

*City of College Place*

**Resolution No. 740**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE PLACE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF WALLA WALLA INVOLVING PURCHASING, SALES AND PROVIDING EQUIPMENT AND SERVICES TO AND FOR THE BENEFIT OF EACH ENTITY.**

WHEREAS, the City of College Place and County of Walla Walla believe that it would be in the best interest of the entities to extend to each other the benefits of such an agreement; and

WHEREAS, this type of agreement is provided for pursuant to RCW 39.34.080 and other provisions of law;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of College Place:

That the terms of that certain Interlocal Cooperation Agreement with the County of Walla Walla involving the provision of purchasing, sales and providing equipment and services is hereby accepted and approved on behalf of the City of College Place. The Mayor is hereby authorized, empowered and directed to execute said Interlocal Cooperation Agreement on behalf of the city. A duplicate of said agreement is attached to this resolution as part of the permanent record.

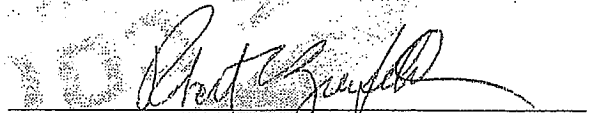
PASSED by the City Council of the City of College Place, Washington, this 13<sup>th</sup> day of June 2005.

APPROVED



Edward M. Ammon - Mayor

ATTEST:



Robert C. Zielfelder - City Clerk

**RECEIVED**

JUN 23 2005

WALLA WALLA COUNTY ENGINEERS  
WALLA WALLA, WASHINGTON

## Interlocal Cooperation Agreement

Pursuant to RCW 39.34.080 and other provisions of law, City of College Place and Walla Walla County hereby agree to cooperative governmental purchasing, sales, and provisions of equipment and services to each other on a reimbursable basis in accordance with the following terms and conditions.

### PURCHASING

- I. Each party, in contracting for the purchase of goods and services, agrees to extend said contracts to the other to the extent permitted by law and agreed upon by the parties.
- II. Each party accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of themselves.
- III. Purchases shall be effected by purchase order from the purchasing party directly to the vendor or party contracting to furnish goods or services. Payment shall not be passed from one agency through the other agency for forwarding to the vendor or furnisher of goods or services.
- IV. Neither party accepts responsibility for the performance of any purchasing contract they extend to the other.
- V. Neither party accepts responsibility to pay for goods or services purchased by the other.
- VI. Each party reserves the right to exclude the other from any particular purchasing contract with or without notice to the other.
- VII. Each party reserves the right to contract independently for the purchase of any goods or services with or without notice to the other.

### SALES

- I. Each party may sell equipment or materials to the other to the extent permitted by law and agreed upon by the parties.

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WALLA WALLA COUNTY ENGINEERS  
WALLA WALLA, WASHINGTON

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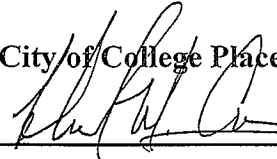
PROVIDING EQUIPMENT AND SERVICES

Each party agrees to furnish, upon it's sole discretion, equipment and services to the other in such amounts or for such amount of service as it deems appropriate.


- I. It is hereby understood that the party furnishing goods and services shall be reimbursed for labor, equipment, materials and other related expenses as applicable at its adopted usual and customary rates. The furnishing party shall submit an itemized invoice of costs to the receiving party. The furnishing party shall receive reimbursement within 90 days of the invoice submitted date.
  
- II. To the extent permitted by law, the party receiving the services or goods shall protect, hold harmless, and indemnify the party providing such, and it's officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action including the cost of defense and attorney fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of it's own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgements, if any, rendered. This obligation shall not include such claims, costs, damages, or other expenses which may be caused by the sole negligence of the providing agency's or their authorized agents or employees.

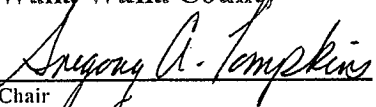
Any provisions, sales, or provision of equipment and services must be requested and approved in writing by the parties. Approval shall include costs, rate limits or such other information as to define the financial scope of the work.

This agreement shall continue in force until canceled by either party, which cancellation may be effected with written notice to the other party.

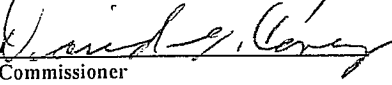
City of College Place  
  
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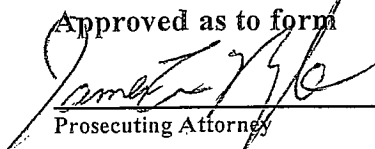
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Approved as to form  
  
\_\_\_\_\_  
City Attorney

Walla Walla County  
  
Chair

  
Commissioner

  
Commissioner

Approved as to form  
  
\_\_\_\_\_  
Prosecuting Attorney