



**KING COUNTY**  
**Signature Report**  
**January 22, 2014**  
**Ordinance 17734**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Proposed No. 2013-0353.2

Sponsors Lambert

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

AN ORDINANCE authorizing the county executive to execute an interlocal agreement between Multnomah County and King County for program evaluation and grant writing services.

STATEMENT OF FACTS:

1. King County and Multnomah County desire to make the most efficient use of their resources by cooperating on a basis of mutual advantage and utilize economies of scale and expertise in policy/program design, research, evaluation and funding opportunities.
2. The King County department of public health has the expertise to deliver policy/program design, research, evaluation and funding opportunities.
3. Participation in the agreement is to the benefit of the citizens of King County.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

SECTION 1. The county executive is hereby authorized to execute, substantially

17 in the form of Attachment A to this ordinance, an interlocal agreement between  
18 Multnomah County and King County for program evaluation and grant writing services.  
19

Ordinance 17734 was introduced on and passed by the Metropolitan King County Council on 1/21/2014, by the following vote:

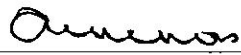
Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Mr. Dunn, Mr. Dembowski and Mr. Upthegrove  
No: 0  
Excused: 2 - Ms. Lambert and Mr. McDermott

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON




Larry Phillips, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 31 day of January, 2014.



Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement between Multnomah County and King County for Program Evaluation and Grant Writing Services, dated January 14, 2014

**Interlocal Agreement between Multnomah County and King County for  
Program Evaluation and Grant Writing Services**

Multnomah County through its Program Design and Evaluation Services Unit (“PDES”), and King County through its Assessment, Policy Development, and Evaluation Unit of Public Health – Seattle & King County (“APDE”) agree as follows:

**I. Purpose of Agreement**

The purpose of this Agreement is to permit PDES and APDE to make the most efficient use of their resources by enabling them to cooperate on a basis of mutual advantage, and take advantage of economies of scale and expertise in policy/program design, research, evaluation and funding opportunities.

**II. Powers/Legal Authorities**

Consistent with the requirements of chapter 39.34 RCW, and ORS 190.110, the parties have the legal authority to contract with each other to perform the services contemplated by this Agreement, including policy/program design, research, and evaluation of funding opportunities.

**III. Objectives of Agreement**

This Agreement sets forth the purposes, powers, rights, objectives, and responsibilities of the parties with regard to the following:

1. Design and implementation of comparative and other public health research studies and evaluations.
2. Development of teams of experienced researchers that position each party to be competitive for national grants and that leverage one another’s specialized expertise.
3. Submission of successful grant applications.

**IV. Scope of Services and Compensation**

The two units will work in close collaboration to:

1. Design public health studies to address identified research priorities.
2. Perform mutual evaluations of one another’s programs.
3. Develop research projects that allow study of individual or multi-region strategies, programs, or services.
4. Write and submit grant applications that will provide funding for one or both units.
5. Design public health studies to address identified research priorities.

A written work order signed by both parties detailing the scope of work, anticipated project budget, timeline, division of work between the two units and compensation rates shall be required prior to the commencement of any work.

The parties stipulate that the following persons shall be the administrators of this Agreement, representing their respective jurisdiction. Administrators will be authorized to execute work orders on behalf of their respective jurisdiction:

Multnomah County:  
Joanne Fuller, Department Director or designee

King County:  
David Fleming, M.D., Director and Health Officer or designee

In the event an administrator changes, the affected party shall notify the other in accordance with Section VI.B. of this Agreement.

Compensation for services rendered under this Agreement shall not exceed a party's actual costs incurred to complete the work order. The total annual value of services paid to a party under this Agreement shall not exceed \$150,000.

## **V. Rights of Parties**

### **A. Effective Date of Agreement.**

The Effective Date of this Agreement shall be upon signature of both parties.

