

RESOLUTION NO. 1477

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF DAYTON FOR
TEMPORARY PLANNING DEPARTMENT SERVICES**

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Columbia County and the City of Dayton have negotiated an agreement pursuant to which Columbia County will provide planning department services to the City of Dayton for a period of six (6) months, unless terminated earlier, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds and determines that entering into said agreement is in the best interest of the residents of the City of Dayton and will promote the general health, safety and welfare;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, HEREBY RESOLVES** as follows:

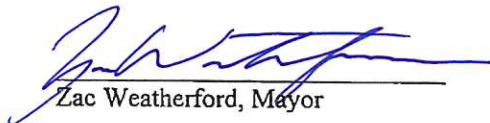
Section 1. Agreement. The Mayor is authorized to execute on behalf of the City of Dayton the Interlocal Agreement between Columbia County and the City of Dayton for Temporary Planning Department Services in the form attached hereto as Exhibit "A".

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

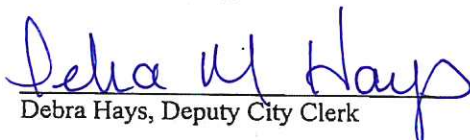
Section 3. Effective Date. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 19th day of July, 2021.

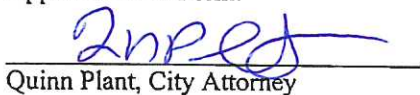
CITY OF DAYTON


Zac Weatherford, Mayor

Attest/Authenticate:


Debra Hays, Deputy City Clerk

Approved as to Form:


Quinn Plant, City Attorney

Interlocal Agreement
Between the City of Dayton, Washington and Columbia County Washington for
Temporary Planning Department Services

This Interlocal Agreement is made and entered into this 19th day of July, 2021, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

WHEREAS, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the City is temporarily in need of planning services; and

WHEREAS, the County has planning staff in its Planning and Building Department who have the ability and capacity to temporarily assist the City with its planning services needs.

NOW, THEREFORE, the parties hereto recite, covenant, and agree as follows:

1. Services to be Provided: Subject to the terms and conditions set forth below, the County agrees to provide the City with current planning related services, to include: building permit plan review; property inquiries; land use projects; shorelines and critical areas review; certificates of appropriateness; and similar planning-related services. Large or involved projects that the County determines are likely to tax existing resources will be referred back to the City to procure alternate planning services. The County will provide planning services on an as-needed basis upon the reasonable request of the City, subject to County personnel availability. The City agrees to cooperate and assist the County to the extent necessary to provide these planning services. A member of the County Planning Department staff will attend City meetings only when required to carry out the work to be performed. All work performed for the County will take precedence over City work.

2. Conflict of Interest: The County reserves the right to decline to provide planning services to the City that may present a conflict of interest with the interests of the County. The County will not be responsible for the costs or provision of alternative planning services. In the event such a conflict exists, the County shall not use any information obtained from the City through the course of the County's performance of

this agreement to the detriment of the City and the City shall not use any information obtained from the County through the course of the County's performance of this agreement to the detriment of the County. The County will notify the City of any potential or actual conflict of interest within one (1) business day of the County determining that the conflict exists or may exist. Nothing in this paragraph shall affect the County's obligations pursuant to the Public Records Act. Should a request be made to the County for records that pertain to a City planning matter, the County will provide at least 10 days' notice prior to any release of documents. Nothing in this paragraph shall prevent either party from utilizing to the extent permitted by law, any and all information in any dispute, claim, action or other adverse proceeding between the parties.

3. Legal Representation: The County will not provide legal advice and/or representation on services provided pursuant to this Agreement. The City shall provide the necessary legal advice and representation to the Planning and Building department in performing the services pursuant to this Agreement. In any and all reviews, appeals, and/or challenges to a planning decision made by the County on behalf of the City pursuant to this agreement, and subject to paragraph 12 herein, the City shall defend and indemnify the County, its employees and representatives. Such defense is not limited to any administrative challenge and/or the Land Use Act remedies, but shall cover all challenges, request for reviews, declaratory judgments, and/or writs, or other legal action.

4. Term: The term of this agreement shall be for a period of six (6) months from the date upon which it is fully executed, unless terminated earlier pursuant to section 6.

5. Compensation: The City shall pay a rate of \$61.00 (sixty-one dollars) per hour for services performed under this contract by County employees, inclusive of costs of normal supplies, postage, use of equipment, etc. necessary to perform the services herein. The County will bill in increments of 1/10s (tenths) of an hour, with a minimum charge of .5 hours.

The County will invoice the City once per month, and payment is due within 30 (thirty) days of the City's receipt of the invoice.

In the event that extraordinary costs of expert or professional services or supplies are necessary for the performance of this contract, the County shall first consult the City on the costs and need, and the City will pay actual costs of the extraordinary cost. If the City does not agree to the extraordinary costs, the County may refuse to begin or continue the project with which the extraordinary costs are associated. The City shall be responsible for all planning-related public notice advertising costs and will bill applicants for such costs if applicable.

The City shall retain all planning-related fees. The County will collect applicable fees in accordance with the existing City fee schedule, and remit same to the City within 7 days of collection.

6. Termination: Either party may terminate this agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the day of termination.

7. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may terminate this contract immediately upon written notice to the other party. Upon such event, the City is only obligated to pay for services provided up to the day of termination.

8. Funding: Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract for any future fiscal period, the County will not be obligated to perform and/or make payment for amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies

9. Compliance with Laws: The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

10. Independent Contractor: It is understood that the County shall be an independent contractor of the City. This agreement shall not give rise to an employment relationship between the City and any employee or agent of the County who may perform this agreement on behalf of the County.

11. Modification: This agreement may only be modified by writing that has been signed by the parties hereto.

12. Indemnification/Hold Harmless: Each party to this agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance of the City under which the County has provided services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives from any liability accruing as a result of said law, rule, code or ordinance being found invalid. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other party.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

13. Applicable Law and Venue: This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue for any dispute or lawsuit between the parties regarding this agreement shall be in the Superior Court of Walla Walla County, Washington.

14. Non-Discrimination: In the performance of their obligations under this agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

15. Severability: If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the agreement, which shall remain fully in effect and enforceable.

16. Waiver: Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

17. Filing/Posting: Prior to its entry into force, this agreement shall be filed with the Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

18. Entire Agreement: This agreement constitutes the entire agreement of the parties.

Signature page follows.

City of Dayton, Washington


Zac Weatherford, Mayor

07/15/2021
Date

Columbia County, Washington


Ryan Rundell, Commissioner/Chair

07/19/2021
Date


Marty Hall, Commissioner

07-19-21
Date


Charles Amerein, Commissioner

7/19/21
Date