

RESOLUTION NO. 2973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND THE CITY OF SUMNER, WASHINGTON FOR BUILDING INSPECTION SERVICES.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for services; and


WHEREAS, Cities of Bonney Lake and Sumner mutually desire to continue the contractual relationship allowing for the periodic use of the City's Building Staff by the City of Sumner; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

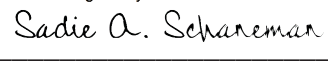
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Interlocal Agreement with the City of Sumner for Building Inspection Services

PASSED BY THE CITY COUNCIL this 22 day of March, 2022.

DocuSigned by:

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Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

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Sadie Schaneman, CMC, City Clerk

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

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-42
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2973	Sponsor:

Agenda Subject: Bonney Lake/Sumner Building Inspection Services Interlocal Agreement

Full Title/Motion: A Resolution Of The City Of Bonney Lake, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Bonney Lake, Washington And The City Of Sumner, Washington For Building Inspection Services.

Administrative Recommendation: Approve

Background Summary: In 2019, the City passed Resolution 2653 authorizing the Mayor to sign an Interlocal Agreement (ILA) with the City of Sumner to provide back-up building inspection services for Sumner when Sumner’s only building staff member was on vacation or calls in sick until December 31, 2020. Bonney Lake received full cost recovery plus an administrative fee. The ILA stipulated that the City is only required to provide building inspections services, if the City has sufficient staffing capacity to provide the requested service. Sumner requested the ILA be extended, but since the extension was not completed prior to the ILA expiring the cities will be entering into a new ILA instead. Resolution 2973 would authorize the Mayor to sign the new ILA that runs through 2023 and updates the hourly rates, which increase each year over the life of the ILA to ensure a full cost recovery for these efforts.

Attachments: Resolution 2973 and Bonney-Sumner Building Services ILA

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

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Date: March 12, 2022	<i>Approvals:</i>		Yes No
	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forward to:	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): March 22, 2022	Tabled to Date:

APPROVALS		
Director: <i>Ryan Johnstone, P.E.</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable):

INTERLOCAL COOPERATION AGREEMENT

Building Services

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Sumner, Washington (“Sumner”) and the City of Bonney Lake, Washington (“Bonney Lake”), both municipal corporations organized under the laws of the State of Washington, to establish a contractual relationship under which each city will avail the services of its Building Staff to the other city on an as-needed basis.

Recitals

WHEREAS, both Sumner and Bonney Lake (each a “Party” and collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the Parties mutually desire to establish a contractual relationship providing for the periodic use of each Party’s Building Staff by the other Party on an as-needed basis; and

WHEREAS, the Parties desire to execute this Agreement to define their respective rights, obligations, costs and liabilities;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for each Party’s use, on an as-needed basis, of the other Party’s Building Official or Building Inspector (“Building Staff”), and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement will be reasonably construed in furtherance of said purpose.

Section 2. Services. Each Party will avail its Building Staff to provide services for and at the direction of the other Party and within the other Party’s regulatory jurisdiction subject to this section. The Party requesting the services of the other Party’s Building Staff is the “the Requesting City” and the Party providing such services is the “the Providing City”.

A. The services provided to and for the Requesting City by the Providing City’s Building Staff include all responsibilities, tasks, duties and functions designated by the State Building Code (Chapter 19.27 RCW) and any applicable regulations, plans and policies of the Requesting City, as well as any related services directed by the Requesting City’s Mayor or his or her designee. Such services include without limitation the review and approval of project permit plans, site inspections, code enforcement, and issuance of code interpretations.

B. In addition to any requirements set forth in applicable regulations, plans or policies, the following provisions apply to services for the Requesting City:

(1) **Work Hours.** Services performed for the Requesting City will be those requested by the Requesting City, subject to the availability of the Building Staff to perform such services, as determined in the Providing City's sole discretion. Services performed for the Requesting City by the Building Staff, inclusive of travel time, will be during normal business hours (7:00 a.m. to 5:00 p.m.). The Parties acknowledge that the Building Staff's availability to perform services for the Requesting City is dependent upon his or her availability, as the first priority remains with the Providing City.

(2) **Office Space.** When providing services to and for the Requesting City, the Building Staff will operate primarily from the Requesting City's City Hall. The Requesting City must provide access to an office workstation at the Requesting City's City Hall for the Building Staff's reasonable use.

(3) **Vehicle Use.** To perform site inspections and other duties from the Requesting City's City Hall, the Building Staff will use a vehicle furnished and insured by the Requesting City, if available. The Building Staff must maintain a valid Washington State driver's license throughout the term of this Agreement.

(4) **Tools and Equipment.** Except as otherwise specified in this Agreement or as specifically authorized by the Providing City, the Building Staff will use the Requesting City's tools and equipment to provide services to and for the Requesting City.

