

INTERLOCAL COOPERATION AGREEMENT AMONG

**WALLA WALLA COUNTY, UMATILLA COUNTY, CITY OF COLLEGE PLACE, CITY OF MILTON-FREEWATER,
CITY OF WALLA WALLA, PORT OF WALLA WALLA, VALLEY TRANSIT, OREGON STATE DEPARTMENT OF
TRANSPORTATION, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

ESTABLISHING THE WALLA WALLA VALLEY METROPOLITAN PLANNING ORGANIZATION

This Interlocal Cooperation Agreement is entered into pursuant to the provisions of Oregon Revised Statutes (ORS) 190.110 and the Revised Code of Washington (RCW) Title 39, Chapter 34 – “Interlocal Cooperation Act” relating to the Joint Exercise of Powers, by and among the following public agencies of the States of Oregon and Washington: Walla Walla County, Umatilla County, the City of College Place, City of Milton-Freewater, City of Walla Walla, Port of Walla Walla, Valley Transit, Oregon Department of Transportation, Washington Department of Transportation, to form a Metropolitan Planning Organization, define its organization and powers, and establish a jurisdictional area for metropolitan planning purposes.

This Agreement is made by and among Walla Walla County, Umatilla County, the City of College Place, City of Milton-Freewater, City of Walla Walla, Port of Walla Walla, Valley Transit, Oregon Department of Transportation, Washington Department of Transportation, each hereafter referred to as a Member Agency or, collectively, as Member Agencies.

WHEREAS, each of the parties hereto is a “public agency” pursuant to the terms of the Revised Code of Washington (RCW 39.34), and a “unit of local government” as defined in ORS 190.003, and it is the intent and purpose of the parties to exercise their powers and authority jointly in accordance with the provisions of ORS 190.110, and the Revised Code of Washington Title 39, Chapter 34 – “Interlocal Cooperation Act;”

WHEREAS, certain of the parties hereto have transportation planning duties, responsibilities, and authority, and the parties hereto recognize that each of them are in need of planning services;

WHEREAS, the United States Census Bureau has designated an area encompassing the cities of College Place, Milton-Freewater, Walla Walla, and portions of Umatilla County, Oregon, and Walla Walla County, Washington as an Urbanized Area with a population exceeding 50,000 people;

WHEREAS, 23 USC §134 and 49 USC §5303 require that a Metropolitan Planning Organization be established to develop transportation plans and programs for each urbanized area;

WHEREAS, 23 CFR §450 sets forth the national policy that the MPO designated for each urbanized area is to carry out a continuing, cooperative, and comprehensive multimodal planning process, including development of a metropolitan transportation plan and a transportation improvement program (TIP);

WHEREAS, The Washington State Department of Transportation and the Oregon Department of Transportation will administer the Metropolitan planning (PL) funds for the Metropolitan Planning Organization under 23 CFR §420, to carry out the provisions of 23 USC 134;

WHEREAS, the Washington State Growth Management Act, Chapter 36.70A RCW requires local governments to adopt transportation plans that are consistent with comprehensive land use plans;

March 25, 2013

WHEREAS, Washington Administrative Code 468-86-060 provides for the Washington State Department of Transportation to administer the metropolitan planning program that is carried out by metropolitan planning organizations that have been jointly designated by local governments and the State of Washington;

WHEREAS, the ORS 197.175, regarding cities and counties and ORS 197.180, regarding state agencies, require the governmental entities to exercise their planning responsibilities in compliance with state and local comprehensive plans and OAR 734, Division 12;

WHEREAS; the Washington State Department of Transportation is authorized to participate in transportation planning pursuant to Chapter 47.06 RCW;

WHEREAS, the Oregon Department of Transportation is authorized to participate in transportation planning pursuant to ORS 197.180 and 184.618;

WHEREAS, the Member Agencies acknowledge the need to engage in cooperative planning and decision making on transportation issues and the benefits to be derived therefrom;

WHEREAS, the Walla Walla County Board of County Commissioners authorized the execution of this Agreement by Resolution No. 13 078, adopted on March 18, 2013;

