

RESOLUTION NO. 1460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY FOR LAW ENFORCEMENT, DISPATCH, AND MUNICIPAL COURT SERVICES; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR TO IMPLEMENT ADMINISTRATIVE PROCEDURES TO CARRY OUT LEGISLATION; AND, A RESOLUTION EFFECTIVE DATE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. AUTHORIZATION OF AGREEMENT. The Interlocal Agreement between the City of Dayton and Columbia County for law enforcement, dispatch, and municipal court services, as provided in the form attached hereto as Attachment "A", is hereby authorized.

SECTION 2. EXECUTION OF AGREEMENT. The Mayor is hereby authorized to execute the Interlocal Agreement as described above in Section 1, in the form attached hereto as Attachment "A", on behalf of the City of Dayton.

SECTION 3. IMPLEMENTATION. The Mayor or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 4. EFFECTIVE DATE. That this resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED by the City Council of the City of Dayton, Washington on this 10TH day of March, 2021.

City of Dayton


Zac Weatherford, Mayor

Attested/Authenticated by:



Trina Cole, City Administrator

Approved as to form:



Quinn Plant, City Attorney

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA
COUNTY, WASHINGTON AND THE CITY OF DAYTON,
WASHINGTON
FOR CRIMINAL JUSTICE AND LAW ENFORCEMENT
SERVICES**

THIS AGREEMENT ("Agreement") is made this 24 day of march, 2021, by and between COLUMBIA COUNTY, WASHINGTON ("County"), a Washington State County organized under the laws of the State of Washington, and the City of Dayton, Washington ("City"), a municipal corporation of the State of Washington.

I. RECITALS

WHEREAS The City is located entirely within the County;

WHEREAS the City has the obligation pursuant to RCW 39.34.180(1) to prosecute, adjudicate, sentence, and incarcerate non-juvenile misdemeanor and gross-misdemeanor offenses committed within the City;

WHEREAS the City operates a Municipal Department of the District Court within Columbia County pursuant to RCW 3.50.805, and is desirous to continue to operate said department within the District Court;

WHEREAS the City has in the past operated under an interlocal agreement with the various elected Officials and Departments of the County, pursuant to Chapter 39.34 RCW, to provide the services described above, and wishes to renew the agreement for terms favorable to both parties;

WHEREAS the County has for many years provided the above-described services to the City, and desires to continue the relationship under terms favorable to both parties;

WHEREAS the County Sheriff, Prosecutor, District Court, and Emergency Services have agreed to provide the above-described services through this Agreement to the City in exchange for reimbursement;

AND WHEREAS the City Council and County Commissioners have this date approved and ratified this Agreement;

II. AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained in this Agreement, the Parties agree as follows:

1. Definitions: For purposes of this agreement, the following words have the meanings indicated:
 - a. "City" means the City of Dayton, Washington;
 - b. "County" means Columbia County, Washington, and "County Parties" means the Board of County Commissioners, District Court, Prosecuting Attorney, and Sheriff;
 - c. "Commissioners" means the Board of County Commissioners of Columbia County, Washington;
 - d. "Council" means the City Council of the City of Dayton, Washington;
 - e. "District Court" means the Columbia County District Court, and "Judge," "Administrator," and "Clerks" mean the judge, administrator, and clerks of the Columbia County District Court;
 - f. "Emergency Management" means the Columbia County Emergency Management Department, a department of the County under the authority of the Board of County Commissioners;
 - g. "Prosecuting Attorney" means the Prosecuting Attorney of Columbia County, Washington, and his/her office and deputies;
 - h. "Sheriff" means the Columbia County Sheriff, and his/her office and deputies;
2. Authority: This Agreement is made pursuant to: Chapter 39.34 RCW, the Interlocal Cooperation Act, generally; 3.50.805; 10.101.080; 35.23.161; 35.23.440; RCW 39.34.180; 70.48.090;
3. Services: The Undersigned agree that the following services shall be provided by the County and its officers, departments, and employees to the City:
 - a. Dispatch Services: The Commissioners hereby agree and warrant that Emergency Management shall provide the services set forth in "Exhibit A," attached hereto and incorporated by reference herein, to consist of services summarized as "dispatch services." Dispatch services may only be changed, amended, or altered by written agreement of the City and Commissioners, and said changes, amendments, and alterations may be made without change to the contract as a

whole by mutual written amendment of “Exhibit A” by agreement between the Commissioners and the City;

