

RESOLUTION NO. 1380

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON,  
AUTHORIZING THE MAYOR TO TERMINATE THE INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF DAYTON AND COLUMBIA  
COUNTY FOR CODE COMPLIANCE SERVICES**

**WHEREAS**, the City of Dayton and Columbia County entered into an interlocal agreement in January 2018 pursuant to which the City of Dayton is presently obtaining code compliance services from Columbia County; and

**WHEREAS**, the City Council Planning Committee met on May 30, 2019 to discuss code compliance services and recommends termination of the interlocal agreement with Columbia County for said services; and

**WHEREAS**, the City Council finds and determines that it is in the best interest of the residents of the City of Dayton, and will promote the general health, safety and welfare, that the City discontinue contracting out code compliance services and that code compliance services be brought in-house.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON**, as follows:

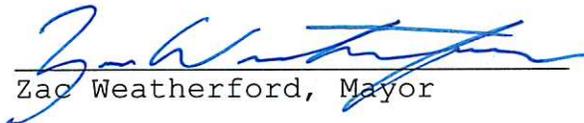
**Section 1. Agreement.** As provided in Section 6 of the Interlocal Agreement between the City of Dayton and Columbia County for code compliance services dated September 12, 2018, and as attached hereto as Exhibit "A", shall be hereby terminated.

**Section 2. Implementation.** The Mayor or designee is authorized to provide notice of termination of the Interlocal Agreement to Columbia County per Section 6 of Exhibit "A" of this Resolution.

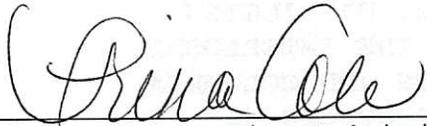
**Section 3. Effective Date.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 12<sup>th</sup> day of JUNE, 2019.

CITY OF DAYTON

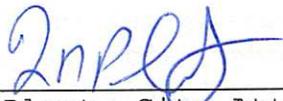
  
Zac Weatherford, Mayor

Attest/Authenticate:



Trina Cole, City Administrator

Approved as to form:



Quinn Plant, City Attorney

EXHIBIT "A"  
RES. No. 1380  
6/12/2019

**COPY**

**Interlocal Agreement**

**Between the City of Dayton, Washington and Columbia County  
Washington for Code Compliance Services**

This Interlocal Agreement is made and entered into this 10<sup>th</sup> day of January, 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 requested assistance with regards to code enforcement actions and inspections as prescribed in Title 21 DMC; and

WHEREAS, the City has agreed to reimburse the County for costs related to staff time, travel expenses, and administrative costs associated with this agreement as described in paragraph 1.a below; and,

WHEREAS, the County has a full-time code enforcement officer; and,

WHEREAS, the City has several code compliance/enforcement issues; and

WHEREAS, the provision of this service will provide a financial relief to both the City and the County while maintaining a full-time county-wide code enforcement officer.

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

1. The City agrees and covenants, in accordance with the Washington State Code and applicable regulations, to do as follows:
  - a. Reimbursement to the County an amount of \$3,225 per month. Installments shall be made not later than the 15th of each month and shall be made payable to the Columbia County Treasurer. This sum is subject to annual review, and may be adjusted for differences in annual costs. The City and County mutually agree that the annual costs calculation shall not include salary/wage structure as the County's code enforcement officer salary/wage structure is greater than the City's. The City and County mutually agree that annual cost calculations shall include employee benefits. On or before August 1 of each year, the parties shall, in writing, state their respective wishes concerning continued contracting reimbursement amount. If a mutual agreement cannot be reached on or before September 30 each year, this contract shall terminate December 31.
  - b. Upon execution of this agreement, transfer to the County personal property currently used by the City's code enforcement officer for code enforcement purposes, to include a computer and other miscellaneous personal property, provided that said personal property must be used by the County for the provision of code compliance/enforcement services

COPY

contemplated in this Agreement.