WHEREAS, the Umatilla County Board of County Commissioners authorized the execution of this Agreement by Ordinance No. 2013-03 adopted on March 20, 2013;

WHEREAS, the City of College Place City Council authorized the execution of this Agreement by Resolution No. 848, adopted on March 11, 2013;

WHEREAS, the City of Milton-Freewater City Council authorized the execution of this Agreement by Resolution No. 2250 adopted on March 25, 2013;

WHEREAS, the City of Walla Walla City Council authorized the execution of this Agreement by Resolution No. 2013-38 adopted on March 13, 2013;

WHEREAS, the Walla Walla County Port District Board of Commissioners authorized the execution of this Agreement by unanimously carried motion at the Port of Walla Walla Commission Meeting on February 28, 2013.

WHEREAS, the Valley Transit Board of Directors authorized the execution of this Agreement by Resolution No. 2013-02, adopted on March 21, 2013;

WHEREAS, both ODOT and WSDOT authorize the execution of this agreement by their respective signatures hereto;

WHEREAS, the Parties enter into this interlocal cooperation agreement under the authority of Chapter 39.34 RCW and ORS 190.110 to provide for the joint and/or cooperative exercise of powers, privileges and authorities for comprehensive transportation planning.

WHEREAS, the Governors of Oregon and Washington will be requested to designate the Walla Walla Valley Metropolitan Planning Organization as the Metropolitan Planning Organization for the Walla Walla, College Place, Milton-Freewater OR-WA Urbanized Area.

WHEREAS, both ODOT and WSDOT recommend designation;

NOW, THEREFORE, pursuant to the above recitals that are incorporated as if included below, and in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

1.01. The purpose of this Agreement is to establish a Metropolitan Planning Organization (MPO) for the Walla Walla, College Place, Milton-Freewater urbanized area pursuant to 23 USC §134 and 49 USC §5303 and to ensure that the metropolitan area has a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods.

1.02. In the development of transportation plans and programs for the metropolitan planning area, including Walla Walla, College Place, and Milton-Freewater, the Member Agencies shall be guided by the following objectives and purposes:

- A. To adopt bylaws and operating policies and procedures, elect officers, enter into contracts and agreements, apply for and accept grants, and appoint policy and advisory committees.
- B. To adopt a Unified Planning Work Program for staffing, budget and operations of the MPO.
- C. To promote public and stakeholder involvement in the MPO planning process.
- D. To promote transportation facilities, programs and policies which support growth, stability and transportation efficiency within the metropolitan area.
- E. To recommend transportation system level of service standards.
- F. To direct and coordinate the development, adoption, review and amendment of the metropolitan area transportation system plan and improvement program.
- G. To assure consistency and coordination among transportation system plans adopted by counties, cities, ports, public transit, tribes, and other transportation providers, and ODOT and WSDOT, and between the metropolitan area transportation system plan and the regional transportation system plan.
- H. To provide assistance and information to local governments toward adoption of local transportation system plan elements within their individual comprehensive plans.

1.03 This Agreement is limited to the above objectives and purposes and does not supersede or apply to any other power, obligation, privilege or authority which may be held or exercised by individual Member Agencies.

ARTICLE II METROPOLITAN PLANNING ORGANIZATION

2.01 **Metropolitan Planning Organization Established.** The Walla Walla Valley Metropolitan Planning Organization (WWVMPO) is established pursuant to this Agreement.

2.02 **Designation of Member Agencies.** At this time, the Member Agencies of the WWVMPO are Umatilla County, Walla Walla County, City of College Place, City of Milton-Freewater, City of Walla Walla, Port of Walla Walla County, Valley Transit, Oregon Department of Transportation, and the Washington State Department of Transportation. Additional members may be added later, by approval of the Policy Board.

2.03 **Geographical Boundaries.** The metropolitan planning area boundary will, at a minimum, cover the urbanized areas and the contiguous geographic areas likely to become urbanized within the twenty year forecast period covered by the transportation plan. The planning area boundaries are hereby designated as evidenced in Exhibit "A" attached hereto, and by this reference incorporated into this Agreement, or as amended by designation of the MPO Policy Board (as described below in Article III, Section 3.01), and as approved by the Governors of both Oregon and Washington.

