INTERGOVERNMENTAL AGREEMENT

I.

1.1 Walla Walla County (County) is a Washington county organized under Article XI of the Washington State Constitution and Title 36 of the Revised Code of Washington (RCW).

1.2 The City of Walla Walla (City) is a non-chartered code city organized under RCW Title 35A.

1.3 The County Board of Commissioners passed County Resolution number 90-449 on October 30, 1990 opting into planning activities under the Washington Growth Management Act, RCW Ch. 36.70A. RCW 36.70A.110 requires designation of urban growth areas within which urban growth shall be encouraged. RCW 36.70A.100 requires counties and cities to coordinate their comprehensive planning activities.

1.4 RCW 36.70B.220 requires counties and cities to designate permit assistance staff whose function is to assist permit applicants.

1.5 The County approved a memorandum of understanding for joint development of countywide planning policies by County Resolution 91-423 on November 18, 1991. The City approved the memorandum of understanding for joint development of countywide planning policies by City Resolution 5293 on November 13, 1991. The City ratified certain "Countywide Planning Policies" by City Resolution 93-71 on October 27, 1993. The County adopted the "Countywide Planning Policies" by County Resolution 93-498 on November 30, 1993. Section 4.0 of the "Countywide Planning Policies" provides for joint City-County planning within the urban growth area.

1.6 The County Board of Commissioners passed County Resolution number 94-067 on February 15, 1994 adopting an interim urban growth area for the City. The County Board of Commissioners passed County Ordinance number 237 on March 31, 1997 adopting a revised interim urban growth area for the City. The County Board of Commissioners passed County Ordinance number 242 on April 27, 1998 adopting portions of the "Urban Area Comprehensive Plan & Environmental Impact Statement – 1996-2015" which, in part, confirmed the urban growth area for the City. 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, amending the urban growth area for the City. The County Board of Commissioners passed County Ordinance number 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.

1.7 The County Board of Commissioners passed County Ordinance 322 on October 31, 2005 which, in part, amended the urban growth area for the City and the "Countywide Planning Policies."

1.8 The parties have attempted to jointly manage urban growth with separate staff. An urban growth management agreement was approved for that purpose by the County Commissioners by County Resolutions 99-039 on February 2, 1999 and 99-082 on March 8, 1999 and by the City Council by City Resolution 99-15 on February 24, 1999. Despite best efforts of the County and City to maintain separate permit and proposal processing functions, problems have continued to arise, confusion has resulted, and the public interest has suffered.

1.9 RCW 36.70.180 authorizes the County to engage a single director of planning jointly with the City and to authorize such director to carry out a joint planning program.

1.10 RCW 35A.63.030 authorizes the City to enter into a cooperative arrangement with the County for jointly engaging a planning director and such other employees as may be required to operate a joint planning staff.

1.11 RCW Ch. 39.34 authorizes the County and City to jointly exercise powers, privileges and authority, and to enter into an agreement for the creation of a separate legal or administrative entity for the exercise of such powers, privileges and authority.

1.12 The County passed County Resolution 10-253 (10/4/2010) and the City passed City Resolution 2010-71 (9/28/2010) approving and authorizing an intergovernmental agreement creating the Walla Walla Joint Community Development Agency, and the parties entered into such an intergovernmental agreement.

1.13 This intergovernmental agreement amends and supersedes the intergovernmental agreement referenced in paragraph 1.12 herein.

II.

2.1 The County and City hereby create the Walla Walla Joint Community Development Agency ("agency") for the County and City of Walla Walla.

2.2 The Agency shall be managed by a five member board ("agency board"). All members of the agency board shall serve without compensation.

2.2.1 Two members of the agency board shall be appointed by and serve at the pleasure of the County Board of Commissioners. Such members shall be appointed for a two year term, but may be removed at any time with or without cause, by a majority vote of a quorum of the County Board of Commissioners.

2.2.2 Two members of the agency board shall be appointed by and serve at the pleasure of the City Council. Such members shall be appointed for a two year term but may be removed at any time with or without cause by a majority vote of a quorum of the City Council.

