

RETURN ADDRESS:  
City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

INTERLOCAL AGREEMENT FOR SERVICES

Between

The City of Vancouver, P O Box 1995, Vancouver, Washington 98668-1995

And the

Vancouver Housing Authority, 2500 Main Street, Vancouver, Washington 98660

|  |                              |
|--|------------------------------|
| Inter-Local Agreement Period                 | Beginning: September 1, 2010 |
|  | Ending: September 1, 2011    |
| Services Provided:                           | Legal Services               |
| Projected costs:                             | \$125.00 Per Hour of Service |
| City of Vancouver Project Contact:           | Ted H. Gathe at 487-8500     |
| Vancouver Housing Authority Project Contact: | Roy Johnson at 694-2501      |

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INTERLOCAL AGREEMENT FOR LEGAL SERVICES BETWEEN CITY OF VANCOUVER AND  
VANCOUVER HOUSING AUTHORITY

This Interlocal Agreement consists of the following:

- 1) This Interlocal Agreement Face Sheet
- 2.) Exhibit A – Statement of Work
- 3) Exhibit B – Special Terms and Conditions

The City of Vancouver and the Vancouver Housing Authority agree to the terms and conditions of this Inter-local Agreement and its exhibits as listed above by signing below:

FOR VANCOUVER HOUSING AUTHORITY, VANCOUVER, WASHINGTON, a municipal corporation, and THE CITY OF VANCOUVER, WASHINGTON, a municipal corporation

**VANCOUVER HOUSING AUTHORITY**

**CITY OF VANCOUVER**

**SIGNATURE ON FILE**

**SIGNATURE ON FILE**

\_\_\_\_\_  
Roy Johnson, Executive Director

\_\_\_\_\_  
Pat McDonnell, City Manager

Attested:

**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

EXHIBIT A

STATEMENT OF WORK

The City of Vancouver (City) will through the City Attorney's Office provide limited legal services to the Vancouver Housing Authority (VHA). Such service shall include the following: preparing for and attending VHA Board meetings on a monthly basis or as otherwise requested by VHA, responding to legal inquiries with regard to such matters as public disclosure, open meetings, record retention, policy development and review, parliamentary procedure, procurement and review of contracts and interlocal agreements pertaining to the management and operation of the VHA and other legal matters common to the operations of a Washington municipal corporation. Such legal services shall not include the following: labor or collective bargaining matters, representation in state administrative hearings, litigation, municipal financing, complex acquisitions and related matters for which VHA contracts with legal counsel with special expertise in those areas. In those cases where the VHA transacts business with the City, VHA shall arrange to use other legal counsel where legal services are required.

## EXHIBIT B

### SPECIAL TERMS AND CONDITIONS

#### I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080 between The City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington and the Vancouver Housing Authority, a municipal corporation authorized under Ch. 35.82 RCW.
- B. Pursuant to Ch. 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is and method of extension is as specified in Article II. (Duration of Agreement – Extensions). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

#### II. DURATION OF AGREEMENT – (EXTENSIONS)

The term of this Agreement is for a one year period from September 1, 2010, through August 31, 2011; provided that the term of this Agreement may be extended by mutual written agreement approved by the Vancouver City Council and the VHA of both parties. Any extension agreement shall be executed prior to the expiration of this Agreement or its extensions.

#### III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 30 days prior to termination. The Vancouver Housing Authority agrees to reimburse The City of Vancouver for the cost of services provided through the date of termination of the Agreement.

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#### IV. COMPENSATION

Vancouver Housing Authority will compensate the City of Vancouver for the provision of legal services at a billing rate of \$125.00 per hour, rounded to the nearest quarter hour.

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The parties estimate that no more than 15-20 hours of legal services will be needed per month.

#### V. BILLING METHOD AND PROCESS

- A. The City of Vancouver will bill the Vancouver Housing Authority for charges based on services actually used.
- B. The billing invoice will identify the dates, the actual hours worked and include the amount due for that billing period.
- C. Billing will include all time spent in preparing for and attending meetings, researching, writing, conferences and other matters associated with the provision of legal services.
- D. The billing invoice from The City of Vancouver to the Vancouver Housing Authority will include sufficient backup documentation to verify the actual hours worked for the billing period. Any backup documentation supplied with billing invoices will be expected to reconcile with the receivables system employed by the Vancouver Housing Authority.
- E. Any inquiries regarding a billing should be directed to the contact person as indicated on the Interlocal face sheet.
- F. Payments that are not paid within the allotted time period (30 days) shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

#### VI. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

This Agreement shall be managed by the Vancouver City Attorney and the Executive Director of the Vancouver Housing Authority.

#### VII. CONFLICT OF INTEREST

Both parties recognize that the City Attorney's Office has the primary obligation to provide legal services to the City of Vancouver. In the event that a determination is made by the City Attorney that a conflict exists such that the City Attorney's Office cannot provide legal services to the VHA, the City reserves the right to withdraw from legal representation of the VHA with regard to the matter that is the subject of the conflict. In accordance with section III either City or VHA can terminate this Agreement.

#### VIII. INDEMNIFICATION

- A. The City of Vancouver agrees to indemnify, defend, save and hold harmless the Vancouver Housing Authority, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including

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costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services under the terms of this Agreement to the extent caused by the negligent acts, errors or omission of the City of Vancouver. Pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City of Vancouver, the Vancouver Housing Authority retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the Vancouver Housing Authority by an employee of the City of Vancouver or subcontractor or agent of the City of Vancouver, even if the City of Vancouver is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the Vancouver Housing Authority. The City of Vancouver specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that this provision provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. The Vancouver Housing Authority agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services under the terms of this Agreement to the extent solely caused by the negligent acts, errors or omission of the Vancouver Housing Authority. Pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Vancouver Housing Authority, the City of Vancouver retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the City of Vancouver by an employee of the Vancouver Housing Authority or subcontractor or agent of the Vancouver Housing Authority, even if the Vancouver Housing Authority is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City of Vancouver. The Vancouver Housing Authority specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that this

provision provide the broadest scope of indemnity permitted by RCW 4.24.115.

- C. The provisions of this Section VIII shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- D. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

IX. ASSIGNMENT/SUB-CONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other.

X. NO THIRD PARTY BENEFICIARY

The City of Vancouver does not intend by this Agreement to assume any contractual obligations to anyone other than the Vancouver Housing Authority. The Vancouver Housing Authority does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Vancouver and neither the Vancouver Housing Authority nor the City of Vancouver intends there to be any third-party beneficiary to this Agreement.

XI. NOTICE

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

To the City of Vancouver:

City of Vancouver  
Attention: City Manager  
P.O. Box 1995  
Vancouver, WA 98668-1995

To the Vancouver Housing Authority:

Vancouver Housing Authority  
Attn: Roy Johnson  
Executive Director

2500 Main Street  
Vancouver, WA 98660

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

XII. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XIII. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Vancouver City Council and the VHA. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by both parties.

XIV. RATIFICATION

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

XV. DOCUMENT EXECUTION AND FILING

The City and VHA agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by VHA. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (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 all parties.

XVI. 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.

XVII. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

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