accounting, billing, and administrative services at the county's indirect rate used to bill 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 Benton County Public Works Department within thirty (30) days of billing.

Benton hereby agrees to reimburse Yakima for the costs of the work performed by Yakima, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided; 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 thereto, reasonable indirect costs shall be added for overhead expenses for accounting, billing, and administrative services at Yakima indirect rate used to bill 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 Yakima within thirty (30) days of 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 **COMPLIANCE WITH STANDARDS AND SPECIFICATIONS.** All work shall be completed per the standards and specifications of the party owning the respective property. Where applicable, 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, and at minimum, to local industry standards.
- 5.03 **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.
- 5.04 **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.
- 5.05 **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.
- 5.06 **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.
- 5.07 **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.
- 5.08 **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' authorized representatives.

5.09 **NOTICE**. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be in writing and shall be given as follows:

To Yakima County:

ER&R Manager  
128 N 2<sup>nd</sup> Street  
Yakima, WA 98901

To Benton County:

Public Works Manager  
102206 Wiser Parkway  
Kennewick, WA 99338

**ARTICLE VI  
INDEMNIFICATION**

6.01 **INDEMNIFICATION**. Each party agrees to and shall defend, indemnify, and hold harmless the other party, 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 party to be indemnified, 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 indemnifying party, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the party seeking indemnity, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to a party by reason of entering into this Agreement, except as expressly provided herein. Yakima expressly waives the immunity under Title 51 RCW (Industrial Insurance statutes) and acknowledges that its waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that its promise to indemnify and hold harmless applies to all claims filed by and/or injuries to its own employees.

6.02 **SURVIVAL OF INDEMNITY OBLIGATIONS**. The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

6.03 **LIABILITY INSURANCE**. Each party agrees that it has and shall maintain individual liability insurance with the following minimum limits to cover any and all claims and potential judicial judgments and/or litigation costs associated with legal actions that may result during the performance of this agreement that are filed by the other party and/or a third party.

\$2,000,000 General Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

**ARTICLE VII  
DISPUTES**

7.01 **TIME**. Time is of the essence of this Agreement.

- 7.02 **GOVERNING LAW AND VENUE.** In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, Yakima County's ER&R Manager and the Benton County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Benton County, Washington; with all parties waiving the right of a jury trial upon de novo appeal, if any.
- 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 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' authorized representatives 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.

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of Benton's legislative authority, instead being adopted by signature of Benton County's Public Works Manager, per Item 2.02.

- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, 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 will be 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 **SIGNATURES.** By signing below, the parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

9.06 **FILING.** This Agreement shall be filed pursuant to RCW 39.34.040.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 10<sup>th</sup> day of December, 2024.

**APPROVED:**

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

DocuSigned by:  
Jerome Delvin  
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Chair

DocuSigned by:  
Michael Alvarez  
D666F67E34874E4...  
Chair Pro Tem

DocuSigned by:  
Will McKay  
139987D784E74CF...  
Commissioner

**APPROVED:**

BOARD OF YAKIMA COUNTY COMMISSIONERS

Amanda McKinney  
Amanda McKinney, Chair

Kyle Curtis  
Kyle Curtis, Commissioner

LaDon Linde  
LaDon Linde, Commissioner  
Constituting the Board of County Commissioners  
for Yakima County, Washington

**ATTEST:**

By: [Signature]  
Clerk of the Board



BOCC Agreement

441-2024

Yakima County, WA

**APPROVED AS TO FORM:**

By: [Signature]  
Deputy Prosecuting Attorney  
WSBA #35901

Public Works



PO Box 1001  
Prosser, WA 99350  
PHONE (509) 786-5611  
[Bentoncountywa.gov](http://Bentoncountywa.gov)

APPROVED AS TO FORM:

This Interlocal Cooperative Agreement between Benton County and Yakima County for general labor, equipment, materials, and/or services is Approved as to Form.

Signed by:

A handwritten signature in black ink that reads "LeeAnn Holt".

D9A9308B67BB475...

LeeAnn Holt, Deputy Prosecuting Attorney



# Commissioners' Agenda Action Sheet

**Meeting Date:** January 7, 2025  
**Subject:** Interlocal Cooperative Agreement Between Yakima County and Benton County for General Labor, Equipment, Materials and/or Services  
**Presenter:** N/A  
**Prepared By:** Jackie Mayfield  
**Reviewed By:** Cristina Woods  
**PA Review:** **Approved:** Yes      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

**Summary / Background Information**

There is a desire to be able to share general labor, equipment, materials, and/or services with other public agencies when the need arises. Chapter 39.34 RCW allows public agencies in Washington State to enter into interlocal cooperative agreements for the joint use of general labor, equipment, materials, and/or services. Such an Interlocal has been prepared with Yakima County, has been reviewed and approved as to form by our Departmental Deputy Prosecuting Attorney, and signed by Yakima County Commissioners.

**Fiscal Impact**

N/A

**Recommendation**

The County Engineer recommends the Board approve the proposed Interlocal Agreement with Yakima County.

**Suggested Motion**

I move to approve the Interlocal Cooperation Agreement with Yakima County for general labor, equipment, materials, and/or services.

**Signatures Required on Agreements/Contracts**

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