

INTERLOCAL AGREEMENT
FOR
SERVICES OF DIRECTOR AND ASSISTANT
DIRECTOR OF THE
DEPARTMENT OF PUBLIC WORKS and
THE CONSOLIDATION
OF MUNICIPAL SERVICES AND DEPARTMENTS

This Interlocal Agreement is entered into by and between the CITY OF LONGVIEW, WASHINGTON, a non-charter optional code city of the State of Washington, (sometimes hereinafter referred to as "Longview") and the CITY OF KELSO, WASHINGTON, a charter code city of the State of Washington, (sometimes hereinafter referred to as "Kelso"), pursuant to the authority granted in RCW 35A.11.040, and RCW chapter 39.34.

The purpose of this agreement is to establish a JOINT DEPARTMENT OF PUBLIC WORKS, to serve Longview and Kelso separately and simultaneously, and to provide for cooperative performance of certain services and the furnishing of employees, machinery and equipment in order to minimize duplication of employees, to develop consistency in service, and to provide for the public safety and welfare.

Longview employs a Director of Public Works and Kelso proposes to employ an Assistant Director of Public Works. Each of the cities employs personnel in various departments in their respective jurisdictions who work and perform services under the direction of their respective departments of Public Works and in other departments. After careful consideration, it has been determined that a single Director and Assistant Director of Public Works, working together, can best serve the needs of Longview and Kelso, achieve economies in government, and develop and maintain consistency in the performance of Public Works activities and services. It has also been determined that duplication of services and efforts by Longview and Kelso can be minimized by combining certain common departments of both cities, and that cost reductions will be achieved.

In consideration of the benefits that each of the parties hereto anticipates from the joint and cooperative employment of a Director of Public Works and an Assistant Director of Public Works, and the other cooperative activities as herein set forth, it is hereby agreed as follows:

1. EMPLOYMENT OF DIRECTOR OF PUBLIC WORKS AND ASSISTANT DIRECTOR OF PUBLIC WORKS: SUBORDINATE EMPLOYEES:

(A) The City Manager of Longview, shall employ a Director of Public Works whose job description and responsibilities shall be as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

(B) The City Manager of Kelso shall employ an Assistant Director of Public Works whose job description and responsibilities shall be as provided in Exhibit "B", attached hereto and incorporated herein by this reference.

C) All employees of Longview and Kelso, in the departments identified or entitled as:

- (1) Water, Sewer, Street & Traffic maintenance;
- (2) Engineering; and/or
- (3) Solid Waste/Recycling

shall act under the instructions and direction and as if they were employees of and subordinate to such Director and/or Assistant Director of Public Works.

(D) For purposes of Worker's Compensation, Employment Security, PERS I, PERS II, Federal Income Tax, and Federal Social Security reporting, payments contributions and benefits, Longview shall, at all times, be deemed to be the employer of said Director of Public Works and Kelso shall be deemed to be the employer of the Assistant Director of Public Works.

(E) The Director of Public Works shall be deemed to be, at all times, an employee of Longview and all compensation, employment benefits, discipline, promotion, demotion, and all other matters relating to employment shall be the responsibility of Longview.

(F) The Assistant Director of Public Works shall be deemed to be, at all times, an employee of Kelso and all compensation, employment benefits, discipline, promotion, demotion, and all other matters relating to employment shall be the responsibility of Kelso.

2. DIRECTOR OF PUBLIC WORKS AND ASSISTANT DIRECTOR OF PUBLIC WORKS TO SERVE BOTH CITIES UNDER DIRECTION OF BOTH CITY MANAGERS:

The Director of Public Works and Assistant Director of Public Works shall serve simultaneously and separately for Longview and Kelso devoting as much time and effort to each city as is deemed by them to be necessary. When serving in such capacity for Longview they shall act under the instructions and direction of the Longview City Manager and as if they were employees of and subordinate to such City Manager. When serving in such capacity for Kelso they shall act under the instructions and direction of the Kelso City Manager and as if they were employees of and subordinate to such City Manager. All employees of Longview and Kelso, who work in the departments identified in section 1(C), above, whose positions are subordinate to such Director of Public Works and/or Assistant Director of Public Works shall act under the instructions and direction and as if they were employees of and subordinate to such Director of Public Works and Assistant Director of Public Works.

