

CONTRACT FOR PROFESSIONAL SERVICES

This contract entered into between the City of Othello, hereinafter called "City" and The Wesley Group, hereinafter called "Contractor" is effective as of October 1, 2011. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

The Contractor shall perform as principal spokesperson for the City of Othello in bargaining successor labor agreements with the existing bargaining units. Services shall include development of bargaining plans, drafting of proposals, advice and all recommendations to City elected officials and administrative staff, and if at all and whenever possible, bring the negotiations to their conclusion resulting in working contracts between the City of Othello and the interested bargaining units. The Contractor further agrees to represent the City on an as-needed basis in providing personnel advice, contract interpretation, in grievances, and in hearings, if any, before the Public Employment Relations Commission.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The City shall support the bargaining effort by providing parameters; reasonable assistance in preparation for bargaining; financial and clerical support as is mutually determined to be necessary (on site typing, copying, ect.).

ARTICLE III - CONSIDERATION

In consideration of the Contractors performance hereunder, the City shall pay the Contractor at the hourly rate of \$100.00 per hour for formal preparations for bargaining; strategy meetings with City officials and at the table negotiations, personnel advice, contract interpretation and preparations for and representation at any and all hearings conducted or participated in by Contractor. Travel time between Kennewick and Othello shall be reimbursed at one-half the hourly rate. Telephone toll charges and clerical and copying costs shall be reimbursed at actual cost. Mileage to be reimbursed at 58.5 cents per mile.

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.


ARTICLE V - INDEPENDENT CONTRACTOR

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the City in the performance of this contract.

ARTICLE VI - TERM OF CONTRACT

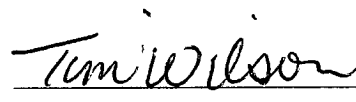
This contract shall be effective for the period beginning with October 1, 2011 through cancellation by either party giving thirty (30) days advance notice to the other party of said cancellation.

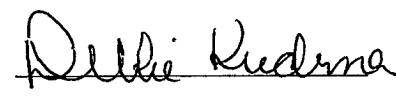
CONTRACTOR

By 
Kevin Wesley, President
The Wesley Group

Date 10-12-11

CITY OF OTHELLO


Mayor


City Clerk

Date 10/24/2011