

The State of Washington

County of Walla Walla

KNOW ALL MEN BY THESE PRESENTS:

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF WALLA WALLA, WASHINGTON and the COUNTY OF
WALLA WALLA, WASHINGTON**

This Agreement is made and entered into this 27th day of June, 2011, by and between the County of Walla Walla, acting by and through its governing body, the Commissioner's Court, hereinafter referred to as COUNTY, and the CITY of Walla Walla, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Walla Walla County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.94, and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services and functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$ 5,558.00 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2010 Local Solicitation, for the LAW ENFORCEMENT TECHNOLOGY ENHANCEMENT PROGRAM, and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW, THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 5,558.00 of JAG funds.

Section 2.

COUNTY agrees to use \$ 5,558.00 for the LAW ENFORCEMENT TECHNOLOGY ENHANCEMENT PROGRAM until June 30, 2012.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability against the CITY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory thereto.

CITY OF WALLA WALLA, WA

Tom McCarty
City Manager, Acting

COUNTY OF WALLA WALLA, WA.

Randy D. Dyer
County Commissioner – Chair

ATTEST:

Carol Pritchard for:

City Clerk

APPROVED AS TO FORM:

James G. Galt
County Prosecuting Attorney



APPROVED AS TO FORM:

[Signature]