

INTERLOCAL AGREEMENT

COLUMBIA COUNTY and CITY OF DAYTON Planning Services Agreement

THIS AGREEMENT is made and entered into by and between, Columbia County, hereinafter referred to as "the County," and the City of Dayton, a Municipal Corporation of the State of Washington, hereinafter referred to as "the City."

For and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **APPLICABLE LAWS:** City has enacted the following statutes regarding land use: Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Critical Areas Ordinance, Flood Management Ordinance and Shoreline Master Plan.

2. **DEFINITIONS:**

A. "current planning services/regular planning services" are listed in Attachment "A" fully incorporated herein.

B. "future planning services/extraordinary planning services" shall mean planning services for advanced or future planning, including but not limited to studies regarding: special land use, economic, demographic, social, housing and transportation; reviews of existing planning and development regulation documents such as the comprehensive plan, zoning ordinance and subdivision ordinance for compliance with state regulations, internal and external consistency. Other future planning services as agreed to by the parties.

3. **GENERAL PARTY OBLIGATIONS:**

A. **County hereby agrees to:**

1). Subject to the terms and conditions set forth below, to provide regular planning services for the City pursuant to governing Federal, State and Local laws, codes, rules and regulations. **COUNTY WILL NOT PROVIDE PLANNING SERVICES PURSUANT TO CITY POLICY, REGULATION, LAW OR CODE DEEMED, IN THE COUNTY'S SOLE DISCRETION AS INVALID, VOID, VOIDABLE, ILLEGAL, OR UNCONSTITUTIONAL.**

2). Provide regular planning services in a professional, courteous, effective and efficient manner in compliance with the Code of Ethics established by the American Planning Association and the American Institute of Certified Planners.

3). Forward to the City all communications received regarding any land-use violations.

4). Attend (at least one County Planning Department representative) City Council, Planning Commission, staff meetings and other Commission meetings as reasonably necessary, to comply with this Agreement and provide regular information and expertise on planning and land use issues including potential changes to zoning and development codes and the comprehensive plan per 36.70A RCW, as amended, and changes and potential changes in state regulations and any affect thereof on the City.

5). Advise the City on any need or desire to amend or add documentation or city codes, regulations or policies to facilitate the effective compliance with this Agreement.

B. The City hereby agrees to:

1). Pay the County for regular planning services pursuant to the fee schedule herein below.

2). Provide direction to the County through the City Mayor or the Mayor's appointee upon request by the County.

3). Maintain a planning fee schedule equal to or greater than that adopted by Columbia County.

4). Work to meet needed amendment or additions to documentation or city codes, regulations or policies to facilitate the effective compliance with this Agreement.

4. EXTRAORDINARY PLANNING SERVICES/FUTURE PLANNING SERVICES:

The County shall provide extraordinary/future planning services on an individual project basis as agreed to by the parties.

5. RECORDS and FILES: The County will temporarily maintain all application records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept on file and recorded with the City Clerk and/or County Recorder. At the completion of any land use approval/review action covered by this Agreement, said files shall be transferred to the City. At termination or expiration of this Agreement, all remaining files shall be transferred to the City.

The City shall provide clerical support and prepare official minutes at all public meetings attended by the County pursuant to this Agreement.

6. **INITIATION AND AMENDMENT:** This Agreement shall be effective **January 1, 2010**. This agreement shall continue in force and effect for one year from the date signed. It shall terminate after one year; provided however, that the parties may continue and extend this Agreement for an additional one-year term. Continuation and extension of the term of this Agreement may be effected by each party adopting a resolution to continue this Agreement for an additional one-year term. Such resolution, to be effective, shall be adopted during the last two calendar months of the then current term of this Agreement. This Agreement may be continued and extended for successive one-year terms: provided that, in any event, this Agreement shall not be extended after its expiration on December 31, 2015 without City Council and Columbia County Commissioners' respective approval.

7. **FEES and COMPENSATION:**

A. **Current/regular planning services:** The County shall collect all the planning application fees and other fees paid due and collectible pursuant to the latest adopted City Planning Fee Schedule. The County shall retain one hundred percent of said fees.

B. **Administrative/Customer services:** For clerical support, file maintenance, maps and documents, general planning interface with the public including responding to zoning, subdivision and other planning questions, overhead costs related to building and office maintenance, communication and supplies, and general overhead not covered by individual application fees, the City shall pay an annual fee to the County of \$8,000, in quarterly payments. *The Mayor may authorize this fee to be increased by a maximum of 10% over the previous calendar year without the consent of the City Council.*

C. Extraordinary/Future planning services: Compensation for future/extraordinary planning services shall be on an individual project basis as negotiated between the City and the County.

D. Direct Costs: The City shall reimbursement the County for all direct extraordinary costs incurred in the performance of this Agreement, including but not limited to travel and meeting expenses, outside professional service expenses and preparation of presentation material expenses. The County shall invoice and provide documentation of said expense(s) to the City. The City shall pay the County within forty-five (45) days of receipt of invoice.

8. Termination.

A. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing at least sixty (60) days advance notice of termination in writing to the other party.

B. Termination for Cause: In the event either party fails to adequately and satisfactorily comply with any term or requirement of this Agreement, the non-breaching party, at its option, may immediately terminate this Agreement. It is recognized that building inspection services have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this Agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this Agreement. Therefore, the right to terminate for cause and without advance notice is an important provision of this Agreement, related to public health, safety and welfare. Upon termination pursuant to this section, the City shall be

liable to the County for the pro rata cost of all services performed pursuant to this Agreement up to the date of termination.