- b. Law Enforcement Services: The Sheriff hereby agrees and warrants that the Sheriff’s Office shall provide the services set forth in “Exhibit B,” attached hereto and incorporated by reference herein, to consist of services summarized as “law enforcement services.” Law enforcement services may only be changed, amended, or altered by written agreement of the City and the Sheriff, and said changes, amendments, and alterations may be made without change to the contract as a whole by mutual written amendment of “Exhibit B” by agreement between the Sheriff and the City;
 - c. Prosecution Services: The Prosecuting Attorney hereby agrees and warrants that the Office of the Prosecuting Attorney shall provide the services set forth in “Exhibit C,” attached hereto and incorporated by reference herein, to consist of services summarized as “prosecution services.” Prosecution services may only be changed, amended, or altered by written agreement of the City and the Prosecuting Attorney, and said changes, amendments, and alterations may be made without change to the contract as a whole by mutual written amendment of “Exhibit C” by agreement between the Prosecuting Attorney and the City;
 - d. Municipal Court Services: The Judge of the District Court hereby agrees and warrants that the District Court shall provide the services set forth in “Exhibit D,” attached hereto and incorporated by reference herein, to consist of services summarized as “municipal court services.” Municipal court services may only be changed, amended, or altered by written agreement of the Judge and City, and said changes, amendments, and alterations may be made without change to the contract as a whole by mutual written amendment of “Exhibit D” by agreement between the Judge and the City.
4. Reporting Requirements: The Sheriff agrees that quarterly he or she will appear before the City Council and report on the number and types of crimes reported, the responses thereto, and give a report, orally and in writing, of the activities of the Sheriff’s Office in fulfillment of this Agreement. Once yearly, the County Parties shall deliver to the City a

written report outlining the activities of the County Parties in fulfillment of this agreement.

5. Compensation: The City shall pay to the County the sum of six hundred twelve thousand, five hundred dollars (\$612,500.00) per year for the services described herein, to be distributed as determined by the Columbia County Commissioners.
 - a. The amount of compensation will increase per year at a rate equal to 100% of the All Urban Consumer Price Index, West Size Class B/C of the preceding year, to take effect on January 1 of the successive year, beginning January 1, 2022.
 - b. The County shall send a monthly invoice indicating the amount due to the County to the City.
6. Distribution of Revenues to the City: All money received by the District Court pursuant to court action in a case filed on behalf of or by the City, including penalties, fines, fees and costs, except as otherwise provided by law, shall be paid by District Court to the City; PROVIDED, that the District Court may retain all money received as payments of assessments for probation or monitoring costs ordered in the City's cases. The City shall not be entitled to any revenue received by District Court other than revenues received pursuant to court action in a case filed by the City.
7. City Obligations with Respect to Revenues: The District Court shall provide the City a Remittance Summary prepared by the Washington State Administration of the Courts (AOC) for the appropriate time period at the same time it makes a payment to the City under paragraph (6) above. It shall be the City's obligation to pay from the revenues, including interest revenues, that it receives pursuant to paragraph (6) above, all amounts due and owing to the State of Washington and to deposit that portion of the revenues that it retains in accordance with law. The City agrees to hold the County harmless with respect to any claims or allegations that the City has not remitted the required amounts to the State of Washington.

8. Equipment and Goods: All equipment, supplies, vehicles, materials, and other goods acquired by the County in fulfillment of this Agreement shall remain property of the County, unless otherwise agreed by the Parties in writing.
9. Duration: The initial duration of this agreement shall be for a period of five years, beginning on January 1, 2021, at 12:01 AM, and run through midnight on December 31, 2025. Thereafter, this agreement may be renewed only by written, mutual agreement of all parties hereto, and no notice or statement of intent to terminate shall be required. This Agreement shall not automatically renew without further written amendment by mutual assent of all parties, and all parties should assume that the Agreement will terminate on the date and time specified absent written renewal or renegotiation, without notice or statement of intent to terminate.
10. Granting of Authority: Pursuant to this agreement, the City hereby grants, delegates, and otherwise assigns all authority vested in it of law enforcement, prosecution of crimes, and jurisdiction of the Municipal Court to the Sheriff, Prosecuting Attorney, and District Court, respectively.
11. Insurance and Indemnification:
 - a. The County shall carry and maintain general liability and employer's liability insurance providing coverage for all acts and omissions of Emergency Management, Sheriff, Prosecuting Attorney, and District Court occurring during the term of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) in the aggregate. The City shall carry and maintain liability insurance providing coverage for all acts and omissions occurring during the term of this agreement in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, and one million dollars (\$1,000,000.00) in the aggregate.
 - b. The County shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out

of any negligent act or omission of the County or any County Party, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the County and their respective officers, agents, and employees, the County shall satisfy the same.

- c. The City shall indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense and if final judgment in said suit be rendered against the County, and its officers, agents, and employees, or jointly against the County and the City and their respective officers, agents, and employees, the City shall satisfy the same.
- d. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- e. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/ or omission giving rise to liability shall accept all liability for the other Party's officer or employee' s negligence.
- f. Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.
- g. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the

indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- h. The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.