2.2.3 One member of the agency board shall be jointly appointed by and serve at the pleasure of the County Board of Commissioners and the City Council. Such member may be

nominated by either the County or the City but may be appointed only by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council. Such member shall be appointed for a two year term but may be removed at any time with or without cause, by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council. Such member may be appointed for additional terms only by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council.

2.3 A majority of the agency board shall constitute a quorum, and a quorum of the agency board may transact business. The agency board shall determine its own rules and order of business and may establish rules for the conduct of board meetings and maintenance of order.

2.4 The agency board shall be considered a "public agency" for purposes of Washington's open public meetings act, a "local agency" for purposes of Washington's public records act, and a "quasi municipal corporation" for purposes of Washington's code of ethics for municipal officers.

2.5 The agency board may adopt rules and regulations for the management and administration of the agency; provided that such rules and regulations may not conflict with this intergovernmental agreement or the countywide planning policies, comprehensive plans, subarea plans, or development regulations respectively adopted by the County or City.

2.6 The agency board shall recommend for adoption by the County and City such amendments to this intergovernmental agreement that the agency board may deem necessary or advisable for the management and administration of the agency.

2.7 The County and City shall not direct or otherwise interfere with the management or administration of the agency; provided, however, nothing herein shall prevent the County or City from exercising their rights or performing their responsibilities under this agreement. Neither the County, the City, the County Board of Commissioners, its members, the City Council, nor its members shall give orders, either publicly or privately to the director or subordinate officers or employees of the agency regarding the management or administration of the agency.

2.8 Members of the agency board shall not direct or otherwise interfere with the processing of any proposal or permit application processed by the agency; provided, however, that nothing herein shall prevent the agency board or its members from being an applicant or proposal maker in a matter processed by the agency in compliance with applicable state and local laws, rules, and regulations.

2.9 The agency board shall appoint and hire a director by a majority vote upon the advice and consent of the County Board of Commissioners and the City Council. If the director's position should become vacant for any reason, the agency board may appoint an interim director by a majority vote who may serve for no longer than six months without the advice and consent of the County Board of Commissioners and the City Council.

2.9.1 The director may be removed and terminated by a majority vote of the agency board. At least fourteen days before the effective date of the removal or termination of the director, the agency board shall give notice of its intention to the director, the County Board of Commissioners, and the City Council; provided, however, that the agency board may immediately suspend the director from duty with pay without prior notice pending removal and termination or for other reasons.

2.10 On recommendation of the director, the agency board may create offices and employments subordinate to the director as the agency board may find necessary or advisable and determine the powers and duties of such offices and employments.

2.10.1 Neither the agency board or its members shall give orders to any subordinate of the director, either publicly or privately, and, except for purposes of inquiry, the agency board shall deal with such subordinates solely through the director; provided that nothing herein shall prohibit the agency board from determining the powers and duties of subordinate offices and employments, receiving and evaluating complaints or charges brought against officers or employees of the agency, or evaluating the qualifications or reviewing the performance of agency officers and employees.

2.11 Compensation and working conditions of the director and subordinate officers and employees may be fixed by the agency board; provided that such compensation may not exceed the approved budget of the agency.

2.12 The agency board shall keep the County and City fully advised of the financial condition of the agency and its future needs.

III.

3.1 The director shall devote his or her full time to the affairs of the agency. The director shall faithfully perform his or her duties and shall file with the agency board a fidelity bond in favor of the agency or insurance protecting against dishonesty in such form and amount as may be fixed by the agency board. The premium on the bond or insurance shall be paid by the agency.

3.2 The director shall have general supervision over the administrative affairs of the agency subject to this intergovernmental agreement and rules and regulations adopted by the agency board.

3.3 Upon advice and consent of the agency board, the director may appoint, hire, remove, and terminate subordinate officers and employees of the agency.

3.4 Unless excused by the agency board, the director shall attend all meetings of the agency board.

3.5 The director shall see that the building codes, nuisance codes, countywide planning

policies, county comprehensive plan(s), county subarea plans, and development regulations adopted by the County are faithfully enforced in unincorporated areas of the County.