3. PAYMENT OF SALARIES, BENEFITS AND OTHER MATTERS:

(A) The Director of Public Works shall receive all compensation, salary, sick leave, vacation leave, and all other benefits of employment from Longview in the manner and at the times that other Longview employees receive the same.

(B) The Assistant Director of Public Works shall receive all compensation, salary, sick leave, vacation leave, and all other benefits of employment from Kelso in the manner and at the times that other Kelso employees receive the same.

4. CONSOLIDATION OF OTHER MUNICIPAL DEPARTMENTS:

(A) Vehicle Fleet Maintenance: Longview will be responsible for and perform, through its department entitled "Fleet Maintenance Department", all repair and maintenance services to motor vehicles, trucks, and other machinery and equipment of Longview and Kelso. To facilitate this provision, two employees of Kelso whose job descriptions are of "mechanics" will become employees of Longview. Kelso shall retain and maintain ownership of all motor vehicles, equipment and machinery owned by it, and shall be responsible for all replacement thereof. Kelso shall retain ownership of its "shop facilities" and equipment. All such repair and maintenance service shall be performed in Longview's "shop facilities." Kelso shall pay Longview an hourly sum for all repair and maintenance services hereunder and shall pay the cost of all parts, lubricants, filters and other related items used in servicing and repairing of Kelso motor vehicles, trucks, machinery and equipment.

(B) Longview will be responsible for and perform, through its department entitled "Solid Waste/Recycling" the administration of Kelso's solid waste (garbage) collection and recycling service. Kelso shall pay to Longview a pro-rated share of the total costs of such administration calculated as shown in Exhibit "C", attached hereto and incorporated herein by this reference.

(C) Longview will be responsible for the maintenance of Kelso's park facilities and equipment and the operation of its recreational program. To facilitate this provision, two park department employees and one recreation department employee of Kelso will become employees of Longview. Such maintenance work shall include, but not be limited to, routine and ordinary repair and maintenance of play equipment, athletic fields, fixtures and equipment and the irrigation, mowing, trimming and care of park areas in the City of Kelso. In consideration of the performance of such maintenance work and services, Kelso will pay to Longview, for the calendar year 1999, the amounts set forth in Exhibit "D". The amounts to be paid to Longview for calendar years thereafter shall be as determined by the annual budgets of both cities. The maintenance work and services to be performed by Longview for Kelso hereunder shall not include replacements or acquisitions.

(D) Longview will be responsible for administration and engineering support for the Kelso/Longview Airport. Engineering support includes, but is not limited to, administration of capital improvement projects, master planning, and other technical support that may be required. Administration assistance includes preparation and management of the annual budgets, personnel supervision, and other administrative support that may be required. Kelso will continue to provide clerical, financial, and legal services as stated in the Interlocal Agreement between Longview, Kelso, Cowlitz County, and the Port of Longview.

(E) Longview will be responsible for administration of the Kelso Station. This includes preparation and management of the annual budgets, management of the property management contractor, and other administrative support that may be required. Kelso will continue to provide financial and legal services as is presently provided by Kelso.

5. TERM OF AGREEMENT:

This Agreement is for an indefinite term, subject to cancellation by either party hereto upon 90 days' advance written notice to the other; provided, however, that either party hereto may, on 90 days' advance written notice to the other, cancel and terminate the provisions of sections 4 (A), (B), (C), (D) and/or (E) without effecting any other provisions of this Agreement.

6. NO ENTITY CREATED:

There is no separate organization or administrative entity created or necessitated by this Agreement.

7. MANNER OF FINANCING:

Except as provided herein, there are no provisions for financing of the terms of this Agreement. Each of the parties hereto shall provide for the financing of its own personnel and equipment and municipal expenses, other than as expressly provided herein.

