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After recording return to:

Maintenance Department
Port of Tacoma
Port Maintenance Center
802 Port Center Road
Tacoma WA 98421-3800

INTERLOCAL AGREEMENT
Between the Port of Tacoma and the Port of Olympia
Regarding Maintenance Employees

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to RCW Chapter 39.34 and effective as of this 15 day of February, 2007, by and between the PORT OF TACOMA, a Washington port district, and the PORT OF OLYMPIA, a Washington port district.

WHEREAS, the Port of Tacoma employs persons in its maintenance department who are regular full-time employees of the Port of Tacoma and members of the International Longshore Workers Union Local No. 22 (ILWU No. 22), Port workers and

WHEREAS, the Port of Olympia employs persons in its maintenance department who are regular full-time employees of the Port of Olympia and members of the International Longshore Workers Union Local No. 47A (ILWU No. 47A); and

WHEREAS, the persons employed in journey-level and higher positions in the maintenance department of the Port of Tacoma and the Port of Olympia possess unique skills, training, and experience related to maintenance and repair of heavy machinery, equipment and facilities used in operations of the Port of Tacoma and the Port of Olympia; and

WHEREAS, the Port of Tacoma presently has, and may from time to time in the future have, a need for additional skilled and experienced workers in its maintenance department for its operations, while at the same time the Port of Olympia presently has, and may from time to time in the future have, more skilled and experienced workers in its maintenance department than it requires for its operations, and at other times the circumstances may be the opposite; and

WHEREAS, the Port of Tacoma and the Port of Olympia believe that it is in the best interests of both Ports and their maintenance department workers to enter into an

interlocal agreement to provide for the mutual sharing of maintenance department workers based on the Ports' respective needs and worker availabilities;

NOW, THEREFORE, in consideration of the mutual promises provided for herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide a mechanism for the sharing of highly skilled maintenance department workers between the Port of Tacoma and the Port of Olympia to maximize the efficient utilization of those workers and the benefits to the parties and the workers resulting there from. Except as otherwise agreed to between the parties, this Agreement shall apply only to journey-level and higher maintenance department workers.

2. Request for Maintenance Department Worker. During the term of this Agreement, either party may notify the other party that it has a need for one or more additional workers in its maintenance department, specifying the particular skills and experience desired and the estimated duration desired. The parties shall try to contact one another a week in advance if possible, and no later than the preceding Friday regarding the scheduling of workers for the following week, the parties may also contact one another during the week as a need arises.

3. Response to Request for Maintenance Department Worker. Upon receiving a request for a maintenance department worker pursuant to section 2 above, the other party shall in good faith review its own maintenance staff, staffing needs, and worker availability, and may in its discretion, but shall in no event be required to, make a suitable worker from its maintenance department available to the requesting party, and shall notify the requesting party which worker it intends to make available and for a specified period of time, in response to each request. A requesting party may request a particular worker, but the other party shall not be required to provide any particular worker. The requesting party may decline to accept the worker made available by the other party and request that another worker be made available based on skill needs, but the other party shall not be required to provide another worker.

4. Payment for Services of Worker. A worker performing services for a requesting party under this Agreement shall remain on the payroll of his or her regular employer. However, a worker who is a regular employee of the Port of Olympia that performs services for the Port of Tacoma shall receive the hourly rate and benefits that would otherwise be received by a regular employee of the Port of Tacoma for such services. Payment for such services shall be made by the Port of Tacoma to the Port of Olympia within thirty (30) days after the end of the week during which such services were performed. A regular employee of the Port of Tacoma that performs services for the Port of Olympia shall receive the hourly rate and benefits that would otherwise be received by such worker for such services if performed for the Port of Tacoma. Payment for such services shall be made by the Port of Olympia to the Port of Tacoma.

within thirty (30) days after the end of the week during which such services were performed.

Compensation under this Agreement shall accrue from the time that the worker reports to and is ready to begin work at the requesting party's place of business, to the time at which the worker ceases to perform work for the requesting party on that day or shift. No compensation or reimbursable expenses shall accrue, and no worker shall be deemed to be acting as an employee or in the course and scope of employment of either party, during any period of travel to, from, or between the parties' places of business at any time.