3.6 The director shall see that the building codes, nuisance codes, countywide planning policies, city comprehensive plan(s), city subarea plans, and development regulations adopted by the City are faithfully enforced in incorporated areas of the City.

3.7 The director shall see that Washington's State Building Code, Growth Management Act, Local Project Review Act, State Environmental Policy Act, Shoreline Management Act, and Land Use Petition Act, and all other state statutes and regulations pertaining to land use are faithfully enforced.

3.8 The director shall see that Washington's Code of Ethics for Municipal Officers and Washington's Appearance of Fairness Doctrine are faithfully enforced.

3.9 The director shall see that this intergovernmental agreement and rules and regulations adopted by the agency board are faithfully enforced.

3.10 The director shall recommend for adoption by the agency board such rules and regulations for management and administration of the agency that the director may deem necessary or advisable.

3.11 The director shall prepare and submit to the agency board such reports as may be required by the agency board or as the director may deem advisable to submit.

3.12 The director shall keep the agency board fully advised of the financial condition of the agency and its future needs.

3.13 The director shall prepare and submit to the agency board a proposed budget for the agency and be responsible for its administration upon adoption.

3.14 The director shall see that the agency tracks and keeps record of performance indicators and other information regarding the processing of County and City land use matters upon which equitable cost sharing may be fairly evaluated and determined by the County and City, and that the agency regularly provides such information to the County and City.

3.15 The director shall perform such other duties as the agency board may determine.

IV.

4.1 The agency shall use the regular January through December calendar year as its fiscal year.

4.2 The agency budget for the 2011 fiscal year shall not exceed $1,400,000 unless otherwise agreed by separate majority votes of both a quorum of the County Board of Commissioners and a

quorum of the City Council.

4.3 Unless otherwise allowed by the agency board, the director shall submit a proposed budget for the succeeding fiscal year to the agency board by no later than the last Monday in May of each year.

4.4 All estimates of receipts and expenditures for the succeeding fiscal year shall be fully detailed in the proposed budget and shall be classified and segregated according to a standard classification of accounts adopted and prescribed by the Washington state auditor.

4.5 Unless otherwise allowed by the County and City, the agency board shall submit its proposed budget for the succeeding fiscal year to the County Board of Commissioners and the City Council by no later than the second Monday in June of each year. Unless otherwise agreed by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council, the proposed budget shall contain a reserved ending fund balance of at least 5% and shall not contain an increase over the current fiscal year budget of more than 5%.

4.6 By no later than thirty days after submission of a proposed budget by the agency board to the County Board of Commissioners and the City Council, the County and City may each submit proposed budget modification and adjustment requests to the agency board. The agency board shall consider all modification and adjustment requests but may accept or reject them in its discretion; provided, however, that the adopted budget for the succeeding fiscal year shall contain a reserved ending fund balance of at least 5% and shall not contain an increase over the current fiscal year budget of more than 5% unless otherwise agreed by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council.

4.7 Unless otherwise allowed by the County and City, the agency shall transmit copies of its approved budget for the succeeding fiscal year to both the County Board of Commissioners and the City Council by no later than the second Monday in August of each year.

4.8 The agency board may amend the budget of the agency at any time during a fiscal year; provided, however, that no amendment may increase the financial responsibility of either the County or City for the agency without the express consent of that party.

4.9 Liabilities incurred by any officer or employee of the agency in excess of any budget appropriation shall not be the liability of the agency, the County, or the City without their express consent.

V.

5.1 Except as otherwise provided herein, the County shall be responsible for 37.9% of the agency's budgeted appropriations for 2011; provided, however, that the total responsibility of the County shall not exceed $530,600.00 unless otherwise agreed by a majority vote of a quorum of the County Board of Commissioners.

5.2 Except as otherwise provided herein, the County shall be responsible for 37.9% of the agency's budgeted appropriations for 2012; provided, however, that the total responsibility of the County shall not exceed $557,130.00 unless otherwise agreed by a majority vote of a quorum of the County Board of Commissioners.

