

INTERLOCAL COOPERATION AGREEMENT

As-Needed Services/Loaned Employees

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City Carnation, Washington (“Carnation”) and the City of Duvall, Washington (“Duvall”), both municipal corporations organized under the laws of the State of Washington, for the purpose of establishing a contractual relationship under which each city will avail its employees to perform services for the other city on an as-needed basis.

Recitals

WHEREAS, both Carnation and Duvall (each a “party” and collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities; and

WHEREAS, the Parties desire to establish an arrangement under which each party may utilize services provided by the other party’s employees on a periodic, as-needed basis subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship under which each party may avail its employees to provide services for the other party on an as-needed basis, and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement shall be reasonably construed in furtherance of this purpose.

Section 2. Provision of Services. Each party may utilize the employees of the other party to perform governmental services subject to the provisions of this section.

A. Request for Services. When a party desires employee services from the other party, the requesting party shall notify the other party at least 48 hours in advance of the day(s) during which the requested services will be performed, unless said service is an emergency, in which case this requirement is waived.

. Each request shall specify: (i) the nature and scope of the requested services; (ii) the date and estimated duration of the services; and (iii) the location where the requested services

will be performed. Requests may be communicated by telephone, U.S. Mail, electronic mail or facsimile.

B. Approval or Denial of Request. Upon receiving a request pursuant to Section 2(A), a party shall respond to the requesting party by either approving or denying the request. Responses may be communicated by telephone, U.S. Mail, electronic mail or facsimile.

C. Prioritization of Employee Time. The approval of a request for employee services pursuant to this section shall be subject to availability as determined in the sole discretion of the party receiving the request. It is expressly understood that each party's need for the services and time of its own employees shall take precedence over a request from the other party in the event of a conflict. Nothing herein shall be construed as requiring the approval of any request.

D. Performance of Services. Each employee performing services under this Agreement shall follow the reasonable directives of the requesting party, as defined by the mutually accepted scope pursuant to Section 2(A), and shall comply with all applicable laws, regulations, ordinances, codes and policies throughout the duration of such performance.

E. In addition to any requirements set forth herein and/or in any applicable laws, regulations, ordinances, codes or policies, the following provisions shall apply to the services performed by each employee utilized under this Agreement:

(1) Work Hours. The employee shall perform such services exclusively during regular business hours (8:00 a.m. through 5:00 p.m.), exclusive of travel time, unless expressly authorized by the requesting party.

(2) Office Space. For the purpose of providing services at the City Hall of the requesting party, the requesting party shall provide a temporary office workstation for the employee's reasonable use.

(3) Vehicle Use. The employee shall use his/her vehicle or the vehicle of his/her employer for purposes of necessary travel pursuant to this Agreement. The employee shall maintain a valid Washington State driver's license at all times relevant to this Agreement.

(4) Tools and Equipment. Except as otherwise specified in this Agreement or directed by the requesting party, the employee shall utilize his/her own tools and equipment for purposes of providing services hereunder.

F. Law Enforcement Personnel Excluded. This Agreement shall not cover employees engaged in law enforcement, the services for which are governed by a separate agreement between the Parties.

Section 3. Payment. Services provided under this Agreement shall be compensated at the rates and in the manner set forth in this section.

A. Hourly Fee. For services satisfactorily rendered under this Agreement, the requesting party shall compensate the other party at an hourly rate which includes pay and benefits per employee per hour, rounded upward to the nearest half-hour and inclusive of necessary travel. The Parties mutually acknowledge and agree that said fee reasonably reflects the full and true value of the services provided hereunder and is compliant with RCW 43.09.210.

B. Mileage Reimbursement. Separate from and additional to the hourly fee set forth in Section 3(A), the requesting party shall reimburse the other party for employee transportation between Duvall City Hall and Carnation City Hall at the current IRS mileage reimbursement rate.

C. Incidental Expenses. Incidental expenses such as photocopies, postage and material purchases shall be reimbursed at cost, inclusive of applicable tax.

D. Invoice and Payment Procedure. Each party shall submit a monthly written invoice to the requesting party for employee services rendered during the preceding month. Each invoice shall detail the services provided and any reimburseable expenses incurred. The requesting party shall remit appropriate payment to the other party within 30 days of receiving each invoice.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and shall remain effective until December 31, 2015, unless terminated earlier in accordance with Section 5. The Parties may at their option renew this Agreement for a mutually agreeable term by a writing signed by both Parties.

Section 5. Termination. Either party may terminate this Agreement with or without cause by providing the other party with thirty (30) days written notice of its intent to terminate. Neither termination nor expiration of this Agreement shall relieve a party from remitting payment to the other party for satisfactory services previously rendered.

Section 6. Administration; No Separate Entity Created. The Carnation City Manager and the Duvall Mayor shall serve as administrators of this Agreement. No separate legal entity is formed hereby.

Section 7. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a party shall remain within the sole and exclusive ownership of that party following the termination or expiration of this Agreement.

Section 8. Indemnification. Each party shall indemnify, defend and hold harmless the other party as provided in this section.

A. Carnation shall indemnify, defend and hold harmless Duvall, its officials, agents and employees, from and against any and all liability, including attorney's fees, arising from injury or death to persons or damage to property resulting in whole or in part from negligent or willfully wrongful acts or omissions of Carnation, its agents or employees.