

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MILTON AND THE CITY OF FIFE
REGARDING ADMINISTRATIVE SERVICES**

1. **Parties.** This contract, dated December 11, 2012 ("Agreement Date"), is entered into by and between the City of Fife, an optional municipal code city organized under Chapter 35A.13 RCW (hereinafter "Fife") and the City of Milton, an optional municipal code city organized under Chapter 35A.12 RCW (hereinafter "Milton").

2. General Recitals.

2.1 Milton and Fife have determined that provision of certain administrative services by Fife to Milton would be mutually efficient and cost effective.

2.2 The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cities to enter into agreements with other governmental entities in order to efficiently and effectively provide services that each is independently authorized to perform.

2.3 Fife is willing to provide administrative services to Milton on the terms and conditions set forth in this Agreement.

2.4 The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits derived from each, and the exercise of authority granted by Chapter 39.34 RCW.

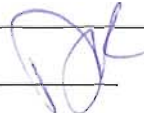
3. Provision of Administrative Services.

3.1 Beginning January 1, 2013, and continuing thereafter during the term of this Agreement, Fife shall provide Administrative services to Milton as more fully described in Exhibit "A," attached hereto and incorporated by this reference (the "Administrative Services").

3.2 The Administrative Services shall be provided under the general supervision of the Milton City Administrator or his/her designee, however personnel assigned by Fife to perform the Administrative Services shall remain employees of Fife. Standards of performance, discipline and other personnel matters regarding persons assigned by Fife to perform the Administrative Services shall remain under the control of Fife. No employee or agent of Fife shall be deemed to be an employee of Milton as a result of this Agreement.

3.3 All work done for the City of Milton by personnel assigned by the City of Fife to perform administrative services shall be done in accordance with:


Fife


Milton

- A. The assigned personnel's applicable job description of Senior Administrative Assistant, as more fully described in Exhibit "B" attached hereto and incorporated by this reference (the "Job Description"); and,
- B. The Collective Bargaining Agreement applicable to the assigned personnel. The City of Fife shall provide the City of Milton with a copy of the applicable Collective Bargaining Agreement.

3.4 Milton shall provide adequate office space, equipment and office supplies for the Administrative Services that are to be done at Milton.

3.5 Fife employees performing the Administrative Services shall do so at Milton offices. The Parties will work cooperatively to establish predetermined office hours in Milton for the Fife employee to perform the administrative work and to be available for meetings.

3.6 All work product prepared by Fife employees on Milton projects shall belong to Milton and shall be released to Milton at Milton's request, including electronic copies of documents, if any.

4.0 Agreement Duration.

4.1 This Agreement shall commence on the Agreement Date and shall continue to be extended automatically for additional calendar years, unless terminated by either party in accordance with the provisions set forth in paragraph 4.2.

4.2 This Agreement may be terminated by either party, for any reason, with 90 ninety days prior written notice to the other party.



5.0 Payment for Services.

5.1 Milton shall pay Fife on an hourly basis for the services provided under this Agreement according to the rate schedule attached hereto as Exhibit C, and incorporated herein by reference. Fife shall provide Milton with monthly invoices for services provided, and Milton shall tender payment to Fife within thirty days after the invoice is received.

5.2 Fife periodically updates its rate schedule for services that it charges to all users. If, during the Agreement term, Fife updates its rate schedule for all users, then it shall provide the new rate schedule to Milton. The rates in the new rate schedule shall be effective for all work performed after Milton receives the new rate schedule. The new rate schedule shall be substituted for the Exhibit C rate schedule without further action required by either Party.

6.0 Indemnity and Hold Harmless.

6.1 Milton agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and



Fife Milton

liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Milton, its elected officials, officers, employees, agents, and volunteers or by Milton's breach of this Agreement.

6.2 Fife agrees to indemnify and hold Milton, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Fife, its elected officials, officers, employees, agents, and volunteers or by Fife's breach of this Agreement.