5.3 Except as otherwise provided herein, the City shall be responsible for 62.1% of the agency's budgeted appropriations for 2011; provided, however, that the total responsibility of the City shall not exceed $869,400.00 unless otherwise agreed by a majority vote of a quorum of the City Council.

5.4 Except as otherwise provided herein, the City shall be responsible for 62.1% of the agency's budgeted appropriations for 2012; provided, however, that the total responsibility of the City shall not exceed $912,870.00 unless otherwise agreed by a majority vote of a quorum of the City Council.

5.5 The parties agree to review in 2012 the receipts, expenditures, and services provided by the agency during the course of this agreement, and such other information which may be relevant to costs incurred by the parties related to this intergovernmental agreement and to negotiate the parties respective responsibilities for the agency's budgeted appropriations for the 2013 fiscal year. In the event that the parties cannot reach agreement, the County shall be responsible for 37.9% of the agency's budgeted appropriations for 2013 except as otherwise provided herein, and the City shall be responsible for 62.1% of the agency's budgeted appropriations for 2013 except as otherwise provided herein.

5.6 The parties agree to review in each year after 2012 the receipts, expenditures, and services provided by the agency during the course of this agreement, and such other information which may be relevant to costs incurred by the parties related to this intergovernmental agreement and to negotiate the parties respective responsibilities for the agency's budgeted appropriations for the succeeding fiscal year. In the event that the parties cannot reach agreement, the respective responsibilities of the County and City shall be set for the succeeding fiscal year at the then current proportionate share of each party.

5.7 By no later than January 1 of each year each party shall deposit with the agency an amount sufficient to cover that party's proportionate share of the agency's first quarter budget plus that party's proportionate share of the amount needed to ensure that the agency can maintain a 5% fund balance throughout the year. By no later than April 1 of each year each party shall deposit with the agency an amount sufficient to cover that party's proportionate share of the agency's second quarter budget. By no later than July 1 of each year each party shall deposit with the agency an amount sufficient to cover that party's proportionate share of the agency's third quarter budget. By no later than October 1 of each year each party shall deposit with the agency an amount sufficient to cover that party's proportionate share of the agency's fourth quarter budget.

5.8 The City shall deposit and maintain an amount of $10,000 with the agency to be utilized exclusively for refund of City Public Works permit fees and other Public Works charges collected by the agency.

VI.

6.1 All claims presented against the agency by persons furnishing materials, rendering services or performing labor, reimbursement of expenditures, advancements for travel expenses, or for any other contractual purpose shall be prepared for audit and payment on such form(s) and in the manner prescribed the Washington state auditor and the agency's fiscal agent and certified by the director, officer(s), and employee(s) of the agency as may be required by the Washington state auditor and the agency's fiscal agent.

6.2 All fees and other moneys received by the agency shall be accounted for and handled in the manner prescribed the Washington state auditor and the agency's fiscal agent and regularly remitted to the agency's fiscal agent at the fiscal agent's direction.

6.3 The agency shall regularly, and at least monthly, report and remit to the County all fees and other moneys received by the agency arising out of permit applications and other proposals for activities in the unincorporated areas of the County. The agency shall regularly, and at least monthly, report and remit to the City all fees and other moneys received by the agency arising out of permit applications and other proposals for activities in the incorporated areas of the City. The agency shall also report to both and remit any fees and other moneys received by the agency arising out of permit applications which are not clearly segregable between the County and the City in proportion to each party's respective responsibility for the agency's current fiscal year budget. The agency shall regularly report but may retain other funds and moneys received by the agency not arising out of permit applications and use such funds and moneys for agency purposes in accordance with the respective cost sharing responsibilities of the parties.

6.4 The agency shall make arrangements to provide its own fiscal agent and accounting services, and the costs for such services shall be included in the agency budget and shared by the parties as provided herein.

VII.

7.1 The agency office shall be in one location unless otherwise agreed by separate majority votes of both a quorum of the County Board of Commissioners and a quorum of the City Council.

7.2 The City shall provide and maintain reasonably sufficient office space for the agency, and the costs for such office space shall be included in the agency budget and shared by the parties as provided herein.