9. EMPLOYMENT: The parties specifically agree that the County is an independent County and not an employee of the City. The County shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing performance under this Agreement, the County shall not be under the supervision or control of the City except as County planning staff is supervised under the terms of this Agreement. The County shall pay compensation, employee benefits, taxes, industrial insurance, social security, and unemployment insurance for its employees.

10. HOLD HARMLESS: The County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and 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 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 City, its officers, officials, employees or agents. The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expense, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damages to property or business, caused by or arising out of the City's acts, errors or omissions in the performance of this 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 and agents.

Indemnification, hold harmless and defense includes, but is not limited to, investigating, adjusting and defending all resulting claims, actions, suits, and judgments.

The City covenants and agrees to defend, indemnify and hold harmless the County, its officials, officers, employees and agents against any and all claims, actions, suits, liability, loss, expenses, damages and judgments, of any kind whatsoever, including reasonable costs and attorneys' fees in defense thereof, arising out of the validity (or invalidity) of the City's land use ordinances that were adopted prior to the effective date of this Agreement, including but not limited to constitutional challenges.

11. SUB-CONTRACTING: Neither party shall assign or sub-contract this Agreement or any portion of this Agreement without the prior written consent of the other party.

12. SCOPE: This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect, except in writing signed by both parties.

13. EXCLUSIVITY: The parties agree that this is not an exclusive service contract. The County may provide similar or compatible services to other entities; provided that the County must at all times fulfill obligations and duties and meet the standards established in this agreement.

14. **RECORDING:** The County will record this agreement with the Auditor of Columbia County as required by statute.

15. **SEVERABILITY:** The provisions of this cooperative management agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be valid, the decision shall not affect the validity of the remaining portions of this agreement.

16. **WAIVER:** It is hereby agreed that no waiver of any condition or term in this Agreement or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

17. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** Both parties will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.

18. **CUMULATIVE REMEDIES:** No provision of this Agreement precludes either party from pursuing any other remedies for the other party to perform its obligations under this Agreement.

19. **VENUE:** Should a dispute arise regarding or pursuant to this Agreement, venue for any legal action shall be in Columbia County and the laws of Washington State shall apply.

IN WITNESS WHEREOF, this Inter-local Agreement is adopted this 25TH day of JANUARY, 2010.

ATTACHMENT "A"

to

Inter-local agreement between City of Dayton and Columbia County for Planning related services.

Regular Planning Services

(All other planning matters shall be considered extraordinary and require separate City authorization per the terms of the Inter-local Agreement)

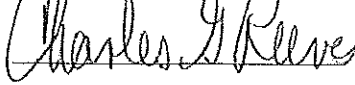
Current services shall be taken to mean providing all services, supplies, labor, material and supervision necessary to:

1. Receive and review building permit and other non-discretionary planning applications for compliance with City zoning and development codes.
2. Determine zoning compliance and issue certifications upon compliance.
3. Respond to City, City staff, other agency personnel and the public zoning, subdivision and other planning questions.
4. Receive and review discretionary permit applications and attached plans and supplementary materials for private development, subdivision, zoning applications including but not limited to Use Permits, Variances, Site Plans, Major Subdivisions, Short Plats, Planned Unit Developments, Binding Site Plans and other land use applications including Critical Areas Permits, Shorelines Permit to determine compliance with City Zoning and Subdivision codes, State Environmental Protection Act and state and local development regulations.
5. Complete review of applications, including environmental review, for compliance and applicability of federal, state and local regulations.
6. Prepare public notices and documents required for above applications including environmental (SEPA/NEPA) and distribute for comment as applicable per type of application. Project associated environmental documents and permits shall be prepared for review and signature of "City Environmental Official".

7. In cooperation with City Clerk, schedule applications for Planning Commission, Board of Adjustment and City Council agendas as necessary and prepare staff reports and present material at said meetings.
8. Provide for required post action notices to applicant, general public and DOE.
9. Deliver completed files to City for archiving.
10. Respond to general inquires from the public on City zoning, subdivision and development regulations.
11. Provide advice to the City on the need and/or opportunity to amend codes, standards, forms and processes as observed during course of fulfilling planning duties and on code interpretation in matters of code enforcement by City.

END

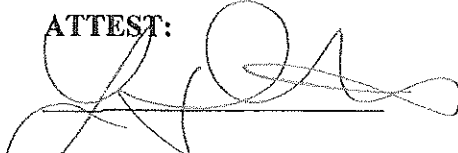
County of Columbia



Charles Reeves, Chairman,

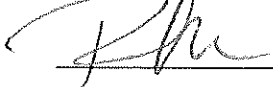
Board of County Commissioners

ATTEST:



Leanne Peters, Clerk of the Board

APPROVED AS TO FORM

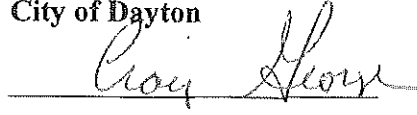


Rea Culwell, Prosecuting Attorney

Attachments:


Attachment "A", "Regular Planning Services"

City of Dayton



Craig George, Mayor

ATTEST:



Trina Cole, City Clerk

APPROVED AS TO FORM



Kim Boggs, City Attorney