2.04 **Development of a Long Range Plan.** The WWVMPO shall develop a long range plan for the Planning Area that, at a minimum, meets the requirements of 23 USC §134, or amended federal rules and requirements, including but not limited to the following elements:

- A. Identification of transportation facilities (including but not necessarily limited to major roadways, transit, and multimodal and intermodal facilities) that should function as an integrated metropolitan transportation system.
- B. Adoption of a financial plan that demonstrates how the long-range plan can be implemented, indicates resources from public and private sources that are reasonably expected to be made available to carry out the plan, and recommends any innovative financing techniques to finance needed projects and programs, including such techniques as value capture, tolls and congestion pricing, recognizing that legislative action may be required to implement certain measures.
- C. Assessment of capital investment and other measures necessary to:
 - i. Ensure the preservation of the existing metropolitan transportation system, including requirements for operational improvements, resurfacing, restoration, and rehabilitation of existing and future major roadways, as well as operations, maintenance, modernization, and rehabilitation of existing and future transit facilities; and
 - ii. Make the most efficient use of existing transportation facilities and services to relieve vehicular congestion and maximize the mobility of people and goods.

- D. A public process that provides timely information about transportation issues and processes to citizens, affected public agencies, representatives of transportation agency employees, private providers of transportation, other interested parties and segments of the community affected by transportation plans, programs and projects.
- E. A competitive and metric-based process for project prioritization and selection, and performance measurement.
- F. The Long Range Plan must be consistent with the Oregon Transportation System Plan and local TSPs in Oregon as required by the State Agency Coordination rule, OAR 731 Division 015.

2.05 Development of Transportation Improvement Program. The WWVMPO shall develop a six year transportation improvement program that is consistent with the WWVMPO long range transportation plan. The program shall be updated at least every four years. The program shall be approved by the WWVMPO. The program shall include the following:

- A. A prioritized list of proposed projects and project segments, and strategies to be carried out within the first four years after the initial adoption of the transportation improvement program.
- B. A financial plan that demonstrates how the transportation improvement program can be implemented, indicates resources from public and private sources that are reasonably expected to be made available to carry out the program, and identifies innovative financing techniques to finance projects, programs, and strategies including value capture, tolls, and congestion pricing.
- C. A public process that provides citizens, affected agencies, private providers of transportation, and other interested parties with reasonable notice of and an opportunity to comment on a proposed program prior to its adoption by the WWVMPO. The program shall be published or otherwise made available by the WWVMPO for public review.
- D. The Transportation Improvement Program as it affects Oregon must be consistent with the coordination requirements of the State Agency Coordination rule, OAR 731 Division 015.
- E. The Transportation Improvement Program will contain projects from both Oregon and Washington and will be submitted to each state respectively.

2.06 Planning Factors. In developing transportation plans and programs the WWVMPO shall, at a minimum, consider the following:

- A. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- B. Increase the safety and security of the transportation system for motorized and non-motorized users;
- C. Increase the accessibility and mobility options available to people and for freight;

- D. Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- E. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- F. Promote efficient system management and operation; and
- G. Emphasize the preservation of the existing transportation system.

ARTICLE III MANAGEMENT

3.01 Creation of MPO Policy Board:

- A. Membership. Management of the WWVMPO is vested in a Policy Board composed of each Member Agency appointing one (1) representative to serve on the Board and one (1) alternate to serve in the absence of the appointed representative. Representatives and alternates shall be as follows: an elected or officially designated representative of the legislative authority or governing body of Umatilla County, Walla Walla County, the City of College Place, the City of Milton-Freewater, the City of Walla Walla, the Port of Walla Walla, the General Manager of Valley Transit, or his or her designee, and representatives from the ODOT and the WSDOT.
- B. The Board shall meet monthly.
- C. A quorum shall be necessary for the Board to conduct business. A quorum of the Board will occur if a majority of the voting representatives of the Member Agencies is present.
- D. Each Policy Board Member shall be entitled to one vote.
- E. All decisions of the Board shall be by the affirmative vote of not less than a majority of the total members of the Board.