8. ADMINISTRATION OF CONTRACT:

The administration of the provisions of this Agreement shall be undertaken by the joint and combined efforts of the City Managers of Longview and Kelso.

9. OWNERSHIP OF FACILITIES:

There are no facilities or properties to be acquired or purchased as a result of this Agreement.

10. EFFECTIVE DATE:

This Agreement shall become effective on the 13 day of August, 1998, or upon the execution hereof by both of the parties hereto, whichever is last to occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date that is hereafter shown alongside the signatures of they're respective authorized officers.

Dated: 8/13/98

Dated: 8/5/98

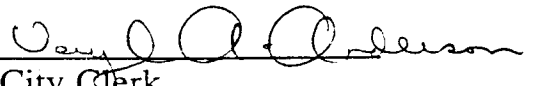
CITY OF LONGVIEW, WASHINGTON

CITY OF KELSO, WASHINGTON

By: 
City Manager

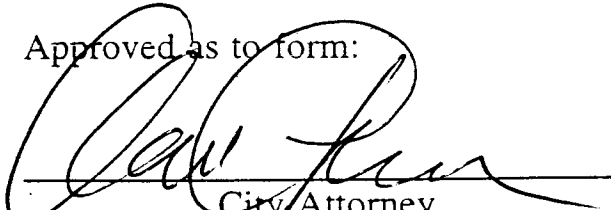
By: 
City Manager

Attest: 
City Clerk

Attest: 
City Clerk

Approved as to form:

Approved as to form:


City Attorney

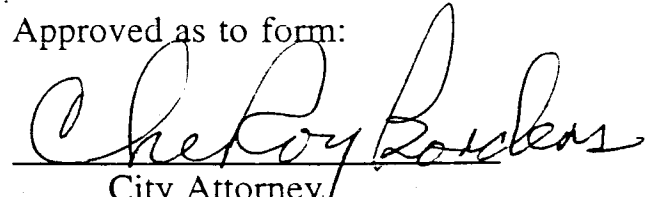

City Attorney

EXHIBIT "A"
PUBLIC WORKS DIRECTOR
DESCRIPTION OF DUTIES

Public Works Director

1. Oversee and manage the operation of all aspects of the Public Works Department(s) and be accountable for all divisions of both Cities.
 - Preparation and controlling annual budgets for each of the divisions.
 - Evaluate and manage personnel resources including discipline, personnel policies, labor issues/negotiations, and analyzing personnel needs of the department(s).
 - Develop department(s) policies that conform to City ordinances, State and Federal regulations.
 - Evaluate the department(s) performance.
2. Function as a member of the Cities Executive Management Team(s).
 - Assist with development of Cities strategic plan(s).
 - Oversee development of Cities Capital Improvement Program(s).
 - Participate in development and implementation of policies for personnel, risk management, City administration.
 - Attend weekly/bi-monthly department head meetings.
 - Attend Cities bi-monthly Council meetings.
3. Represent Cities and Department(s) interests on various boards and commissions (some boards will be delegated to various dept. staff)
 - Cowlitz Sewer Operating Board (CSOB)
 - Transit Board (CTA)
 - Airport Board (Kelso/Longview Regional Airport)
 - County Solid Waste Advisory Committee (SWAC)
 - Regional Water Operating Board
 - Metropolitan/Regional Transportation Planning Organizations
4. Directly manage operations and maintenance divisions of Cities Public Works Departments.

