

CITY OF FIRCREST
Hearings Examiner Agreement

- 1. Date and Parties:** This Agreement is entered into between the City of Fircrest, hereinafter referred to as "City" and the City of Tacoma, hereinafter referred to as "Tacoma."
- 2. General Recitals:** The purpose of this Agreement is for Tacoma, by and through its Office of Hearing Examiner, to provide Hearings Examiner services to City for dangerous dog hearings and appeals including but not limited to preparation for hearings and appeals, conducting hearings and appeals and rendering decisions and final reports. Tacoma shall provide the services at the rate of \$118.07 per hour. City shall have exclusive responsibility for any further appeals from a final determination rendered by Tacoma under this Agreement, with the understanding that any Hearing Examiner services necessary following remand or other return to the Hearing Examiner as may occur from any further appeal will be among the services provided by Tacoma under this Agreement at the hourly rates contained herein.
- 3. Term:** The term of this Agreement shall be from January 15, 2014 through June 30, 2014 and may be extended or modified by mutual consent of the parties.
- 4. Termination of Agreement:** This Agreement may be terminated by either party, with or without cause, upon seven (7) days' written notice served to the other party by certified mail. In such case, Tacoma shall be compensated by the City for all work performed to the date of termination.
- 5. Staffing:**
Tacoma shall provide staff required to conduct and complete dangerous dog hearings and appeals. City will provide all appropriate assistance as required for Tacoma to perform the services under this Agreement.
- 6. Payment:** Billing for the services provided by Tacoma shall be paid within 30 days of City's receipt of invoice.
- 7. Notices:** Any notice required or permitted herein shall be deemed properly given at the time personally delivered or mailed postage prepaid and first class to the following addresses, or such other addresses as the City or Tacoma may designate in the future:

If to the City:

City Manager
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

With a copy to:

City Clerk
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

If to Tacoma:

City of Tacoma ,
Office of Hearing Examiner
747 Market Street, Room 720
Tacoma, WA 98402

8. Discrimination and Compliance with Laws: Tacoma agrees to not discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification. Tacoma shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement, to specifically include the requirements of the Washington State Public Records Act, RCW 42.56.

Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

9. Ownership of Documents: All files and other documents maintained by Tacoma for purposes of fulfilling this contract shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Hearings Examiner shall be tendered to the City.

10. Independent Contractor: Tacoma's Hearings Examiner is a professional acting without direct supervision and is an independent contractor. Tacoma waives any claim in the nature of a tax, charge, cost or employee benefits, which would attach if Tacoma's Hearing Examiner were held to be an employee of the City.

11. Subletting or Assigning Contract: Neither the City nor Tacoma shall assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the other.

12. Limits of Liability: The City and Tacoma shall indemnify and hold the other harmless from any claims for damages arising directly or indirectly from the negligence of the indemnitor relative to the work performed pursuant to the terms of this Agreement.

13. Duty to Defend: Except as required by the Limits of Liability above, City shall indemnify, defend and hold harmless Tacoma and the Hearing Examiner from any and all claims, demands, damages, lawsuits, liabilities, or losses arising out of Tacoma's performance of services under this Agreement, excepting for claims involving the negligence of Tacoma or the Hearing Examiner. The City is not responsible for the negligence of Tacoma or the Hearing Examiner.

14. Sole Contract Between Parties: This Agreement is the sole written contract between the parties. Any prior written or oral understanding shall merge with this Agreement. It shall be amended only upon express written consent of the parties hereto.

Effective this 15th day of January 2014.

CITY OF FIRCREST

By: Rick Rosenblatt
City Manager

Approved as to form:

Michael B. Smith
City Attorney

Attest:

Lisa Keef
City Clerk

CITY OF TACOMA

By: T.C. Broadnax
City Manager

By: Phyllis Macleod
Phyllis Macleod, Hearing Examiner

Approved as to form:

Martina P. Hart
Deputy City Attorney

Andrew Cherullo
Andrew Cherullo, Finance Director

Attest:

Doris Sorum 1-27-2014
Doris Sorum, City Clerk Date