

INTERLOCAL AGREEMENT FOR PLANNING SERVICES

This Agreement is entered into in duplicate by and between Thurston Regional Planning Council (“TRPC”), and City of Yelm (“CITY”).

Recitals:

WHEREAS, the general and special purpose jurisdictions and public institutions of Thurston County have joined together to form a Regional Planning Council known as TRPC;

WHEREAS, TRPC may provide, on a contractual basis, planning and technical assistance for member and nonmember agencies as set forth in the TRPC By-laws and Agreement;

WHEREAS, CITY desires to enter into an agreement with TRPC to perform certain planning services as hereinafter agreed to by both parties.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises contained herein, the parties agree as follows:

I. PURPOSE

Provide planning services.

II. DUTIES OF TRPC

TRPC shall perform the following duties:

- A. In order to accomplish the general objective(s) of this Contract, TRPC shall perform the duties included in the Scope of Work (Attachment A).

III. TERM

The time schedule for completion of TRPC's duties shall be January 1 through December 31, 2009. Performance by TRPC prior to the date of execution of this Agreement is hereby ratified and confirmed.

IV. EFFECTIVE DATE

This Agreement shall become effective when executed by both parties.

V. PAYMENT FOR SERVICES

CITY shall pay TRPC for planning services rendered, as specified herein in a total amount not to exceed \$50,000. TRPC shall submit monthly vouchers for services rendered under this Contract and CITY shall pay thereon within thirty (30) days of receipt.

VI. PROHIBITION AGAINST ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party, without first obtaining the written consent of the other party.

VII. OWNERSHIP OF MATERIALS

Ownership of materials produced as part of this Agreement, including but not limited to documents, maps, computer data diskettes, etc. shall be the property of CITY and shall be made available upon request.

VIII. TERMINATION

This Agreement may be terminated sooner than the expiration date of December 31, 2009, upon thirty (30) days written notice to the other party. The CITY agrees to be responsible for financial obligations incurred by TRPC up through, and including the date of termination, for work performed on behalf of the CITY. Upon receipt of written notice of termination of this Agreement, TRPC agrees not to undertake any further obligations on behalf of the CITY beyond the date scheduled for termination.

IX. ADMINISTRATION; ACQUISITION OF PROPERTY

This Agreement will be administered by the CITY. It is not anticipated that real or personal property will be acquired by the parties under the terms of this Agreement, therefore there is no need for provisions in this Agreement that specify the distribution of such property upon termination.

X. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, TRPC shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex, national origin, sexual orientation, or disability.

XI. HOLD HARMLESS/INDEMNIFICATION

TRPC shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of TRPC in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

TRPC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by TRPC, its agents, representatives, or employees.

A. Minimum Scope of Insurance. TRPC shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the TRPC's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance.

B. Minimum Amounts of Insurance. TRPC shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. TRPC's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of TRPC's insurance and shall not contribute with it.

2. TRPC's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best rating of not less than A:VII.
 - E. Verification of Coverage. TRPC shall, upon request, furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement.

XII. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The CITY will not exercise control and direction over the work of TRPC, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the TRPC. No agent, employee, servant or representative of TRPC shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the TRPC are not entitled to any of the benefits the CITY provides for its employees. TRPC will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services herein contemplated, TRPC is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

As an independent contractor, TRPC shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

XIII. REPORTS AND INSPECTIONS

TRPC at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials, prepared or assembled by TRPC under this Agreement are subject to public disclosure pursuant to Ch. 42.17 RCW. To the extent allowed by Ch. 42.17 RCW, reports, information, data, records, and other related materials prepared or assembled by the TRPC under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily-specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

TRPC shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the TRPC'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the TRPC'S activities that relate, directly or indirectly, to this Agreement.

XIV. COMPLIANCE WITH LAWS

TRPC, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

XV. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XVI. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XVII. GOVERNING LAW AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.


Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, TRPC and the CITY have executed this Contract as of the date and year written below.

