



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 21, 2017

Ordinance 18480

Proposed No. 2017-0003.1

Sponsors Gossett

1 AN ORDINANCE authorizing the use of an interlocal
2 agreement template for city entities seeking to enter into an
3 agreement for community work program services with
4 King County.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Findings:

7 A. King County's department of adult and juvenile detention community work
8 program has been providing services to various cities and public entities in King County
9 for close to sixteen years.

10 B. Jurisdictions receiving community work program services in 2016 include the
11 cities of Kenmore, Lake Forest Park, Burien, and Newcastle, along with the City of
12 Seattle through Seattle City Light. The program also provides services to King County
13 facilities management division, the King County transit division and the King County
14 department of natural resources and parks and the unincorporated areas of White Center
15 and Skyway.

16 C. Other communities have expressed interest over time and this template would
17 make it more efficient for the county to contract when potential customers express
18 interest.

19 D. The new template provides for a one-year term and a renewal process and
20 spells out the roles of each of the entities.

21 E. Two cities, SeaTac and Maple Valley, have recently expressed interest in
22 contracting for community work program services with King County.


23 SECTION 2. The executive is hereby authorized to execute interlocal agreements

24 for community work program services with any city in King County, in substantially the
25 form of Attachment A to this ordinance.
26

Ordinance 18480 was introduced on 2/27/2017 and passed by the Metropolitan King
County Council on 3/20/2017, by the following vote:


Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Mr. Dunn, Mr. McDermott,
Mr. Dembowski, Mr. Uptegrove, Ms. Kohl-Welles and Ms. Balducci
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

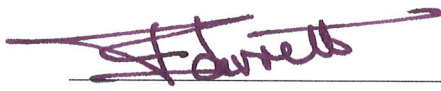
ATTEST:



Melani Pedroza, Acting Clerk of the Council

RECEIVED
2017 MAR 23 PM 3:48
CLERK
KING COUNTY COUNCIL

APPROVED this 22nd day of March, 2017.



Dow Constantine, County Executive

Attachments: A. Agreement Between King County and the City of XXXXXXXX for Community Work
Program Services

Attachment A

Agreement Between King County and
the City of XXXXXXXX for
Community Work Program Services

Agreement

between the

**DEPARTMENT OF ADULT & JUVENILE DETENTION
COMMUNITY CORRECTIONS DIVISION
COMMUNITY WORK PROGRAM**

and

THE CITY OF [XX]

for

20xx SERVICES

THIS AGREEMENT is entered into between the CITY OF [XX], WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION ("County").

1. SERVICES BY COUNTY

County shall provide the City with a work crew to perform the services described in the scope of work attached hereto as Exhibit A ("Services"). The City shall identify the priority, locations, expectations, and desired times for performance of the Services. County shall timely respond to a request for Services. County may refuse to provide Services it deems dangerous or outside the capabilities of the work crew.

2. TERM OF AGREEMENT

The term of this Agreement shall begin _____, 20xx and shall extend through December 31, 20xx unless terminated pursuant to Section 20. The Agreement may be extended by the written amendment executed by the Mayor of the City and the King County Executive, or their designees.

3. PAYMENT

A. City shall pay County for Services at a rate of \$ _____ per a full workday (based on a seven hour day) for a work crew described in Section 4. For partial workdays (based on a workday that is canceled in part for the reasons stated in Section 5 of this Agreement), City shall be charged a prorated amount based on the number of hours worked. Total payments to County shall not exceed (\$ _____), based on a total of [x] work days, unless a larger amount is agreed upon in writing by both the City Representative and the County Representative.

B. County shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for Services performed to the date of the invoice. The time records shall include, but not be limited to, the number

of crew members performing services on each day and the number of hours actually worked by each crew member on each day.

- C. All invoices submitted in a format acceptable to the City shall be paid by the City within thirty (30) days of receipt, except as provided in Section 3E of this Agreement.
- D. County shall keep cost records and accounts pertaining to this Agreement available for inspection by the City Representative for three (3) years after the final payment. Copies shall be made available on request.
- E. If the Services do not meet the reasonable performance expectations of the City, the County will correct or modify the Services to meet such expectations. City may withhold payment for such Services until the Services meet such expectations.

4. WORK CREW

- A. County shall be responsible for the selection of crew members that will consist of individuals ordered to the Community Work Program by the courts or eligible under King County Ordinance.
- B. Each crew shall be comprised of a minimum of four (4) persons and one (1) crew supervisor, who shall be a County employee. County may increase the number of persons on each work crew and County agrees not to charge the City any additional amount for such additional persons. If County cannot meet the minimum of four (4) persons, County shall advise the City, which may accept less than four (4) persons on a particular day.

5. WORK CREW SCHEDULE AND CANCELLATION

The City Representative and the County Representative will work collaboratively to develop a schedule, plan, time, and location for Services to be performed, based on the City's needs and County's availability. County maintains the right to cancel Services and work due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. County will notify City of such cancellations as soon as practical. Pursuant to Section 3A of this Agreement, the City will only be responsible for payment to the County for days that Services are performed.