3.02 Authority of the Policy Board. The Board shall have the following authority:

- A. To adopt bylaws, elect officers, enter into contracts, and to apply for and accept grants and other funding proposals on behalf of the WWVMPO. The Policy Board shall also have the authority to create and appoint the members of such committees as may assist WWVMPO planning and programs, including but not limited to a Technical Advisory Committee (TAC) which shall provide the Policy Board with technical advice and recommendations on projects and programs of the MPO.
- B. To appoint WWVMPO staff which may include, but is not limited to, a Director who shall perform those duties assigned by the Board.

C. To develop a Unified Planning Work Program for staffing and operations of the WWVMPO.

D. To develop and approve the annual operating budget for the WWVMPO.

3.03 **Staff.** The Board may staff WWVMPO operations through direct employment of personnel and/or through service contracts with Member Agencies and/or other service providers.

3.04 **Limitations of Authority.** The Board and the WWVMPO shall have all powers permitted by law and necessary to carry out the duties of a MPO; provided that neither the WWVMPO nor the Board shall have the power or authority to (a) incur, issue or assume any debt or obligation for or on behalf of the Member Agencies or (b) exercise any power of Member Agencies, including without limitation police, health and safety, land use planning powers, or (c) make any other decision reserved unto a Member Agency by statute or ordinance, regardless of any other provision of this Agreement.

ARTICLE IV

FUNDING AND BUDGETS

4.01 **Funding.** WWVMPO administration and operations shall be financed through such federal, state, local and/or private funding as may become available and as appropriated therefore by statute, resolution or ordinance.

4.02 **Special Fund.** All revenues of the WWVMPO shall be held in a special fund by the Walla Walla Joint Community Development Agency, designated as the "Walla Walla Valley MPO Board."

4.03 **Budget.** The WWVMPO shall adopt an Annual Operating Budget. A Preliminary Operating Budget request for dues shall be submitted to Member Agencies for consideration in advance of adoption, and no later than September 1st of each calendar year.

4.04 **Dues.** Member agencies dues to cover expenses of the WWVMPO shall be based on the Annual Budget adopted by the Policy Board, and shared equally among the policy board members except that ODOT and WSDOT shall not pay dues. All dues shall become due and payable to the WWVMPO no later than January 31st of each year, recognizing that legislative action of each Member Agency may be required to authorize payment of dues to the WWVMPO.

4.05 **Accounting.** All budgeting, accounting and financial transactions shall be conducted through the lead planning agency (Walla Walla Joint Community Development Agency) in accordance with the budget approved by the MPO Policy Board, applicable federal and state requirements, Generally Accepted Accounting Principles (GAAP), and methods prescribed by the Washington State Budgeting, Accounting and Reporting System (BARS), and the Oregon Secretary of State's audit division standards and Department of Administrative Services rules.

4.06 **Fiscal Year.** The fiscal year of the WWVMPO shall be the calendar year.

4.07 **Records.** Each Member Agency shall have full access to all WWVMPO facilities, operations and records.

4.08 The Board does not have the authority to obligate any of the individual Members to spend their own funds on MPO business. An action by the Board that could impact a Member's funds will be a recommendation that must be ratified by the affected Member, or Members.

4.09 On behalf of the Member Agencies WSDOT shall enter into an agreement with the lead planning agency, Walla Walla Joint Community Development Agency, to perform certain activities as designated herein. The execution of the Interlocal Cooperation Agreement among the Member Agencies shall be deemed ratification by the Member Agencies of the agreement between WSDOT and the Walla Walla Joint Community Development Agency.

ARTICLE V COMMENCEMENT AND TERMINATION OF AGREEMENT

5.01 **Term.** The Term of this Agreement shall be ten (10) years, commencing pursuant to Section 10.06. The Member Agencies agree that this Agreement shall be extended for successive ten (10) year periods until terminated pursuant to Section 5.02, or upon re-designation according to federal law or amended as required by changes in federal law, rule or regulation.

