

RESOLUTION NO. 1336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR 2020 CITY OF DAYTON COMPREHENSIVE PLAN UPDATE PLANNING 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 based on 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 has contracted with the County to provide Planning Services per City of Dayton Resolution No. 1331; and,

WHEREAS, the City is planning under the Growth Management Act under RCW 36.70A; and,

WHEREAS, the City must update their Comprehensive Plan through the Department of Commerce periodically; and,

WHEREAS, the City has accepted an extension for the mandated Comprehensive Plan Update for 2020; and,

WHEREAS, the City has contracted with the Department of Commerce for grant funding; and,

WHEREAS, Columbia County Planning Department has offered to provide planning services to prepare the 2020 City of Dayton Comprehensive Plan Update.

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 for 2020 City of Dayton Comprehensive Plan Update Planning 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 14TH day of MARCH, 2018.

CITY OF DAYTON



Craig George, Mayor

Attest:



Trina Cole, City Clerk-Treasurer

EXHIBIT "A"
RES. NO. 1336
3/14/18

Interlocal Agreement

**Between the City of Dayton, Washington and Columbia
County Washington for Planning Services for the 2020 City
of Dayton Comprehensive Plan Update as Required by the
Growth Management Act**

This interlocal agreement is made and entered into on this 14th day of MARCH, 2018, 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 has contracted with the County to provide Planning Services per City of Dayton Resolution 1331; and,

WHEREAS, the City is planning under the Growth Management Act under RCW 36.70A; and,

WHEREAS, the City must update their Comprehensive Plan through the Department of Commerce periodically; and,

WHEREAS, the City has accepted an extension for the mandated Comprehensive Plan Update for 2020; and,

WHEREAS, the City has contracted with the Department of Commerce for grant funding; and,

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 the mandated 2020 Comprehensive Plan Update. The County will staff the process and follow applicable RCW's for said update, meeting necessary scheduling timeframes and processes. The County may hire a consultant if deemed necessary. The County will act as Lead Agency for the update and will use the City Planning Commission for the entire update. County staff will present updates monthly to City Council unless there is no City Council meeting available in any given month.
2. **Term:** The term of this agreement shall begin on the dates of the signature as followed, and continue to the end of the Comprehensive Plan Update, no later than 12/31/2019.

3. Compensation: The County shall bill monthly the hours and resources spent on the City Comprehensive Plan per the Department of Commerce contract. Payment processing shall be guided by the City submitting billing to the Department of Commerce and directing payment directly to the County. The maximum billed/paid shall not exceed \$5,000.00.
4. Termination: Either party may terminate this agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to submit for and reimburse the County for services rendered pursuant to this agreement.
5. 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.
6. 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.
7. Compliance with Laws: The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
8. 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.
9. Modification: This agreement may only be modified by writing that has been agreed to and signed by the parties hereto.
10. 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. 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.

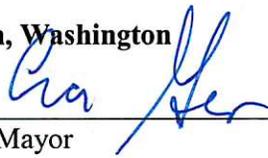
In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

City of Dayton, Washington

Craig George, Mayor

Date



3-14-18

Attest:

Trina Cole, City Clerk-Treasurer

Date

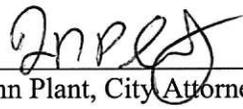


3/14/18

Approved as to form:

Quinn Plant, City Attorney

Date

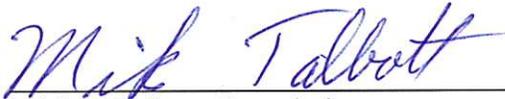


3/19/2018

Columbia County, Washington

Michael Talbott, Commissioner

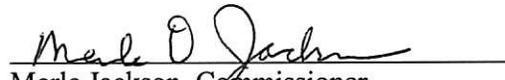
Date



3/5/18

Merle Jackson, Commissioner

Date



3/5/18

Norm Passmore, Commissioner

Date

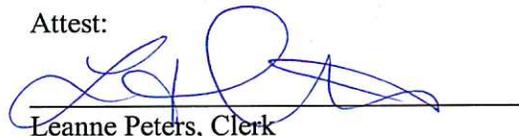


3/5/18

Attest:

Leanne Peters, Clerk

Date

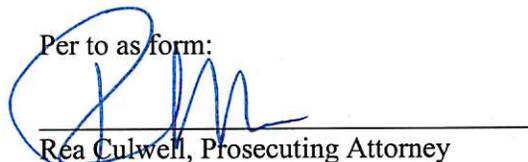


3/5/18

Per to as form:

Rea Culwell, Prosecuting Attorney

Date



2/27/2018

