

# ORIGINAL

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 423

A RESOLUTION, authorizing participation in an Interlocal Agreement establishing the restructured Puget Sound Council of Governments.

WHEREAS, the City of Redmond recognizes the need and desirability to participate in a forum for cooperative decision making by elected officials of local jurisdictions within the central Puget Sound region, in order to bring about a continuous and comprehensive regional planning process; and

WHEREAS, the Interlocal Cooperation Act of 1967 (Chapter 39, 34, Revised Code of Washington) permits the establishment of said forum by enabling local government units to exercise jointly any power or powers, privileges or authority exercised or capable of exercise by a unit of local government; and

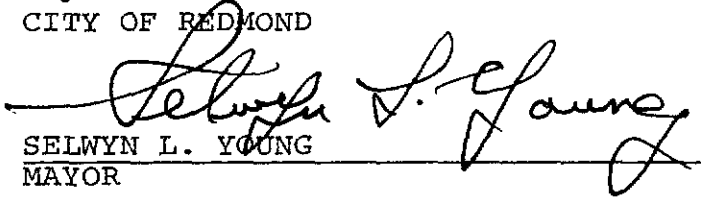
WHEREAS, an Interlocal Agreement has been prepared by an ad hoc committee of local elected officials and approved by the full Assembly of existing members of the Puget Sound Council of Governments; said document establishing a restructured organization having delegated authority and purposes consistent with the needs of local units of government; now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Approval of Interlocal Agreement. The City hereby approves the Interlocal Agreement establishing the restructured Puget Sound Council of Governments and the participation by the City in such undertaking.
2. Joint exercise of powers. By becoming a party to the Interlocal Agreement, the City agrees to exercise jointly, with other local units of government entering into said Interlocal Agreement, the powers conferred upon them by constitution or statute or powers implicit in those conferred powers; and
3. Mayor authorized to execute agreement. The mayor is authorized to execute the Interlocal Agreement and to execute and submit, for and on behalf of the City of Redmond, any information or documentation as may be required in connection with the foregoing agreement.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 3 day of May, 1977.

CITY OF REDMOND

  
SELWYN L. YOUNG  
MAYOR

ATTEST:

  
PAUL F. KUSAKABE  
CITY CLERK

APPROVED AS TO FORM:

  
JOHN D. LAWSON  
CITY ATTORNEY

Resolution No. 423

PUGET SOUND COUNCIL OF GOVERNMENTS

CONTRACT NO. \_\_\_\_\_

PROJECT TITLE Planning Capacity Building

THIS AGREEMENT, entered into as of this 1st day of May, 1977, by and between City of Redmond, Washington (herein called "City" ) and the PUGET SOUND COUNCIL OF GOVERNMENTS (herein called PSCOG) witnesseth that:

WHEREAS PSCOG desires to effect the completion by the Contractor of certain technical or professional services hereafter described in connection with an undertaking which is expected to be partially financed by Local Capacity Building Funds:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of City. PSCOG hereby agrees to engage the City and the City hereby agrees to perform the services hereinafter set forth in connection with PSCOG Project No. 4 - 5090 and 4 - 9090.
2. Scope of Services. The City shall do, perform and carry out in a satisfactory and proper manner, as determined by PSCOG, the services detailed in Appendix B, Scope of Services.
3. Contract Appendices. The following appendices are attached hereto, incorporated herein and are in full effect as part of this Contract:

Appendix A - PSCOG Standard Terms and Conditions  
Appendix B - Scope of Services

4. Time of Performance. The services of the City are to commence upon written authorization of PSCOG and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Contract; but in any event, all the services required hereunder shall be completed by 30 June 1977.

5. Compensation . PSCOG agrees to pay the City the total sum of two thousand dollars (\$2,000. ) for the services in Appendix B, Scope of Services. The payment will be made as follows: \$1,000 on the 31st day of May and \$1,000 on the 30th day of June.

IN WITNESS WHEREOF PSCOG and the City have executed this agreement as of the date first above written.

