



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 17, 2008

Ordinance 16134

Proposed No. 2008-0324.2

Sponsors Patterson and Hague

1 AN ORDINANCE authorizing an interlocal agreement
2 between King County and Snohomish county for the
3 provision of King County council staff services to the
4 Snohomish county council related to the development of
5 fiscal and budget best practices and procedures.

6

7 PREAMBLE:

8 King County and Snohomish county are both charter counties that operate
9 with separately elected executive and legislative branches of county
10 government.

11 King County and Snohomish county utilize similar budget preparation and
12 development processes with the executive branch developing a proposed
13 budget and the legislative branch adopting a final budget.

14 The current Snohomish county council has new leadership for its finance
15 and economic development committee and desires that the committee and
16 council conduct an examination of Snohomish county's fiscal practices
17 and procedures.

18 The Snohomish county council believes it would be beneficial to review
19 the fiscal practices and procedures of counties that operate under similar
20 structures, including King County, to identify best practices that might be
21 incorporated into the procedures for Snohomish county.

22 The metropolitan King County council offered the assistance of a senior
23 member of its staff who has extensive knowledge and experience in
24 reviewing and implementing county budgets in a comparable legislative
25 setting to provide information and offer suggestions for improvement of
26 Snohomish county's fiscal practices and procedures;

27 The metropolitan King County council and Snohomish county council
28 agree to the terms of an interlocal agreement to share information,
29 resources and recommendations for the development of fiscal and budget
30 best practices and procedures.

31 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

32 SECTION 1. The chair of the King County council is hereby authorized to enter
33 into an interlocal agreement, substantially in the form of the attached agreement, for the
34 provision of council staff services to the Snohomish county council related to sharing of
35

36 information, resources and recommendations for the development of fiscal and budget
37 best practices and procedures.

38

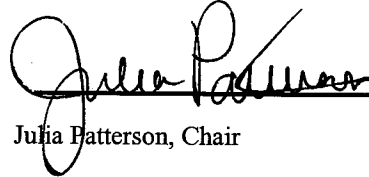
Ordinance 16134 was introduced on 6/9/2008 and passed as amended by the
Metropolitan King County Council on 6/16/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague


No: 0

Excused: 0


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Julia Patterson, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 26 day of June, 2008.


Ron Sims, County Executive

Attachments A. Agreement for Services Between Metropolitan King County Council and
Snohomish County Concerning Services Provided by King County to the Snohomish
County Council

Provider: Metropolitan King County Council
Contact person: Ross Baker
Address: King County Council, 516 Third Avenue, Seattle WA 98104
Telephone: 206-296-1000
County department: County Council
Contract Administrator: Marcia Isenberg
Telephone: 425-388-3494
Project: Fiscal process review
Amount: Not to exceed \$9,424
Fund Source: DAC 002-5021604101
Duration: Execution to 12/31/08

AGREEMENT FOR SERVICES BETWEEN METROPOLITAN KING COUNTY COUNCIL AND SNOHOMISH COUNTY CONCERNING SERVICES PROVIDED BY KING COUNTY TO THE SNOHOMISH COUNTY COUNCIL

THIS AGREEMENT is by and between Snohomish County, a political subdivision of the State of Washington, and the Metropolitan King County Council on behalf of King County, a political subdivision of the State of Washington.

RECITALS:

- A. King County and Snohomish County are both charter counties that operate with separately elected executive and legislative branches of county government;
- B. King County and Snohomish County utilize similar budget preparation and development processes with the executive branch developing a proposed budget and the legislative branch adopting a final budget;
- C. A change in the membership of the Snohomish County Council has resulted in new leadership for the Finance and Economic Development Committee and provides an opportunity to take a new look at the County's fiscal practices and procedures;
- D. The Snohomish County Council believes it would be beneficial to review the fiscal practices and procedures of counties that operate under similar structures, including King County, to identify best practices that might be incorporated into the procedures for Snohomish County; and
- E. The Metropolitan King County Council has offered the assistance of a senior member of its staff who has extensive knowledge and experience in reviewing and implementing county budgets in a comparable legislative setting to provide information

and offer suggestions for improvement of Snohomish County's fiscal practices and procedures;

THEREFORE, Snohomish County and the Metropolitan King County Council agree as follows:

1. Scope of Services and Compensation. The Metropolitan King County Council agrees to perform the work described in the attached Scope of Services, attached hereto as Exhibit A, for a maximum total compensation of \$10,000 as described in the attached Cost Schedule attached hereto as Exhibit B. Compensation shall be provided for hours worked at the hourly rate set forth in Exhibit B, not including travel time, and for reimbursement of reasonable travel and other expenses as set forth in paragraph 4 of this agreement, and are subject to the cost ceilings set forth in Exhibit B. The hourly rate shall remain in effect for the duration of the work unless modified by the written agreement of both parties.

2. Contract Term. This agreement shall take effect when signed by both parties and shall terminate on December 31, 2008, unless earlier terminated under paragraph 7 of this agreement, except that paragraphs 5, 6, and 9 shall survive termination.

3. Independent Contractor Status. Employees of King County shall, at all times while performing work under this agreement, continue to be employees of King County and shall not be deemed to be employees of Snohomish County for any purpose. Wages, hours, and other terms and conditions of employment of King County shall remain applicable to its employees who perform work under this agreement. King County shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Snohomish County shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to King County's employees. The costs associated with King County personnel are subject to the reimbursement process outlined in paragraph 4 of this agreement.

