

RESOLUTION NO. 2019-18

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BENTON CITY AND THE KIONA-BENTON CITY SCHOOL DISTRICT FOR TRANSPORTATION SERVICES

WHEREAS, the City is the recipient of an outdoor recreation grant through the Washington State Recreation and Conservation Office, allowing the City to implement a program of water recreation activities and hiking called "No Child Left Inside"; and

WHEREAS, RCW 39.34.80 and other Washington laws amended, authorizes any City to contract with another local government agency to perform any governmental service, activity, or undertaking which each contracting entity is authorized by law to perform; and

WHEREAS, RCW 28A.160.120 authorizes a School District Board of Directors to enter into agreements pursuant to Chapter 39.34 RCW, as now or hereafter amended, with any City for the purpose of providing for the transportation of students and/or members of the public through the use, in whole or in part, of the School District's buses, transportation equipment and facilities, and employees; and

WHEREAS, the City Council of the City of Benton City has determined to enter into an Interlocal Cooperation Agreement with the Kiona-Benton City School District for the provision by the District of transportation services using its school buses to transport children registered for the City's "No Child Left Inside" recreation program. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

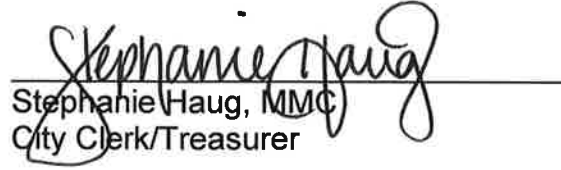
That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Interlocal Cooperation Agreement between the City of Benton City and the Kiona-Benton City School District for Transportation Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

ADOPTED this 7th day of August 2019, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 7th day of August 2019.

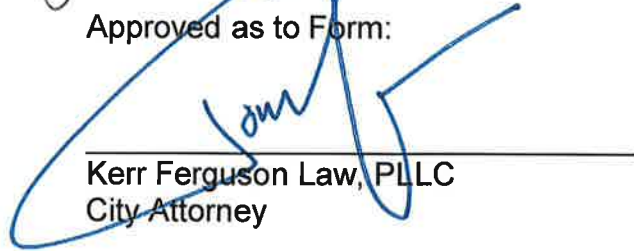
Resolution 2019- 18 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 7th day of August 2019.


Linda Lehman, Mayor

Attest:


Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:


Kerr Ferguson Law, PLLC
City Attorney

WHEN RECORDED RETURN TO:

City of Benton City
1009 Dale Avenue Ste A
Benton City WA 99320

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BENTON CITY
and
THE KIONA-BENTON CITY SCHOOL DISTRICT
for
TRANSPORTATION SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT entered into this _____ day of August 2019, between the City of Benton City (“City”), a Washington Municipal Corporation, and the Kiona-Benton City School District (“District”), together referred to herein as the “Parties,” as authorized by Chapter 39.34 of the Revised Code of Washington, for transportation services.

WHEREAS, City is a municipal corporation of the State of Washington, with City Hall located at 1009 Dale Avenue, Benton City, Washington 99320; and

WHEREAS, District is a school district in Benton County, State of Washington, with the School District Administration Office located at 1105 Dale Avenue, Benton City, Washington 99320; and

WHEREAS, RCW 39.34.080, and other Washington law as amended, authorizes any city to contract with another local government agency to perform any governmental service, activity, or undertaking which each contracting entity is authorized by law to perform; and

WHEREAS, RCW 28A.160.120 authorizes a school district board of directors to enter into agreements pursuant to chapter 39.34 RCW, as now or hereafter amended, with any city for the purpose of providing for the transportation of students and/or members of the public through the use, in whole or part, of the school district's buses, transportation equipment and facilities, and employees; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34 and by

RCW 28A.160.120 and other Washington law, as amended, for the provision by the District of transportation services using its school buses to transport children registered for the City's No Child Left Inside recreation program.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, and the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follow:

1. **Purpose.** It is the purpose and intent of this Agreement that District, by and through its current employed staff school bus drivers and school bus vehicles, shall provide transportation services for the City to transport children registered in the City's No Child Left Inside summer recreation program ("Program"), for the duration of this Agreement.

2. **Services Provided by District.** For the duration of this Agreement and per the terms set forth herein, the District shall provide transportation for children registered in the Program to and from pick-up and drop-off points within Benton County to be determined by the City, and on days and hours set by the City for operation of the Program.

3. **Duties of City.** It shall be the duty of City to provide the District with information on when and where the transportation services will be needed and for how many children.