EXHIBIT "B"
ASSISTANT DIRECTOR OF PUBLIC WORKS
DESCRIPTION OF DUTIES

Assistant Director

1. Oversee and manage development and implementation of Cities master transportation (includes airport), water, sewer, and drainage facility plans.
 - Develop and maintain Cities public improvement standards for transportation, water, sewer, and drainage infrastructure.
 - Assist in preparation of Cities Capital Improvement Program.
 - Perform scoping and cost estimating of Cities transportation, water, sewer, and drainage infrastructure facilities.
 - Aggressively pursue and submit applications for federal and state grant and loan programs for public works infrastructure projects.
2. Oversee and manage new residential, commercial, and industrial development public works infrastructure in cities.
 - Review development proposals for conformance to cities master facility plans, City ordinances and standards and make recommendations for mitigation impacts.
 - Review plans and specifications and monitor construction of public improvements for residential, commercial, and industrial development.
 - Represent department(s) on Cities development review teams and Cities Planning Commissions, as necessary.
3. Directly manage Cities engineering divisions.
 - Oversee and manage Cities' Capital Improvement Program(s).
 - Perform planning, design, construction administration, and inspection of City funded capital projects.
 - Provide technical support to other Cities' departments and divisions within the Cities Public Works Departments.
 - Evaluate and identify resources required for carrying out engineering division duties.
 - Procure and manage consultant services for capital projects, as necessary, that are beyond the resources of the cities engineering divisions.
4. Direct Support
 - Attend department head and City Council meetings in the absence of Director.
 - Represent department on boards and commissions.
 - Assist in development of Cities annual budgets and Capital Improvement Program(s).

REVISED 6/19/98

EXHIBIT "C"

The following line-items are to be used in calculating the amount of money the City of Kelso will pay the City of Longview for the purpose of administrative oversight for the City of Kelso's solid waste and recycling programs. A calculated percentage of each of these line items will be paid for by the City of Kelso using the following formula:

Total the combined number of Longview and Kelso's solid waste customers.
 (this includes residential, multi-family and commercial)
 Divide the combined total into Kelso's total number of customers
 The resulting percentage is the number used to calculate Kelso's annual cost for services payable to the City of Longview for the administration of Kelso's Solid Waste and Recycling Department.

	<u>Longview</u>	<u>Kelso</u>	<u>Combined</u>
1998 Total # of Customers	12,088	4,404	16,492
Percentage Totals	73.30%	26.70%	100.00%

		<u>Longview's 1998 Budget</u>	<u>Kelso's 26.70%</u>
430-37-573-80-10-000	Salaries & Wages	\$89,680.00	\$23,944.56
430-37-573-80-10-003	Overtime	\$0.00	\$0.00
430-37-573-80-10-060	Fixed Car Allowance	\$540.00	\$144.18
430-37-573-80-20-001	Medical-Dental-Life	\$11,090.00	\$2,961.03
430-37-573-80-20-003	Pension-PERS 1 & 2	\$6,790.00	\$1,812.93
430-37-573-80-20-006	Social Security	\$6,820.00	\$1,820.94
430-37-573-80-20-140	Industrial Insurance	\$980.00	\$261.66
430-37-573-80-20-625	Unemployment Compensation	\$90.00	\$24.03
430-37-573-80-20-626	Employee's Benefit Reserve	\$1,340.00	\$357.78
430-37-573-80-31-099	Other Operating Supplies	\$250.00	\$66.76
430-37-573-80-31-001	Office & Operating	\$750.00	\$200.25
430-37-573-80-31-003	Books-Maps-Periodicals	\$200.00	\$53.40
430-37-573-80-31-004	Photo-Microfilm-Copy	\$400.00	\$106.80
430-37-573-80-35-003	Equipment	\$500.00	\$133.50
430-37-573-80-42-001	Telephone	\$416.00	\$111.07
430-37-573-80-42-001	Postage	\$200.00	\$53.40
430-37-573-80-42-001	Travel & Training	\$3,000.00	\$801.00
430-37-573-80-44-002	Recycling Promotion	\$15,000.00	\$4,005.00
430-37-573-80-45-051	Motor Pool Rent	\$750.00	\$200.25
430-37-573-80-45-052	Motor Pool Depreciation	\$1,480.00	\$395.16
430-37-573-80-47-003	Water-Sewer-Garbage	\$230.00	\$61.41
430-37-594-35-64-002	Office Furniture & Equipment	\$500.00	\$133.50
430-37-573-80-49-002	Dues-Subs-Memberships	\$400.00	\$106.80
430-37-573-80-49-026	Printing and Binding	\$200.00	\$53.40
430-37-573-80-49-060	Fixed Car Allowance	\$80.00	\$21.36
430-37-573-80-49-099	Miscellaneous	\$300.00	\$80.10
430-37-597-00-00-170	Oper Trans - Office Equip Res	\$28,580.00	\$7,630.86
		<u>\$170,566.00</u>	<u>\$45,541.13</u>