6.3 In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

FOR THE PURPOSES OF THIS INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

7.0 Notices.

7.1 All Notices required by this Agreement shall be considered properly delivered when personally delivered, or when successfully transmitted by facsimile showing date and time of transmittal, or upon receipt of any notice sent by U.S. mail, or other carrier service to:

Fife:

Dave Zabell, City Manager,
City of Fife
5411 23d St. East
Fife, WA 98424
Facsimile: 253.922.5355

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Rd., Suite 311
Fife, WA 98424
Facsimile: 253.922.5848

Milton:

Debra Perry, Mayor
1000 Laurel St
Milton, WA 98354
Facsimile: 253.922.2385

With a copy to:

Bio Park
Ogden Murphy Wallace
1601 Fifth Avenue, Suite 2100
Seattle, WA 98101-1686
Facsimile: 206-447-0215

8. Insurance.

8.1 Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through WCIA or AWC insurance pools. Such coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

9. Miscellaneous Provisions.

9.1 This Agreement does not create any separate legal or administrative entity to which any power is delegated by the parties.

9.2 The rights, duties, and obligations of either party to this Agreement shall not be assignable.

9.3 The Agreement administration shall be the responsibility of the Milton City Administrator, for Milton, and the Fife City Manager, or his designee, for Fife. The parties will cooperatively work together to further the intent and purpose of this Agreement.

9.4 No personal or real property shall be acquired jointly by the parties.

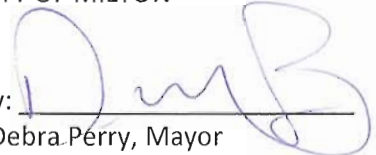
9.5 Prior to its entry into force, the parties shall electronically publish this Agreement on the website of both parties, in lieu of recording it with the auditor.

9.6 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.

9.7 Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.


9.8 This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provision. This agreement shall not be amended except in writing with the express written consent of the City councils of the respective parties.

CITY OF MILTON


By: 
Debra Perry, Mayor

ATTEST/AUTHENTICATED:

CITY OF FIFE

By: 
Dave Zabell, City Manager

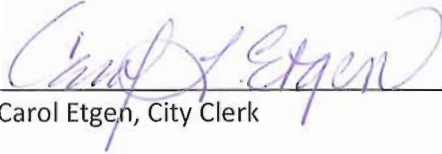
ATTEST/AUTHENTICATED:



Lisa Tylor, ~~Interim~~ City Clerk

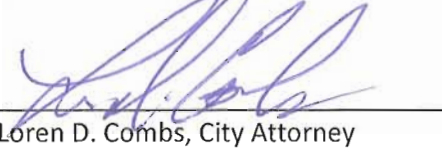
APPROVED AS TO FORM:

Bio Park, City Attorney



Carol Etgen, City Clerk

APPROVED AS TO FORM:



Loren D. Combs, City Attorney



Fife



Milton

EXHIBIT B
JOB DESCRIPTION

CITY OF FIFE

SENIOR ADMINISTRATIVE ASSISTANT

BASIC FUNCTION:

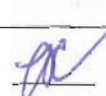
Provides varied and complex secretarial support services to relieve the director of administrative and clerical detail.
Plan, coordinate and organize office activities and coordinate flow of communications for the director.
Uses initiative and independent judgment, relieves superior of administrative details.
Assigned specific duties in coordination and cooperation with another department director or City Manager or his/her designee.

SUPERVISION:

Directly supervised by Department Director.
May be supervised by another Director, City Manager or his/her designee, on special assignments.
May have occasion to supervise other employee(s) on special assignments by the Director.

ESSENTIAL FUNCTIONS:

Provides varied and complex secretarial and specially assigned support services to relieve the director of administrative and clerical detail.
Organizes office activities and coordinates flow of communications to assure office and operation runs efficiently.
Receives and opens mail for the director and passes on important information to the director.
Receives visitors, including directors, staff and the public for the director.
Provides information and directs visitors to appropriate personnel.
Provides detail and technical information concerning policies and procedures where judgment, knowledge and interpretation of procedures and regulations are required.
Assures timely communications between assigned office and City employees.
Initiates telephone calls to receive and transmit information.
Resolves related issues as appropriate.
Answers telephones, screens and routes calls for the director.


