

INTERLOCAL COOPERATION AGREEMENT

Pursuant to RCW 39.34.080 and other provisions of law, the City of Walla Walla 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

1. 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.
2. Each party accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of themselves.
3. 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.
4. Neither party accepts responsibility for the performance of any purchasing contract they extend to the other.
5. Neither party accepts responsibility to pay for goods or services purchased by the other.
6. Each party reserves the right to exclude the other from any particular purchasing contract with or without notice to the other.
7. Each party reserves the right to contract independently for the purchase of any goods or services with or without notice to the other.

Sales

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

Providing Equipment and Services

1. Each Party agrees to furnish upon its sole discretion, equipment and services to the other in such amounts or for such amount of services as it deems appropriate.
2. 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.
3. To the extent permitted by law, the party receiving the services or goods shall protect, hold harmless, and indemnify the party providing such, and its 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 its 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.

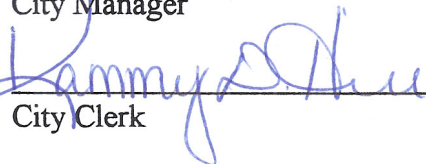
Any provisions, sales, or provision of equipment and services must be requested and approved in writing by the parties. Approval shall include costs, rate limits or such other information as to define the financial scope of the work.

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 Walla Walla



City Manager



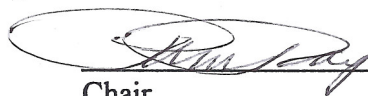
City Clerk

Approved as to form

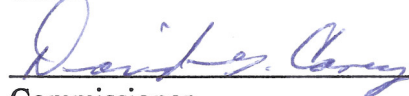


City Attorney

Walla Walla County



Chair

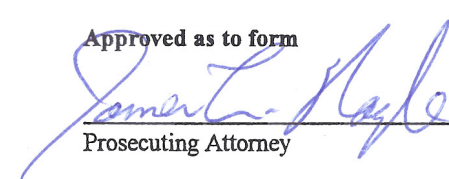


Commissioner



Commissioner

Approved as to form



Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL COOPERATION
AGREEMENT WITH THE CITY
OF WALLA WALLA

RESOLUTION NO.

02146


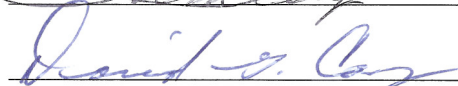
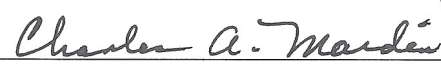
WHEREAS it is in the best interest of Walla Walla County to work cooperatively with other governmental agencies, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that is their intention and by this Resolution do hereby authorize the signing of an Interlocal Cooperation Agreement between Walla Walla County and the City of Walla Walla that authorizes and agrees on procedures to be followed for cooperative purchasing, sales, rentals and provision of services.

Done this 23rd day of April, 2002

Attest:

Connie R Vinti
Clerk of the Board

 Chairman
 Commissioner
 Commissioner

Constituting the Board of County Commissioners
of Walla Walla County, Washington

RESOLUTION NO. 2002-24

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK OF THE CITY OF WALLA WALLA TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH WALLA WALLA COUNTY REGARDING COOPERATIVE GOVERNMENTAL PURCHASING SALES, AND PROVISIONS OF EQUIPMENT AND SERVICES TO EACH OTHER ON A REIMBURSABLE BASIS AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental agreements; and

WHEREAS, the City of Walla Walla has been presented with an interlocal agreement to permit the parties to agree to cooperative governmental purchasing sales, and provisions of equipment and services to each other on a reimbursable basis in accordance with the terms and conditions of the agreement;

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given careful review and consideration to the matter, and finds that the common benefit of the citizens of Walla Walla and the best interests of the City of Walla Walla and good government of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla do resolve as follows:

Section 1: The terms of a certain "INTERLOCAL COOPERATION AGREEMENT" between the City of Walla Walla and Walla Walla County regarding cooperative governmental purchasing, sales, and provisions of equipment and services to each other on a reimbursable basis are hereby accepted and the City Manager of the City of Walla Walla is hereby authorized, empowered, and directed to execute said interlocal agreement on behalf of the City of Walla Walla.

Section 2: That the City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments to the interlocal agreement authorized by section 1 of this resolution on the following conditions: (a) the content of any amendment executed by the Walla Walla City Manager shall comply with the Washington Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, (b) no amendment executed by the Walla Walla City Manager shall relieve the City of Walla Walla from compliance with enactments of the Walla Walla City Council or any other obligation or responsibility imposed by law except that to the extent of actual and timely performance thereof by a joint

board or other legal or administrative entity created by an interlocal agreement, such performance may be offered in satisfaction of the obligation or responsibility, (c) any amendment executed by the City Manager shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following execution of the amendment, and (d) any amendment executed by the City Manager must provide that it may be revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council.

Section 3: The Walla Walla City Clerk is hereby authorized and directed to attest and file a copy of the interlocal agreement executed in accordance with section 1 of this resolution, and, unless revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council, any amendment to the interlocal agreement executed and reported in accordance with section 2 of this resolution as required by Section 39.34.040 of the Revised Code of Washington and prior to its entry in force.

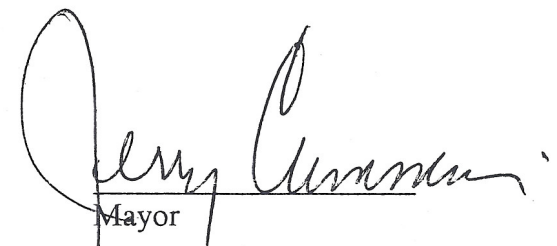
Section 4: If any portion of this resolution shall be determined to be invalid or ineffective by a court of competent jurisdiction, it shall be severable from the remainder, the validity and effectiveness of which shall be unaffected.

Section 5: This resolution shall become effective in the manner provided by law.

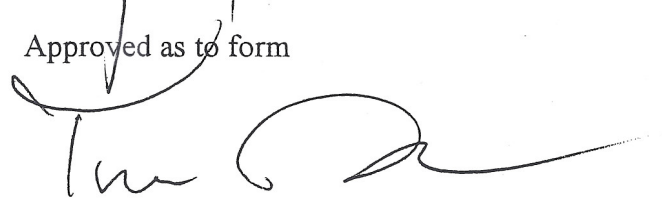
PASSED by the City Council of the City of Walla Walla, Washington, this 10th day of April, 2002.

Attest:


City Clerk


Mayor

Approved as to form


City Attorney