

**Interlocal Agreement by and between
the City of Mukilteo and the Mukilteo Water and Wastewater District
regarding sharing of resources to hire a GIS/CAD Technician.**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF MUKILTEO, a municipal corporation of the State of Washington (the “City”), and the MUKILTEO WATER AND WASTEWATER DISTRICT, a municipal corporation of the State of Washington (the “District”) (each individually a "Party" and collectively the "Parties") for the purposes set forth below.

RECITALS

WHEREAS, the City and the District are in need of professional Geographic Information Services (GIS); and

WHEREAS, it is in the best interest of both the City and the District to combine resources wherever possible to save taxpayer dollars that serve the same community; and

WHEREAS, the Parties desire to partner to fund their respective GIS mapping needs while reducing redundancies between agencies; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the purpose of this Agreement is to create a binding contract between the Parties with respect to funding and filling a GIS/CAD position to serve both agencies;

NOW, THEREFORE, the Parties agree as follows:

1. PROJECT DESCRIPTION

The Parties agree to work together cooperatively to for the City to hire a GIS/CAD Technician who will produce maps and drawings, develop GIS databases, and gather GPS data for City and District purposes.

2. CONSIDERATION

The cost to fund a GIS/CAD Technician position shall be divided between the Parties as follows:

- The City shall pay for a three-quarter time (1,560 hours/year) GIS/CAD union represented technician position at the City’s standard starting salary range of 73, Step A. Step increases shall be per the Clerical Union contract which is typically five percent per steps A – E plus any cost of living increases over time.

- The District shall have the right, but not the obligation, to purchase up to an additional five hundred twenty (520) hours per calendar year of GIS/CAD Technician time for District mapping/GIS projects at the then current hourly rate of the GIS/CAD Technician position. This, in effect, increases the GIS/CAD Technician position from a ¾ time position to up to a full time position without having to pay overtime costs. See Attachment A for the 2014 salary schedule, which is incorporated herein by reference. The rates for GIS/CAD Technician services will be adjusted annually in accordance with the City's salary schedule without amendment of this Agreement.

3. CITY RESPONSIBILITY.

- A. The GIS/CAD Technician shall be a City employee and subject to the City's Clerical Union contract and Employee Handbook rules and responsibilities. The City shall be responsible to pay in full the GIS/CAD Technician compensation, to withhold applicable taxes, and to provide and pay for all benefits such as health insurance and workers compensation.
- B. The City shall provide the office space, equipment, supervision and training for the GIS/CAD Technician position according to City rules and policies.
- C. The City shall bill the District on a monthly basis for any hours contracted by the District per Section 4 herein.

4. DISTRICT RESPONSIBILITY.

- A. The District shall submit a Task Order on the form attached as Attachment B, which is incorporated herein by this reference, to the City describing the proposed GIS/CAD project with the estimated number of hours and cost of the project.
- B. The District shall provide at least two (2) weeks notice prior to the start of a project to accommodate the work schedule of the GIS/CAD Technician.
- C. The District shall be responsible to review and accept all GIS/CAD work product provided by the GIS/CAD Technician.
- D. Within thirty (30) days of receipt of a bill for any contracted GIS/CAD work, the District shall submit such payment to the City's Finance Department, except for any disputed amounts.

5. INDEMNIFICATION.

Each Party agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6. TERMINATION.

A. Either Party may terminate this Agreement at any time for convenience and without cause by delivering to the other Party written notice of termination. Such termination will take effect no sooner than thirty (30) days after delivery of the notice of termination.

B. The City shall have the right to terminate this Agreement upon provision of written notice of not less than (14) fourteen days prior to the effective date of termination if the City's funding for the GIS/CAD Technician position is reduced or becomes unavailable through failure of appropriation or otherwise.

7. RECORDS

All records pertaining to this Agreement and accounting shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to this Agreement will be furnished to the State Auditor upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the specified retention period.

The City agrees to return to the District upon termination of this Agreement all documents, drawings and other written or graphic material, however produced, received from District and used by the City in performance of its services hereunder. All drawings, designs and other work product (collectively referred to as "Work Product") produced by the GIS/CAD Technician for or on behalf of the District in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and the City agrees to assign all ownership rights to such Work Product to the District.

8. DISPUTE RESOLUTION

This section shall govern any disagreements between the City and the District regarding interpretation or implementation of any provision of this Agreement. The Parties agree to mediate any such dispute with Judicial Dispute Resolution (JDR) or JAMS in Seattle, Washington. If neither JDR nor JAMS is in existence or able to hear the dispute, the mediator shall be appointed by the American Arbitration Association. All costs for mediation services shall be divided equally between the Parties. Each Party shall be responsible for the costs of their own legal representation. On the tenth day after the first mediation session regarding any dispute between the Parties and the dispute was not resolved through mediation, either Party may commence litigation for the enforcement or interpretation of this Agreement.

Venue for any lawsuit arising under this Agreement shall be Snohomish County Superior Court.