7.3 The parties agree to review in 2012 the office space provided to the agency and its future needs. In the event that the parties cannot reach agreement regarding the provision of office space to the agency after December 31, 2012, the agency shall make arrangements to provide its own office space, and the costs for such office space shall be included in the agency budget and shared by the parties as provided herein.

7.4 The County and City shall each make facilities available for the agency to hold meetings and hearings. Unless otherwise agreed by the parties, the County and City each shall bear all costs for use of their facilities. To the extent that separate accounting is required by the County, the City or the agency, the cost of facilities provided by the County or City shall not be subject to the cost sharing provisions of this agreement or counted as part of the agency's budget for other purposes in this agreement.

VIII.

8.1 Unless otherwise agreed by the parties, the County and City shall maintain their own planning commissions; and, with the exception of support services provided by the agency, each shall bear their own costs for maintaining separate planning commissions.

8.2 Unless otherwise agreed by the parties, the County and City shall maintain their own hearing examiners; and, with the exception of support services provided by the agency, each shall bear their own costs for maintaining separate hearing examiners.

8.3 Unless otherwise agreed by the parties, the County and City shall each be responsible for producing their own proposals for matters requiring legislative approval in their respective jurisdictions, and the agency shall not be relied upon to generate legislative proposals.

8.4 The agency shall retain its own legal counsel for advice regarding day-to-day operations, such as employment law, public records act compliance, contracting and purchasing.

8.5 The agency may consult with the Prosecuting Attorney's Office for advice regarding the application or interpretation of codes or statutes for processing of County land use permits or County development regulations or comprehensive plan amendments.

8.6 The agency may consult with the City Attorney's Office for advice regarding the application or interpretation of codes or statutes for processing of City land use permits or City development regulations or comprehensive plan amendments.

IX.

9.1 The agency shall provide professional and technical staff support to the County Board of Commissioners, County Planning Commission, and County Hearing Examiner arising out of land use proposals and permit applications for activities in the unincorporated areas of the County.

9.2 The agency shall provide professional and technical staff support to the following County boards, commissions, and committees: Boundary Review Board and Coordinated Water System Plan.

9.3 The agency shall provide supervisory, professional and/or technical staff support, and

compliance officers for the enforcement of the County's development regulations, building codes, and compliance regulations, as authorized by Walla Walla County Code chapters 3.08, 8.24 and titles 14, 15, 16, 17, and 18.

9.4 The agency shall provide professional and technical staff support to the City Council, City Planning Commission, and City Hearing Examiner arising out of land use proposals and permit applications for activities in the incorporated areas of the City.

9.5 The agency shall provide professional and technical staff support to the following City boards, commissions, and committees: (1) site plan review committee, and (2) historic preservation commission.

9.6 The agency shall provide supervisory, professional and/or technical staff support, and compliance officers for the enforcement of the City's development regulations, building codes, and compliance regulations, as authorized by Walla Walla Municipal Code titles 18, 19, 20 and 21, and chapters 8.05, 8.07, 15.04, and 15.36.

9.7 In addition to the activities authorized by Section 9.6, above, the agency shall also provide supervisory, professional and/or technical staff support and compliance officers for the enforcement of the City of Walla Walla's business licenses and registrations as described in the Walla Walla Municipal Code in chapters 5.04, 5.09, 5.23, 5.27, 15.06 and 20.142.

9.8 In addition to the activities authorized by Sections 9.6 and 9.7, above, the agency shall also provide application transmittal and cashiering services for select permits managed by the City's Public Works Department, and authorized by Walla Walla Municipal Code Titles 12 and 13. However, supervisory, professional and/or technical staff support, including application review, application decisions, technical questions from customers, project inspection and compliance/enforcement, shall be managed by and be the responsibility of the Public Works Department.

9.9 The agency shall provide professional and technical staff support to the County Board of Commissioners, County Planning Commission, County Hearing Examiner, City Council, City Planning Commission, and City Hearing Examiner arising out of land use proposals and permit applications for activities in the County which cannot be segregated between unincorporated areas of the County and incorporated areas of the City and any other matters arising out of services provided by the agency under this intergovernmental agreement.

