

RESOLUTION NO. 2086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO RENEW AN INTERLOCAL AGREEMENT WITH THE CITY OF BUCKLEY 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 City of Buckley for planning services, attached hereto and incorporated herein by this reference.

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



Neil Johnson, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BUCKLEY, WA AND
THE CITY OF BONNEY LAKE, WA FOR PLANNING SERVICES**

This Interlocal Agreement is made and entered into this 14th day of December, 2010, by and between the City of Buckley, Washington, a municipal corporation (hereinafter referred to as "Buckley") and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as "Bonney Lake")

WHEREAS, Buckley 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 Buckley 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 Buckley with current and /or long range planning related services. It is understood that an Associate Planner will be designated as the "primary planner" providing said current planning services as directed by Buckley's City Administrator. Such services shall be provided on an as-needed basis. This arrangement may include maintaining regular office hours in Buckley City Hall as needed. The Buckley City Administrator 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 long range or special planning projects, the parties will negotiate a scope of work and cost for said services. Buckley 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.** Buckley 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 Planner worked on behalf of Buckley. 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 Buckley, except regular commuting from Bonney Lake to Buckley, 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 utilizing Bonney Lake equipment and/or facilities solely for the benefit

of Buckley shall be reimbursed at cost. However Buckley may make their own equipment and/or facilities available for use at no additional cost to Buckley.

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 Buckley 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 Buckley 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, 2012, unless earlier terminated in accordance with Section 6.

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 December, 2010.

CITY OF BONNEY LAKE




Neil Johnson, Jr., Mayor

CITY OF BUCKLEY



Patricia Johnson, Mayor

ATTEST:



Harwood T. Edvalson, City Clerk

ATTEST:



Joanne Starr, Deputy City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

APPROVED AS TO FORM:



Phil Olbrechts, City Attorney

Exhibit "A"
2011 Hourly Rates
Buckley – Bonney Lake Interlocal Agreement for Planning Services

Assistant Planner - \$35.06

Associate Planner – \$38.58

Planning Manager – \$56.40

GIS Analyst – \$44.81

Note: 5% will be added to the above rates for overhead.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Exec. / Don Morrison	Meeting/Workshop Date: 14 December 2010	Agenda Bill Number: AB10-185
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2086	Councilmember Sponsor:

Agenda Subject: Interlocal Agreement with Buckley for Planning Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Resolution No. 2086 Authorizing The Mayor To Renew An Interlocal Agreement With The City Of Buckley For Planning Services. .

Administrative Recommendation: Approve

Background Summary: The City of Bonney Lake contracts with the City of Buckley to provide them with planning services. This agreement renews the ILA. It is anticipated that approximatley 20 hours per week will be devoted to this contract. Associate Planner Kathy James is the primary planner assigned to this ILA. The Buckley City Council approved the agreement Dec. 8th.
Attachments: ILA

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: NA			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 11/23/10	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Forward to: December 14 th Regular Meeting		Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):