- c. The City notes that at times, there may be a “conflict of interest” for the assigned code enforcement officer. In these instances, the City shall process the violation in-house.
  - d. Actual costs of any City judicial abatement shall be the responsibility of the City. In the event a lien is placed on a property in order to facilitate clean-up operations the City shall be responsible for securing the lien in the name of the City, and shall receive any and all funds upon sale of said property or any other agreement.
  - e. The City shall collect and retain all fees for criminal or civil violations regarding code enforcement in the county.
2. Columbia County agrees and covenants to do as follows:
- a. Provide all code enforcement/compliance services, including taking complaints, responding to potential violations, processing forms, agreements, notices, testifying at hearings, trials, interviews and or depositions associated with code enforcement/compliance, and all other paperwork concerning each violation.
  - b. Upon unsuccessful resolution of a suspected code violations through agreement and/or civil action, forward the matter to the City, along with:
    - 1) A clean and concise statement of the violation including specific code section(s);
    - 2) Copies of all notices and/or demands and any written responses there to;
    - 3) Timeline of code enforcement activity;
    - 4) Full report including supporting evidence, i.e. dated photographs, such that alleged code violation may be charged and prosecuted.
  - c. Provide updates on all on-going violations to the Mayor and City Council of the City of Dayton.
  - d. Retain all records a required by the State of Washington.
  - e. Inform the City when violations have been corrected, and legal action is no longer required.

It is expected that the Columbia County Code Enforcement Officer shall work under the supervision of the Columbia County Planning Director. It is important to recognize and understand that the two jurisdictions could operate under differing styles and philosophies.

3. Hold Harmless and Indemnification:
- a. The City shall hold harmless, indemnify and defend the County, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable attorneys’ fees in defense thereof, for injury, sickness, disability, or death to persons or

damage to property or business, caused by or arising out of the City's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the City's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.

- b. The County shall hold harmless, indemnify and defend the City, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the County's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the County's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.
- c. Should both parties be found at fault or liable under a and b herein, each shall be responsible for their pro rata share or fault or liability.
- d. In any and all claims against a Party, its officers, officials, employees, and agents by any employee of the Party, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation, acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Parties expressly waives any immunity the Parties might have had under such laws. By executing this interlocal agreement, the Parties acknowledge that the foregoing waiver has been mutually negotiated by the Parties and that the provisions of the section shall be incorporated, as relevant, into any contract the parties make with any Contractor or agent performing work hereunder.
- e. The rights, duties and obligations set forth in this Section 3 survive termination or expiration of this agreement.

4. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understanding with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

5. Independent Status of Parties: The Parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that his Agreement is subject to RCW 4.24.155, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the County, its officers, officials, employees, and volunteers, the City's liability

hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Notice: Either party may withdraw from this Agreement with thirty (30) days' notice. Notice shall be provided to the Mayor of the City of Dayton, the Board of County Commissioners, and the Columbia County Department of Planning & Building. The City shall pay for work actually performed up to the date of withdrawal.

7. 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 City ordinance. No penalty or expense shall accrue to either party in the event this provision applies

8. Assignment: No party to this agreement may assign its rights or obligations arising from this agreement, in whole or in part, without prior written consent of the other party

9. Compliance with Laws: The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, constitutional limitations on entry onto, or search of, private property.

10. 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.

11. 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.

12. 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.

13. Remedies Cumulative: Rights under this contract are cumulative and nonexclusive of any other remedy at law or in equity.

14. Choice of Law, Jurisdiction, and Venue: This Agreement has been and shall be construed as having been made within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington in its interpretation and performance. Any action at law, suit in equity, judicial proceeding arising out of this Agreement shall be instituted and maintained only in the court of competent jurisdiction in Walla Walla County, Washington.

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.

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

City of Dayton, Washington

/s/

01/10/2018

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

\_\_\_\_\_  
Date

Attested by:

/s/

01/10/2018

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
Date

Columbia County, Washington

\_\_\_\_\_  
Michael Talbott, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Merle Jackson, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norman Passmore, Commissioner

\_\_\_\_\_  
Date

Approved as to form:

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Rea Cullwell, Prosecuting Attorney

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Date