9.10 The agency shall not provide policy recommendations to either the County or City on matters requiring legislative approval, and shall provide only professional and technical staff support necessary to progress such matters through the correct approval process.

9.11 The agency shall provide permit and proposal assistance to applicants for permits persons making proposals for land use activities in either or both the unincorporated areas of the County and the incorporated areas of the City.

9.12 The agency shall provide professional and technical staff support to the legal representatives of the County and City with respect to any growth management or land use appeal and any other matters arising out of services provided by the agency under this intergovernmental agreement.

9.13 The agency shall provide all professional and technical staff support needed to process land use proposals and permit applications for activities in either or both the unincorporated areas of the County and the incorporated areas of the City.

9.14 The director of the agency, or the director's designee, shall act as the approving authority for permit applications for land use activities in the unincorporated areas of the County which require only administrative approval, a/k/a departmental approval.

9.15 The director of the agency, or the director's designee, shall act as the approving authority for permit applications for land use activities in the incorporated areas of the City which require only administrative approval, a/k/a departmental approval.

9.16 The director of the agency, or the director's designee, shall act as chair of the City's site plan review committee and approving authority under the City's multi-family tax incentive program.

9.17 The director of the agency, or the director's designee, shall act as the responsible official under Washington's State Environmental Policy Act and the local environmental policies of the County and City for activities in either or both the unincorporated areas of the County and the incorporated areas of the City.

9.18 The agency shall provide such other services as may be determined by the agency board.

9.19 The County and City each reserve to themselves final approval authority over land use matters in their respective jurisdictions. Unless otherwise agreed by the parties, the County shall not give orders to the agency, its director, or any subordinate of the director, either publicly or privately, upon City land use matters. Unless otherwise agreed by the parties, the City shall not give orders to the agency, its director, or any subordinate of the director, either publicly or privately, upon County land use matters.

9.20 Neither the agency, its director, subordinate officers, or employees shall be asked or required to take a side or position in any matter in which the County and City disagree.

X.

10.1 The agency may acquire, maintain, and hold real and personal property in its own name.

10.2 The County and City shall each contribute personal property for the operation of the agency as may be agreed by the parties. Property contributed by either the County or City shall be clearly identified by the contributing party as County, City, or agency property. Property

identified as County property shall be maintained by the County at its own costs and may be used by the agency as directed by the County. Property identified as City property shall be maintained by the City at its own costs and may be used by the agency as directed by the County. Property identified as agency property shall become the property of the agency subject to the property disposition provisions of this agreement and shall be maintained by the agency. To the extent that separate accounting is required by the County, the City or the agency, the cost of property contributed by the County or City and any maintenance costs incurred by the County or City shall not be subject to the cost sharing provisions of this agreement.

10.3 Upon dissolution of the agency property identified as County property shall be returned to the County and property identified as City property shall be returned to the City. Property identified as agency property shall first be used to satisfy any outstanding obligations of the agency and thereafter distributed as may be agreed by the County and City. If the County and City cannot agree, the agency shall determine the value of any property remaining after outstanding obligations of the agency have been satisfied, and the County and City shall alternatively select from the items of property with the order of selection and amount of distribution determined with regard to the total amount paid by each party towards the budget of the agency during the course of this intergovernmental agreement.

10.4 Upon dissolution of the agency, fees and other moneys retained by the agency shall first be used to satisfy any outstanding obligations of the agency. All unused fees and other moneys retained by the agency arising out of permit applications and other proposals for activities in the unincorporated areas of the County shall be remitted to the County, and all unused fees and other moneys retained by the agency arising out of permit applications and other proposals for activities in the incorporated areas of the City shall be remitted to the City. Unused fees and other moneys retained by the agency which are not clearly segregable between the County and the City shall first be used to satisfy any outstanding obligations of the agency and thereafter distributed as may be agreed by the County and City. If the County and City cannot agree, the agency shall equitably distribute any fees and money remaining after outstanding obligations of the agency have been satisfied, in accordance with the proportionate responsibilities of the parties for the agency's current fiscal year budget.

