

March 6, 1997

Introduced By:

LOUISE MILLER

JANE HAGUE

tempilamot

Proposed No.:

97-179

MOTION NO. 10118

A MOTION authorizing an Intergovernmental Agreement with the City of Seattle for the provision of temporary employee services.

WHEREAS, the City of Seattle has established a temporary personnel service for the use and benefit of various City departments, has the capacity to provide such service to other governmental entities, and has provided such service to King County for the benefit of the Seattle-King County Department of Public Health since 1981, and

WHEREAS, the King County Council has a need for on-call temporary help with relevant governmental experience to assist it which can be provided by the City's temporary personnel service, and

WHEREAS, the attached Intergovernmental Agreement provides the terms and conditions for this service to be made available by the City to the County;

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

The attached Interlocal Agreement with the City of Seattle regarding the City's Provision of Temporary Personnel

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Services for County Purposes, as set forth in Attachment A to
this motion, is hereby approved.

PASSED by a vote of 10 to 0 this 10th day of
March, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Haque
Chair

ATTEST:

Gerald A. Polun
Clerk of the Council

Attachments: Intergovernmental Agreement Between the City of
Seattle and King County Regarding the City's Provision of
Temporary Personnel Services for County Purposes

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SEATTLE AND THE METROPOLITAN KING COUNTY COUNCIL

REGARDING THE CITY'S PROVISION OF TEMPORARY PERSONNEL SERVICES FOR COUNTY PURPOSES

This Intergovernmental Agreement is entered into by **THE CITY OF SEATTLE** (hereinafter referred to as the "City"), acting through its Personnel Department and the Director thereof, (hereinafter respectively referred to as the "Personnel Department" and "Personnel Director"), and the **METROPOLITAN KING COUNTY COUNCIL** (hereinafter referred to as the "Council"), acting through its Council Administrator, all pursuant to Ch. 39.34 RCW.

WHEREAS, the City has established a temporary personnel service for the use and benefit of various City departments, has the capacity to provide such service to other governmental entities, and has provided such service to King County for the benefit of the Seattle-King County Department of Public Health since 1981, pursuant to Ordinance 109478; and

WHEREAS, the King County Council has a need for on-call temporary help to assist not only the Seattle-King County Department of Public Health but also the King County Council; and

WHEREAS, the City is willing to make the benefits of its temporary employment service available to the King County Council on a general basis upon the terms and conditions set forth in this Agreement; Now, Therefore,

In consideration of the covenants, conditions, promises, and performances hereinafter described, the parties hereto agree as follows:

- I. **TERM OF AGREEMENT:** The term of this Agreement shall commence immediately; and shall continue indefinitely thereafter until terminated by either party pursuant to Section VIII, hereof.
- II. **CITY TO PROVIDE PERSONNEL SERVICES:** The Personnel Department shall permit the County, for the efficient administration of the King County Council to obtain, to the extent of the Personnel Department's reasonable ability to provide the same when needed by the County, as determined by the Personnel Director or his/her designee, clerical personnel generally available for assignment to City departments through the Personnel Department's "Special Employment Programs Unit/Temporary Employment Service".

III. CITY PERSONNEL SUBJECT SOLELY TO CITY DISCIPLINE: City personnel assigned to work in any King County Council administrative unit pursuant to this Agreement shall be subject to the ultimate supervision, control and discipline of City, rather than Council officers. No Council supervisor or official shall subject any City employee assigned to work in a Council administrative unit pursuant to this Agreement to discipline of any kind or nature whatsoever. In the event a Council supervisor believes cause exists for the disciplining of any City personnel assigned to work in a Council or a Council administrative unit pursuant to this Agreement, such Council supervisor shall immediately telephone the Manager of the Personnel Department's Special Employment Programs Unit/Temporary Employment Service at 684-7938 to inform such manager of such alleged cause. Thereafter, such Council supervisor shall provide to such manager, at such time and in such form and detail as may be requested by the Manager, written documentation of the facts and circumstances that are believed to warrant such discipline, and shall otherwise assist such Manager in whatever administrative proceedings may be held with respect to such alleged cause for discipline.

IV. KING COUNTY COUNCIL COMPLIANCE WITH CITY ADMINISTRATIVE REQUIREMENTS: Except for the different billing and other arrangements specified herein, the Council shall be treated by the Personnel Department as if the Council were another City department, agency, or office desiring the various types of personnel assistance available through the Special Employment Programs Unit/Temporary Employment Service. The Council shall comply with all of the requirements concerning payroll administration and personnel assistance provided by the Personnel Department that are established by such department as a condition for the receipt by other City departments, agencies, and offices desiring or needing Personnel Department services, except for the requirement to obtain City office of Management and Budget spending authority for the utilization of such services.

V. CITY CHARGES FOR SERVICES PROVIDED: The Council shall pay the City for the services provided under this Agreement at the rate charged by the Personnel Department to City agencies, departments, and offices for the type of service received by the County, under generally similar circumstances, at the time the same were provided. Such charges shall not be negotiable and shall include but are not limited to the total wages paid to the temporary employees assigned to work in any Council administrative unit; required employer contributions such as State Worker's Compensation, Social Security (FICA), Unemployment Compensation and premium pay in lieu of paid benefits; and an administrative fee of three and seven-tenths percent (3.7%) of the aggregate whenever required by City ordinance. In addition, the Council shall reimburse the City for any expense incurred by the City under Title 51 RCW ("Industrial insurance") or Seattle Municipal Code Ch. 4.44 (Disability Compensation"), as the same may be amended from time to time, in connection with the working of City staff pursuant to a Council request therefor under this Agreement.