6. OVERSIGHT OF THE WORK CREW

- A. County shall provide one supervisory person who shall be a County employee and shall be present at all times during the performance of the Services ("Crew Supervisor"). The Crew Supervisor shall direct, oversee, and be thoroughly responsible for the County work crew and its actions while in the performance of the Services. County will obtain and provide necessary clothing, equipment, and tools for the crews; coordinate with the City Representative, and complete a maintenance log for each work site.
- B. County shall be responsible for training the Crew Supervisor regarding the Services, safety procedures, CPR, first aid, infectious disease control, flag person certification, record keeping, and defensive driving. County shall be responsible for training crew members regarding proper use of tools, equipment, clothing, and other safety matters.

7. TRANSPORTATION

County shall be responsible for transportation of the Crew Supervisor and work crews to and from the City's designated work sites.

8. EQUIPMENT

County shall be responsible for obtaining and providing all equipment, tools, and clothing necessary to complete the agreed-upon Services, unless otherwise agreed to by the City. Safety equipment, tools, and clothing shall include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

County shall leave City facilities and work areas in existing or better condition. County shall advise the City immediately of any damage to facilities or work areas or unsatisfactory operation of utilities. All damages to existing facilities and work areas shall be reviewed within a reasonable period after occurrence of the damage by the City and County, and damages caused by County shall be repaired or replaced by County at County's expense within the time period agreed upon by the City and County.

10. SAFETY, CLEANUP AND DISPOSAL METHODS

- A. County shall maintain the work area free of debris and clutter and shall not cause hazards thereon.
- B. Upon completion of Services on a given day, County shall leave the work area clean and orderly.
- C. County shall accomplish necessary work zone traffic control in accordance with applicable state and City regulations.
- D. County shall dispose of debris resulting from the work performed by the crews pursuant to this Agreement at proper disposal sites. Unless otherwise agreed by the City, such debris shall not be disposed of on the site or on any property contiguous thereto. County is solely responsible for any and all damages done or any regulation violated in the disposal of such debris or in performance of work by the crews. County agrees to defend, indemnify, and hold the City harmless from liability for any and all damages, costs and expenses (including but not limited to attorneys' fees) incurred as a result of County's disposal of debris pursuant to this Section. The City shall reimburse County for any fees associated with disposal of debris at proper disposal sites.

11. DAILY OPERATIONS OF CITY PROPERTY

County understands that City property on which Services will be performed is open to the public at all times. Performance of Services shall not affect the daily operation of City property unless prior approval is granted by the City Representative.

12. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. County agrees not to discriminate against any employee, applicant for employment or any other person, including crew members, in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, religious affiliation, sexual orientation, gender identity or expression, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. County shall comply with all federal, state and local laws and regulations applicable to the Services and work to be done under this Agreement.
- C. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

13. GENERAL ADMINISTRATION AND MANAGEMENT

The City's representative ("City Representative") is listed on Exhibit A, and the City Representative or his/her designee shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

The County's representative ("County Representative") is listed on Exhibit A and the County Representative or his/her designee shall be responsible for administration of the County's obligations under this Agreement.

14. HOLD HARMLESS

- A. County shall protect, defend, indemnify, and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from (1) any acts or omissions of any crew member while that member is performing Services and/or (2) negligent or willful acts or omissions of County, its officers, employees and agents in performing this Agreement. For purposes of this Agreement, the Parties agree that crew members are not employees of the County.
- B. City shall protect, defend, indemnify and save harmless County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.
- C. The provisions in A and B shall survive the expiration or termination of this Agreement.

15. INSURANCE

King County maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities including injuries to persons and damage to property. County shall respond to all injury claims made by Crew Supervisors and work crew members in accordance with King County procedures.

16. SUBLETTING OR ASSIGNING CONTRACT

Neither the City nor County shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

17. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of County's activities except as set forth in this Agreement.

18. INDEPENDENT COUNTY

County is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be construed to convert the crew members, the Crew Supervisor, or any of County's officers, agents, or employees into City employees.

19. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with Exhibits and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by the Mayor of the City and the County Executive, or their designees.

20. TERMINATION

- A. This Agreement may be terminated by either party without cause, in whole or in part, prior to the date specified in Section 2, by providing the other party thirty (30) days advance written notice of the termination.
- B. Either party may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice if: (1) there is a material breach of 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.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

21. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20xx.

COUNTY

CITY OF [XX]

By: _____
[XXXXXX], DAJD Director

By: _____
[Title of city representative]

EXHIBIT A

**KING COUNTY, DAJD
&
CITY OF XX**

**SCOPE OF WORK
AND
DESIGNATION OF PARTY REPRESENTATIVE**

Services will consist of ordinary maintenance. Examples of Services include the following:

A. PLANTER BEDS

- a. Weeding
- b. Litter Control
- c. Light Pruning – pruning the shrubs and ground cover away from trails and sidewalks
- d. Leaf Removal

B. TURF MAINTENANCE

- a. Trimming and Edging between Turf, Planter Beds and Sidewalks
- b. Blowing Sidewalks
- c. Leaf Removal
- d. Litter Control

C. OTHER

- a. Erosion Control
- b. Site Clean Up
- c. Bark/mulch Application
- d. Tree pruning and thinning
- e. Graffiti Removal

County Representative:

City Representative:

Name

Name

Title

Title

Telephone

Telephone

Email

Email