4. **Consideration for Services.** As full consideration for the services to be provided by District during the term of this Agreement, City shall pay to District an hourly fee of \$30.00 per hour, with a one (1) hour per day minimum fee. District shall bill City on a monthly basis with an invoice for services being sent to City upon the completion of each month wherein services were rendered. Such invoices shall be payable within thirty (30) days upon receipt.

5. **Term.** This Agreement shall commence on the 9th day of August 2019 and continue through June 30, 2021. This Agreement can be automatically renewed annually upon mutual written agreement by the parties.

6. **Indemnification.** District shall indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from any injury or death to persons or damage to property occasioned by any act, omission or failure of District, its officers, agents and/or employees, in the performance of this Agreement.

City shall indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from any injury or death to persons or damage to property occasioned by any negligent act, omission or failure of District, its officers, agents

and/or employees, in the performance of this Agreement.

7. **Termination/Modification.** This Agreement may be terminated upon sixty (60) days advanced written notice by either party to the other without cause. This Agreement may be modified only by written agreement of both parties.

8. **Insurance.** District shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by District, its agents, representatives, employees, or subcontractors.

8.1 **Minimum Scope of Insurance.** District shall obtain insurance of the types described below or provide proof of minimum levels of insurance through an insurance pool:

8.1.1 **Automobile Liability insurance** covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

8.1.2 **Commercial General Liability insurance** shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the District's Commercial General Liability insurance policy with respect to the work performed for the City.

8.1.3 **Workers' Compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

8.1.4 **Professional Liability insurance** appropriate to District's profession.

8.2 **Minimum Amounts of Insurance.** District shall maintain the following insurance limits or provide proof of minimum levels of insurance through an insurance pool:

8.2.1 **Automobile Liability insurance** with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

8.2.2 **Commercial General Liability insurance** shall be written with limits no less than:

\$1,000,000 each occurrence; and \$2,000,00 general aggregate

8.3 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

8.3.1 District's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of District's insurance and shall not contribute with it.

8.3.2 District's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

8.5 Verification of Coverage. District shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the District before commencement of the work.

8.6 If District is self-insured or a member of an insurance pool, evidence of its status as a self-insured entity or its membership status as a member of an insurance pool shall be provided to City. If requested by City, District must describe its financial condition and the self-insured funding mechanism.

9. Interlocal Cooperation Act Provision. Each party will use its own vehicles, equipment, inventory and personnel for the respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by City and District in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The City of Benton City's Mayor shall be designated as the Administrator of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Benton County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

10. Anti-Discrimination. The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public because of race, creed, color, religion, age, sex, or national origin, or otherwise commit an unfair employment practice.

11. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt

requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Benton City:
Mayor Linda Lehman
City of Benton City
1009 Dale Avenue
Benton City WA 99320

Kiona-Benton City School District
Daniel Adamson
Kiona-Benton City School District
1105 Dale Avenue
Benton City, WA 99320

12. Applicable Law/Dispute Resolution. This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

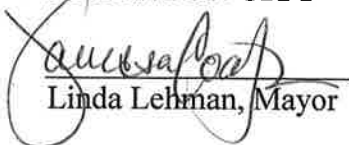
13. Non-Waiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

14. Entire Agreement/Modification. This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.


CITY OF BENTON CITY

By:


Linda Lehman, Mayor

KIONA-BENTON CITY SCHOOL DISTRICT

By:


Pete Peterson, Superintendent

ATTEST:


Stephanie Haug, City Clerk

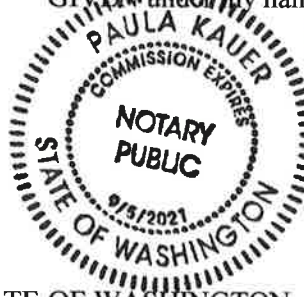
APPROVED AS TO FORM:


Kerr Ferguson Law, PLLC City Attorney

STATE OF WASHINGTON)
:SS
County of Benton)

On this day personally appeared before me Vanessa Coates Pro-tem ~~Linda Lehman~~, Mayor for the City of Benton City, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of August 2019.



Paula Kauw
Notary Public in and for the State of Washington
Residing at Benton City
My Commission Expires 9/5/21

STATE OF WASHINGTON)
:SS
County of Benton)

On this day personally appeared before me Pete Peterson for the Kiona-Benton City School District, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of August 2019.



Stephanie M. Haug
Notary Public in and for the State of Washington
Residing at Kennedick
My Commission Expires 12/17/19