

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
YAKIMA COUNTY AND YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS**

THIS AGREEMENT ("Agreement") is made and entered into this 17<sup>th</sup> Day of October, 2017 by and between YAKIMA COUNTY (COUNTY) and YAKIMA VALLEY CONFERENCE OF GOVERNMENTS (COG) for uses and purposes provided herein and below.

**WHEREAS**, YVCOG is a multi-jurisdiction association formed pursuant to RCW 36.70.060; and

**WHEREAS**, YVCOG is an organization with By-Laws and Articles of Association; and

**WHEREAS**, YVCOG is a voluntary association of general and special purpose governments and agencies within Yakima County; and

**WHEREAS**, this Agreement is made under the authority of the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, Yakima County and the County Treasurer, acting as ex-officio Treasurer for the YVCOG, have agreed to perform services on behalf of YVCOG as herein set forth under this Agreement.

**NOW, THEREFORE**, it is agreed as follows:

1. Purpose of the Agreement.

The Purpose of this Agreement is to outline the services that the Yakima County Treasurer's Office will perform as Treasurer for the YVCOG as more fully described in Attachment A: Scope of Services, attached hereto and by reference incorporated herein.

2. Payment.

In consideration of the services to be performed by the County hereunder, YVCOG shall pay the County as follows:

- a. The County will charge an investment service fee in accordance with RCW 36.29.024; and
- b. YVCOG agrees to pay an annual fee of \$2,500 for all other services performed by the County as described in Attachment A; and
- c. YVCOG further agrees to pay bank fees of any kind incurred by YVCOG for transaction processed on behalf of YVCOG. Bank fees include, but are not limited to ACH charges, wire transfer fees and NSF charges and are estimated at \$565.00 annually; and
- d. The County will bill YVCOG quarterly on or before the 20<sup>th</sup> day of the month following quarter-end (April, July, October, January). Payment will be due within 30 of the invoice date. Any amounts not paid when due shall bear interest from the due date until the date such amount is paid. Interest will be calculated on the basis of the actual number of days in the year, for the actual number of days elapsed. The rate of interest shall be equal to the Yakima County Interfund Loan Rate.

3. Cost of Additional Services.

If changes in the operations of YVCOG during the term of this Agreement require substantial effort by the County, the County shall have no obligation to undertake such efforts and shall incur no liability for not performing changes. If, during the term of the Agreement, the County agrees to undertake new duties at the request of YVCOG and YVCOG authorizes such changes, YVCOG will pay the County for such services, which fee will be in addition to the fee specified in Section 2 above.

4. Effectiveness and Duration.

This Agreement, upon recording the same as set forth in Section 15, shall become effective January 1, 2018. The parties have specifically negotiated the initial term for one year with due regard for the staffing required of the County to provide the services contracted under this Agreement. This Agreement shall be renewed automatically on a year-to-year basis for each year after calendar year 2018 until termination of this Agreement as set forth in Section 5 or Section 9 (c), whichever occurs first.

5. Termination of Agreement.

This Agreement may be terminated by written notification from either party if such notice is received by July 1 of the preceding year. Upon such notification, this Agreement shall terminate at midnight on December 31 of the year in which notice is given.

6. Hold Harmless and Indemnification.

- a) The County agrees to hold harmless, indemnify, and defend the YVCOG, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or

omission of the County, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.

- b) The YVCOG agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the COG, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c) In the event that the County and the YVCOG and/or their respective officials, officers, agents, and/or employees are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees).
- d) The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- e) Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- f) This section of the Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

#### 7. Severability.

- a) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b) If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.
- c) Should either party determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, said party may, in its sole discretion, terminate this Agreement upon thirty (30) calendar days' advance written notice to the other party.

#### 8. Non-Waiver.

A waiver by either party hereto of a breach by the other party hereto of any covenant or

condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

9. Third Parties;

The YVCOG and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

10. Drafting of Agreement.

Both the County and the YVCOG have participated in the drafting of this Agreement. As such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this Agreement and its terms and conditions are being interpreted and/or enforced.

11. Notices.

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

To the County:                    Ilene Thomson  
    Yakima County Treasurer  
    128 N 2<sup>nd</sup> St Rm 115  
    Yakima, WA 98901

To the COG:                      Larry Mattson  
    YVCOG Executive Director  
    PO Box 8349  
    Yakima, WA 98908

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

12. Integration.

This written document constitutes the entire agreement between the County and the YVCOG. There are no other oral or written Agreements between the parties as to the subjects covered

herein. No changes or additions to the Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

14. Venue.

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

15. Filing.


Executed copies of the Agreement shall be filed by YVCOG or posted online as required by RCW 39.34.040 and .050 prior to this Agreement becoming effective.

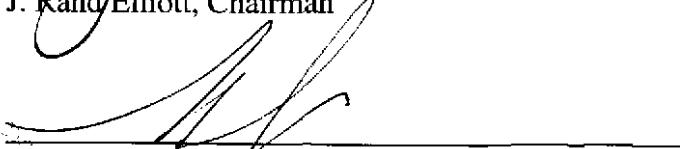
DONE this 17<sup>th</sup> day of October 2017

YAKIMA VALLEY CONFERENCE  
OF GOVERNMENTS

BOARD OF YAKIMA COUNTY COMMISSIONERS

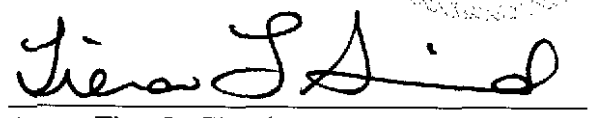
  
Larry Mattson, Executive Director

  
J. Rand Elliott, Chairman

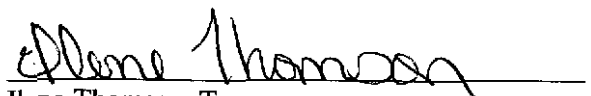
  
Ron Anderson, Commissioner



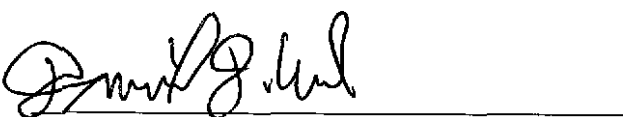
  
Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

  
Attest: Tiera L. Girard  
Clerk of the Board  
10/17/17  
BOCC 245-2017

YAKIMA COUNTY TREASURER

  
Ilene Thomson, Treasurer

Approved as to form:

  
Deputy Prosecuting Attorney  
WSB A #35901