

**RESOLUTION NO. 2042**


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 RUSTON FOR CODE ENFORCEMENT 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 Ruston for code enforcement services, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 8<sup>th</sup> day of June, 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 RUSTON, WA  
AND THE CITY OF BONNEY LAKE, WA FOR  
CODE ENFORCEMENT SERVICES**

This Interlocal Agreement is made and entered into this 5<sup>th</sup> day of MAY, 2010, by and between the Town of Ruston, Washington, a municipal corporation (hereinafter referred to as "Ruston") and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as "Bonney Lake")

**WHEREAS**, Ruston is in need of code enforcement services for an indefinite period of time; and

**WHEREAS**, Bonney Lake has code enforcement staff in its Community Development Department who are willing to assist Ruston by providing code enforcement 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 Ruston with code enforcement related services. It is understood that an Assistant Planner will be designated as the employee providing said code enforcement services as directed by Ruston's Mayor or Town Planner. Such services shall be provided on an as-needed basis. This arrangement may include maintaining regular office hours in Ruston as needed. The Ruston Mayor or Town Planner and Bonney Lake Community Development Director will work together cooperatively to implement a schedule that meets the needs of both parties. Prior to engaging in any code enforcement activities, the parties will negotiate a scope of work and cost for said services. Ruston reserves the right, in its sole discretion, to contract with a consultant or other party to undertake any code enforcement services. Bonney Lake reserves the right to decline, in its sole discretion, any code enforcement 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.** Ruston 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 the Assistant Planner worked on behalf of Ruston. The Assistant Planner shall be responsible for keeping a time sheet that reflects the actual hours worked.
3. **Reimbursable Expenses.** Any travel required of the Assistant Planner by Ruston, 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 Ruston shall be reimbursed at cost.
4. **Employment Status.** The parties specifically agree that the Assistant Planner from Bonney Lake is an employee of the City of Bonney Lake and not an employee of the Town of Ruston 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 Town of Ruston and the Assistant 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, 2014 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 5<sup>th</sup> day of MAY 2009.

CITY OF BONNEY LAKE

  
\_\_\_\_\_  
Neil Johnson, Jr., Mayor

TOWN OF RUSTON

  
\_\_\_\_\_  
Bruce Hopkins, Mayor

**ATTEST:**

Susan Davis for:  
Harwood T. Edvalson, City Clerk  
Susan Davis, Records + Information Specialist

**APPROVED AS TO FORM:**

James Dionne  
James Dionne, City Attorney

**ATTEST:**

Myriah Mesa  
Myriah Mesa, Town Clerk

**APPROVED AS TO FORM:**

David Britton  
David Britton, Town Attorney

**Exhibit "A"**

2010 Hourly Rates

Ruston – Bonney Lake Interlocal Agreement for Code Enforcement Services

Assistant Planner – \$34.08

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**

|  |   |  |
|--|---|--|
| <b><u>Department / Staff Contact:</u></b><br>CD / John P. Vodopich, AICP | <b><u>Workshop / Meeting Date:</u></b><br>08 Jun 2010 | <b><u>Agenda Bill Number:</u></b><br>AB10-92 |
| <b><u>Ordinance Number:</u></b>  | <b><u>Resolution Number:</u></b><br>2042              | <b><u>Councilmember Sponsor:</u></b>         |

**Agenda Subject:** An Interlocal Agreement with the Town of Ruston for Code Enforcement Services

**Proposed Motion:** AB10-92 – Resolution 2042 – 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 Ruston For Code Enforcement Services.

**Administrative Recommendation:** Approve

**Background Summary:** The Town of Ruston has requested that we provide Code Enforcement Services in similar fashion as to the planning services we currently provide the City of Buckley. The Assistant Planer would be assigned to provide these services, initially planned for four (4) hours per week. The City would be reimbursed for staff time plus 5% for administration. Our Assistant Planner (Dan Buhl) lives near Ruston, and would spend a morning or afternoon in Ruston.

| <b><u>BUDGET INFORMATION:</u></b>   |                             |                      |                       |
|---|-----------------------------|----------------------|-----------------------|
| <b>Budget Amount</b>  | <b>Required Expenditure</b> | <b>Budget Impact</b> | <b>Budget Balance</b> |
| <b>Budget Explanation:</b><br>The City would be reimbursed for staff time plus 5% for administration. |                             |                      |                       |

| <b><u>COMMITTEE/BOARD REVIEW:</u></b>                            |
|--|
| <b>Subcommittee Review Date:</b> Finance Committee - 25 May 2010 |
| <b>Commission/Board Review Date:</b> -                           |
| <b>Hearing Examiner Date:</b>                                    |

| <b><u>COUNCIL ACTION:</u></b>  |                                |
|--------------------------------|--------------------------------|
| <b>Workshop Date(s):</b>       | <b>Public Hearing Date(s):</b> |
| <b>Meeting Date(s):</b> 6/8/10 | <b>Tabled To Date:</b>         |

**Signatures:**

|  |                     |                             |
|--|---------------------|-----------------------------|
| Director Authorization<br>John P. Vodopich, AICP | Mayor<br>NH Johnson | Date City Attorney Reviewed |
|--|---------------------|-----------------------------|

**FINANCE COMMITTEE**

**DATE:** May 25, 2010

**ORIGINATOR:** John P. Vodopich, AICP      **TITLE:** Community Development Director

**SUBJECT/DISCUSSION:** A Resolution to enter into an interlocal agreement with the Town of Ruston for Code Enforcement Services.

The Town of Ruston has requested that we provide Code Enforcement Services in similar fashion as to the planning services we currently provide the City of Buckley. The Assistant Planer would be assigned to provide these services, initially planned for four (4) hours per week. The City would be reimbursed for staff time plus 5% for administration.

**ORDINANCE/RESOLUTION NUMBER:** 2042

**REQUEST OR RECOMMENDATION BY ORIGINATOR:** Motion to approve the Resolution as presented.



**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR**

**FINANCE DIRECTOR**      \_\_\_\_\_  
**CITY ATTORNEY**        \_\_\_\_\_

| <u>BUDGET INFORMATION</u> |                             |                          |
|---------------------------|-----------------------------|--------------------------|
| <u>2010 Budget Amount</u> | <u>Required Expenditure</u> | <u>Remaining Balance</u> |
| N/A                       | N/A                         | N/A                      |

**Explanation:** The City would be reimbursed for staff time plus 5% for administration.

**COMMITTEE ACTION:** RECOMMEND APPROVAL TO COUNCIL

|                                     | <u>DATE</u> | <u>APPROVED</u>   | <u>DISAPPROVED</u> |
|-------------------------------------|-------------|---|--------------------|
| Dan Swatman, Chair, Finance         | 5-25-2010   |  | _____              |
| Mark Hamilton, Chair, Public Safety | 5-25-2010   | _____   | _____              |
| James Rackley, Chair, CDC           | 5-25-10     |  | _____              |

**COMMITTEE COMMENTS:** \_\_\_\_\_

**COMMITTEE'S RECOMMENDATION TO FORWARD TO:**  
**CITY CLERK**                      **FINANCE DIRECTOR**                      **CITY ATTORNEY**

Please schedule for Council Meeting date of: June 8, 2010  
Consent Agenda: Yes