

**INTERLOCAL AGREEMENT
KING COUNTY
DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES**

This AGREEMENT, entered into by and between King County (hereinafter referred to as the COUNTY) and the City of Kirkland (hereinafter referred to as the CITY), witnesses that:

WHEREAS the County has the statutory authority under RCW 39.32 and King County Charter Section 120 to enter into agreements with other governments and local agencies serving the communities of the state, and

WHEREAS the City is an incorporated unit of local government which recently annexed a large geographic area from the County and is providing construction inspection services for permits reviewed by the County and issued by the City, and

WHEREAS the County possesses the capacity to assist the City through the temporary assignment of County personnel to the City of Kirkland Department of Public Works, and

WHEREAS the City has requested the County to loan to the City personnel for the interim staffing of the City Public Works Department, and

WHEREAS the City possesses sufficient financial resources to pay for the services provided by the County.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

Total funds to be reimbursed to the County for the period of the AGREEMENT shall be \$9,638 per month, based on the County personnel, Jeff Pray, being made available for work with the City. Should the County personnel start or finish the AGREEMENT period during a partial month, the City will only reimburse the County for the prorated portion of the month. Should there be a change in the salary rate of assigned personnel during the period of the AGREEMENT, the City will reimburse the County at the higher rate from the date the change is made for other County personnel in the same series. An amendment to the AGREEMENT will document the change. Other services requested will be reimbursed at the County's costs. The City will provide a City-funded vehicle and computer for the personnel to carry out their job duties.

2. SERVICE PROVISIONS

Reimbursement is to compensate the County for the services of County personnel assigned to the City for 6 months to assist the City in a manner to be determined by the City supervisors of assigned County personnel.

3. AGREEMENT PERIOD

The term of this AGREEMENT shall be 6 months from the date that the County personnel begin working for the City. Any or all personnel may be released by the City and returned to the County after the City has given the County thirty (30) day's notice of their intent to reduce the level of County services used.

4. REIMBURSEMENT PROVISIONS

The County shall submit an invoice to the City at the beginning of each month for the costs of the previous month's services. Within thirty (30) days after receiving the invoice, the City shall remit to the County a warrant for payment of the invoiced charges.

5. WORK RULES AND REGULATIONS

During the term of this AGREEMENT, County personnel assigned to work temporarily for the City shall be advised by the City of all its rules, regulations and safety procedures that are applicable to the work and to assigned personnel. The assigned personnel shall abide by said rules, regulations and safety procedures.

6. RESPONSIBILITIES FOR COMPENSATION

The County shall be responsible for the payment of assigned personnel's salary, payroll taxes, withholding, retirement contributions and employee benefits and shall be reimbursed by the City for such costs.

7. COMPENSATION FOR TRAVEL

The City shall directly provide for all authorized reasonable and necessary meals, lodging and any other direct costs incurred by assigned County personnel.

8. RESPONSIBILITY FOR LOANED PERSONNEL

The County agrees to provide assigned County personnel with the understanding that they shall be under the direct control of the City and shall be directly responsible to the City at all times during the AGREEMENT period.

9. EVALUATION AND MONITORING

- A. The County shall cooperate with and freely participate in any other monitoring and evaluation activities conducted by the City that are pertinent to the intent of this AGREEMENT.
- B. The City of Kirkland Finance Director and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the City of Kirkland Finance Director may deem necessary, all the County's records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all

contracts, invoices, materials, payrolls and records of matters covered by this AGREEMENT. Such rights last for three years from the date final payment is made hereunder.

10. EMPLOYMENT PROVISIONS

There shall be no discrimination against any employee who is paid by the funds indicated in the AGREEMENT or against any applicant for such employment because of race, religion, color, sex, age, handicap, national origin or sexual orientation. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11. AMERICANS WITH DISABILITIES ACT

The City and the County agree to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (ADA), and its implementing regulations in the areas of employment, public accommodations, state and local government services, and telecommunications.

12. AGREEMENT MODIFICATIONS

The City and the County may, from time to time, request changes in services to be performed with the funds. Any such changes that are mutually agreed upon by the City and the County shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

13. TERMINATION OF AGREEMENT

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the County shall violate any of its covenants, agreements or stipulations of this AGREEMENT, the City shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the County describing such default or violation.
- B. Notwithstanding and provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by assigned County personnel of the County, and not otherwise paid for by the City prior to the effective date of such termination, shall be as the City reasonably determines.

14. SPECIAL PROVISION

The City's failure or the County's failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this AGREEMENT.

15. HOLD HARMLESS

It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Except as provided herein, each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and agrees to indemnify, defend, and hold the other party harmless from any such liability. For the purpose of indemnification, the City shall be responsible for and agrees to indemnify and hold harmless the County from any and all liability associated with the acts and or omissions of assigned County personnel subject to this AGREEMENT. For the purpose of indemnification, assigned County personnel shall be considered exclusive employees of the City. In the case of negligence of both the City and the County, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

16. GOVERNING LAW AND VENUE

The AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington, Venue of any suit between the parties arising out of this AGREEMENT shall be the superior court of King County, Washington.

17. SEVERABILITY

In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this AGREEMENT which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this AGREEMENT are declared severable.

18. REDUCTION IN FUNDS

The City may unilaterally terminate all or part of this AGREEMENT, or may reduce its scope of work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this AGREEMENT.

19. ADMINISTRATION

- A. The County's representative shall be Molly Johnson, development engineer for the Department of Development and Environmental Services.
- B. The City's representative shall be Rob Jammerman, Development and Environmental Engineering Manager.

20. AGREEMENT EXTENSION

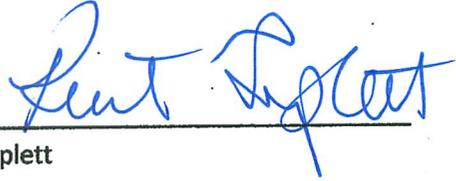
The County agrees that if the City determines a need, this AGREEMENT may be amended to extend the AGREEMENT PERIOD to no later than December 31, 2013.

IN WITNESS WHEREOF, the CITY and the COUNTY have executed this AGREEMENT as of the date and year written below.



John Starbard, Director
King County Department of Development
and Environmental Services

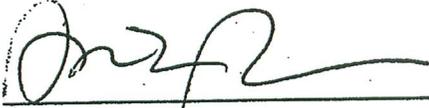
Date: 05/10/12



Kurt Triplett
City Manager

Date: 5/10/12

Approved as to form:



King County Prosecuting Attorney

Date: 5/10/12