BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2014-011

A Resolution Authorizing Execution of Inter-local Agreement with Kittitas County and Fire Protection District #7

WHEREAS, RCW 39.34, the Inter-local Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, certain employees of the Fire District, equal to or exceeding twenty-five (25) in number, have requested direct deposit through the County Auditor and County Treasurer; and

WHEREAS, RCW 52.16.010 provides that the County Treasurer shall receive and disburse Fire District revenues, collect authorized Fire District taxes and assessments, and credit Fire District revenues to the Fire District's proper fund; and

WHEREAS, RCW 52.16.050(1) further provides that the County Treasurer shall pay out money received for the account of the Fire District on warrants issued by the County Auditor against the proper funds of the Fire District, which warrants shall be issued on vouchers approved and signed by a majority of the Fire District Board and by the Fire District Secretary; and

WHEREAS, RCW 36.22.050, RCW 36.22.060 and RCW 36.22.090 provide for issuance by the County Auditor of Fire District payroll warrants payable by the County Treasurer; and

WHEREAS, RCW 43.09.210 requires the County to receive full and fair value for services it provides to another public agency; and

WHEREAS, payment by direct deposit requires establishment of procedures beyond the normal processing required of the Auditor and Treasurer by statute, warranting establishment of a transaction fee of One Dollar ($1.00) per transaction, including "prenotes," billable to the Fire District on a quarterly basis, and payable to the County by the Fire District within thirty (30) days from the date of billing; and

WHEREAS, Kittitas County Fire Protection District #7 and KITTITAS COUNTY possess the authority to enter into this Agreement pursuant to Chapter

39.34 RCW, and believe it is in the public interest for the parties to cooperate to obtain the most efficient and most cost effective outcome, wherever the law so allows.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the attached Interlocal Agreement between Kittitas County and Kittitas County Fire Protection District #7 be executed for the use of County Direct Deposit Payroll Processing, effective February 1, 2014

ADOPTED this 21st day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Paul Jewell, Chairman

Gary Berndt, Vice-Chairman

Obie O'Brien, Commissioner

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

ATTEST:
CLERK OF THE BOARD

Julie Kjorsvik, Clerk of the Board

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN KITTITAS COUNTY AND KITTITAS COUNTY FIRE PROTECTION DISTRICT NO. 7 FOR USE OF COUNTY DIRECT DEPOSIT PAYROLL PROCESSING

20131009 A

1/21/2014

THIS AGREEMENT is made and entered into this 9th day of September, 2013, between **KITTITAS COUNTY** ("the County"), a political subdivision of the State of Washington, and the **KITTITAS COUNTY FIRE PROTECTION DISTRICT NO. 7** ("Fire District"), a special purpose district and a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter;

WHEREAS, the County and the Kittitas County Fire Protection District No. 7 are public agencies within the meaning of chapter 39.34 RCW and may enter into interlocal agreements;

WHEREAS, RCW 52.12.021 further provides that fire protection districts may enter into all necessary contracts and do any and all lawful acts required and expedient to carry out the purpose of title 52 RCW;

WHEREAS, title 52 RCW governs the activities of fire protection districts within the State of Washington and within Kittitas County;

WHEREAS, RCW 52.16.010 provides that the County Treasurer shall receive and disburse Fire District revenues, collect authorized Fire District taxes and assessments, and credit Fire District revenues to the Fire District's proper fund;

WHEREAS, RCW 52.16.050(1) further provides that the County Treasurer shall pay out money received for the account of the Fire District on warrants issued by the County Auditor against the proper funds of the Fire District, which warrants shall be issued on vouchers approved and signed by a majority of the Fire District Board and by the Fire District Secretary;

WHEREAS, RCW 36.22.050, RCW 36.22.060 and RCW 36.22.090 provide for issuance by the County Auditor of Fire District payroll warrants payable by the County Treasurer;

WHEREAS, RCW 41.04.240 allows for deposit of salaries and wages directly into a financial institution when any official of the state or a political subdivision, municipal corporation or quasi municipal corporation, authorized to pay employee salaries and wages, receives written request by at least twenty-five (25) employees for such direct payroll deposit;

WHEREAS, certain employees of the Fire District, equal to or exceeding twenty-five (25) in number, have requested direct deposit through the County Auditor and County Treasurer;