- VI. CITY INVOICING:** The Personnel Department shall submit an invoice to the Council on a bi-weekly or longer, periodic basis, as determined by the Personnel Director, requesting payment of all sums that have become due and payable to the City under Section IV of this Agreement since the preceding invoice.
- VII. COUNCIL PAYMENTS:** The Council shall submit to the City the sum requested on each such City invoice within thirty (30) days after the date of such invoice, without any deduction or setoff whatsoever unless specifically authorized, in writing, by the Personnel Director or his/her designee. Payments shall be by check or warrant made payable to the "City of Seattle Personnel Department" and sent to The City of Seattle, Personnel Department, Fiscal Services, 12th Floor, Dexter Horton Building, Seattle WA 98104, or such other address as may be specified by notice to the Council Administrator.
- VIII. TERMINATION:** The City may terminate all or any part of its obligation to employ for, and assign personnel to, the Council pursuant to this Agreement by providing written notice to the Council Administrator of the extent of such action and the effective date thereof; Provided, that except in an emergency, as reasonably defined by the Personnel Director or his/her designee, such written notice shall be provided no less than two (2) months prior to the effective date thereof. The Council may terminate its use of any personnel assistance provided by the City for the Council under this Agreement by providing written notice thereof to the Manager, Special Employment Programs Unit/Temporary Employment Service, 12th Floor Dexter Horton Building, Seattle WA 98104, as least fourteen (14) days prior to the effective date of such termination, unless such Manager is willing to accept a shorter notice. In the event that through such termination, the City becomes obligated to pay any additional personnel or administrative charge, the Council shall reimburse the City for the same within thirty (30) days of the date of any invoice therefor. Otherwise, the Council shall have only such personnel assistance, assistance request cancellation opportunities, and other rights and benefits as are extended to City departments, agencies, and offices by the personnel Department's Special Employment Programs Unit/Temporary Employment Service.

IX. TREATMENT OF ASSIGNED PERSONNEL:

- A. NONDISCRIMINATION:** The Council agrees to comply with all state and local laws prohibiting discrimination with regard to race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Consistent with that obligation, during the term of this Agreement, the following provisions of Seattle Municipal Code 20.44.040 shall be deemed to be incorporated herein:

“During the performance of this Agreement, the Council agrees as follows”:

The Council will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupation qualification. The Council will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

The Council agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Personnel Director setting forth the provisions of this nondiscrimination clause. The Council will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions.

The Council will, upon request of the Director of the City's Human Rights Department, or his/her designee (hereinafter referred to as the "HRD Director"), furnish to the HRD Director on such form as may be provided therefor, a report of the affirmative action taken by the Council in implementing the terms of this provision and, will permit access to its records of employment, employment advertisements, application forms, other pertinent data and records requested by the HRD Director for the purpose of investigation to determine compliance with these provisions.

If, upon investigation, the HRD Director determines that there is probable cause to believe that the Council has failed to comply with any of the terms of these provisions, the Council shall be so notified in writing. The Personnel Director shall give the Council an opportunity to be heard, after ten days notice. If the Personnel Director concurs in the findings of the HRD Director, the Personnel Director may suspend or terminate this Agreement in accordance with law. Failure to comply with any of the terms of these provisions shall be material breach of this Agreement.

“The foregoing provision will be inserted in all sub agreements entered into under this Agreement.”

B. COMPARABILITY TO COUNCIL EMPLOYEES: The Council shall treat all City personnel assigned to work in any Council facility pursuant to this Agreement in a fair and equitable manner, and otherwise as if such personnel were Council employees.

X. INDEMNIFICATION: The Council shall indemnify and hold the City harmless from any loss or damage suffered by, or claim or action brought against, the City that arises out of any willful, reckless or negligent act or omission of the Council or any of its officers or employees, as well as any sexual harassment of, or illegal discriminatory action by the Council or any of its officers or employees with respect to any person assigned to perform Council work under this Agreement. In the event that any suit based upon such loss, claim, damage, or action is brought against the City, the Council, upon receipt of notice of the commencement of the same, shall defend the same at its sole cost expense; and if final judgment is adverse to the City in such action, the Council shall promptly satisfy the same.

The City shall indemnify and hold the Council harmless from any loss or damage suffered by, or claim or action brought against, the council that arises out of any negligent act or omission of the City or any of its officers or employees under this Agreement.

XI. AMENDMENTS: The parties hereto reserve the right to amend this Agreement, from time to time, as they deem necessary. No addition or modification to the Agreement shall be binding upon the parties unless reduced to writing and signed by an authorized representative of each of the parties hereto.

XII. CONTINUING EFFECT OF PAYMENT AND INDEMNIFICATION OBLIGATIONS: Notwithstanding any other provision of this Agreement, the indemnification obligations of the parties hereto and the Council's payment obligations under this Agreement shall continue in effect after the expiration or earlier termination of this Agreement.

XIII. ENTIRE AGREEMENT: This document contains all of the agreements and promises regarding the subject matter of this Agreement, and supersedes any oral statement made on behalf of either party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by having their authorized representatives affix their signatures in the spaces below.

SIGNED:

THE CITY OF SEATTLE

BY: _____
Sarah Welch, Personnel Director

Date

THE METROPOLITAN KING COUNTY COUNCIL

BY: _____
Gerald A. Peterson, Council Administrator

Date