REDMOND  
City

By *Stephen L. Young*  
MAYOR OF THE CITY OF REDMOND

Puget Sound Council of Governments

By *Mark Paul*  
Executive Director

PSCOG Standard Terms and Conditions

1. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein called the "planning area": The counties of King, Pierce, Kitsap and Snohomish in the State of Washington.

2. Personnel.

a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with PSCOG.

b. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of PSCOG.

3. Documentation of Contract Funds. All amounts, including paid services contributed by the Contractor, charged to the Contract shall be supported by properly executed payrolls, time records, invoices, contracts, receipts or vouchers evidencing in proper detail the nature and propriety of the charges. Documentation shall include methodology, criteria and alternates examined in the course of letting contracts. Contributions made by outside or other organizations or individuals shall be appropriately documented.

4. Audits and Records. At any time during normal business hours, and as often as deemed necessary, there shall be made available to the PSCOG, its funders or agents for examination all of the Contractor's records with respect to all matters covered by this Contract and the Contractor will permit PSCOG or its agents or funders to audit, examine and make excerpts or transcripts from the records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Such records shall be kept available for three years after the completion of the Contract.

5. Termination of Contract for Cause. If, through any cause, either party shall fail to fulfill in timely and proper manner its obligations under this agreement, the other party shall thereupon have the right to terminate this agreement by giving ten (10) days written notice of such termination, and specifying the effective date thereof; provided however, that if PSCOG's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this agreement by giving written notice thereof.

In the event of any termination under the terms of this section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall become property of PSCOG. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

The Contractor shall be liable to PSCOG for damages sustained by PSCOG by virtue of any breach of the Contract by the Contractor, and PSCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due PSCOG is determined.

6. Termination for Convenience of PSCOG. PSCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in section 5 above shall become the property of PSCOG. If the Contract is terminated by PSCOG as provided under the terms of this section, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed in addition to the above payment for that portion of the actual out-of-pocket expenses incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

7. Amendments. Any amendments to the contract shall be made in writing.

8. Equal Employment Opportunity.

The Contractor shall not discriminate against any employee or applicant for employment because of race,

color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such actions shall include but not be limited to the following: employment; upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age or national origin. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions shall be binding upon each subcontractor. The foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. No Conflict of Interest. No employee of PSCOG or of any Federal, State, regional or local government or agency, and no elected official who exercises any functions or responsibilities in the review, approval, or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

10. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the PSCOG; Provided, however, that claims for money due or to become due to the Contractor from PSCOG under the terms of their Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PSCOG.

11. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

12. Findings Confidential. PSCOG may request that certain materials produced by the Contractor under the terms of this Contract be kept confidential. In such case the Contractor shall not make available such materials to any individual or organization without the prior written approval of PSCOG.

13. Identification of Documents. All reports, maps, and other documents completed as a part of this Contract shall carry on the front cover or a title page (or, in the case of maps, in the same block) containing the name of PSCOG, the notation that the preparation of this report, map, or other document was financed in part through a planning grant from the agency referenced in the forward of this Contract, together with the month and year the document was prepared.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. PSCOG and any government agency financially contributing to the completion of this Contract shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

Appendix B

SCOPE OF SERVICES  
CONTRACT BETWEEN

THE PUGET SOUND COUNCIL OF GOVERNMENTS

AND

THE CITY OF REDMOND, WASHINGTON

The City of Redmond will provide the following as part of this contract:

1. Data as may be required in the development of the Growth and Development plan.
2. Liaison and staff assistance to the regional in the development of work programs, studies and other components of a subregional plan so much as it affects their jurisdictions and their attendant planning areas.
3. Staff time to attend meetings, conferences and provide personal contacts to the Subregional Council and to King County in the preparation of the Growth and Development Plan.
4. Written comments and provide for local comment and input as required to the Subregional planning staff and to King County as appropriate to the development plan as it applies to their jurisdiction and to their planning areas.

Staff participation in addressing issues common to jurisdictions such as Metro, King County and others as appropriate with special attention to land use issues, water quality and supply, transportation and Metropolitan Planning Organization (MPO) work activity.