

October 6, 1992

Introduced by: Sims

Proposed No.: 92-739

MOTION NO. 8811

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A MOTION authorizing the King County Executive to enter into an interlocal agreement with the City of Renton, Washington, for the purpose of permitting City of Renton vehicles to fuel at King County's compressed natural gas fueling station.

WHEREAS, King County intends to install a compressed natural gas fueling station at the public works consolidated office and repair facility at 155 Monroe Avenue Northeast, Renton, Washington, and

WHEREAS, this facility would be available to the City of Renton for the purpose of fueling alternative fuel vehicles, and

WHEREAS, the county supports alternative fuel programs designed to reduce vehicle fleet emissions and promote energy conservation;

NOW, THEREFORE BE IT MOVED by the Council of King County:

A. The King County executive is hereby authorized to enter into an interlocal agreement with the City of Renton for the use of alternative compressed natural gas fuel station;

B. The King County executive is hereby authorized to execute such other related agreements as may be required by the City of Renton.

PASSED this 19th day of October, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Quincy Hoyer
Chair

ATTEST:

Guadalupe Peltum
Clerk of the Council

8811

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY AND THE CITY OF RENTON**

Relating to Compressed Natural Gas
Fueling Services

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Renton, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City desires to purchase compressed natural gas fuel, hereinafter referred to as "CNG", to promulgate clean air for its residents, and

WHEREAS the County has the facility and CNG fuel supply to provide such services, and

WHEREAS it is in the public's interest that the jurisdictions cooperate to provide cost effective CNG fueling services;

NOW THEREFORE, pursuant to RCW 39.34, the County and City hereby agree:

1. County Responsibilities

The County will provide the following services as required for City vehicles equipped with CNG fuel components:

- a. A CNG fueling facility capable of quick refueling of vehicles,
- b. Access to the County's CNG fueling facility ("facility") located at 155 Monroe Ave Northeast, Renton on a 24 hour, 7 day per week basis:
- c. Invoice the City's CNG fuel consumption through the existing Work Authorization Agreement YER051,
- d. Provide Access Cards for each City vehicle equipped with CNG fuel components with which to activate the automated fuel dispensing system at the facility: and
- e. Regular maintenance and repair of the facility.

2. City Responsibilities

In support of the County providing the services described in Section 1 above, the City will:

- a. Provide the necessary building permits for construction of the CNG

facility and provide for the installation of an automated gate entry device:

- b. Take all reasonable measures to protect and safeguard the CNG fuel facility from damage by unnatural causes (e.g. vehicle damage). Any necessary repair resulting from such damage shall be paid by the City;
- c. Immediately notify the County if a problem or malfunction of any kind develops with the CNG fueling facility: and
- d. Take all reasonable measures to ensure that only authorized personnel have access to the County facility.

3. Organization

- a. County and City Liaisons: The County will provide service liaison through a specifically identified Fleet Administration Official, designated by the County. The City will provide a liaison to respond to routine day-to-day matters of mutual concern.
- b. Contract Services: The County may use contract services for any services routinely provided in the County through contracts including consultants for professional services. The appropriate supervision and inspection of the contractor's work will be performed by the County.

4. Compensation

- a. The City agrees to pay a one time participation fee of \$8,000 immediately upon execution of this Agreement.
- b. The City agrees to pay for purchase and installation of an automated card entry device for the main gate of the County's Renton facility.
- c. The City agrees that payment will be due within 30 days of invoicing by the County. Per Work Authorization Agreement YER051, the City's cost shall include CNG fuel cost plus the County's overhead.

5. Duration

This Agreement is effective on the date the Agreement is duly authorized and signed by both parties. The Agreement shall continue for a period of three (3) years unless extended or terminated as provided herein. This Agreement may be extended for an additional three (3) years in accordance with the County's best interest and at its sole option. The County shall notify the City in writing not less than 60 days before the

expiration of the initial three (3) year term if the County will extend the Agreement.

6. Termination

- a. The County may terminate this Agreement, in whole or in part, upon five (5) days advance written notice to the City in the event: (1) the City materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal or not feasible.
- b. This Agreement may be terminated by the County without cause, in whole or in part, prior to the expiration date set forth above in Paragraph 5, upon 30 days written notice to the City.
- c. Funding under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Agreement. Should the future appropriation(s) not be approved, this Agreement will terminate at the end of the current appropriation year.

7. Force Majure

The County shall not be liable for failure to perform pursuant to the terms of this agreement when failure to perform is due to unforeseen circumstances beyond the control of the County.

8. Indemnification

- a. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence, validity or effect of City ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- b. The City shall indemnify and hold harmless the County and its officers, agent and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense and hold the County harmless, and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same. The City agrees that its obligations under this sub-paragraph extend to any claim, demand and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

9. Cost of Defense

Whether or not the City is required to indemnify the County under Paragraph 7, the City has an independent obligation to defend the County and its officers, agents, and employees against every claim arising from or related to the performance of this contract, including payment of reasonable attorney's fees for separate counsel, mutually agreed upon by the parties, and all costs and expenses incident to the defense.

10. Non-Discrimination

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City has developed and implemented Affirmative Action Programs which meet the applicable federal standards. If the City of Renton should, for any reason, contract out for services from a for-profit entity under this agreement, the City agrees to contract for those services according to the requirements included in King County Code, Chapter 4.18 (minority/women's business enterprise), King County Code, Chapter 12.16 (affirmative action), King County Code, Chapter 12.18 (fair employment), and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.

11. Audits and Inspections

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the City or State during the term of the contract and three (3) years after termination or expiration.

12. Amendments

The Agreement may be amended at any time by mutual written agreement of the parties.

13. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and oral representations or understandings not incorporated herein are excluded.

14. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's and City's liaisons. The representatives from the County will include the Fleet Administrator and the Office of Financial Management. Either party is authorized to call meetings with ten days written notice to the other.

Any problems which can not be resolved by the parties' designated representatives shall be referred to the City Manager and the County Director of the Public Works Department for resolution.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF RENTON

King County Executive

City of Renton

Date

Date

Approved as to Form

Approved as to Form

King County Prosecuting
Attorney

City Attorney