

INTERLOCAL AGREEMENT

This Agreement ("Agreement") is made and entered into by and between the City of Vancouver ("City") and the Local Government Personnel Institute ("LGPI"). Individually, either the City or LGPI may be referenced as a "party" and collectively as the "parties." This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW and Oregon Revised Statutes (ORS) Chapter 190, and has been authorized by the governing bodies of the City and the LGPI.

WHEREAS the City is in need of services to assist the City with investigation of personnel matters; and

WHEREAS the LGPI has on its staff employees who can provide the services required by the City; and

WHEREAS the LGPI desires to and agrees to perform services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the signatories to this Agreement hereby agree as follows:

1. **Purpose.**

The LGPI will provide investigative service as may be required and directed by the City.

2. **Duration of Agreement.**

The term of this Agreement is for the period February 1, 2013 through no longer than December 31, 2013. This agreement may be extended for any additional period of time, not exceeding five (5) years, or until January 31, 2018. Any extension shall be by written amendment to this agreement signed on behalf of the City by the City Manager.

3. **Organization.**

No separate legal or administrative entity is created by this Agreement and this

Agreement does not affect the organization or functions of the parties, except as provided herein.

4. Termination of Agreement.

Either party may choose to terminate this Agreement by notifying the other party in writing ninety (90) days prior to termination. The City agrees to reimburse LGPI for the cost of services provided through the date of termination of the Agreement.

5. Fees and Terms of Payment.

The services described above will be performed for the fees adopted by the LGPI for the time at which the services are performed. The parties anticipate the fees will not exceed \$30,000. The City shall remit payment within thirty (30) days of receipt of monthly billing from the LGPI.

6. Indemnification.

Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party; provided, that if City and LGPI are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence.

7. Amendments.

This Agreement may be amended by written mutual agreement signed by the City Manager on behalf of the City and by the Executive Director on behalf of the LGPI.

8. Notices.

Any notices to be given under this Agreement shall be delivered postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
Attn: City Manager
P.O. Box 1995
Vancouver, Washington 98668-1995

To the LGPI:

LGPI
Attn: Executive Director
P.O. Box 908
Salem, Oregon 97308

The name and address to which notices shall be directed may be changed by any party by giving the other parties notices of such change as provided in this section.

9. **Interlocal Cooperation Act Compliance.**

This is an agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 2. Its purpose is as described in Section 1. Its financing is as described in Section 5. Its termination is as described in Section 4.

10. **Severability.**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

11. **Execution.**

The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the respective parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one executed original shall be provided to the LGPI by the Vancouver City Clerk for the LGPI's records. The Vancouver City Clerk shall cause a copy of this agreement to be posted on the City Website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City's Website, each such duplicate original shall constitute an agreement binding upon the parties.

12. **Ratification.**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

13. **Severability.**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 11th day of March, 2013.

FOR THE CITY OF VANCOUVER, a municipal corporation

SIGNATURE ON FILE
Eric Holmes, City Manager

Attest:
SIGNATURE ON FILE
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:
SIGNATURE ON FILE
Ted H. Gathe, City Attorney

FOR THE LOCAL GOVERNMENT PERSONNEL INSTITUTE:

SIGNATURE ON FILE
Diana Moffat, Executive Director