

06/30/15
SB



Agenda Sheet for City Council Meeting of:
06/01/2015

Date Rec'd	5/20/2015
Clerk's File #	OPR 2015-0439
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY X7821
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 - 15-483A FINAL VERA & CITY SPOKANE WATER INTERLOCAL AGREEMENT

Agenda Wording
Interlocal agreement for Reciprocal Training. The City of Spokane and Vera Water and Power both provide safe potable water and have a mutual need to further the professional development of their employees.

Summary (Background)
The City and Vera Water and Power both provide safe potable water and have a mutual need to further the professional development of their employees to address the elevating levels of knowledge and expertise being required by the Washington State Department of Health, Labor and Industry Standards and the industry's best practices. The employee's employer shall be solely responsible for payment of all expenses; including salary, overtime, premium pay, and per diem travel expenses,

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	ROMERO, RICK	Other	PWC 5/11/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	SCHOEDEL, ELIZABETH		dkegley
For the Mayor	SANDERS, THERESA		acline
Additional Approvals			<i>j taught</i>
Purchasing			

APPROVED
BY SPOKANE CITY COUNCIL on
6/1/2015
[Signature]
SPOKANE CITY CLERK

City of Spokane and Vera Water & Power

INTERLOCAL AGREEMENT for RECIPROCAL TRAINING

THIS INTERLOCAL AGREEMENT is between the **CITY OF SPOKANE Water Department**, a Washington State municipal corporation, having offices for the transaction of business at 914 East North foothills Drive Spokane, Washington 99207, hereinafter referred to as "City", and **VERA WATER & POWER**, an Irrigation District operated under Chapter 87 of the revised code of the State of Washington, having offices for the transaction of business at 601 North Evergreen Road, Spokane Valley, Washington 99037, hereinafter referred to as "Vera", jointly hereinafter referred to as the "Parties, and individually a "Party".

WHEREAS, the City and Vera both provide safe potable water and have a mutual need to further the professional development of their employees; and

WHEREAS, to address the elevating levels of knowledge and expertise being required by the Washington State Department of Health, Labor and Industry Standards, and the industry's best practices, there is a need for such a program to produce safer, more versatile and experienced employees for both Vera Water & Power and Spokane Water Department; and

WHEREAS, RCW 39.34 authorizes entities in the State of Washington to permit 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, it is beneficial to both Parties to develop a reciprocal training program in that participating employees from each entity will be exposed during assignment at the training entity to aspects of water work not readily available from the employee's employer.

The Parties agree to the following:

1. **TERM:** This Agreement shall begin on June 1st 2015 and run until December 31st 2016. This Agreement may be renewed annually thereafter upon mutual agreement of the Parties.
2. **PROCEDURES:** Either Party may request training from the other Party. In a mutually agreed upon time line that fits the operational needs of the Parties, the training will be scheduled. The requesting employer will provide in writing the training objectives, and at the conclusion of the training, the training agency will provide documentation on what the employee accomplished during the training.

- a. In the event of an emergency, the employing agency may request that the employee be returned to meet the need of their department. The employee may be moved from his training plan to assist the training agency in their emergency if the crew with whom they are engaged in training is required to respond to the emergency.
 - b. Either Party may terminate this Agreement upon sixty (60) calendar days' written notice to the other Party.
3. **COMPENSATION:** The employee's employer shall be solely responsible for payment of all expenses; including salary, overtime, premium pay, and per diem travel expenses, which are incurred by the employee during the training period and which are properly reimbursable in accordance with the applicable policies of the employer. The training agency will not have claim to, or be held liable for any added costs incurred during the training.
4. **LIABILITY:**
 - a. Each Party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its directors, its agents or its officers. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement.
 - b. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
 - c. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer's or employee's negligence.
 - d. Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under Chapter 51 of the Revised Code of Washington ("RCW"), "Industrial Insurance." THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
5. **INSURANCE:** During the term of the Agreement, the Parties shall maintain in force at their own expense the following insurance coverage(s):
 - a. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers.
 - b. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement.
 - 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 owned, hired or non-owned vehicles.

- d. As evidence of the insurance coverages required by this Agreement, each Party shall furnish an acceptable insurance certificate to the other Party at the time they return the signed Agreement.
- 6. **ENTIRE AGREEMENT:** This written Agreement constitutes the entire understanding of the Parties. There are no promises, terms, conditions or obligations other than those written herein.
- 7. **RCW 39.34 REQUIRED CLAUSES**
 - A. **Purpose:** See above provisions of the Agreement.
 - B. **Duration:** See Section No. 1 of the Agreement.
 - C. **Separate Legal Entity:** It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
 - D. **Responsibilities of the Parties:** See Section No. 2 of the Agreement.
 - E. **Agreement to be Filed:** The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement or 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 No. 2 of the Agreement.
 - H. **Disposal of Property Upon Termination:** All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

CITY OF SPOKANE:

VERA WATER & POWER

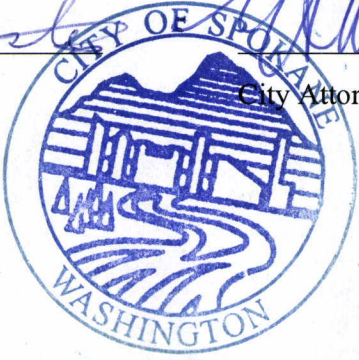
Date: 06/15/2015

Date: 6/25/15

David A. Condon
 David A. Condon
 Mayor
 City of Spokane

Todd Henry
 Todd Henry
 Director of Operations

[Signature]
 City Clerk - Attest



[Signature]
 City Attorney - Approved as to form