

INTERLOCAL AGREEMENT AUTHORIZING THE
CITY OF SULTAN, THE SULTAN SCHOOL DISTRICT AND SNOHOMISH
COUNTY FIRE DISTRICT 5 TO SHARE IN THE EMPLOYMENT OF AN INTERN

This Interlocal Agreement (“Agreement”) is made and entered into effective the day of June 9th, 2022, between the City of Sultan, a Washington municipal corporation, herein after referred to as the “City,” the Sultan School District, herein after referred to as the “School District,” and Snohomish County Fire District 5, herein after referred to as the “Fire District” (collectively the “Parties”), upon the following terms and conditions.

WHEREAS, the City, School District and Fire District mutually desire to employ and jointly finance a shared intern; and

WHEREAS, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the Parties may enter into an Interlocal Agreement for that purpose;

In consideration of the foregoing and the mutual promises set forth below, the Parties hereby agree as follows:

1. Authority and Purpose. This Agreement is executed pursuant to chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship under which the Parties will jointly finance the employment of an intern. This Agreement will define the roles, duties, and responsibilities of the City, the School District and the Fire District as they relate to the employment of a shared intern. The intern will be a temporary employee of the City.

2. Effective Date. This Agreement shall not take effect unless and until it has been duly executed by all Parties and filed in accordance with chapter 39.34 RCW.

3. Employment of Intern. The City shall hire the intern as a temporary City employee, with the primary function of serving each of the Parties as described in this Section.

- a. The City shall be solely responsible for the hiring, and discipline of the intern. Each party shall be responsible for the immediate supervision of the intern while working for that party. The City will seek and respond to any feedback regarding the intern’s performance from the School District and the Fire District but will have sole discretion and authority to take any appropriate steps related to same.
- b. The City shall establish the intern’s hourly pay with advance approval from the Parties. The City shall determine what benefits and taxes are required to be provided to the intern and shall be responsible for paying same, although School District and Fire District shall be responsible to reimburse the City for their one-third share of the costs. The City shall invoice the School District and Fire District for their share of the cost

on a monthly basis. The School District and Fire District shall pay such invoices within 30 days of receipt.

- c. The intern will work one-third of the time for each Party pursuant to a schedule mutually agreed to by the parties.
- d. The intern shall work 40 hours per week for a 12-week term. This term may be renewed or extended if the Parties so agree.
- e. The intern shall be permitted to work a hybrid weekly schedule, meaning the intern shall work three days a week at City, School District or Fire District locations and two days a week remotely. This requirement may change subject to the needs of the parties.
- f. The intern shall be required to execute and provide to the School District and Fire District the consent form attached hereto as Appendix "A" ("Employee Consent"). By obtaining such consent, it is the intent of the parties to establish that all parties are the employers of the intern for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979).

4. Term of Employment. The intern's initial term of employment is for 12-weeks; provided, however, the term of this Agreement shall remain in effect for one year to allow the Parties to renew or extend the intern's initial term of employment.

5. Withdrawal by Party. Any Party may withdraw from this Agreement at any time after the initial 12-week term upon 14 days written notice to the other Parties. Should only one or two parties desire to continue employment of the intern, those parties may do so by entering into a new agreement.

6. Contract Administration. This Agreement shall be administered by the representative of each Party specified below, who is designated as that Party's Administrator for purposes of this Agreement. Any written notice required by the terms of this Agreement shall be provided to the other Parties pursuant to Section 11 of this Agreement, addressed as follows:

Will Ibershof, City Administrator
City of Sultan
P.O. Box 1199
319 Main Street
Sultan, WA 98294-1199
E-mail: will.ibershof@ci.sultan.wa.us

Dan Chaplik
School Superintendent
Sultan School District
514 4th Street
Sultan, WA 98294
E-mail: dan.chaplik@sultan.k12.wa.us

Seth Johnson
Fire Chief
Snohomish County Fire District 5
City of Sultan
Station 51
32905 Cascade View Drive
Sultan, WA 98294-1199
E-mail: s.johnson@snofire5.org

Any Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Parties.

7. Financing. The City, the School District and the Fire District will equally finance the intern's fully encumbered employment at a rate of one-third each for the stated 12-week term of employment, or as extended otherwise by the Parties pursuant to the terms of the Agreement.

8. Insurance. Each Party shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights and privileges granted by this Agreement. The cost of such insurance shall be borne by each Party.

9. Indemnification. Each Party shall protect, defend, indemnify and hold harmless all other Parties to this Agreement, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of such Party, and its officers, employees and agents, in performing or administering this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

10. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the substantially prevailing

party shall be entitled to recover all costs of such lawsuit, including reasonable attorneys' fees from the other Parties.

11. Notices. All notices required to be given by any Party to the other Parties under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator as set forth in Section 6 of this Agreement. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator at the addresses set forth in Section 6 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient at the addresses set forth in Section 6 of this Agreement.

12. Miscellaneous.

- a. Compliance with Laws. In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Construction and Venue. This Agreement shall be construed in accordance with laws of the State of Washington. In event of any litigation regarding the construction or effect of this Agreement, or the rights of the Parties pursuant to this Agreement, it is agreed that venue shall be Snohomish County, Washington.
- c. Merger and Amendment. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instrument executed by all Parties hereto.
- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a default by any other Party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by any Party of any default constitute a waiver of any other default or any similar future default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by any Party without the express written consent of the other

Parties, which may be granted or withheld in any such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

- g. Warranty of Authority. Each of the signatories hereto warrants and represents that they are competent and authorized to enter into this Agreement on behalf of the Party for whom they purport to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
- i. No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- j. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Parties shall have no interest therein.
- k. No Third-Party Beneficiaries. This Agreement and every provision hereof are for the sole benefit of the City, the School District, and the Fire District. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- l. Execution In Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
- m. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each Party.

Executed on the dates written below.

CITY OF SULTAN

By:

DocuSigned by:

 76379EAB08164E6...

Russell Wiita, Mayor

Date: 6/27/2022

SULTAN SCHOOL DISTRICT

By:

DocuSigned by:

 E97785306AFF47A...

Dan Chaplik, School Superintendent

Date: 6/27/2022

SNOHOMISH FIRE DISTRICT #5

By DocuSigned by:

Seth Johnson

Seth Johnson, Fire Chief

Date: 6/27/2022

Approved as to form:

DocuSigned by:

H. Evans

Hillary J. Evans, City Attorney

Date: 6/27/2022