9. CHANGES AND MODIFICATIONS

Either Party may request changes, amendments, or additions to any portion of this Agreement; however, no such changes, amendments, or addition to any portion of this Agreement shall be valid or binding upon either Party unless it is in writing and executed by both Parties. All amendments shall be attached to and made part of this Agreement.

10. NOTICES AND CONTACTS

A. Unless otherwise directed in writing, notices, reports, invoices and payments shall be delivered to each party as follows:

Notices mailed by either Party shall be deemed effective on the date mailed. Either Party may change its address for receipt of reports, notices, invoices, or payments and/or designation of Project Manager by giving the other written notice of not less than seven (7) days prior to the effective date.

B. Staff contact for each Party is as follows:

Mukilteo Water & Wastewater District
Jim Voetberg
General Manager
7824 Mukilteo Speedway
Mukilteo, WA 98275
425-355-3355
JimV@mukilteowwd.org

City of Mukilteo
Patricia Love
Assistant Director of Community Development
11930 Cyrus Way
Mukilteo, WA 98275
425-263-8041
plove@ci.mukilteo.wa.us

11. SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

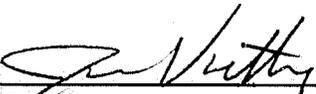
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12. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written which is not incorporated herein is expressly excluded.

**MUKILTEO WATER AND
WASTEWATER DISTRICT**

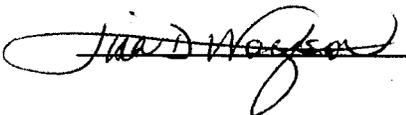
CITY OF MUKILTEO

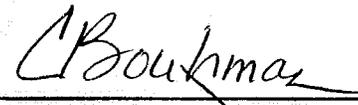
By: 
Jim Voetberg
General Manager

By: 
Jennifer Gregerson
Mayor

ATTEST/AUTHENTICATED:

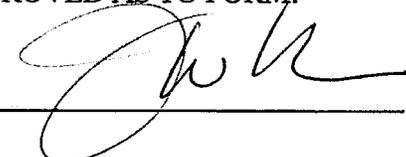
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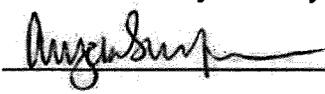



Christina J. Boughman, City Clerk

Authorized by Board Action.
Agenda Bill # -
Date: February 5, 2014

Authorized by City Council Action.
Agenda Bill # 2014-14
Date: JANUARY 21, 2014

APPROVED AS TO FORM:


APPROVED AS TO FORM:
Office of the City Attorney


Attachment A: Salary Schedule
Attachment B: Sample Task Order

**Attachment A
Salary Schedule**

2014 Full Time Position:

| Position | Salary Range | Rate* | Step A | Step B | Step C | Step D | Step E |
|-----------------|---------------------|-------------------------------|---------------|---------------|---------------|---------------|---------------|
| GIS/CAD Tech | 73 | Yearly Salary | \$48,898.00 | \$51,343.00 | \$53,910.00 | \$56,605.00 | \$59,435.00 |
| | | Hourly Rate w/ Benefits | \$ 40.00 | \$ 42.00 | \$ 44.10 | \$ 46.31 | \$ 48.62 |

* The rates shown are close estimates only as they are subject to yearly COLA increases, union contract agreements, and mandated benefits.

Cost Share By Agency:

City of Mukilteo:

¾ Time Position @ 1,560 hours:

| Position | Salary Range | Rate | Step A | Step B | Step C | Step D | Step E |
|-----------------|---------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| GIS/CAD Tech | 73 | Yearly: Salary & Benefits | \$62,400.00 | \$65,520.00 | \$68,796.00 | \$72,244.00 | \$75,847.00 |
| | | Hourly | \$ 40.00 | \$ 42.00 | \$ 44.10 | \$ 46.31 | \$ 48.62 |

Mukilteo Water & Wastewater District:

Option to Contract up to 520 Hours Per / Year

| Position | Salary Range | Rate | Step A | Step B | Step C | Step D | Step E |
|-----------------|---------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| GIS/CAD Tech | 73 | Yearly: Salary & Benefits | \$20,800.00 | \$21,840.00 | \$22,932.00 | \$24,081.00 | \$25,282.00 |
| | | Hourly | \$ 40.00 | \$ 42.00 | \$ 44.10 | \$ 46.31 | \$ 48.62 |

Attachment B
Sample Task Order

Formal Task Assignment Document

City of Mukilteo / Mukilteo Water & Waste Water District GIS/CAD ILA

Task Number _____

The general provisions and clauses of the City of Mukilteo / Mukilteo Water & Wastewater District GIS / CAD ILA shall be in full force and effect for this Task Assignment.

Project Title: _____

Maximum Amount Payable Per Task Assignment: Not to Exceed \$ _____

Completion Date: _____

Description of Work:

City of Mukilteo Signature: _____

Date: _____

Mukilteo Water & Wastewater District: _____

Date: _____