

INTERLOCAL AGREEMENT

This Agreement is entered into between the Des Moines Pool Metropolitan Park District ("District"), and the City of Des Moines, ("City"), a municipal corporation of the State of Washington, for the purpose of allowing the District to use specified City staff for the purposes outlined herein.

RECITALS

WHEREAS, this Agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 35.61.130(2) and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the District maintains and operates the Mt. Rainier Pool within the City limits of Des Moines; and

WHEREAS, the District does not have any employees but requires assistance with clerical matters and project management; and

WHEREAS, the City employs staff members with sufficient experience and knowledge to provide the District with clerical and project management services; and

WHEREAS, this agreement represents a collaborative effort to share resources by defining the terms and conditions under which the District may use the services of certain City staff members; and

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34, the District and the City do hereby agree to the following:

1. TERM/TERMINATION

- 1.1. **Term.** This agreement shall be effective from April 1, 2011 and shall continue until terminated as provided herein.
- 1.2. **Termination.** Either party may terminate this agreement by providing the other party with ninety (90) days prior written notice of its intent to terminate.

2. SCOPE OF WORK

- 2.1. The City Clerk will provide the services listed below as needed up to ten (10) hours per week under the supervision of the District. Subject to availability and the City Manager's discretion, specific City staff members may additionally provide the following services subject to the immediate supervision of the District:

2.2. Clerk Services:

- a. Take notes at all meetings and prepare minutes

- b. Collect agenda items, prepare the agenda and prepare meeting packets
- c. Prepare meeting room and clean up as necessary
- d. Post special meeting notifications and other postings
- e. Pick up mail at Des Moines Post Office, open & distribute as appropriate
- f. Organize & maintain District records/files according to state archive requirements
- g. Prepare payment documents for submittal to King County Treasury for payment
- h. Perform non-complex data collection & research on request of Board of Commissioners & General Counsel
- i. Assist with development of appropriate District reports
- j. Maintain, post documents & update The Pool District's website
- k. Support State Auditor's Office with annual audit
- l. Maintain reports such as monthly expense & revenue report

2.3. Project management services

- a. Defining Scope of Work
- b. Estimating project
- c. Scheduling project
- d. Coordinate project with District legal counsel
- e. Organizing/maintaining project file
- f. Soliciting Request for Quotations
- g. Coordinating with contractors
- h. Prepare bid summary and present to Board for selection/approval
- i. Formalize contracts
- j. Maintain work log (e.g., hours worked by contractor per day)
- k. Assure compliance w/ statutory requirements (e.g., prevailing wages)
- l. Manage bonding
- m. Coordinate billings, payments and retainage
- n. Perform inspections to assure contractor performance, including punch list
- o. Develop Change Order Requests and coordinate Change Order approval with Board and contractor
- p. Collect/consolidate contract documentation
- q. Prepare, coordinate and distribute final work acceptance document (quality, cost, schedule)
- r. Process final payment
- s. Close project and compile final project folder for retention
- t. Provide monthly status reports to the District Board of Commissioners

3. COST OF SERVICES & PAYMENT

3.1. **Cost Basis.** District shall pay City for providing services under this Agreement as follows:

- a. **Clerk Services.** Hourly rate of \$50.00. The Clerk shall provide the District with a monthly report identifying the services provided to the District.

b. **Project Management Services.** Services shall be billed to the District on a monthly basis at the hourly rate of \$65.00.

3.2. **Annual Increase.** The rates charged shall be subject to change once per year. City shall submit 30 days advance written notice to the District of the annual increases to the rates listed in **Exhibit A** and the monthly Clerk Services fee.

3.3. **Monthly Reporting and Payment to City.** City shall provide to the District a monthly invoice for the Clerk Services and Project Management Services no later than fifteen business days after the end of each month. The invoice shall itemize the time and tasks provided for services rendered by the City. Payment will be due 30 days from the date of invoice and made payable to the City.

3.4. **Materials and supplies.** The City will provide office space and office facilities including but not limited to, copying machines, computers, fax machines, and consumable office supplies owned by the City as necessary to support the services provided under this Agreement. The District will furnish all other necessary supplies and materials.

4. SCHEDULING AND SUPERVISION OF SERVICES

4.1. **Work Schedules.** The parties agree to jointly establish mutually agreeable work schedules for the services under this Agreement.

4.2. **Employer** The employees providing services to the District under this Agreement shall be, at all times, employees of the City and will be governed by City employment policies except as modified by this Agreement.

4.3. **Supervision.** The District's Board chairperson or designee will be primarily responsible for supervising the services provided. The District shall direct all issues regarding performance of the services to the City Manager.

5. MISCELLANEOUS

5.1. **Confidentiality.** The parties recognize that City staff performing services under this Agreement may have access to and be responsible for confidential information of the District. The City agrees that the staff providing services under this agreement are obligated to hold District confidential information in the strictest confidence, and shall be prohibited from using or disclosing District confidential information to any third party, including the City, without the express oral or written consent of the District Board. Breach of confidentiality by City staff shall be grounds for immediate termination of this Agreement.

5.2. **Records.** All records relating to the provision of the services called for in this Agreement shall be considered records of the District, and shall be retained in accordance with the records retention requirements of the District.

- 5.3. **Property.** This Agreement is not intended to authorize any joint acquisition of property and all property acquired by any party to enable it to perform the services required under this agreement, shall remain the property of the party that acquired the property in the event of a termination of this Agreement
- 5.4. **Indemnification.** The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.
- 5.5. **Assignment.** This agreement may not be assigned by either party without written consent of the other parties.
- 5.6. **Waiver and Severability.** If any term or condition of this agreement, or application thereof to any person or circumstance, 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.
- 5.7. **Total Agreement.** The parties acknowledge that they have read and understand this agreement, and do agree thereto in every particular. The parties further agree that this agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with mutual consent of the parties.
- 5.8. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- 5.9. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the City Manager and District's Board Chairperson
- 5.10. **Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the parties websites in accordance with RCW 39.34.040.
- 5.11. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 5.12. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

5.13. **Ratification.** Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and affirmed.

5.14. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

5.15. **Counterparts.** This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

DISTRICT:

DES MOINES POOL METROPOLITAN
PARK DISTRICT:

By: Martin P. Martinson

Print Name: Martin P. Martinson
Its Commissioner, President

DATE: 06/07/11

CITY:

CITY OF DES MOINES

By: 

Print Name: Anthony A. Piasecki
Its City Manager

DATE: 7/11/11

NOTICES TO BE SENT TO:

DES MOINE POOL METROPOLITAN
PARK DISTRICT

(253) _____ (telephone)
(253) _____ (facsimile)

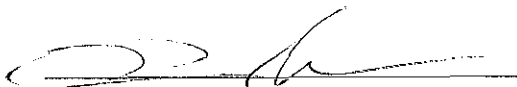
NOTICES TO BE SENT TO:

CITY OF DES MOINES

Anthony A. Piasecki, City Manager
21630 11th Avenue So., Suite A
Des Moines, WA 98198

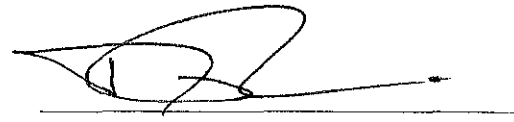
(206) 870-6541 (telephone)
(206) 870-6540 (facsimile)

APPROVED AS TO FORM:



Brian Snure,
Attorney for District

APPROVED AS TO FORM:



City Attorney