12. Relationship of Parties: The Parties intend that an independent contractor relationship will be created by this Agreement. The County and all County Parties shall be independent contractors, and not the agent(s) or employee(s) of City. The City is interested only in the results to be achieved, and agrees and warrants that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the County and each County Party. Any and all employees who provide Services to the City under this Agreement shall be deemed employees solely of the County and/or the County Parties. The County and County Parties shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant, or representative of the City shall be deemed to be an employee, agent, servant or representative of the County or any County Party for any purpose.

13. Dispute Resolution: In the event of a dispute concerning this Agreement, the Parties will first attempt resolution through good faith negotiations within 60 days of the notice of dispute to the other Party in writing, and shall make all reasonable efforts to convene, if necessary, special meetings or work-sessions to accomplish this within the timeframe. If

the parties are unable to resolve their dispute through such negotiations within 60 days of the notice of dispute in writing, the parties shall select a mutually agreed upon mediator. The costs and fees of the mediator shall be borne equally by the parties, and such mediation shall take place within 60 days after the expiration of the initial 60 days of negotiations ends. In the event after the dispute is unresolved at the conclusion of such mediation, or that mediation is not held by the expiration of 60 days, either party may elect to file suit or seek other relief from a court of competent jurisdiction.

14. Waiver of Binding Arbitration: The City and the County Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.
15. Jurisdiction and Venue: The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement; and any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any of its provisions shall be brought in the Superior Court of Columbia County, Washington.
16. No Third-Party Beneficiary: The Parties agree that this Agreement shall not confer any third-party beneficiary status on any non-party, including but not limited to the citizens of either the County or City.
17. Entire Agreement, Waiver of Default: The Parties agree that this Agreement is the complete expression of its subject matter and terms, and any oral representations or understandings not incorporated in this Agreement are excluded. Parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the non-breaching party, which shall be attached to this original Agreement.

18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
19. Captions: The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
20. Disposition of Prior Agreements: Any current or prior interlocal agreement between the Parties pertaining to the services set forth herein, and any addendums or modifications thereto, shall be terminated effective on the commencement date of this agreement.
21. Attachments: The following Exhibits and attachments are incorporate herein by reference as if fully set forth within the body of this Agreement:
- a. Exhibit A: Dispatch Services
 - b. Exhibit B: Law Enforcement Services
 - c. Exhibit C: Prosecution Services
 - d. Exhibit D: Municipal Court Services
22. Notices: Any notices required to be given by the parties shall be in writing and delivered to the parties at the following addresses:

**Columbia County
Commissioners**
311 E. Main St.
Dayton, WA 99328

Columbia County Sheriff
341 E. Main St. Suite 1
Dayton, WA 99328

**Columbia County District
Court**
341 E. Main St. Suite 4
Dayton, WA 99328

**Columbia County
Prosecuting Attorney**
215 E. Clay St.
Dayton, WA 99328

City of Dayton
111 S. 1st St.
Dayton, WA 99328

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each Party's governing body.

COLUMBIA COUNTY

DATE: _____


Charles L. Amerein, ~~Chair~~
Board of County Commissioners


Marty Hall, Commissioner


Ryan R. Rundell, Commissioner, ~~Chair~~

Joe Helm, Sheriff

C. Dale Slack, Prosecuting Attorney


G. Scott Marinella, District Court Judge

APPROVED AS TO FORM:

C. Dale Slack, Prosecuting Attorney

CITY OF DAYTON

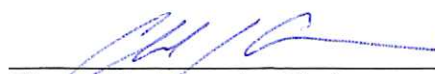
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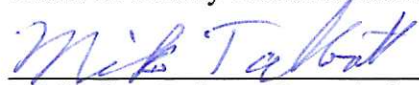

Zac Weatherford, Mayor

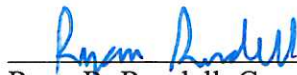

Trina Cole, City Administrator

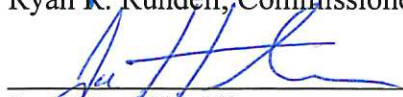

Quinn Plant, City Attorney


COLUMBIA COUNTY

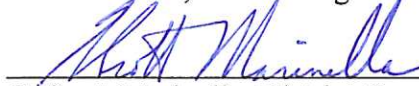

Charles L. Amerein, Chair
Board of County Commissioners


Michael A. Talbott, Commissioner


Ryan R. Rundell, Commissioner


Joe Helm, Sheriff


C. Dale Slack, Prosecuting Attorney


G. Scott Marinella, District Court Judge


APPROVED AS TO FORM:


C. Dale Slack, Prosecuting Attorney

CITY OF DAYTON


Zack Weatherford, Mayor


Trina Cole, City Clerk


Quinn Plant, City Attorney