

INTERGOVERNMENTAL AGREEMENT REGARDING
PREVENTION, REMOVAL, AND ABATEMENT OF
NUISANCES IN THE WALLA WALLA URBAN GROWTH AREA

I.

1.1 Walla Walla County was originally established by an Act of the Legislative Assembly of the Territory of Washington on April 25, 1854; and

1.2 Walla Walla County is a Washington County recognized by Article XI, Section 1 of the Washington State Constitution and organized under Title 36 of the Revised Code of Washington (RCW); and

1.3 Walla Walla County is authorized by RCW 36.32.120(10) to prevent, remove and abate nuisances at the expense of the parties creating, causing, or committing the nuisances and to levy special assessments on the land or premises on which the nuisances are situated to defray the cost or to reimburse the county for the cost of abating it; and

1.4 The City of Walla Walla was originally incorporated as a city in Walla Walla County by an Act of the Legislative Assembly of the Territory of Washington on January 11, 1862; and

1.5 The City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city organized under RCW Title 35A; and

1.6 The City of Walla Walla is authorized by RCW 35A.01.010, RCW 35A.11.020, RCW 35A.21.160, RCW 35.23.440(10) and RCW 35.22.280(10), (29) and (30) to prevent, remove, and abate nuisances at the expense of the parties creating, causing or committing or maintaining the same, and to levy a special assessment on the land or premises whereon the nuisance is situated to defray the cost or to reimburse the city for the cost of abating the same; and

1.7 Article 11, section 11, of the Washington State Constitution provides that the County and City of Walla Walla each "may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws;" and

1.8 The City of Walla Walla is located in Walla Walla County; and

1.9 The Walla Walla County Board of Commissioners passed County Resolution 90-449 on October 30, 1990 opting into planning activities under the Washington Growth Management Act, RCW Ch. 36.70A; and

1.10 The Walla Walla County Board of Commissioners passed County Resolution 94-067 on February 15, 1994 establishing an interim urban growth area for the City of Walla Walla; and

1.11 The Walla Walla County Board of Commissioners passed County Ordinance 237 on March 31, 1997 establishing a revised interim urban growth area for the City of Walla Walla; and

1.13 The City of Walla Walla adopted an Urban Area Comprehensive Plan & Environmental Impact Statement by Municipal Resolution 97-65 on October 8, 1997; and

1.14 The Walla Walla County Board of Commissioners passed Walla Walla County Ordinance 242 on April 27, 1998 approving the Walla Walla "Urban Area Comprehensive Plan & Environmental Impact Statement – 1996-2015" and confirming the urban growth area for the City of Walla Walla; and

1.15 The Walla Walla County Board of Commissioners passed County Ordinance number 252 on August 24, 1999 and County Ordinance number 253 on August 31, 1999 adopting portions of the "1999 Amendments – Urban Area Comprehensive Plan & Environmental Impact Statement – 1996-2015" and, in part, amended the urban growth area for the City of Walla Walla; and

1.16 The Walla Walla County Board of Commissioners passed County Ordinance 272 on May 6, 2002 adopting the "2001 Amendments – Urban Area Comprehensive Plan & Environmental Impact Statement – 1996-2015" which, in part, amended the urban growth area for the City of Walla Walla; and

1.17 The Walla Walla County Board of Commissioners passed County Ordinance 322 on October 31, 2005 which, in part, amended the urban growth area for the City of Walla Walla; and

1.18 The urban growth area for the City of Walla Walla consists of both the incorporated city limits for of the City of Walla Walla and portions of unincorporated Walla Walla County, and the County and City share common interest and concern for public health, safety and welfare in the entire urban growth area; and

1.19 The County and City of Walla Walla share common interest and concern about nuisances in the City of Walla Walla's urban growth area and recovery of public money spent preventing, removing, and abating nuisances; and

1.20 RCW Ch. 39.34 authorizes the County and City of Walla Walla to jointly exercise powers, privileges and authority, and to enter into agreements with one another for joint or cooperative action; and

1.21 The Walla Walla County Board of Commissioners passed County Resolution 10-253 on October 4, 2010 and the Walla Walla City Council passed City Resolution 2010-71 on September 28, 2010 approving and authorizing an intergovernmental agreement creating the Walla Walla Joint Community Development Agency, and the parties entered into such an intergovernmental agreement which, in part, combined County and City nuisance abatement, a/k/a code compliance, activities; and

1.22 The County and City of Walla Walla have determined that it is in the best interests of the taxpayers and citizens of the County and City to enter into an agreement for the joint exercises of powers, privileges and authority related to the prevention, removal, and abatement of nuisances in the Walla Walla urban growth area;

II.

