AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKewood AND THE CITY OF DU Pont PROVIDING HUMAN
RESOURCES SUPPORT SERVICES

WHEREAS, the City of Lakewood, "Lakewood" has the capacity to provide human resources support services to the City of DuPont, "DuPont" in a manner beneficial to both parties and that DuPont desires to use these services; and

WHEREAS, Lakewood and DuPont wish to cooperate and enter into this Agreement for general and specialized human resources support services provided by Lakewood; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interests of the citizens of both cities; and

WHEREAS, Title 39.34 of the Revised Code of Washington authorizes joint and cooperative Agreements between governmental agencies;

NOW, THEREFORE, the parties agree as follows:

A. Purpose. The purpose of this Interlocal Agreement is to provide professional level human resources services and expertise to the City of DuPont.

Services. The Scope of Services will be outlined below:

1) Assistance with DuPont’s approach to labor negotiations, including discussion regarding the status of negotiation activities, issues, proposals, counter-proposals, drafting language for particularly difficult topics or areas not addressed in the past, assisting with meetings of management to determine a course of action and guidance regarding general administration of a collective bargaining agreement and matters of contract interpretation.

2) Advising Human Resource Analyst or management (or those who are chiefly responsible) on grievances or grievance proceedings as requested.

3) General specialized services and training to include items such as advising Human Resource Analyst or supervisors on how to handle difficult situations and people, how to conduct internal investigations, or application of other employment rules and procedures such as FMLA, ADA, FLSA, Hostile Work Environment or Harassment.

4) Assistance with administrative support such as recruitment, training, documentation and other Human Resources activities.

5) Providing such other services as may be requested by the DuPont management team as it relates to professional level human resources expertise.

B. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:

1) Compensation shall be paid directly to Lakewood based on an hourly rate of $70.00.

2) DuPont will be billed no more often than monthly. DuPont will pay Lakewood within
thirty (30) days of the receipt of an invoice.

C. Agreement Administration. The parties are expected to work cooperatively as though the Lakewood staff is DuPont staff when handling DuPont issues.

1) Dispute resolution. Disputes between the parties that cannot be resolved at staff level are to be resolved by the respective City Managers/City Administrators. It is understood between the parties that this Agreement is of benefit to both and there is a common interest in working through issues to continue the Agreement.

2) Reporting. Review of work performance shall be conducted in November of each year.

D. Indemnification. In executing this Agreement, Lakewood does not assume liability or responsibility for or in any way release DuPont from any liability or responsibility which arises in whole or in part from DuPont’s acts or omissions. DuPont shall defend, indemnify and hold Lakewood, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DuPont, its officers, agents or employees.

E. Term. The initial term of this Agreement is for one year through December 31, 2015 with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. If the desired results cannot be achieved through an Agreement between the parties, either party shall notify the other in writing no later than July 1 for an anticipated termination of December 31 of the same year. This allows both parties sufficient time to address alternative measures timely within the budget session. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective this 10 day of December, 2014.

CITY OF LAKEWOOD
By: [Signature]
John J. Caulfield
City Manager

CITY OF DUPONT
By: [Signature]
Ted Danek
City Administrator

Attest: [Signature]
Alice M. Bush, MMC, City Clerk

Approved as to Form:
[Signature]
Heidi Ann Wachter, City Attorney