WHEREAS, the County Auditor and County Treasurer have tested the direct payroll deposit process for the Fire District, to determine software capability and to establish procedures, and have found them to be successful;

WHEREAS, the procedures established by the County Auditor and County Treasurer include the following: (1) the Fire District employee's completion of a required form, with the original retained by the County; (2) the Fire District employee's completion of the form one month before the direct deposit becomes active and allowing time for the occurrence of "prenotes" (test files sent to the bank); and (3) the Fire District's submission of payroll to the County Auditor at least two (2) business days before the payroll date;

WHEREAS, RCW 43.09.210 requires the County to receive full and fair value for services it provides to another public agency;

WHEREAS, payment by direct deposit requires establishment of procedures beyond the normal processing required of the Auditor and Treasurer by statute, warranting establishment of a transaction fee of One Dollar ($1.00) per transaction, including "prenotes," billable to the Fire District on a quarterly basis, and payable to the County by the Fire District within thirty (30) days from the date of billing;

WHEREAS, it is in the public interest for the parties to this Agreement to cooperate to obtain the most efficient and most cost effective outcome, wherever the law so allows.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this agreement is to acknowledge and facilitate the parties' mutual interest in joint projects.

2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this agreement. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administering 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.

2.1 Kittitas County's representative shall be:

Judy Pless, Budget & Finance Manager
Kittitas County Auditor's Office
205 West 5th Ave Suite 105
Ellensburg WA 98926

2.2 The Fire District's representative shall be:

Jan Pletka
District Secretary

3. SCOPE. This agreement shall allow joint cooperative projects allowable by law, and shall allow the Fire District to receive direct deposit payroll services from the County, at a charge to the Fire District of One Dollar ($1.00) per transaction, including "prenotes" (test files sent to the bank), billable by the County to the Fire District on a quarterly basis, and payable to the County by the Fire District within thirty (30) days from the date of billing.

3.1 The direct deposit payroll services to individual Fire District employees shall be commenced upon the Fire District employee's adherence to County procedures as follows:

(1) The Fire District employee's completion of a required form, with the original retained by the County;

(2) The Fire District employee's completion of the form one month before the direct deposit becomes active and allowing time for the occurrence of "prenotes" (test files sent to the bank); and

(3) The Fire District's submission of payroll to the County Auditor at least two (2) business days before the payroll date.

3.2 Direct deposit payroll services shall be terminated by the County upon request by the Fire District employee, under procedures established by the County with reasonable notice to the employee.

4. DURATION OF AGREEMENT – TERMINATION. This agreement shall remain in force until cancelled by either party, upon thirty (30) days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address for the purpose 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 accord with the terms of this agreement prior to the effective date of termination.

5. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Fire District for any purpose, and employees of the County are not entitled to any of the benefits the Fire District provides to Fire District employees. No agent, employee or representative of the Fire District shall be deemed to be an agent, employee or representative of the County for any purpose, and employees of the Fire District are not entitled to any benefits the County provides to County employees.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations.

7. FINANCING. The method of financing of payment shall be through available funds of the Fire District.

8. FILING. Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.

9. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

10. HOLD HARMLESS. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents or employees to the fullest extent of law, and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement. The County shall bear no liability of any nature for electronic failures. No liability shall attach to the County by reason of entering into this agreement except as expressly provided herein.

11. 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 the 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.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. This agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

13. ENTIRE AGREEMENT. This agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

KITTITAS COUNTY FIRE PROTECTION DISTRICT NO. 7
123 East First St
Cle Elum WA 98922

Commissioner, Fire District No. 7

Commissioner, Fire District No. 7

Commissioner, Fire District No. 7

Commissioner, Fire District No. 7

Commissioner, Fire District No. 7

ATTEST:

Secretary to the Board
for Fire Commissioners

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS
205 West 5th Avenue, Room 108
Ellensburg, WA 98926

Board Chair 1/21/14

Board Vice-Chair

Commissioner

KITTITAS COUNTY TREASURER

Deanna Panattoni

KITTITAS COUNTY AUDITOR

Jerald V. Pettit

ATTEST:

SEAL

Julie A. Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecutor