

July 14, 1995

Introduced By: Greg Nickels
Brian Derdowski

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Proposed No.: 95-466

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SUBSTITUTE MOTION NO. 9633

A MOTION authorizing the county executive to enter into an interagency agreement between the city of Seattle and King County to provide reciprocal staff and or engineering services.

WHEREAS, King County has provided labor resources and engineering services to the city of Seattle, and

WHEREAS, the city of Seattle has provided labor resources and engineering services to the county, and

WHEREAS, both jurisdictions desire the flexibility to utilize capable and available staff and/or engineering services to work on projects, and

WHEREAS, by loaning staff to balance respective workloads, both parties should benefit by realizing cost savings, and completion of projects, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

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

The county executive is hereby authorized to execute
interlocal agreements between the city of Seattle and King
County substantially in the form as attached.

PASSED by a vote of 13 to 0 this 7th day of
August, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald G. Peterson
Clerk of the Council,

Attachments: Interagency agreement providing staff/and or
engineering services (dated 1/30/95)

INTERAGENCY AGREEMENT
BETWEEN THE CITY OF SEATTLE AND KING COUNTY FOR
PROVIDING STAFF AND/OR ENGINEERING SERVICES

THIS INTERAGENCY AGREEMENT made and entered into by and between KING COUNTY, a political subdivision of the State of Washington, hereinafter called the "COUNTY," and THE CITY OF SEATTLE, hereinafter called the "CITY," for the purpose of providing staff and/or engineering services.

WHEREAS, the CITY is desirous of loaning staff and/or engineering services to work on COUNTY projects, and whereas the CITY is agreeable to provide staff and/or engineering services, and

WHEREAS, the COUNTY is desirous of loaning staff and/or engineering services to work on CITY projects, and whereas the COUNTY is agreeable to provide staff and/or engineering services, and

WHEREAS, both parties have qualified staff that are capable and may be available to perform the necessary work, and

WHEREAS, by loaning staff to balance their respective work loads, the parties can achieve cost savings and benefits in the public's interest.

NOW, THEREFORE, the parties hereby enter into an Agreement as follows:

I. OVERVIEW

- a. The COUNTY may provide staff and/or engineering services to work on CITY projects. The CITY shall identify a Project in a Letter of Understanding to the COUNTY, for its review/approval.
- b. The CITY may provide staff and/or engineering services to work on COUNTY projects. The COUNTY shall identify a Project in a Letter of Understanding to the CITY, for its review/approval.
- c. Neither party is obligated to provide staff or engineering services.

II. LETTER OF UNDERSTANDING

- a. The CITY or COUNTY shall prepare a Letter of Understanding and identify a contact person(s) for a Project or Service. The Letter of Understanding shall identify the number of staff/expertise and/or engineering services required, required reports, the report schedule, the expected Project duration, and other provisions as deemed necessary.
- b. The Letter of Understanding shall be subject to approval in writing by the CITY's Director of Engineering and the COUNTY's Road Engineer or their designated representatives. The Letter of Understanding becomes a valid Agreement when executed by the CITY's Director of Engineering and the COUNTY's Road Engineer or their designated representatives.

III. PAYMENT

- a. The lending party shall be reimbursed for all actual costs incurred for a Project. Said costs shall include all engineering, clerical, administrative, inspection services, materials, and annual administrative overhead costs.

- b. The party receiving staff/services shall be billed on no more than a monthly basis. These bills will reflect actual costs, to include salary, benefits and the annual administrative overhead rate. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the receiving party as a delinquent charge starting 30 days after the billing date.
- c. In the event a lawsuit is instituted to enforce the payment obligations of the party receiving staff/services, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

IV. SEVERABILITY

- a. This Interagency Agreement will be effective upon its signing by both parties and will remain in effect until terminated by 30 days' advance notice by either party.
- b. In the event of termination of a Project or Service prior to completion of the objectives contained within the Letter of Understanding, all direct and indirect phasing-out costs shall be paid by the party requesting termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the Project or Service.

V. INDEMNIFICATION AND HOLD HARMLESS

Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, from all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees.

VI. OTHER PROVISIONS

- a. No liability shall attach to the CITY or the COUNTY by reason of entering into this Interagency Agreement except as expressly provided herein.
- b. This Interagency Agreement contains the entire written agreement of the parties and supersedes all prior discussion. This Interagency Agreement may be amended only in writing, signed by both parties.
- c. In providing services under this Interagency Agreement, each party shall be deemed an independent contractor for all purposes and the lending party employees shall not in any manner be deemed to be employees or agents of the receiving party for any purpose. The lending party shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to the lending party employee under state or local law.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the Interagency Agreement as set forth herein will be performed by the parties under the terms of this Interagency Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Interagency Agreement on the day and year last written below.

KING COUNTY, WASHINGTON

THE CITY OF SEATTLE

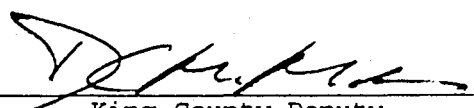
King County Executive

Director of Engineering
Seattle Engineering Department

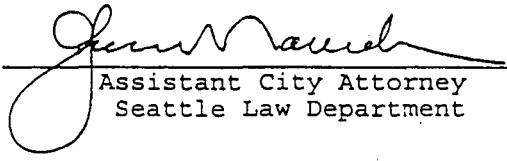
Date

Date

APPROVED AS TO FORM:



King County Deputy
Prosecuting Attorney



Assistant City Attorney
Seattle Law Department

2/10/95

Date

1-31-95

Date