



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, December 18, 2017 Agenda Item:**

**Contact Information for Person/Group/Department Requesting Council Action:**

Requester's Name Mayor Vince Myers

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

**Item Title:**

Emergency Mutual Aid Assistance Agreement with the City of Battle Ground

**Action Requested of Council:**

**Proposed Motion:**

**Summary / Background:**

**Governing Legislation:**

**Budget/Finance Impacts:**

**Attachments, (previous ordinance, resolution, proposed ordinance, etc.):**

Emergency Mutual Aid Assistance Agreement with the City of Battle Ground

**Staff Contact(s):**

# 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 by law.
  - 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

CITY OF BATTLE GROUND

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

\_\_\_\_\_  
 Jeffrey R. Swanson, City Manager

ATTEST:

\_\_\_\_\_  
 Kay Kammer, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
 David Ridenour, Town Attorney

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 Christine Hayes, City Attorney