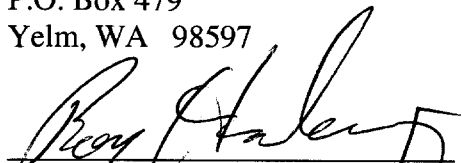
THURSTON REGIONAL PLANNING COUNCIL
2424 Heritage Court SW, Suite A
Olympia, WA 98502



Lon D. Wyrick, Executive Director

12-18-08
Date

CITY OF YELM
P.O. Box 479
Yelm, WA 98597



Ron Harding, Mayor

12/28/08
Date

ATTEST:



City Clerk

12/30/08
Date

SCOPE OF WORK

Planning Services for the City of Yelm

A. Work Program Tasks – The following work program priorities will be addressed under the guidance of the Yelm staff as allowed by the identified budget.

Task 1. Administer Yelm Program Requests

- Monitor Projects as requested and allowed by the established budget
- Stay in communication with the Community Development Director, administer the Yelm contract
- Complete requests for special projects or mapping

City of Yelm Staff Contacts: Grant Beck and Tami Merriman (Yelm Comprehensive Plan Amendments) and other staff as identified

Task 2. Comprehensive Plan Amendments 2009

Respond to requests from Yelm, monitor projects and complete the Yelm Comprehensive Plan Amendment (YCPA) Process 2009. Two Joint Plan Amendments are anticipated as follows:

1. Update of the Yelm 20 Year Transportation Plan Map (this map that will be part of the new Yelm Transportation Plan Update started in 2008 and will also replace the existing map included in the Yelm Comprehensive Plan – Transportation Chapter).
2. Update of the population numbers consistent with the Thurston County update completed in 2008 (as identified in Resolution 14034 and Ordinance 14035).

Process and Products:

Complete the Yelm Comprehensive Plan amendment process (both city and county for joint plan amendments including analysis, preparation of documents, briefings, hearings, and worksessions.) If there are any joint plan amendments proposed, stay in communication with Thurston County regarding schedule and process.

1. Meet with City of Yelm planner to review and clarify any remaining issues regarding Yelm's amendments. Begin liaison activity with the County regarding any proposed Yelm/Thurston County Joint plan amendments. Determine mapping products necessary to complete scope of work and determine GIS – TRPC services and Yelm in-house mapping work. (January, 2009)
2. Finalize review process, products and timeline with Yelm staff. (January, 2009)

3. Review, discuss and revise draft information and analysis and finalize plans for the public review process (City of Yelm Comprehensive Plan, Yelm/Thurston County Joint Plan)
4. Determine stakeholders to be included in review process. Prepare notification materials (Yelm staff disseminates notification material.) Prepare analysis and other relevant information necessary for the review process (for Yelm and Yelm/Thurston County Joint Plan Comprehensive Plan Amendments.) (February- to end of process 2009)
6. Hold informational meetings and facilitate any other required public process at both the Yelm Planning Commission and Yelm City Council review stages as desired by Yelm staff.. In addition, work with the Thurston County Planning Commission, staff and Board of Thurston County Commissioners regarding joint plan amendments proposed for 2009 and any briefings and other work sessions necessary to complete the review and adoption process.
7. Revise, finalize, adopt and incorporate updated and new information in City of Yelm plans and the Yelm/Thurston County Joint Plan as desired and required.

Staff Contacts: Grant Beck and Tami Merriman

Task 3. Transportation Plan Update

Goal: Complete work begun in 2008 updating the Yelm Transportation Plan including the new 20 year Transportation Plan map.

Process and Products:

Work to complete in 2009

1. Prepare materials or maps as requested by Yelm staff to complete the adoption process.
2. Participate in process as needed or requested by Yelm staff.

City of Yelm Staff Contacts: Grant Beck, Tami Merriman, Jim Gibson

Task 4. Unified Development Code

Process and Products:

Complete preparation of a draft Unified Development Code and support staff and other City review as desired.

1. Complete preparation of draft Unified Development Code in consultation with staff
2. Review with staff and prepare materials for Planning Commission review and any additional review deemed necessary
3. Review recommended draft for Yelm City Council Review and adoption.

City of Yelm Staff Contacts: Grant Beck and Tami Merriman

B. Budget Estimate

1. Total Cost: \$50,000
2. Revenue Source: City of Yelm Contract