

ORIGINAL

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2019-04

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN
THE AUBURN ATTORNEY SERVICES ILA; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Auburn is willing to lend the services of one of its Assistant City Attorneys for use by the City of Orting in an upcoming labor negotiation; and

WHEREAS, such Assistant City Attorney is familiar with the issues related to the labor negotiation and, in order to facilitate the efficient administration and negotiation of the labor contract, the use of Auburn's Assistant City Attorney is preferable; and

WHEREAS, the City Council desires for the Mayor to sign an Interlocal Agreement with Auburn authorizing the services of Auburn's Assistant City Attorney.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. Authorization. The City Council hereby authorizes the Mayor to sign the Auburn Attorney Services Interlocal Agreement attached hereto as Exhibit A.

Section 2. Effective Date. This Resolution shall be effective upon passage.

Section 3. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, correction of clerical errors.

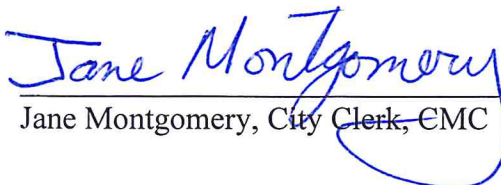
**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 30TH DAY OF JANUARY, 2019.**

CITY OF ORTING



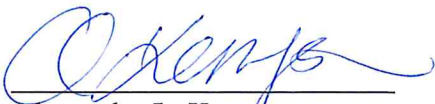
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:



Jane Montgomery, City Clerk, CMC

Approved as to form:



Alexandra L. Kenyon
Kenyon Disend PLLC
Acting City Attorney



INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF ORTING

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into on the date last signed below, by the City of Auburn, a municipal corporation of the State of Washington (“Auburn”) and the City of Orting, also a municipal corporation of the State of Washington (“Orting”).

RECITALS

1. Orting has requested the support and counsel of one Auburn employee to prepare for and assist with an upcoming mediation with a labor organization, currently scheduled for January 31, 2019;
2. Auburn is willing to provide assistance to Orting, a neighboring City within the South Sound community, in the interest of furthering a relationship with a fellow Western Washington city;

In consideration of the mutual covenants, conditions, and promises contained in this Agreement, the parties agree as follows:

1. General. Auburn will provide, and Orting will appoint, Kendra R. Comeau as Special Counsel (“Special Counsel”) to Orting for the limited purpose of preparation for and presentation at an upcoming mediation with the Orting’s Police Guild currently scheduled for January 31, 2019 including, but not limited to, e-mails, legal research, and necessary fact-finding meetings. The Special Counsel will also conduct any post-mediation communications and finalize documents as requested by Orting.

2. Administration. No separate legal or administrative entity is created by this Agreement. This Agreement will be administered by the City of Orting.

3. Compensation and Payment. Auburn will pay the employee’s regular pay and benefits. Orting agrees to reimburse Auburn or the Employee, on request, for all actual direct costs (such as mileage if a personal vehicle is used) associated with performance of the Agreement as set forth in Table 4 of IRS Publication 1542. Orting’s reimbursement for the Special Counsel’s costs will not exceed \$35.00 per day. No other compensation will be provided by Orting.

4. Term of Agreement. This Agreement will terminate on conclusion of the mediation(s) with the Orting Police Guild and any post-mediation communications and finalization of any documents requested by Orting.

5. Insurance. Each party shall maintain insurance in accordance with its policies.

6. Indemnification. Orting will indemnify, defend and hold harmless Auburn, its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorneys’ fees, by any reason of or arising out of the act or omission of that party, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement except for injuries and damages

caused by the sole negligence of the indemnified party. If a final judgment is rendered against the indemnified party, its officers, agents, employees or any of them, or jointly against the indemnifying party and the indemnified party and their respective officers, agents and employees, or any of them, the indemnifying party shall satisfy the same to the extent that such judgment was due to the indemnifying party's negligent acts or omissions.

The parties specifically and expressly agree that the indemnification provided in this Agreement constitutes Auburn's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

7. Termination. Either party may terminate this agreement for any reason by providing the other party twenty-four hours written notice.

8. Counterparts. This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed to be an original instrument. All counterparts together will constitute one and the same Agreement.

9. Listing. Pursuant to RCW 39.34.040, this Agreement will be listed on the City's web site.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

Nancy Backus 2.8.19
Nancy Backus Date

Approved as to form:

[Signature]
Steve Gross, City Attorney

CITY OF ORTING

[Signature] 1/30/09
Joshua Penner Date

Approved as to form:

[Signature]
Alexandra L. Kenyon, Acting City Attorney