RESOLUTION NO. 2069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE TOWN OF WILKESON FOR PLANNING SERVICES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Interlocal Agreement between the City of Bonney Lake and the Town of Wilkeson for planning services, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 14th day of September, 2010.

 Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney
INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WILKESON, WA AND THE CITY OF BONNEY LAKE, WA FOR PLANNING SERVICES

This Interlocal Agreement is made and entered into this 14th day of September, 2010, by and between the Town of Wilkeson, Washington, a municipal corporation (hereinafter referred to as “Wilkeson”) and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as “Bonney Lake”)

WHEREAS, Wilkeson is in need of planning services for an indefinite period of time; and

WHEREAS, Bonney Lake has planning staff in its Community Development Department who are willing to assist Wilkeson by providing current and/or long range planning services.

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Services To Be Provided.** Subject to the terms and conditions set forth below, Bonney Lake hereby agrees to provide Wilkeson with current and/or long range planning related services. It is understood that the Planning Manager and the Assistant Planner will be designated as the “primary planners” providing said current planning services as directed by Wilkeson’s Mayor. Such services shall be provided on an as-needed basis. The Wilkeson Mayor and Bonney Lake Planning Manager will work together cooperatively to implement a schedule that meets the needs of both parties. Prior to engaging in any long range or special planning projects, the parties will negotiate a scope of work and cost for said services. Wilkeson reserves the right, in its sole discretion, to contract with a planning consultant or other party to undertake any long range planning services. Bonney Lake reserves the right to decline, in its sole discretion, any long range planning projects which in its discretion may exceed the existing capacity or time availability of Bonney Lake’s planning staff, or which may present a conflict of interest with the City of Bonney Lake’s planning objectives.

2. **Compensation.** Wilkeson shall reimburse Bonney Lake on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit “A” attached hereto, plus 5% towards overhead for the actual hours worked on behalf of Wilkeson. The Planner shall be responsible for keeping a time sheet that reflects the actual hours worked.

3. **Reimbursable Expenses.** Any travel required of the Planner by Wilkeson, except regular commuting from Bonney Lake to Wilkeson, shall be reimbursed at the current IRS rate in effect at the time of the travel. Any printing, office supplies, tools, or other out-of-pocket expenses incurred by Bonney Lake solely for the benefit of Wilkeson shall be reimbursed at cost.

4. **Employment Status.** The parties specifically agree that the Planner from Bonney Lake is an employee of the City of Bonney Lake and not an employee of the City of Wilkeson and as such Bonney Lake is responsible for payment and processing of all employment related taxes and benefits. This Interlocal Agreement is not a specific contract for employment between the City of Wilkeson and the Planner and no promises, inducements, or offers of employment have been extended.
5. Term. This agreement shall continue in force and effect through December 31, 2011 unless terminated in accordance with Section 5. Extension of the term of this agreement may be effected by written agreement.

6. Termination. Either party may terminate this agreement at any time for any reason by providing at least sixty (60) days advance notice of termination in writing to the other party.

7. Modification. This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

8. Hold Harmless. Both cities are self-insured and members of the Washington Cities Insurance Authority. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

9. Applicable Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.

10. Non-Discrimination. Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

11. Severability. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 14th day of September 2010.

CITY OF BONNEY LAKE

[Signature]

Neil Johnson, Jr., Mayor

ATTEST:

[Signature]

TOWN OF WILKESON

[Signature]

Donna Hogerhuis, Mayor

ATTEST:

[Signature]
Harwood T. Edvalson, City Clerk

Meredith M. Shirley, Town Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

APPROVED AS TO FORM:

Michael J. Reynolds, Town Attorney
Exhibit "A"
2010 Hourly Rates
Wilkeson – Bonney Lake Interlocal Agreement for Planning Services

Assistant Planner – $34.08
Associate Planner – $37.54
Planning Manager – $54.20
GIS Analyst – $43.26

Note: 5% will be added to the above rates for overhead.
**City of Bonney Lake, Washington**  
**City Council Agenda Bill (C.A.B.) Approval Form**

<table>
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<th><strong>Workshop / Meeting Date:</strong></th>
<th><strong>Agenda Bill Number:</strong></th>
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<td>CD / John P. Vodopich, AICP</td>
<td>14 Sep 2010</td>
<td>AB10-146</td>
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**Councilmember Sponsor:**  

**Ordinance Number:**  

**Resolution Number:**  

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**Agenda Subject:** An interlocal agreement with the Town of Wilkeson for planning services

**Proposed Motion:** AB10-146 - Resolution 2069 - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Interlocal Agreement with the Town of Wilkeson for Planning Services.

**Administrative Recommendation:** Approve

**Background Summary:** The Town of Wilkeson has requested that we provide planning services in similar fashion as to the planning services we currently provide the City of Buckley and the Town of Ruston. The Planning Manager and Assistant Planner would be assigned to provide these services. The City would be reimbursed for staff time plus 5% for administration.

**BUDGET INFORMATION:**

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<th>Required Expenditure</th>
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**Budget Explanation:**  
The City will be reimbursed for staff time plus 5% for administration.

**COMMITTEE/BOARD REVIEW:**

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<th>Commission/Board Review Date:</th>
<th>Hearing Examiner Date:</th>
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**COUNCIL ACTION:**

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**Signatures:**

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<th>Director Authorization</th>
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<tr>
<td>John P. Vodopich, AICP</td>
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<td>August 19, 2010</td>
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