

CONTRACT NO. 4614

INTERLOCAL AGREEMENT FOR EMPLOYEE SERVICES

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

THE CITY OF WALLA WALLA, WASHINGTON

THIS INTERLOCAL AGREEMENT is entered into this 4th day of December, 2013, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the City of Walla Walla, a municipal corporation of the State of Washington, hereafter referred to as "Walla Walla," or referred to collectively as the "Parties."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights objectives and responsibilities of the contracting parties; and

WHEREAS, Richland currently employs Technicians in its Energy Services Department who have the knowledge and expertise to perform technical services on public safety communication systems; and

WHEREAS, the City of Walla Walla desires to utilize the services of Richland's Technicians to perform technical services on Walla Walla's public safety communication system; and

WHEREAS, this opportunity allows for a collaborative relationship and resource sharing between the Parties, with the possibility of reciprocity in the future;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

II. AGREEMENT

Purpose and Scope of Work: The purpose of this Agreement is to describe the terms and responsibilities of the Parties regarding the provision of technical services by the City of Richland's Technician on the City of Walla Walla's public safety communication system as mutually agreed.

Roles and Responsibilities:

1. Each Party is to recognize and honor the limitations and expectations of the role of the Technician(s) and the timeframes established herein and not place unnecessary requests for performance or barriers that will impede meeting the needs of both parties as intended in this Agreement.
2. The City of Walla Walla shall supply all the supervision, support, and information necessary for the City of Richland's Technician(s) to fulfill the roles and responsibilities identified under this Agreement, to include informing the Technician(s) of all workplace policies and procedures that govern their performance in providing services to the City of Walla Walla.
3. The City of Walla Walla shall provide access to any locations wherein work is to be performed.
4. Scheduled Work/Emergency Work: Walla Walla's designated representative shall determine the extent of services required for all scheduled work, to include number of hours per week (to include travel time) required of the City of Richland's Technician(s). The scope and estimated costs for all scheduled work shall be approved by both entities before such work commences. Advanced approval of scope and estimated cost is waived for all work performed as the result of an emergency. "Emergency work" is defined as work that must be performed as the result of an unforeseen set of circumstances that calls for immediate action. All emergency work must be authorized by the City of Walla Walla's Police Chief or designee before it is performed.
5. The City of Richland's Technician(s) shall assess and determine their availability to perform work requested by Walla Walla after taking into consideration their City of Richland obligations.
6. The City of Walla Walla shall provide all special tools, equipment, and physical components necessary to perform the work required. In the event the City of Richland's Technician(s) are required to provide any of the items necessary to complete the work contemplated by this Agreement, the City of Walla Walla agrees to reimburse the City of Richland for the actual costs associated with the items provided.
7. The City of Walla Walla shall accommodate unanticipated absences and sick leave as may be needed from time to time.

Financial Provisions:

1. The City of Walla Walla shall reimburse the City of Richland at the fully burdened rate of pay for actual hours worked by Richland's Technician(s) for the City of Walla Walla. The City of Richland shall notify the City of Walla Walla in writing within 60 days of a change to the Richland Technicians' rate of pay. Reimbursement for use of a City of Richland vehicle by Richland's Technician(s) to facilitate work performed on behalf of the City of Walla Walla shall be at the current IRS reimbursable rate for business. Richland's Technician(s) shall track hours worked for Walla Walla through the Richland payroll system, and Richland shall submit an invoice with supporting

documentation for reimbursement of wages and any applicable reimbursable expenses.

2. Payment shall be made to the City of Richland by the City of Walla Walla for the services described in this Agreement as billed on a monthly basis. Walla Walla shall remit payment within 30 days of receipt.

Performance: The Technician(s) shall at all times operate in a legal and ethical manner in the performance of their duties for the City of Walla Walla. Any misconduct committed on the part of the Technician(s) while providing service to the City of Walla Walla shall subject the Technician(s) to the City of Richland's disciplinary process.

Allocation of Liability/Indemnification:

1. The Parties agree that any liability or claim arising out of the actions or inactions of an employee shall be the responsibility of the Party for whom the employee was acting. In the event the employee was acting on behalf of both Parties, the Parties agree to split any ensuing liability equally to each Party or as otherwise mutually agreed in writing.
2. In furtherance of the above provision, any such responsible Party agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision from any loss, claim, or liability arising from or out of the negligent actions or inactions of the employee that may occur while that employee is working solely on behalf of the responsible Party.
3. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
4. The Parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
5. Upon request, each Party shall share with the other the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the Parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve either Party from its obligations under this Agreement.
6. Except for liabilities and claims related to the actions and inactions of employees as set forth above, all other rights, duties, and obligations with respect to any particular employee shall remain with the Party contributing that employee. Additionally, each Party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section shall be interpreted to waive any defense arising out of RCW Title 51.

