

**INTERLOCAL AGREEMENT AMONG AND BETWEEN CITY OF TOPPENISH AND
CITY OF SUNNYSIDE REGARDING THE COOPERATIVE USE OF FACILITIES,
EQUIPMENT AND PERSONNEL**

THIS INTERLOCAL AGREEMENT is entered into by, between and among the parties named herein for the uses and purpose stated below pursuant to the authority of Chapter 39.34 RCW and applicable law.

Section 1. PARTIES

The parties to this Agreement are:

A. CITY OF TOPPENISH, hereinafter called "TOPPENISH," is a municipal corporation of the State of Washington with City Hall located at 21 West 1st Avenue, Toppenish, WA 98948.

B. CITY OF SUNNYSIDE, hereinafter called "SUNNYSIDE," is a municipal corporation of the State of Washington with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

SECTION 2. AUTHORITY

Each of the parties is authorized to enter into this Interlocal Agreement (hereafter "Agreement") pursuant to Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

SECTION 3. PURPOSE

The parties named above desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of each and all parties in accordance with the authority cited in Section 2 above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits herein, the parties agree as follows:

SECTION 4. MASTER AGREEMENT

The City Manager of TOPPENISH and the City Manager of SUNNYSIDE (hereafter collectively called "Executive Officers") are hereby authorized to execute one or more separate agreements that, by this reference, shall become part of this Agreement, provided that such separate agreements are signed by the parties participating in the specific undertaking and reference this Agreement. The separate agreements shall address issues relating to share of facilities and/or resources controlled or owned by the parties or any of them. Such separate agreements (hereafter "Specific Project Agreements") may address any matter of mutual concern or benefit, and may include, but are not limited to, the following:

- Use of facilities, equipment, personnel
- Access to facilities, equipment, personnel
- Operation and maintenance of facilities
- Operation of programs
- Charges, costs or fees
- Site improvements
- Times, dates and duration of use or access to equipment and facilities
- Joint purchasing
- Joint services

Prior to execution of any Specific Project Agreement, each party shall obtain any and all necessary and appropriate approvals from their respective legislative bodies.

SECTION 5. ADMINISTRATION

5.1 Joint Board. This Agreement shall not create any separate legal entity. This Agreement shall be administered by a Joint Board consisting of the Executive Officers, who shall meet and confer at such times deemed necessary and appropriate for the efficient conduct of business pertaining to such administration. Each Executive Officer shall be responsible for reporting the conduct of such administration to their respective legislative bodies.

5.2 Budgets and Costs of Administration for Joint Projects. Fiscal matters and descriptions of any shared services, programs, facilities and equipment, including budget and costs of administration of projects set forth in Specific Project Agreements pursuant to Section 4 above, and each party's responsibilities delineated therein.

5.3 Operating Fund. Nevertheless, the Joint Board may create any operating fund authorized by law, including but not limited to, establishment of a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of Toppenish-Sunnyside Joint Board."

5.4 Acquisition and Disposition of Property. Any real or personal property acquired shall be pursuant to Separate Project Agreement pursuant to Section 4 above, which shall address the means of acquisition, funding of acquisition, use and disposition of such property. Disposition of any real or personal property acquired pursuant to this Agreement but not addressed in any Separate Project Agreement, or as otherwise agreed in writing, shall be disposed of as follows:

(a) In the event of termination by all parties to any Separate Project Agreement, such property shall be sold. Proceeds from any sale of property shall be divided and paid to each party in proportion to the amount contributed by such party for the acquisition thereof. For any property not sold, title shall vest in each party in proportion to the amount contributed by each party for the acquisition thereof as tenants in common.

(b) In the event of termination by one party to any Separate Project Agreement, the terminating party shall be paid and reimbursed the amount originally contributed by the terminating party for the acquisition of such property, less applicable depreciation.

No provision of this Agreement or Separate Project Agreement made pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the event of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

SECTION 6. INDEMNIFICATION

Each party shall defend, indemnify and hold harmless the other party, its elected officials, officers, agents, volunteers or assigns from any and all claims, demands, losses, liens, damages, actions, employees, judgments, liabilities, penalties, fines, lawsuits, costs and expenses (including attorney fees) which result from, arise out of, or are incidental to the indemnifying party's performance or failure to perform under this Agreement.

This section shall survive the termination of this Agreement.

SECTION 7. INSURANCE

Each party shall obtain or maintain in effect sufficient liability and property insurance to cover its participation in the programs and projects entered into pursuant to this Agreement. The parties agree and understand that specific projects or programs may require issuance of separate insurance coverage, which costs and responsibilities will be addressed in each Separate Project Agreement.

SECTION 8. TERMINATION - EFFECT

Either party may terminate its participation in this Agreement upon one year's advance written notice to the other party. Upon termination, the terminating party shall remain responsible for payment of any financial commitment undertaken pursuant to any individual Separate Project Agreement, which financial commitment represents payment for services already performed.

SECTION 9. DISPUTE RESOLUTION

In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall be attempted to be resolved by the Joint Board. If the dispute or difference is unable to be resolved by the Joint Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.

SECTION 10. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted or construed to create such rights.

SECTION 11. INTEGRATED AGREEMENT - AMENDMENT

This Agreement, with and each Specific Project Agreement hereafter attached and incorporated herein, constitutes the entire agreement between the parties, which shall not be amended except in writing signed by all parties.

SECTION 12. GENERAL PROVISIONS

12.1 This Agreement shall be effective upon the date signed by the last party to execute the Agreement. This Agreement may be executed in counterpart.

12.2 A copy of this Agreement shall be filed with the applicable County Auditor's offices, or in lieu of filing this Agreement with the County Auditors, each party may list a copy of this Agreement on its website pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF SUNNYSIDE

E. Alba

Elizabeth Alba, Interim City Manager

Date: 10/13/2021

ATTEST:

J. Rangel

Janeth Rangel, Deputy City Clerk

CITY OF TOPPENISH

Lance Hoyt

Lance Hoyt, City Manager

Date: 10/11/21

ATTEST:

Heidi Riojas

Heidi Riojas, CMC, City Clerk