July 30, 1998

EXHIBIT "D"

The following line-items shall be used in calculating the amount of money the City of Kelso will pay the City of Longview for the purpose of administrative oversight for the City of Kelso's park and recreation services, and for the services identified in Section 4(C) of the Agreement to which this Exhibit is attached.

RECREATION DEPARTMENT:

001.25.574.10.10.000	Salaries and wages	\$37,712
001.25.574.10.10.001	Regular part-time	\$39,564
001.25.574.10.10.002	Seasonal/temporary	\$ 5,665
001.25.574.10.20.001-626	Benefits	\$12,405
001.25.574.10.20.006	Benefits	\$ 2,851
001.25.574.10.31.001	Office supplies	\$ 412
001.25.574.10.31.099	Operating supplies	\$11,232
001.25.574.10.41.006	Custodial & cleaning	\$ 500
001.25.574.10.41.099	Professional service	\$ 1,760
001.25.574.10.42.001	Telephone	\$ 1,000
001.25.574.10.42.003	Postage	\$ 940
001.25.574.10.43.003	Travel & training	\$ 600
001.25.574.10.47.001	Electricity	\$ 2,700
001.25.574.10.47.002	Gas	\$11,000
001.25.574.10.47.003	Water-sewer-garbage	\$ 2,400
001.25.574.10.48.001*	Mtnce-bldgs & structures	\$13,980
001.25.574.10.49.026	Printing & binding	\$ 1,000
	<u>SUB TOTAL</u>	<u>\$145,721</u>

PARKS DEPARTMENT:

001.26.576.80.10.000	Salaries and wages	\$73,247
001.26.576.80.10.002	Seasonal/temporary	\$ 2,500
001.26.576.80.10.003	Overtime	\$ 1,204
001.26.576.80.20.001-009	Benefits	\$21,781
001.26.576.80.31.005	Agricultural supplies	\$ 4,640
001.26.576.80.31.012	Gasoline-oil, etc.	\$ 500
001.26.576.80.31.014	Electrical supplies	\$ 1,448
001.26.576.80.31.016	Plumbing supplies	\$ 1,448
001.26.576.80.31.017	Building/structures	\$ 5,218
001.26.576.80.31.019	Trees/shrubs/annuals	\$ 100
001.26.576.80.31.023	Computer supplies	\$ 216
001.26.576.80.31.099	Other operating supplies	\$ 2,252
001.26.576.80.35.003	Equipment	\$ 4,425
001.26.576.80.35.004	Small tools	\$ 600
001.26.576.80.41.006	Custodial & cleaning	\$ 4,620
001.26.576.80.41.097	Medical exam	\$ 280
001.26.576.80.45.051	Motor pool-rent	\$12,915
001.26.576.80.45.099	Other rentals and leases	\$ 1,000
001.26.576.80.46.140	Insurance	\$ 4,920
001.26.576.80.47.001	Electricity	\$ 6,015
001.26.576.80.47.003	Water-sewer-garbage	\$14,360
001.26.576.80.48.001	Mtnce-bldgs & structures	\$10,280
001.26.576.80.49.099	Miscellaneous	\$ 1,970
	<u>SUB TOTAL</u>	<u>\$175,939</u>

TOTAL

\$321,660

* Includes Catlin Pool capital of \$5,000

REVENUE FUNDS:

\$313,585 will be paid by the City of Kelso to the City of Longview. The balance of \$8,075 will be generated through user fees for existing programs and rentals, and will be collected and retained by the City of Longview.