In no event shall King County or its officers, employees, agents, or representatives, be authorized or represent that they are authorized to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as an agent for Snohomish County under or by virtue of this agreement. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between King County and Snohomish County or to impose any partnership obligation or liability upon either party. Further, no party hereto shall have any undertaking for or on behalf of, or to act as or be an agent or representative of or to otherwise bind the other.

4. Billings. King County shall submit to the Contract Administrator for Snohomish County a monthly invoice for the work performed during the previous month. Invoices shall include the following information:

- a. A summary of costs and amount due for the previous month.

b. All labor charges shall be itemized by employee name, hours worked, corresponding rate amount and total amount due for labor charges.

c. Direct charges including those for mileage, reproduction and telephone shall be itemized. Receipts for expenses for which reimbursement is sought shall be attached.

d. Reimbursement for travel and mileage will be consistent with Snohomish County Code Section 3.36.020 and Internal Revenue Service published rates.

5. Audit. King County shall be responsible for ensuring the accuracy and propriety of all billings. Snohomish County shall have the right to audit King County's invoices and all supporting documentation for purposes of compliance with the agreement for a period of six years following the completion of the work under this agreement. All books, records documents and other material relevant to this agreement will be retained for six years and Snohomish County, the office of the State Auditor, and federal auditors shall have full access and the right to examine any of these materials during this period during regular business hours.

6. Indemnification. To the fullest extent permitted by applicable law, each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees, or agents in the performance of this agreement. In the event of concurrent negligence, a party's obligations hereunder shall apply only to the percentage of fault attributable to it or its elected or appointed officials, officers, employees, or agents. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees, or agents of the indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this agreement.

7. Termination. Either party upon 15 days written notice at any time during the performance of the work under this agreement may terminate this agreement. In the event of termination, King County shall be entitled to compensation as provided for in this agreement for work performed satisfactorily to the effective date of termination, provided, however, that Snohomish County may condition payment of such compensation on King County's delivery to Snohomish County of the deliverables required to be completed at the time of the effective date of termination.

8. Notices. Notices required by this agreement and invoices and payments allowed under this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Snohomish County: Marcia Isenberg, Chief of Staff
Snohomish County Council

3000 Rockefeller Ave, M/S 609
Everett, WA 98201

To King County:

Ross Baker, Chief of Staff
King County Council
516 Third Avenue, Room 1200
Seattle, WA 98104

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

9. Ownership of Materials. Any and all documents, including draft documents, prepared in carrying out this agreement shall be the property of Snohomish County and shall be made available to Snohomish County upon completion. Snohomish County may utilize any such document in any manner that Snohomish County deems proper without additional compensation to King County, its agents, consultants, or employees.

10. Non-Assignment. Neither this agreement nor any interest therein may be assigned by the Metropolitan King County Council or King County without the prior written approval of Snohomish County.

11. Amendments. This agreement is not subject to modification or amendment, except by a writing executed by both Snohomish County and the Metropolitan King County Council which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent reach of either the same or a different provision of this agreement.

13. Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement can be reasonably interpreted to give effect to the intentions of the parties.

14. Controlling Law and Venue. This agreement shall be governed by the laws of the State of Washington. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of Washington and that the venue of any action brought hereunder shall be Snohomish County, Washington.

15. Whole Agreement. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

16. Multiple Copies of Agreement. Multiple copies of this agreement may be executed by the parties and the parties agree that the agreement on file in the office of the Snohomish County Council is the version of the agreement that shall take precedence should any difference exist among counterparts of the document.

17. No third Party Beneficiary. Nothing in this agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This agreement shall not confer any right, or remedy upon any person other than the parties hereto. This agreement shall not release or discharge any obligation or liability of any third party to any party herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this ____ day of _____, 2008. The signatories below represent and warrant they possess the authority to execute this agreement and bind their respective entities.

SNOHOMISH COUNTY

METROPOLITAN KING COUNTY
COUNCIL

Name: _____
Title: _____

Name: _____
Title: _____

Approved as to form only:

Approved as to form only:

Deputy Prosecuting Attorney for
Snohomish County

Legal Counsel for Metropolitan King
County Council

EXHIBIT A

Scope of Services

The Metropolitan King County Council shall assign a senior member of its staff who has extensive knowledge and experience in reviewing and implementing county budgets in King County to provide information and offer suggestions for improvement of Snohomish County's fiscal practices and procedures. Unless otherwise agreed by the Contract Administrator for Snohomish County, the assigned staff member shall be Rebecha Cusack.

The assigned Metropolitan King County Council staff member shall, insofar as consistent with King County's independent contractor status, report to and receive guidance from the Contract Administrator for Snohomish County. The major work elements associated with the work to be performed by the King County are set forth below:

1. Conduct initial meetings with members and staff of the Snohomish County Council to gain an understanding of budget processes and practices.
2. Review budget publications, reports and other documents as needed to obtain detailed information on the Snohomish County budget.
3. Provide examples and copies of best practices used by similar organizations to facilitate budget processes.
4. Suggest ordinances, strategies and practices that might be utilized by the Council to improve its budget review and adoption practices.
5. Work with Council staff to develop an action plan to implement best practices and suggestions for improvements.

EXHIBIT B

Cost Schedule

Hourly rate for Rebecha Cusack, inclusive of salary and benefits:	\$93.59/hour
Maximum hours of work authorized for reimbursement:	90 hours
Total reimbursement for services not to exceed:	\$8,424
Mileage and other direct charges not to exceed:	\$1,000
Total compensation under this agreement <u>shall not exceed</u>:	\$9,424