

**RESOLUTION NO. 1320**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF DAYTON, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN AN INTERLOCAL  
AGREEMENT FOR TEMPORARY PLANNING  
DEPARTMENT SERVICES WITH COLUMBIA  
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 need; and

**WHEREAS**, the Columbia County Planning Department is willing to assist the City with their temporary planning needs.

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

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement temporary planning department services with Columbia County in the form attached hereto as Exhibit "A."



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

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

Dated and signed this 30<sup>TH</sup> day of August, 2017.

**CITY OF DAYTON**



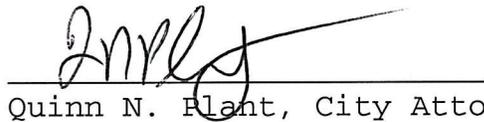
\_\_\_\_\_  
Craig George, Mayor

Attest: .



\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

Approved as to Form:



\_\_\_\_\_  
Quinn N. 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 11<sup>th</sup> day of October, 2017, 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 and long range planning related services. The County will provide planning services on an as-needed basis upon the reasonable request of the City. The City agrees to cooperate and assist the County to the extent necessary to provide these planning services. A member of the County's Planning Department staff will attend City meetings as reasonably necessary to meet the planning needs of the City.

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 County. 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 day's notice prior to any release of documents. Nothing in this paragraph shall prevent either parties 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 City acknowledges that it is not represented by the County or the County's legal department. The City has its own legal counsel. If in the performance of any planning services on behalf of the City pursuant to this agreement the County's Planning and Building Department requires legal advice or assistance, the City shall provide such advice or assistance through

its legal counsel. In any challenge to decision of the City on a Type II, Type III, Type IV, Type IVA or Type V land use application or any constitutional challenge (except as to “as applied” constitutional challenge) to the City code or any part thereof, the City shall defend the County and its employees to the extent the County and/or its employees were not negligent, as provided in section 12 of this agreement.

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 on a monthly basis, beginning no later than 30 days after the execution of this Agreement, the County Four Thousand Dollars (\$4,000) per month in exchange for the services rendered by the County pursuant to this agreement. The parties recognize that the County has been rendering planning services since August 1, 2017 and the City has not paid the County for these services. The City shall pay to the County an additional Two Thousand Dollars (\$2,000) each month in the months of October and November, 2017, to compensate the County for planning services rendered for the months of August, 2017 and September 2017.

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 on a pro rata basis.

7. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may give the breaching party at least 30 days' prior written notice, provided that such notice will not result in termination if the breaching party cures that breach before the 30 day period elapses. In the case of termination pursuant to this section, the City is only obligated to pay for services provided by the County on a pro rata basis 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 by either party for any future fiscal period, the party 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 either party 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 under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. 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 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.

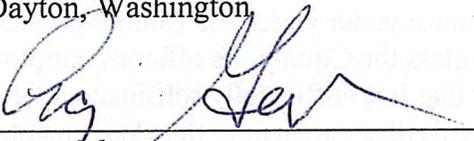
15. Severability: If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the agreement, which shall remain fully in effect and enforceable.

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.

City of Dayton, Washington

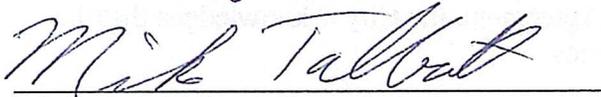
  
\_\_\_\_\_  
Craig George, Mayor

10/11/17  
Date

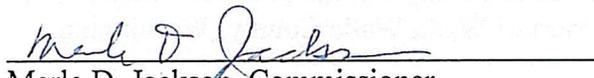
Columbia County, Washington

  
\_\_\_\_\_  
Norm J. Passmore, Commissioner

10/11/17  
Date

  
\_\_\_\_\_  
Michael A. Talbott, Commissioner

10/11/17  
Date

  
\_\_\_\_\_  
Merle D. Jackson, Commissioner

10/11/17  
Date

Approved as to form:



Prosecutor, Columbia County