

**CITY OF WEST RICHLAND
RESOLUTION NO. 19-19**

**A RESOLUTION OF THE CITY OF WEST RICHLAND,
WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WEST RICHLAND AND WALLA WALLA
COUNTY FOR PURCHASING, SALES AND PROVIDING
EQUIPMENT AND SERVICES**

WHEREAS, pursuant to RCW 39.34, local governmental agencies are permitted to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis on mutual advantage, and

WHEREAS, it is in the best interest of the City of West Richland to work cooperatively with other governmental agencies, and

WHEREAS, the Interlocal Agreement has been reviewed and approved as to form by the City Attorney and has been approved by Walla Walla County Commissioners, and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement, and

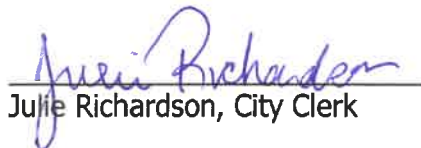
NOW, THEREFORE, be it resolved that the Interlocal Agreement by and between the City of West Richland and Walla Walla County for purchasing, sales, and providing equipment and services along with the agreement regarding building inspection and fire inspection services are hereby approved and the Mayor is authorized to sign said agreement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON**, this 21st day of May, 2019.



Brent Gerry, Mayor

ATTEST:



Julie Richardson, City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

**AGREEMENT REGARDING BUILDING INSPECTION AND FIRE INSPECTION SERVICES
BETWEEN WALLA WALLA COUNTY AND THE CITY OF WEST RICHLAND**

This agreement is entered into between Walla Walla County (County) and the City of West Richland (West Richland), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and the Interlocal Agreement for Purchasing, Sales, and Providing Equipment and Services (Interlocal Agreement) executed on or about May 21, 2019.

I. PURPOSE

The purpose of this agreement is for the City of West Richland to provide building inspection and fire inspection services for the County of Walla Walla on an interim basis between May 28, 2019 and June 28, 2019.

II. SERVICES

West Richland will provide the following services for the County based on availability of West Richland staff, not to exceed 40 (forty) hours: Building Inspection and Fire Inspection services for the Tyson Facility under construction in Burbank, located in the western part of Walla Walla County. West Richland building inspectors shall inspect projects using West Richland vehicles and equipment, but shall utilize Walla Walla County forms. County to provide West Richland with 48-hour advance written notice of requested Building Inspection and or Fire Inspection services. West Richland to perform Building Inspection and Fire Inspection services during normal working hours, Monday through Friday, 7:30am to 5:00pm. Walla Walla County, as the permitting agency, will assume responsibility, hold harmless, and indemnify West Richland for all permit decisions and approvals undertaken pursuant to this agreement.

III. COMPENSATION

Walla Walla County shall pay West Richland at the rate of \$100.00 per hour for services with a two hour minimum per each service request. Walla Walla County shall also pay West Richland at the rate of \$0.58 per mile for travel. Payment shall be made in accordance with the Interlocal Agreement.

IV. ADMINISTRATION

This agreement shall be administered in accordance with the Interlocal Agreement.

Dated this 23 day of May, 2019.

City of West Richland


Brent Gerry, Mayor

WALLA WALLA COUNTY


Tom Glover, Community Development
Director

Interlocal Cooperation Agreement

Pursuant to RCW 39.34.030, 39.34.080 and other provisions of law, West Richland 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 service 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 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.

West Richland




Approved as to form



City Attorney

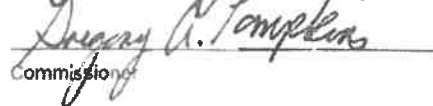
Walla Walla County



Chair



Commissioner



Commissioner

Approved as to form



Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING AN
INTERLOCAL COOPERATION
AGREEMENT WITH CITY OF WEST
RICHLAND

RESOLUTION NO. **19 131**

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis on mutual advantage; and

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 they do hereby enter into an Interlocal Cooperation Agreement with the City of West Richland for purchasing, sales and providing equipment and services, and will sign same.

Passed this 13th day of May, 2019 by Board members as follows: 3 Present or 0 Participating via other means, and by the following vote: 3 Aye 0 Nay 0 Abstained 0 Absent.

Attest:


Diane L. Harris, Clerk of the Board


Todd L. Kimball, Chairman, District 2


James K. Johnson, Commissioner, District 1


Gregory A. Tompkins, Commissioner, District 3

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