(5) **Insurance.** The Requesting City shall provide insurance, including Commercial General Liability, Auto Liability, and Workers Compensation or risk pool coverage providing same to the extent available, encompassing the Building Staff's performance of services for the Requesting City in the same manner as provided for the Requesting City's employees. Such coverage must commence when the Building Official physically arrives at the Requesting City's City Hall, must extend throughout the period of each day during which the Building Staff is providing services for the Requesting City, and terminate at the end of the business day when the Building Staff physically departs the Requesting City's City Hall premises or other premises at which the Building Staff is providing services for the Requesting City. The Providing City shall provide insurance or risk pool coverage for the Building Staff encompassing all other times and activities, including without limitation the Building Staff's transportation between the Providing City's City Hall and the Requesting City's City Hall.

Section 3. Costs and Payment. The services provided to the Requesting City by the Building Official shall be paid at the rates and in the manner set forth in this section.

A. **Compensation.** The Requesting City shall reimburse the Providing City on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit "A" attached hereto, for the actual hours the Building Staff worked on behalf of Receiving City.

B. **Mileage Reimbursement.** Separate from and additional to the compensation rates set forth in subsection (A), the Requesting City will reimburse the Providing City for the Building Staff's daily transportation between the Providing City's City Hall and the Requesting City's City Hall at the then-current standard IRS mileage rate.

C. Invoice and Payment Procedure. The Providing City's Building Staff is responsible for tracking the hours worked for the Receiving City and provide those hours to the Providing City. The Providing City will submit monthly written invoices to the Requesting City for services rendered by the Providing City during the preceding month. Each invoice will detail the services provided and any reimbursable expenses incurred. The Requesting City will remit payment in full to the Providing City within thirty (30) days of receiving each invoice or will be subject to the Providing City's standard fees, interest and/or penalties.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and will remain effective until December 31, 2023, unless terminated earlier in accord with Section 5. The Agreement can be extended by the Mayor or their designee, by mutual agreement in writing signed by both Parties, for successive one year terms up to a total of six additional years provided that, the rates are updated at the same time to cover the cost of providing the services.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. Each Party shall remit timely payment to the other party for all satisfactory services rendered by the other party's Building Staff prior to the effective date of any termination or expiration of this Agreement.

Section 6. Modification. This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

Section 7. Administration; No Separate Entity Created. The Sumner Mayor and the Bonney Lake Mayor shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

Section 8. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a Party will remain within the sole and exclusive ownership of that Party following the termination or expiration of this Agreement.

Section 9. Indemnification. The Requesting City shall defend and indemnify the Providing City's Building Staff from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the Providing City's Building Staff, performed under the direction of the Requesting City. Such indemnity and defense shall be provided on the same terms and to the same extent as afforded to each City's own employees under Bonney Lake Municipal Code Chap. 2.52 and Sumner Municipal Code 2.118.

It is further specially and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Governing Law and Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of this Agreement is the Superior Court for Pierce County, Washington.

Section 11. No Employment Relationship Created. The parties specifically agree that the Building Staff from Providing City remain the employees of the Providing City and are not employees of the Requesting City and as such the Providing City is exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Official except as expressly set forth in this Agreement.

Section 12. Notices. Notices to Sumner must be sent to the following address:

**City of Sumner
Attn: Mayor
1104 Maple Street, Suite 200
Sumner, WA 98390**

Notices to Bonney Lake must be sent to the following address:

**City of Bonney Lake
Attn: Mayor
PO Box 7380
Bonney Lake, WA 98391**

Section 13. Duty to File Agreement with County Auditor. Prior to this Agreement's entry into force, Bonney Lake must, pursuant to RCW 39.34.040, (1) file this Agreement with the Pierce County Auditor's Office, or (2) list this Agreement by subject on Bonney Lake's internet web site.

Section 14. Integration. This document constitutes the entire agreement between the Parties, and, unless modified in writing by an amendment signed by the Parties, will be implemented exclusively as described above. All oral agreements and understandings related to the subject matter of this Agreement are superseded and null and void.

Section 15. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 16. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

Section 17. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 18. Regulatory Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority or governmental powers of either party, which Sumner and Bonney Lake hereby expressly reserve in full.

EXECUTED this 22nd day of March, 2022.

CITY OF SUMNER

DocuSigned by:

Kathy Hayden

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Kathy Hayden, Mayor

CITY OF BONNEY LAKE

DocuSigned by:

Michael McCullough

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Michael McCullough, Mayor

ATTEST/AUTHENTICATED

DocuSigned by:

Michelle Converse

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Michelle Converse, CMC, City Clerk

ATTEST/AUTHENTICATED

DocuSigned by:

Sadie A. Schaneman

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Sadie Schaneman, CMC, City Clerk

APPROVED AS TO FORM

DocuSigned by:

Andrea Marquez

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Andrea Marquez, Sumner City Attorney

APPROVED AS TO FORM

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Kathleen Haggard

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Kathleen Haggard, Bonney Lake City Attorney

Exhibit A Rate Schedule

City of Bonney Lake			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Senior Inspector	\$80	\$85	\$90
Building Inspector I	\$60	\$65	\$70

City of Sumner			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Building Official	NA	\$63	\$65