

RESOLUTION 2022 028

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN BENTON COUNTY AND WALLA WALLA COUNTY FOR PURCHASING, SALES AND PROVIDING EQUIPMENT AND SERVICES

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County and Walla Walla County desire to provide cooperative intergovernmental purchasing, sales and providing equipment and services; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County, **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperation Agreement between Benton County and Walla Walla County for purchasing, sales and providing equipment and services; and

BE IT FURTHER RESOLVED, this Agreement shall be effective on December 1, 2021 and shall continue until one or both parties decide to terminate the agreement.


Dated this 4th day of January 2022.



Chairman



Chairman Pro-Tem.



Member

Attest: 

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Interlocal Cooperation Agreement

Pursuant to RCW 39.34.030, 39.34.080 and other provisions of law, Benton County 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.

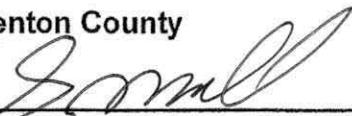
PROVIDING EQUIPMENT AND SERVICES

1. Each party agrees to furnish, upon its sole discretion, equipment and services to the other in such amounts or for such amount of 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.

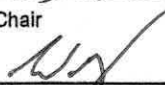
Any provisions, sales, or provision of equipment and services must be requested and approved in writing by the parties. Approval shall include costs, rate limits or such other information as to define the financial scope of the work.

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

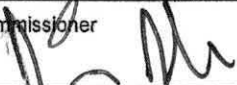
Benton County



Chair

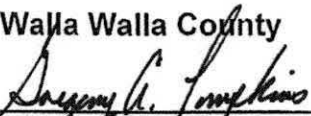


Commissioner

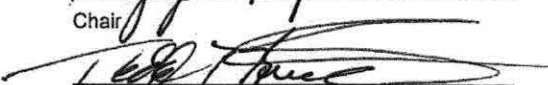


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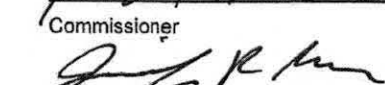
Walla Walla County



Chair

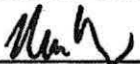


Commissioner



Commissioner

Approved as to form



Prosecuting Attorney

Approved as to form

APPROVED AS TO FORM VIA E-MAIL JESSE VOLTE

Prosecuting Attorney

12-30-21