

RESOLUTION NO. 1379

**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 PLANNING DEPARTMENT SERVICES**

WHEREAS, the City of Dayton has since August 2017 obtained planning department services from Columbia County; and

WHEREAS, the City of Dayton and Columbia County entered into an interlocal agreement in September 2018 pursuant to which the City of Dayton is presently obtaining planning department services from Columbia County; and

WHEREAS, the existing interlocal agreement runs until July 2021 unless terminated earlier by either party; and

WHEREAS, the City Council Planning Committee met on May 30, 2019 to discuss planning department services and recommends termination of the interlocal agreement with Columbia County; 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 planning department services and that planning department services be brought in-house.

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


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

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

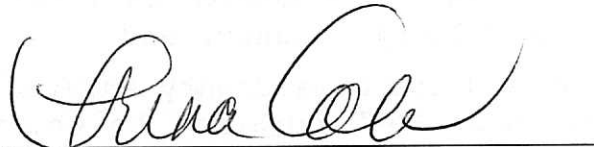
Section 3. Effective Date. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 12th day of JUNE, 2019.

CITY OF DAYTON


Zac Weatherford, Mayor

Attest/Authenticate:


Trina Cole, City Administrator

Approved as to form:

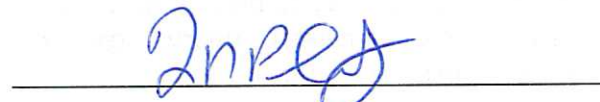

Quinn Plant, City Attorney

EXHIBIT 'A'
RES. NO. 1379
6/12/2019

Interlocal Agreement

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

This Interlocal Agreement is made and entered into this 12TH day of SEPTEMBER, 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 and authorized to enter into interlocal agreements pursuant to Ch. 39.34 RCW; and

WHEREAS, the County Planning and Building Department has since August 2017 provided temporary planning services to the City pursuant to an interlocal agreement between the City and the County that will expire on July 31, 2018;

WHEREAS, the City and County desire to renew the contractual agreement between the parties whereby the County Planning and Building Department provides planning services to the City;

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 will 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 will 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 days' notice prior to any release of records. 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 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

Dayton Planning Services Interlocal

08-08-2018

Dayton Resolution No. 1348

Page 1 of 4

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 an "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: This Agreement shall commence on August 1, 2018, and run for a term of three (3) years. Unless terminated earlier pursuant to sections 5, 6 or 7 herein, this Agreement shall terminate on July 31, 2021.

5. Compensation: The City shall pay on a monthly basis to the County Four Thousand Dollars (\$4,000) per month in exchange for the services described in section 1 of this Agreement. Installments shall be made not later than the 15th of each month and shall be made payable to the Columbia County Treasurer. 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 Agreement shall terminate December 31.

6. Termination: Either Party may terminate this Agreement with sixty (60) 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 60 days' prior written notice, provided that such notice will not result in termination if the breaching party cures that breach before the 60-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 Agreement 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 Columbia 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.

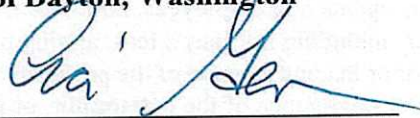
15. Severability: If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the Agreement, which shall remain fully in effect and enforceable.

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.

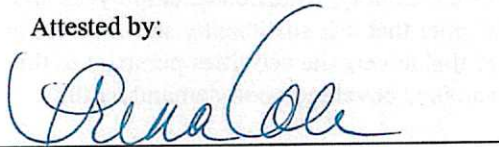
City of Dayton, Washington



Craig George, Mayor

9/12/2018
Date

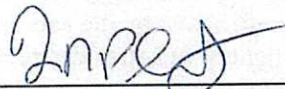
Attested by:



Trina Cole, City Clerk-Treasurer

9/12/2018
Date

Approved as to form:



Quinn Plant, City Attorney

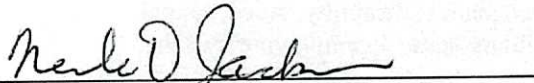
Date

Columbia County, Washington



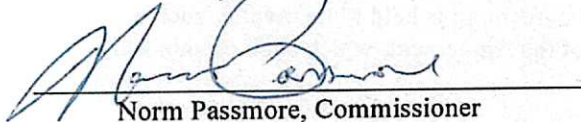
Michael Talbott, Commissioner

Date



Merle Jackson, Commissioner

Date



Norm Passmore, Commissioner

8/20/18
Date

Approved as to form:



Rea Cullwell, Prosecuting Attorney

8/9/18
Date