

CITY OF ORTING  
WASHINGTON

ORIGINAL

RESOLUTION NO. 2019-16

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, AUTHORIZING THE MAYOR TO  
EXECUTE AN INTERLOCAL AGREEMENT WITH THE  
CITY OF BONNEY LAKE FOR ON-CALL BUILDING  
INSPECTION AND PLAN REVIEW SERVICES**

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WHEREAS, Chapter 39.34 RCW, 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, the City Council for the City of Orting desires to provide the citizens with additional building inspection and plan review services through this interlocal agreement, so as to timely meet the existing demand; and

WHEREAS, the Cities of Bonney Lake and Orting mutually desire to establish a contractual relationship providing for the period use of the Bonney Lake Building Staff by the Orting on an as-needed basis; and

WHEREAS, the Orting City Council has determined to enter into an Interlocal Agreement as authorized and provided for by RCW 39.34.080 to effectuate this purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

**Section 1. Authorization.** The Mayor is hereby authorized to enter into an interlocal agreement for building inspection and plan review services with the City of Bonney Lake, in the form attached hereto as Exhibit A and incorporated herein by this reference.


**Section 2. Severability.** If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase.

**Section 3. Corrections.** The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/subsection numbers and any references thereto.

**Section 4. Effective date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 14<sup>TH</sup> DAY OF AUGUST, 2019.**

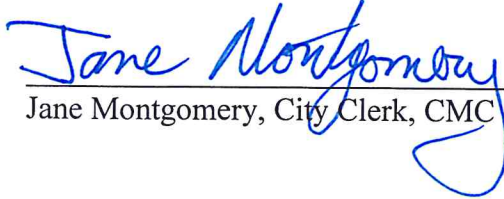
CITY OF ORTING



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Joshua Penner, Mayor

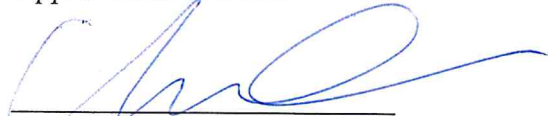
ATTEST/AUTHENTICATED:



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Jane Montgomery, City Clerk, CMC

Approved as to form:



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Charlotte A. Archer  
Inslee, Best, Doezie & Ryder, P.S.  
City Attorney

# 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 Orting, Washington (“Orting”) 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 Bonney Lake will avail the services of the Bonney Lake’s Building Official or Building Inspector (“Building Staff”) to the Orting on an as-needed basis.

## Recitals

WHEREAS, both Orting 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 Bonney Lake Building Staff by the Orting 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 Orting use, on an as-needed basis, of the Bonney Lake’s 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. Bonney Lake will avail its Building Staff to provide services for and at the request and direction of Orting and within Orting’s regulatory jurisdiction subject to this section.

A. The services provided to and for Orting by Bonney Lake’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 Orting, as well as any related services directed by Orting’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. While performing said services, Building Staff shall take direction from Orting's City Administrator or authorized designee.

B. Bonney Lake represents and warrants that their Building Staff have the requisite licensing, certification, training, skill and experience necessary to provide the services offered under this Agreement. Bonney Lake's Building Staff will perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

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

(1) Requests for Services and Acceptance. Orting shall submit a written request to Bonney Lake for performance of services identified in this section, and Bonney Lake shall respond to a written request for said services after 3PM of the following business day of said request. The Parties agree that a written request and any response thereto may be provided via email. Requests shall be made by Orting's City Administrator or authorized designee, and any response shall be issued by Bonney Lake's City Administrator or authorized designee.

(2) Work Hours. Services performed for Orting will be those requested by Orting, subject to the availability of the Building Staff to perform such services, as determined at Bonney Lake's sole discretion. Services performed for Orting 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 Orting is dependent upon his or her availability, as the first priority remains with providing services to Bonney Lake.

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

(3) Vehicle Use. To perform site inspections and other duties, the Building Staff will use a vehicle furnished and insured Orting, 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 Bonney Lake, the Building Staff will use Orting's tools and equipment to provide services to and for Orting.

(5) Insurance. Orting 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 Orting in the same manner as provided for Orting employees. Such coverage must commence when the Building Staff physically arrives at Orting's City Hall, must extend throughout the period of each day during which the Building Staff is providing services for Orting, and terminate at the end of the business day when the Building Staff physically departs the Orting's City Hall premises or other premises at which the Building Staff is providing services for Orting. Bonney Lake 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 to and from Orting.

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

A. Compensation. Orting 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 ten-percent (10%) towards overhead for the actual hours worked.

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

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

D. Billing Disputes. In the event there is a dispute regarding an invoiced amount, the Parties shall make every effort to resolve such dispute by mutual agreement. In the event there is no resolution by mutual agreement, either Party may pursue any legal remedy available from a court of competent jurisdiction.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and will remain effective until December 31, 2021, unless terminated earlier in accord with Section 5. The Parties may at their option renew this Agreement for one or more mutually agreed upon 1 or 2 year terms by a writing signed by both Parties.

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. Orting shall remit timely payment to Bonney Lake for all satisfactory services rendered by the Bonney Lake'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 approved by the legislative body of each City.

Section 7. Administration; No Separate Entity Created. The Orting 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. Orting shall defend and indemnify Bonney Lake'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 negligent performance of services pursuant to this Agreement at the request and direction of Orting by Bonney Lake's Building Staff. Such indemnity and defense shall be provided on the same terms and to the same extent as afforded to each Orting's own employees under Orting Municipal Code Chapter 1-14.

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.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification.

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 Bonney Lake Building Staff remain Bonney Lake employees and are not employees of the Orting and as such Bonney Lake is exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Staff except as expressly set forth in this Agreement.

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

**City of Orting  
Attn: Mayor  
PO Box 489  
Orting, WA 98360**

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 Orting and Bonney Lake hereby expressly reserve in full.

EXECUTED this 14<sup>TH</sup> day of AUGUST, 2019.

**CITY OF Orting**

**CITY OF BONNEY LAKE**

\_\_\_\_\_  
Joshua Penner, Mayor

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Jane Montgomery, City Clerk, CMC

\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

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Charlotte A. Archer, Orting City Attorney

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Kathleen Haggard, Bonney Lake City Attorney

## Exhibit A Rate Schedule

**City of Bonney Lake:**

<b>Position</b>	<b>Hourly Rate</b>	<b>Administrative Markup</b>	<b>Total Hourly Cost</b>
Building Official	\$67.35	\$6.74	\$74.09
Building Inspector	\$45.00	\$4.50	\$49.50