

INTERLOCAL AGREEMENT ESTABLISHING A JOINT SAFETY OFFICER POSITION FOR BOTH THE CITY OF AUBURN AND THE CITY OF PUYALLUP

WHEREAS, this Agreement is entered into between the City of Puyallup, a municipal corporation, hereinafter referred to as "PUYALLUP", and the City of Auburn, hereinafter referred to as "AUBURN", pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34), for the purpose of providing a Safety Officer Position, hereinafter referred to as Safety Officer, for developing and administering a comprehensive safety program for the City of Puyallup and the City of Auburn, and

WHEREAS, Puyallup and Auburn seek to employ a regular, full time Safety Officer, the costs of which will be equally shared by the Cities of Puyallup and Auburn; and

WHEREAS, the full time equivalent (FTE) designation for the Safety Officer position shall be carried on Puyallup's payroll and also represented in the Puyallup budget. The Safety Officer's time will be allocated 50% to Puyallup and 50% to Auburn.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. SAFETY OFFICER

- A. PUYALLUP and AUBURN will jointly participate in the hiring process for a Safety Officer pursuant to regular personnel practices of the parties. The Safety Officer will be hired as soon as practicable following execution of this contract. The Safety Officer will be a full-time, regular status employee of PUYALLUP. As a full-time, regular status employee for PUYALLUP, the employee will be entitled to City personnel benefits, including but not limited to vacation and sick leave benefits. City of Puyallup policies and procedures with respect to these benefits will apply to this position. The hourly rate for the Safety Officer shall be established by the Puyallup Occupational Index – 2000, and shall be subject to Puyallup policies and procedures regarding annual increases.
- B. Representatives from both the City of Auburn and the City of Puyallup will jointly supervise the Safety Officer. Both the City of Auburn and the City of Puyallup will provide annual evaluations for the Safety Officer. These evaluations will be maintained in the Safety Officers' personnel file in the Human Resources Department at the City of Puyallup. In the event discipline or corrective counseling is deemed necessary, both parties shall confer with the other and gain consensus before imposing the discipline/counseling. The City of Puyallup's Policies and Procedure's will control the process of discipline. Both the City of Puyallup and the City of Auburn will jointly assume the risk and liabilities associated with evaluations and disciplinary actions imposed on the Safety Officer.
- C. The hours for the Safety Officer are expected to be 40 hours per week. The duties of the Safety Officer shall be determined upon agreement of the parties and in compliance with standard practices of the position.

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- D. During the term of the interlocal agreement, the Safety Officer will dedicate 50% of his/her time to safety services for AUBURN, and 50% of his/her time to safety services for PUYALLUP. Specifically, the Safety Officer's time will be spent with the City of Puyallup on Mondays and Tuesdays and alternating Wednesday's, and the City of Auburn on Thursdays and Fridays, and the opposite alternating Wednesdays.
- E. Both PUYALLUP and AUBURN will provide the required office space, supplies, locked file cabinet, telephone availability and computer systems as deemed necessary to accomplish the respective safety programs for each city. Further, both PUYALLUP and AUBURN will equally share the costs and time associated with sending the Safety Officer to required training courses.
- F. PAYMENT FOR SERVICES. The City of Puyallup will forward a monthly invoice to the City of Auburn for half of the cost of the position. (The City of Auburn agrees to pay the City of Puyallup half the cost of maintaining a full time position at the agreed upon pay rate, as well as half the cost associated with providing benefits for the position and any other costs associated with the position (e.g., training).

III. DURATION AND TERMINATION

- A. DURATION. This Interlocal Agreement shall be effective upon execution by each City and shall remain in full force and effect from June 15, 2000 through June 15, 2001, and shall be renewed automatically for one year periods commencing June 15, and ending June 14, unless either City notifies the other in writing of its intent to terminate as provided in Section III-B of this Interlocal Agreement.
- B. TERMINATION NOTICE. Any notification of intent to terminate this Interlocal Agreement must be received by the other party no later than the November 15th preceding the date of termination. The date of termination is the end of the last day (June 14) of the contract year in which a termination notice is properly tendered.
- C. MODIFICATION. This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

IV. INSURANCE AND HOLD HARMLESS

- A. Parties agree that AUBURN will provide to PUYALLUP evidence of insurance coverage for the entire period in which the Safety Officer performs services under this agreement for AUBURN under the terms of this Agreement. Said certificate of insurance will provide general liability coverage of at least \$1,000,000.00.
- B. AUBURN agrees to defend, indemnify and hold harmless PUYALLUP, and its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from action or inaction of the Safety Officer during such time that the Safety Officer performs services under this agreement for AUBURN.

PUYALLUP agrees to defend, indemnify and hold harmless AUBURN, and its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from action or inaction of the Safety Officer during such time that the Safety Officer performs services under this agreement for PUYALLUP.

V. APPLICABLE LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.

VI. NON-DISCRIMINATION

Parties shall not discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

VII. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 12th day of June, 2000.


CITY OF PUYALLUP
APPROVED BY CITY COUNCIL 6/5/00

CITY OF AUBURN

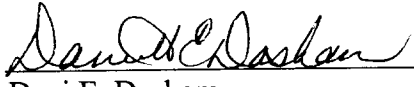
By: Robert D. DeLong
Robert DeLong
City Manager

By: Charles A. Booth
Charles A. Booth
Mayor


ATTEST:

By: 
Barbara J. Price
City Clerk


ATTEST:

By: 
Dani E. Daskam
City Clerk

APPROVED AS TO FORM:

By: 
Leila Mills
City Attorney

APPROVED AS TO FORM:

By: 
Michael J. Reynolds
City Attorney