

KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

AGENDA STAFF REPORT

AGENDA DATE: June 6, 2017

ACTION REQUESTED: Authorize Board Signature Amending the Existing Interlocal Agreement with the City of Ellensburg for Sharing Resources (Auditor file number 200202270012)

BACKGROUND: During the past several years, Public Works from both organizations have struggled with getting bills produced within 30 days as required by the current Resource Sharing interlocal agreement. The two Public Works Directors (Lyyski and Cook) both agree eliminating the requirement is in the best interest of both organizations. Public Works Fiscal Manager Jurgens concurs with the decision amending the current agreement to eliminate the 30 day billing provision (Section 2b).

INTERACTION: Public Works; City of Ellensburg

RECOMMENDATION: Amend the existing Resource Sharing interlocal eliminating the 30 day billing requirement.

HANDLING: Return one original to Public Works

ATTACHMENTS: Exhibit 1: Resolution Amending the current agreement
Exhibit 2: Original Agreement

LEAD STAFF: Mark R. Cook, Director

KITTITAS COUNTY RESOLUTION NO. 2017-____
AND
CITY OF ELLENSBURG RESOLUTION NO. 2017-_____

TITLE: A Joint Resolution between Kittitas County (a political subdivision of the State of Washington, hereinafter "County") and the City of Ellensburg (a municipal corporation of the State of Washington, hereinafter "City") amending the Compensation Section (Section 2) of the Interlocal Agreement for Sharing Resources dated February 19, 2002 (Auditor's File Number 200202270012).

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and KITTITAS COUNTY, (hereinafter called the "COUNTY").

WHEREAS, the CITY and COUNTY entered into an AGREEMENT on March 2, 2002 for the purposes of sharing resources, (the AGREEMENT); and

WHEREAS, the CITY AND COUNTY mutually desire to amend the compensation section of AGREEMENT (Section 2);

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

Section 2. Compensation and Method of Payment. A. Shall be revised to read as follows:

A. The party requesting services agrees to reimburse the performing party for the costs of the service, based upon the actual cost of labor, equipment rental, engineering, materials and supplies used in the particular work involved, plus all costs for fringe benefits to labor, including but not limited to: social security, retirement, industrial and medical aid costs, pro-rated sick leave, holidays, vacation time, and group medical insurance.

In addition thereto, fifteen percent (15%) of the total costs **for municipal labor/fringe benefits and municipally owned equipment** shall be added for overhead costs for accounting, billing and administrative services.

Except as modified herein, the original AGREEMENT shall remain in effect.

NOW, THEREFORE, THE KITITAS COUNTY BOARD OF COUNTY COMMISSIONERS and THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON DO HEREBY RESOLVE AS FOLLOWS:

Passed and adopted by the Kittitas County Board of Commissioners, this _____ day of June, 2017.

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Obie O'Brien, Commissioner

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

CITY OF ELLENSBURG:

Rich Elliott, Mayor

Attest:

Coreen Reno, City Clerk

INTERLOCAL AGREEMENT FOR PROVISION
OF MUNICIPAL SERVICES

This Agreement is made and entered into this 19th day of February, 2002, by and between the City of Ellensburg, a municipal corporation (hereinafter the "City"), and Kittitas County, a political subdivision of the State of Washington (hereinafter the "County").

WHEREAS, the City desires to contract with the County to have the County perform public works, engineering, maintenance and utility services when sufficient City resources are not available to provide such services, and

WHEREAS, the County desires to contract with the City to have the City perform public works, engineering, maintenance and utility services when sufficient County resources are not available to provide such services, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act,

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to enable the parties to perform such services and accomplish such tasks, including the furnishing of all labor, equipment, materials and supplies necessary for full performance, as may be requested of one party by the other with regard to municipal public works, engineering, maintenance and utility services. For each project or service to be performed under this Agreement, the party requesting work to be performed by the other party shall make written application to such party. In each instance, the party whose services are being requested reserves the right to deny or approve the request.

2. Compensation and Method of Payment.

A. The party requesting services agrees to reimburse the performing party for the costs of the service, based upon the actual cost of labor, equipment rental, engineering, materials and supplies used in the particular work involved, plus all costs for fringe benefits to labor, including but not limited to: social security, retirement, industrial and medical aid costs, pro-rated sick leave, holidays, vacation time, and group medical insurance.



In addition thereto, fifteen percent (15%) of the total costs shall be added for overhead costs for accounting, billing and administrative services.

B. The party performing the services shall submit to the party receiving the services an invoice of the costs within thirty (30) days after completion of the services. Within thirty (30) days after receipt of such invoice the latter party shall pay the amount of the invoice.

3. Maintenance of Records. Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services under this Agreement. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement.

4. Indemnification.

A. The City shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the City, whether by act or omission of the City's agents, employees or officers.

B. The County shall indemnify, defend and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act or omission of the County's agents, employees or officers.

5. Insurance. Each party agrees to procure and maintain in full force and effect for the duration of this Agreement public liability and property damage insurance with limits of liability not less than \$1,000,000.

6. Assignment. This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

7. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

8. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

9. Relationship of the Parties.

A. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to City employees.

B. In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

10. Disputes. If a dispute arises between the parties concerning this Agreement, the director of the City's public works department and the director of the County's public works department shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the City Manager and the Chair of the Board of County Commissioners for resolution. If not resolved by the Manager and Chair within thirty (30) days of referral, either party may pursue court action under paragraph 11 below.

11. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

12. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

13. Duration and Termination. This Agreement shall commence and be effective on March 1, 2002, and remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.

14. Filing. This Agreement shall be filed with the Kittitas County Auditor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG

Stan Bassett
Stan Bassett, Mayor

Attest:

Caro Reno
City Clerk

Approved as to form:

James P. [Signature]
City Attorney

KITTITAS COUNTY

Brian Hill
Chair, Board of Commissioners

Perry D. Huston
Commissioner

M. A. [Signature]
Commissioner

James A. [Signature]
Clerk
SEAL
COUNTY CLERK

Approved as to form:

[Signature]
Prosecuting Attorney (Deputy)