5. Direction and Control of Worker. A worker performing services for a requesting party shall be under the exclusive direction and control of the requesting party until the worker's performance of services for the requesting party is terminated. The requesting party may terminate the worker's services at any time at will, with or without notice, and with or without cause. The termination of one worker's services at any particular time shall be without prejudice to a party's subsequent request for the services of the same or any other worker pursuant to this Agreement.

6. Injury or Loss.

a. Injury to Worker. A worker performing services for a requesting party pursuant to this Agreement shall remain covered by the workers compensation program of his or her regular employer, such regular employer shall be responsible for all aspects of any and all workers compensation claims, and each party agrees that it shall not seek reimbursement from the other party, and hereby waives all subrogation rights, with respect to any workers compensation claims. To the extent that applicable law provides an exception to an employer's general immunity from suit by an injured worker, a worker who is injured while performing services for a requesting party and who would otherwise have a right of action against its regular employer under such circumstances, may bring such claim against the requesting party, and requesting party hereby waives and releases, and shall defend, indemnify, and hold harmless the other party and their commissioners, officers, representatives, successors, and assigns, from and against, any and all claims, demands, suits, actions, causes of action, costs, liabilities, damages, or expenses, of every kind or nature whatsoever, including all claims or rights of subrogation, and all claims for reimbursement or contribution, with respect to such claim.

b. Injury to Property of Requesting Party. The requesting party hereby waives and releases, and shall defend, indemnify, and hold harmless the other party and their commissioners, officers, representatives, successors, and assigns, from and against, any and all claims, demands, suits, actions, causes of action, costs, liabilities, damages, or expenses, of every kind or nature whatsoever, including all claims or rights of subrogation, and all claims for reimbursement or contribution, that in any way arise out of, in any way involve, or in any way relate to, any damage to or loss

of the property of the requesting party resulting from the actions of a worker while such worker is providing services for and is under the direction and control of the requesting party pursuant to this Agreement.

c. Injury to Person or Property of Third Parties. If the actions of a worker while performing services for and under the direction and control of a requesting party pursuant to this Agreement result in injury, damage, or loss to the person or property of a third party, then the Special Employer shall defend any and all claims relating to such injury, damage, or loss brought against the Special Employer and/or the Regular Employer. The Special Employer hereby waives and releases, and shall defend, indemnify, and hold harmless the Regular Employer and its commissioners, officers, representatives, successors, and assigns, from and against, any and all claims, demands, suits, actions, causes of action, costs, liabilities, damages, or expenses, of every kind or nature whatsoever, including all claims or rights of subrogation, and all claims for reimbursement or contribution, that in any way arise out of, in any way involve, or in any way relate to, any actions of a Special Employee resulting in injury, damage, or loss to the person or property of a third party while such Special Employee is providing services for and is under the direction and control of the Special Employer pursuant to this Agreement.

7. Duration of Agreement. This Agreement shall be effective as of the date stated above, and shall continue indefinitely until terminated by either party upon seventy-two (72) hours notice to the other party. During the term of this Agreement, the parties shall periodically (e.g., semi-annually) review this Agreement and their experiences with respect thereto, and consider any necessary modifications.

8. Administration and Management. Any and all notices relating to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed below. If mailed, notices shall be effective as of the date deposited in the U.S. Mail, postage prepaid. For the purpose of administering this Agreement, contacts for the parties shall be as follows:

Port of Tacoma:

Louis P Cooper Jr: Director
Maintenance Dept.
Port of Tacoma Maintenance Center
802 Port Center Road
Tacoma, WA 98401-1837
(253) 592-6776

Port of Olympia:

Jim Amador, Director
Marine Terminal
Port of Olympia
915 Washington St NE
Olympia, WA 98501-6931
(360) 528-8032

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

PORT OF TACOMA

By: 
Timothy Farrell, Executive Director

PORT OF OLYMPIA

By: 
Ed Galligan, Executive Director