Insurance:

1. For the duration of this Agreement, the Parties shall each maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes a change that decreases the coverage or amounts of coverage, they shall notify the other Party in writing 60 days prior to effective date of said change.
2. For vehicles, equipment, or other tangible property that is shared, loaned, rented or utilized in some manner on behalf of either Party, the following shall apply:
 - a. For insurable assets: The Party who formally rents the asset or vehicle from the other under a separate rental agreement shall be responsible for general liability and auto liability coverage for the duration of the rental period. In all other situations, the Party who owns an asset or vehicle, but lends it for use to the other Party, shall be responsible for general liability and auto liability coverage. In the event of an accident causing physical damage to the vehicle or asset, the Party using the asset or vehicle agrees to reimburse any deductibles to the owner, with reimbursement not to exceed \$25,000 for auto physical damage or property/inland marine deductible regardless of the deductible applicable to the asset. Each Party will provide evidence of General Liability, Auto Liability, Auto Physical Damage, and Property/Inland Marine coverage.
 - b. For assets that are owned and utilized by a Party's staff on behalf of the other Party, insurance and liability shall remain with the Party owning and using the asset.
 - c. The Party using an asset shall be fully responsible for all routine repairs, maintenance and upkeep of the asset during the agreed term of use unless otherwise agreed in writing.
 - d. The availability of the asset is dependent on many factors, and this Agreement shall not obligate or bind a Party to provide the asset if the loan would cause undue risk to the safety and operations of the Party as determined by the asset's owner. Likewise, with reasonable notice to the Party renting or otherwise using the asset, the lending Party may request immediate return of the asset if continued use causes undue risk to the safety and welfare of the Party's citizens as determined by the asset's owner.

Duration: The work under this Agreement shall be ongoing unless terminated in writing by either Party with sixty (60) days' notice.

Notice: Notice as contemplated by this Agreement shall be in writing and given by personal delivery or certified mail-receipt requested, and shall be effective when sent. In the alternative, the parties may agree to accept notice via e-mail correspondence sent and received by the parties' designated representatives. All written notices shall be directed to the following parties:

City of Richland:

Purchasing Manager
P.O. Box 190, MS-11
Richland, WA 99352

City of Walla Walla

Police Chief
54 E. Moore Street
Walla Walla, WA 99362

Severability: If any provision of this Interlocal Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.


Governing Law: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington.

Dispute Resolution: In the event a party fails to perform or a dispute arises in the meaning or implementation of any provision of this Agreement, the Parties agree to negotiate in good faith for no less than the first thirty (30) days in an effort to determine a satisfactory solution before pursuing a legal remedy. In the event good faith negotiations fail, the parties may, by mutual agreement, decide to pursue binding arbitration in lieu of filing a civil action in a superior court of competent jurisdiction.

Recording: Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.


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

CITY OF RICHLAND, WASHINGTON



CYNTHIA JOHNSON
City Manager

CITY OF WALLA WALLA, WASHINGTON



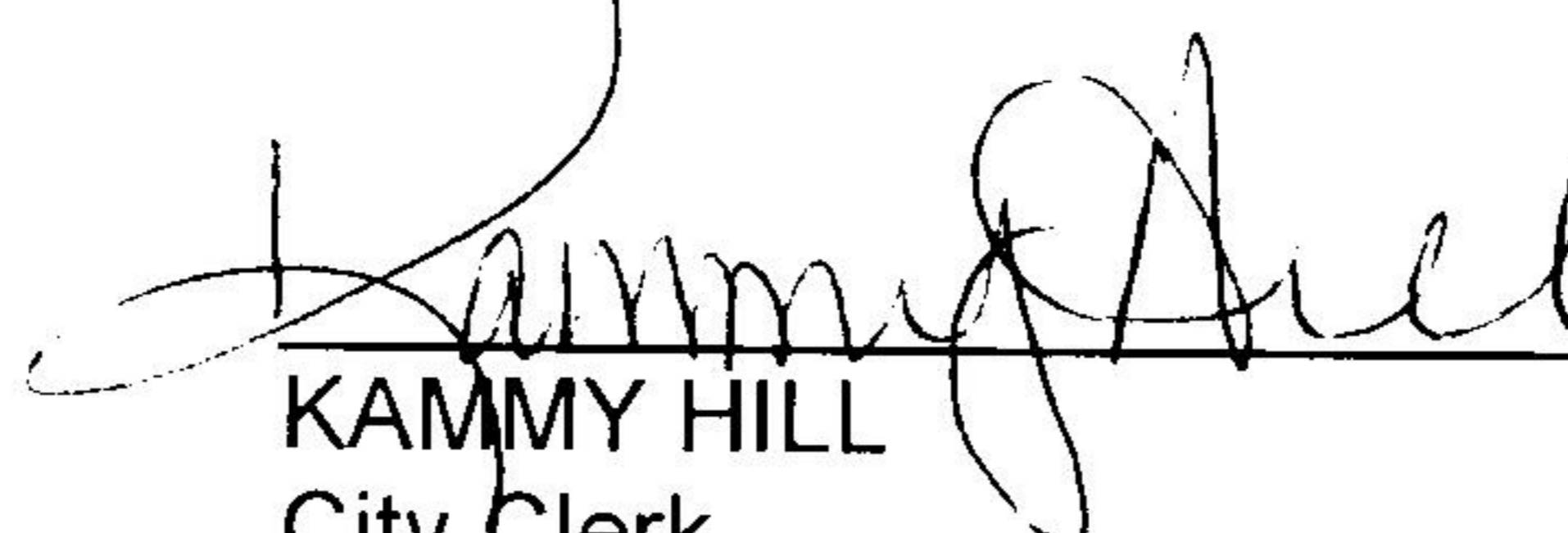
NABIEL SHAWA
City Manager

ATTEST:



DEBRA BARHAM
Deputy City Clerk

ATTEST:




KAMMY HILL
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

APPROVED AS TO FORM:



TIM DONALDSON
City Attorney