XI.

11.1 The County shall hold harmless, defend, and indemnify the agency against any and all claims, injuries, damages, losses or suits including attorney fees arising out of land use permit decisions for unincorporated areas of the County made by the agency or its director, officers, and employees while performing in good faith and while acting within the scope of their employment or service.

11.2 The City shall hold harmless, defend, and indemnify the agency against any and all claims, injuries, damages, losses or suits including attorney fees arising out of land use permit decisions for incorporated areas of the City made by the agency or its director, officers, and employees while performing in good faith and while acting within the scope of their employment or service.

11.3 The City and County shall hold harmless, defend, and indemnify the agency against any and all claims, injuries, damages, losses or suits including attorney fees arising out of land use permit decisions which are not clearly segregable made by the agency or its director, officers, and employees while performing in good faith and while acting within the scope of their employment or service. In such case, the County and the City shall share in proportion to each party's respective responsibility for the agency's current fiscal year budget in which the claim is made.

11.4 The agency shall indemnify and hold the County and the City harmless from and against all claims, injuries, damages, losses or suits including attorney fees arising from any negligent or intentional act or omission of the agency its board members, director, officers and employees, agents and/or authorized subcontractor(s) while performing its duties under this agreement.

11.5 The City and County shall each hold harmless, indemnify and defend each other from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the agency's activities and operations.

11.6. The agency shall maintain insurance that includes coverage for errors and omissions, general liability, automobile liability, and employer's liability. The agency board shall decide where and from whom to obtain insurance. Such insurance shall include:

11.6.1. Public officials' errors and omissions liability insurance with limits of not less than $5,000,000.00 each claim and $5,000,000.00 policy aggregate.

11.6.2. Commercial general liability insurance with limits of not less than $5,000,000.00 each occurrence and $5,000,000.00 general aggregate.

11.6.3. Automobile liability for owned, non-owned and hired vehicles with a limit of not less than $5,000,000.00 combined single limit;

11.6.4. Worker's Compensation insurance within statutory limits.

11.6.5. With the exception of 11.6.4, the insurance requirements above shall be considered fulfilled by the agency's membership in and coverage through Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool; provided, however, that nothing herein requires the agency board to maintain membership in or obtain coverage through WCIA.

11.7. The County shall be responsible for defending its legislative, ministerial, or quasi-judicial decisions before the Growth Management Hearings Board, Shoreline Hearings Board, other administrative boards, and/or Superior Court and appellate courts.

11.8. The City shall be responsible for defending its legislative, ministerial, or quasi-judicial decisions before the Growth Management Hearings Board, Shoreline Hearings Board, other

administrative boards, and/or Superior Court and appellate courts.

XII.

12.1 The true and full value of any services rendered by or property transferred from the County or City to the agency shall be deemed to be part of such party's consideration for participation in this intergovernmental agreement, and the services provided by the agency hereunder shall be deemed true and full payment for such services and property.

XIII.

13.1 The City and County shall be responsible for maintaining their own records that exist as of December 31, 2010, unless agreed separately by the City or the County and the agency board.

13.2 The agency shall be responsible for maintaining its records created subsequent to December 31, 2010.

XIV.

14.1 The City shall defend any claims, actions or suits brought against it arising out of the creation of the agency.

14.2 The County shall defend any claims, actions or suits brought against it arising out of the creation of the agency.

XV.

15.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by both parties to the agreement and ends on December 31, 2016, unless it is terminated early as provided herein.

15.2 The term of this agreement may be extended by mutual agreement of the parties.

15.3 Either party may give written notice of early termination of this agreement to the other party and the agency board at any time. If such notice is given more than fourteen (14) days after approval of the succeeding year's budget by the agency board, the parties shall remain responsible for their financial obligations to the agency through the end of the succeeding fiscal year. If such notice is given prior to that date, the parties shall remain responsible for their financial obligations to the agency only through the end of the current fiscal year.