Fife


Milton

Takes and relays messages as appropriate for the director.
Refers difficult situations to the director.
Researches and compiles a variety of information, computes statistical information for various reports, and processes and evaluates a variety of forms as related to assigned functions.
Maintains department budgets and assures that accounts are accurate and expenditures are within requirements.
Initiates purchase requisitions and budget transfers.
Composes, independently or from note or rough draft, a variety of materials including inter-office communication, forms, letters, flyers, contracts, special projects and other materials.
Establishes and maintains project and confidential files.
Coordinates, schedules and attends a variety of meetings as requested by the director.
Maintains appointment calendar for the director.
Collects and compiles information for meetings and projects and takes and transcribes minutes as requested by the director.
Prepares agenda items and back-up materials for a variety of meetings as requested by the director.
Orders, receives and distributes supplies and materials and prepares purchase requisitions for these materials.
Coordinates travel and conference arrangements for staff and prepares related forms and reimbursements.
Operates a variety of office equipment including a copier, fax machine, typewriter and a computer and assigned software.
Utilizes a computer and peripheral equipment to record information and generate lists, reports and other materials.
Performs back-up duties for other positions in department when necessary.
Performs other related duties as assigned.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Dexterity of hands and fingers to operate a computer keyboard.
Seeing to read a variety of materials.
Hearing and speaking to exchange information in person and on the telephone.
Sitting for extended periods of time.
Bending at the waist, kneeling or crouching to file materials.
Work in an office environment with constant interruptions.
May have to lift materials no more than forty (40) pounds.

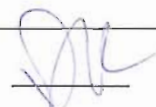
KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE OF:

Modern office practices, procedures and equipment.



Fife



Milton

Telephone techniques and etiquette.
City organization, operations, policies and objectives.
Applicable sections of municipal codes and other applicable laws.
Financial and statistical record-keeping techniques.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Interpersonal skills using tact, patience and courtesy.
Operation of a computer and assigned software.
Budgeting practices regarding monitoring and control.
Methods of collecting and organizing data and information.
Business letter and report writing techniques.

ABILITY TO:

Perform complex and responsible secretarial support duties requiring initiative and good judgment.
Work independently with little supervision.
Analyze situations accurately and adopt an effective course of action.
Assure efficient and timely completion of office and program projects and activities.
Understand and resolve issues, complaints or problems.
Establish and maintain cooperative and effective working relations with others.
Interpret, apply and explain laws, codes, rules, regulations, policies and procedures.
Maintain records and files.
Maintain confidentiality of privileged and sensitive information.
Meet schedules and time lines.
Plan and organize work.
Compile and verify data and prepare reports.

SKILLS:

Compose correspondence and written materials independently or from oral instructions.
Type or input data at an acceptable rate of speed.
Operate a variety of office equipment including a computer and assigned software.
Complete work with many interruptions.
Communicate effectively both orally and in writing.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by college-level course work in secretarial science, English, Communications or related field and four years of increasingly responsible secretarial or clerical experience.

SPECIAL QUALIFICATIONS:

Must have a valid Washington State Driver's license and good driving record.

Must be able to read, write and speak the English language.
Promotional from City of Fife Administrative Assistant position.

Union Status -
FLSA Status -
Salary Range -
Adopted –
Last Revision – 02-26-08

The statements contained herein reflect general details as necessary to describe the principal functions for the job, the level of knowledge, skill and ability typically required and the scope of responsibility and should not be considered an all inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or to balance the workload.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to represent a descriptive summary of the range of duties and responsibilities associated with specific positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.



Fife




Milton


EXHIBIT C
Rate Schedule
Fife- Milton Interlocal Agreement
Administrative Services

Senior Admin Asst \$45/hour

All union positions subject to annual increases, step increases, and overtime rates as per union contract.



Fife



Milton