### **B. Time for Performance.**

Any work performed prior to the Effective Date of this Agreement, or that portion of work that continues after the end of the Agreement's duration as provided for in section V. C, will not be subject to its provisions.

### **C. Duration.**

The duration of this Agreement shall be from the Effective Date through December 31, 2016 with two (2) options to extend this Agreement for additional three (3) -year terms with each amendment.

### **D. Compliance with All Laws.**

Each party shall observe all applicable federal laws and respective state laws, regulations, and policies affecting performance under this Agreement.

### **E. Amendments.**

The provisions of this Agreement may only be amended with the mutual written consent of the King County Executive and the Multnomah County Health Department Director and approval of their respective legislative bodies, except that the King County Executive and the Multnomah County Health Department Director, or their respective designees, may agree to extend the agreement under section V. C. above.

To exercise an extension option, either party, at least 30 days prior to the expiration of the current term, shall provide notice to extend the other party. Unless the other party within the 30 days objects in writing to the term extension, the term of the Agreement shall be extended in accordance with the term limits in section V. C.

F. Attorney's Fees.

In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be subject to the dispute resolution provision in Section G and shall be solely responsible for the payment of its own legal expenses, if any, including but not limited to attorney's fees and costs.

G. Dispute Resolution.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

H. Legal Relationship.

The parties to this Agreement execute and implement this Agreement solely as King County and Multnomah County. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**VI. General Terms and Conditions**

A. Termination.

Either party may terminate this Agreement for any reason or no reason at all, with 30 days' written notice to the other party.

B. Notice.

Any and all notices required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two (2) days after deposit in the United States mail if sent by certified or registered mail, return receipt requested. All notices shall be addressed to PDES and APDE at the addresses set forth below or at such other addresses as may be specified by one party's notice to the other party:

PDES:

Program, Design, and Evaluation Services  
827 NE Oregon Street, Suite 250  
Portland, OR 97232

APDE:

Public Health - Seattle & King County  
401 Fifth Avenue, Suite 1300  
Seattle, WA 98104

C. Indemnification.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party to this Agreement shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including, but not limited to, injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to services associated with this Agreement caused by or resulting from or are due to any negligent acts or omissions of the indemnifying party. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. In no event shall King County be liable for an amount in excess of what would have been owed should King County be subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

Each party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments subject to the limitations found above in section VI. C. that may be obtained against the other party. In the event that any party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing party.

This indemnification shall survive the expiration or earlier termination of this Agreement.

D. Records retention/Audit.

Each party shall maintain books, ledgers, records, documents or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs and charges.

With regard to the records, each party shall do and require its employees, agents, and subcontractors to do the following:

1. Make such records open to inspection or audit by representatives of the other party during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
2. Retain such records for a period of not less than six years after the expiration of this Agreement.
3. Provide adequate facilities reasonably acceptable to representatives of the other party conducting the audit so that such representatives can perform the audit during normal business hours.
4. Make a good faith effort to cooperate with representatives of the other party conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the other party representatives.

E. Entire Agreement.

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the parties or their agents or employees that is not contained in this written Agreement shall be valid or binding.

F. Severability.

In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement unless the court of competent jurisdiction rules that the principal purpose and intent of this Agreement should and/or must be invalidated.

G. Authority to Execute Agreement.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

H. Counterparts.

This Agreement may be executed in separate counterparts, all of which shall be construed as a single integrated instrument.

I. Third Party Beneficiaries

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

J. Filing.

Prior to this Agreement being effective, a copy of this Agreement must be recorded with the King County Recorder's Office or listed by subject on King County's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by action of their authorized representatives.

**KING COUNTY**

**MULTNOMAH COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

Date \_\_\_\_\_

Date \_\_\_\_\_

REVIEWED:

Jenny M. Madkour, County Attorney  
for Multnomah County, Oregon

By \_\_\_\_\_

Bernadette Nunley, Asst County Counsel

Date \_\_\_\_\_