



**REQUEST FOR LEGAL SERVICES**

**REQUEST FOR:**

- ( ) Ordinance
- (X) Agreement/Contract
- (X) Resolution
- ( ) Lease/Deed
- ( ) Legal Opinion/Action

**REQUESTED BY:**

Name George Bell

Title Street Supervisor

Date Requested March 8, 2002

Completion Date by March 18, 2002

**INSTRUCTIONS:** Prepare and submit original only. Explain reason for request below. The question, or supporting data, should be stated as fully and in as precise terms as possible. All pertinent facts and any Code reference should be set out and **SUCH DOCUMENTS AS ARE NECESSARY SHOULD BE ATTACHED.**

Please review and approve the attached Resolution and Interlocal Cooperation Agreement for presentation to City Council at their meeting on March 27, 2002.

The City of Walla Walla and Walla Walla County would like to enter into an Interlocal Cooperation Agreement to cooperative governmental purchasing sales, and provisions of equipment and services to each other on a reimbursable basis.

Route to:	Initials	Date	Comments
Department Director		3/8/02	
Support Services Dir.			
City Manager			
City Attorney			
Department Director			

## **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 it's 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 idemnify 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***

***Walla Walla County***

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chair

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**Approved as to form**

**Approved as to form**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Prosecuting Attorney



**Agenda Item History Sheet**

Agenda No. \_\_\_\_\_

Item Title: Interlocal Cooperation Agreement Between City of Walla Walla and Walla Walla County for Cooperative Governmental Purchasing Sales, and Provisions of Equipment and Services to each other on a Reimbursable Basis	Agenda Date: March 27, 2002
Originating Source:	Funding Certification:
Division Manager Review: <i>George T. Bell</i>	Department Director Review: <i>[Signature]</i> 3/28/02
City Manager Approval:	

**ITEM HISTORY:**

Discussions with Walla Walla County Public Works Department have led to the agreement that we perform similar duties with identical equipment during brief periods throughout the year. By entering into this cooperation agreement with the County, we would be able to save money by jointly sharing some specialized equipment.

**ITEM COMMENTARY**

The intent of this Interlocal Cooperation Agreement will benefit both the City and County by pooling resources in the shared use of equipment and services.

**ACTION PROPOSED:**

Approve the Resolution to allow the City Manager to sign the Interlocal Cooperation Agreement with Walla Walla County for cooperative governmental purchasing sales, and provisions of equipment and services to each other on a reimbursable basis.

**RESOLUTION NO. \_\_\_\_\_**

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:** That the terms of a certain "Interlocal Cooperation Agreement" between Walla Walla County and the City of Walla Walla 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:** The Walla Walla City Clerk is hereby authorized and directed to attest and file, if necessary, a copy of the interlocal agreement executed in accordance with section 1 of this resolution.

**Section 3:** 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 4:** This resolution shall become effective in the manner provided by law.

**PASSED** by the City Council of the City of Walla Walla, Washington, this \_\_\_\_\_  
day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Mayor

Attest:

Approved as to form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney