

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, 2011. 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.

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.

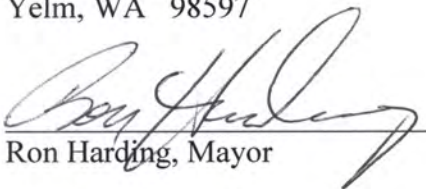
IN WITNESS WHEREOF, TRPC and the CITY have executed this Contract as of the date and year written below.

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

Lon D. Wyrick, Executive Director

Date

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



Ron Harding, Mayor

5/30/11

Date

ATTEST:



Loui Massman
City Clerk

6-1-11

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

1. Monitor projects as requested and allowed by the established budget
2. Stay in communication with the Community Development Director, administer the Yelm contract
3. Complete requests as possible within the budget for special projects or mapping

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

Task 2. Unified Development Code

Process and Products:

Complete review of a draft Unified Development Code. Respond to/support continued review. Goal is completion in 2011.

1. Continue to support staff and planning commission in the review of a first draft Unified Development Code
2. Perform additional format, content and other support as identified by staff for a final draft Unified Development Code
3. Support staff as requested throughout the review and adoption process.

City of Yelm Staff Contacts: Grant Beck and Tami Merriman

Task 3. Comprehensive Plan GMA Compliance Review – Preparation of Draft in 2011 for Review in 2012

Process and Products:

Prepare first draft of an updated Yelm Comprehensive Plan. The goal is to complete a first draft that will be ready to begin GMA compliance review in 2012. The first draft will include the following:

1. Updated information as required by legislative changes to the Growth Management Act.

2. A reformatted Yelm Comprehensive Plan document that will result in a clear and consistent format as envisioned by Yelm staff.
3. Clarify goals and policies included in the Yelm/Thurston County Joint Plan.

Staff Contacts: Grant Beck and Tami Merriman

B. Budget Estimate

1. Total Cost: \$25,000
2. Revenue Source: City of Yelm Contract