

**INTERLOCAL AGREEMENT
LEGAL SERVICES**

THIS AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "Spokane", and the CITY OF PULLMAN, a municipal corporation of the State of Washington, having offices for the transaction of business at 325 SE Paradise Street, Pullman, WA 99163; hereinafter referred to as "Pullman"; and jointly hereinafter referred to as the "Parties."

WHEREAS, the Civil Service Commission of the City of Pullman has occasional need for legal services; and

WHEREAS, Erin Jacobson, Assistant City Attorney for the City of Spokane is able to perform these services; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; – Now, Therefore

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which Spokane will provide legal services to the Civil Service Commission of Pullman.

2. DURATION / TERMINATION. This Agreement is effective upon approval by the City Council of Spokane and shall run for an initial term of one (1) year, unless terminated earlier. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event of early termination, Pullman shall compensate Spokane for any authorized services performed pursuant to this Agreement. This Agreement will automatically renew for additional one (1) year terms unless written notice of intent not to renew is provided by either party by December 1 of each year.

3. RESPONSIBILITIES.

A. SPOKANE.

1. Assign Erin Jacobson, Assistant City Attorney, or another Assistant City Attorney experienced in civil service matters, to perform the responsibilities of this Agreement and attend meetings and hearings as arranged with Pullman.

2. Supply its own administrative support services.

B. PULLMAN.

1. Supply hearing room and recording equipment.
2. Provide hearing notifications, meeting agendas and maintain minutes and records.
3. Provide copies of applicable regulations, policies and reports.
4. **COMPENSATION.** Pullman shall pay Spokane one hundred fifty dollars (\$150) per hour for services provided under this Agreement, provided the total cost for services shall not exceed \$10,000 without prior approval of a majority of the Pullman City Council.
5. **PAYMENT.** Spokane will invoice Pullman for its services on a monthly basis. Payment by Pullman will be due thirty (30) days after receipt of Spokane's invoice. Payments shall be made to the City of Spokane and submitted to the City Attorney's Office, Fifth Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 within thirty (30) days of receipt of invoice.
6. **AUDIT / RECORDS.** The Parties shall maintain for a minimum of three (3) years following final payment all records related to their performance of the Agreement. Each Party shall provide access to authorized representatives of the other Party, including the Spokane City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
7. **NOTICES.** All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SPOKANE: City Attorney or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

PULLMAN: Civil Service Commission

City of Pullman
325 SE Paradise St.
Pullman, WA 99163

8. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

9. RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of Spokane shall be deemed to be an employee, agent, servant or representative of Pullman for any purpose. Likewise, no agent, employee, servant or representative of Pullman shall be deemed to be an employee, agent, servant or representative of Spokane for any purpose.

10. LIABILITY. Pullman shall indemnify, defend and hold harmless Spokane, its officers and employees from all claims, demands, or suits in law or equity arising from the performance, purported performance or failure of performance of services rendered in good faith by Ms. Jacobson pursuant to this Agreement. This duty to indemnify shall survive the termination or expiration of the Agreement.

11. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice to the other Party.

12. ANTI-KICKBACK. No officer or employee of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

13. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Whitman County, Washington.

14. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

15. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

16. MISCELLANEOUS.

A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY: If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected. If it should appear that any term or provision of this Agreement is in conflict with
17. RCW 39.34 REQUIRED CLAUSES.
- A. PURPOSE: See section 1 above.
- B. DURATION: See section 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: Spokane shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. Pullman shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See section 2 above.
- H. PROPERTY UPON TERMINATION: Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: 2/13/2012

CITY OF SPOKANE

By: [Signature]
City Administrator

Attest: [Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney

Date: _____

CITY OF PULLMAN

By: [Signature]
Mayor Glenn A. Johnson

Attest: [Signature]
Finance Director William F. Mulholland

Approved as to form:
[Signature]
City Attorney Laura McAloon



By: [Signature]
MAYOR