2.1 Date. This agreement is made and shall be deemed to be dated on the date that it is executed by the last party to execute this agreement.

2.2 Duration of agreement. This agreement shall remain in effect until terminated by both or either of the parties herein. The parties may jointly terminate this agreement in writing at any time. Either party may unilaterally terminate this agreement at any time, with or without cause, by giving thirty (30) days advance written notice to the other party of its intention to terminate, and the agreement shall thereafter terminate on the thirty-first (31st) day following the giving of such notice of intention to terminate.

2.3 This agreement does not create any separate legal or administrative entity.

2.3.1 This joint and cooperative undertaking shall be jointly administered by the Walla Walla Prosecuting Attorney and the Walla Walla City Attorney who will be co-administrators and the joint board responsible for administering this joint and cooperative undertaking.

2.3.2 The co-administrators may acquire, hold, and dispose of real and personal property through any legal process. Any acquired property may be held in the name of either or both parties. Either party may dispose of property held in its name in its discretion. The parties may jointly dispose of property held in the name of both parties as the parties may agree. Upon termination of this agreement, any remaining property acquired by the parties during the course of this joint and cooperative undertaking shall be disposed of as the parties may mutually agree. If the parties cannot agree, property then held in the name of a party shall belong to that party and jointly held property shall be divided equally.

2.4 The purpose of this agreement is to prevent, remove, and abate nuisances in the

Walla Walla urban growth area and to recover costs expended by the public to prevent, remove, and abate nuisances.

2.5 This joint and cooperative undertaking shall be financed by advancement of money by either party to the benefit of both parties. The parties may each establish and maintain budgets for prevention, removal, and abatement of nuisances in their regular budgets and no separate budget shall be established or maintained for this joint and cooperative undertaking. Each party shall track and account for moneys advanced for this joint and cooperative undertaking and make such information available to the other upon request. All moneys appropriated or expended by either party to prevent, remove, or abate nuisances in the Walla Walla urban growth area shall be considered and deemed to be advanced to this joint and cooperative undertaking for the benefit of both parties. All moneys advanced by either party for purposes of this joint and cooperative undertaking shall be considered and deemed to be the money of both and may be wholly recovered from nuisance properties and nuisance property owners by both or either of the parties. Either or both parties may levy a special assessment, for the full amount of any moneys advanced or to be advanced by either party, on the land or premises whereon a nuisance or nuisances are situated to defray the cost or to reimburse for the cost of abating the nuisance(s). Any money recovered by either party shall be reimbursed to the party which advanced it.

2.6 Neither party may obligate the other party to expend or owe funds without the prior consent of the obligated party's legislative body.

2.7 The City of Walla Walla shall hold harmless, defend, and indemnify the County of Walla Walla against all claims, of any kind whatsoever, arising out of the prevention, removal, or abatement of nuisances located in the city limits of Walla Walla. The City of Walla Walla shall also hold harmless, defend, and indemnify the County of Walla Walla against all claims, of any kind whatsoever, arising out of the failure to prevent, remove, or abate nuisances located in the city limits of Walla Walla. Walla Walla County shall hold harmless, defend, and indemnify the City of Walla Walla against all claims, of any kind whatsoever, arising out of the prevention, removal or abatement of nuisances located in unincorporated areas of Walla Walla County. Walla Walla County shall also hold harmless, defend, and indemnify the City of Walla Walla against all claims, of any kind whatsoever, arising out of the failure to prevent, remove, or abate nuisances located in unincorporated areas of Walla Walla County.

2.7 Nothing herein relieves either party of obligations imposed on each by law.

DATED October 10, 2011

Perry A. Dozier
COUNTY COMMISSIONER



COUNTY COMMISSIONER


COUNTY COMMISSIONER

Attest:


CLERK FOR THE COUNTY COMMISSIONERS

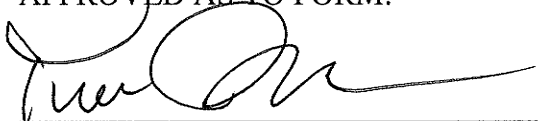
DATED October 11, 2011

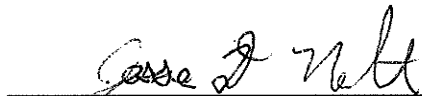

CITY MANAGER

Attest:


CITY CLERK

APPROVED AS TO FORM:


City Attorney


Prosecuting Attorney