DATED September 26, 2011

PERRY L. DOZIER, COUNTY COMMISSIONER/CHAIR

GREGG C. LONEY, COMMISSIONER

GREGORY A. TOMPKINS, COUNTY COMMISSIONER

Attest:

CLERK FOR THE COUNTY COMMISSIONERS

DATED October 4, 2011

CITY MANAGER

Attest:

CITY CLERK

RESOLUTION NO. 2011-87

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF WALLA WALLA TO EXECUTE AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH WALLA WALLA COUNTY ESTABLISHING THE WALLA WALLA JOINT COMMUNITY DEVELOPMENT AGENCY, TO EXECUTE AMENDMENTS THERETO, AND TAKING OTHER ACTION CONNECTED THEREWITH

WHEREAS, the City of Walla Walla is a non-chartered code city organized under RCW Title 35A; and

WHEREAS, RCW 35A.63.030 authorizes the City to enter into a cooperative arrangement with the County for jointly engaging a planning director and such other employees as may be required to operate a joint planning staff; and

WHEREAS, Walla Walla County is a Washington county organized under Article XI of the Washington State Constitution and Title 36; and

WHEREAS, RCW 36.70.180 authorizes the County to engage a single director of planning jointly with the City and to authorize such director to carry out a joint planning program; and

WHEREAS, RCW Ch. 39.34 authorizes the County and City to jointly exercise powers, privileges and authority, and to enter into an agreement for the creation of a separate legal or administrative entity for the exercise of such powers, privileges and authority; and

WHEREAS, the City passed City Resolution 2010-71 (9/28/2010) approving and authorizing an intergovernmental agreement creating the Walla Walla Joint Community Development Agency; and

WHEREAS, Walla Walla County passed County Resolution 10-253 (10/4/2010) approving and authorizing an intergovernmental agreement creating the Walla Walla Joint Community Development Agency; and

WHEREAS, the County and City of Walla Walla entered into an intergovernmental agreement that was executed by the City on September 29, 2010 and the County on October 4, 2010; and

WHEREAS, the County and City considered proposed amendments to the intergovernmental agreement at a joint special meeting on September 26, 2011; and

WHEREAS, the County Commissioners approved the amended intergovernmental agreement by motion on September 26, 2011; and

WHEREAS, the City Council approved the amended intergovernmental agreement by motion on September 26, 2011; and

WHEREAS, the Walla Walla City Council has reviewed the amended intergovernmental agreement between the City of Walla Walla and Walla Walla County during a regularly called public meeting of said Council, has given said amended agreement careful review and consideration, and finds that participation in the amended agreement is an appropriate function for the city and that the best interests of the City of Walla Walla will be served by entering into the amended agreement and memorializing its approval of the amended intergovernmental agreement,

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

Section 1: The Walla Walla City Council hereby ratifies its approval of the terms of a certain amended intergovernmental agreement between the City of Walla Walla and Walla Walla County establishing a Walla Walla Joint Community Development Agency, the amended agreement is hereby accepted on behalf of the City of Walla Walla, and the City Manager of the City of Walla Walla is hereby authorized, empowered, and directed to execute the amended agreement on behalf of the City of Walla Walla, and the City Clerk of the City of Walla Walla is hereby authorized and directed to attest said amended agreement and to attach to each duplicate thereof a copy of this Resolution.

Section 2: The City Manager of the City of Walla Walla is hereby authorized, empowered, and directed to execute such amendments to the amended agreement authorized by section 1 herein subject to the following conditions: (a) no amendment by the executed in accordance with this section 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, (b) any amendment executed in accordance with this section shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following its execution, and (c) any amendment executed in accordance with this section 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: Unless revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council, the Walla Walla City Clerk is hereby authorized and directed to attest any amendment executed in accordance with section 2 of this resolution after the meeting at which the agreement is reported to the City Council and prior to its entry in force.

PASSED by the City Council of the City of Walla Walla, Washington, this 28th day of September, 2011.

Barbara Clark
Mayor

Attest:

Tammy L. Lee
City Clerk

Approved as to form

Tim Q
City Attorney