5.02 **Termination.** The Agreement may be terminated by the action of not less than a majority of the total Member Agencies, unless participation is required by federal law.

5.03 **Withdrawal.** Any Member Agency may withdraw and terminate this Agreement to that Member Agency on six (6) months prior written notice to the WWVMPO. A withdrawing Member Agency shall remain liable for its share of the remaining fiscal year's contributions to the WWVMPO annual operating budget.

Note: Since the formation of the MPO is based on the population of the metropolitan planning area, withdrawal by any member could put the existence of the MPO at risk. As a result, the area would likely lose federal funding for transportation projects.

5.04 **Disposition of Assets and Liabilities.** Upon termination of this Agreement, the debts, liabilities and obligations of the WWVMPO shall be paid from WWVMPO assets; provided that individual Member Agencies shall not be liable for WWVMPO debts, liabilities and obligations upon termination. The remaining net assets of the WWVMPO shall be distributed to Member Agencies in proportion to their respective contributions to the WWVMPO, including the contributions of any Member Agency that has withdrawn from the WWVMPO pursuant to section 5.03.

ARTICLE VI INSURANCE

6.01 **Insurance Required.** The WWVMPO shall obtain and maintain insurance policies to address general liability, motor vehicle, property insurance and the like as determined by MPO Policy Board.

6.02 **Policy Provisions.** Limits, deductibles, stop loss provisions, and/or exclusions contained in such policies must be approved by the Board.

6.03 To the extent that the MPO has officers, agents, employees, or contractors who are not officials, employees or agents of the Members Agencies, the MPO must maintain general liability insurance in an amount sufficient to fully indemnify, defend and hold the Members Agencies harmless from any claim made as a result of the actions of those officers, agents, employees or contractors.

6.04 **Named Insureds and Certificate** - Each Member Agency, its departments, elected and appointed officials, employees and agents, shall be included as Named Insureds on such policies. Such policies of insurance shall not be subject to reduction in coverage or cancellation without thirty (30) calendar days prior written notice to both the Board and the individual Members Agencies. The WWVMPO shall provide Certificates of Insurance to each Member Agency as evidence of its compliance with these insurance requirements.

ARTICLE VII CLAIMS AND INDEMNITY

7.01 **Claims.** Claims shall be received, reviewed and investigated by the Board. Uninsured or underinsured claims directly and solely related to WWVMPO operations shall be paid from WWVMPO funds and/or revenues.

7.02 **Indemnity.**

WWVMPO, its successors and assigns, will protect, save, defend and hold harmless the individual Member Agency(ies), its authorized agents, employees, departments, elected and appointed officials from all claims, actions, costs, damages, (both to persons and/or property), loss of use, losses or expenses of any nature whatsoever by reason of the acts, errors or omissions of the WWVMPO, its Board Members, officers and employees arising out of or in connection with any acts or activities related to this Agreement.

This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of a Member Agency(ies), its authorized agents, employees, departments, elected and appointed officials; and provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) a Member Agency(ies), its authorized agents, employees, departments, elected and appointed officials and (b) WWVMPO, its Board Members, officers and employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of WWVMPO, its Board Members, officers and employees.

WAIVER: WWVMPO agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its Board Members, officers employees or agents while performing under this Agreement. For this purpose, WWVMPO, by MUTUAL NEGOTIATION, hereby waives with respect to the Member Agencies only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW and any similar workers compensation provision under Oregon law.

The indemnification and WAIVER provisions contained in this section shall survive the termination or expiration of this Agreement.

7.03 **Limitation of Tort Liability.** Nothing in this agreement shall be construed to increase tort liability that any Member Agency, or the WWVMPO and it Board, would otherwise have under

Washington or Oregon Law. Specifically, all Member Agencies agree that the responsibility of any one Member Agency to defend, indemnify, or hold harmless any other Member Agency or Member Agencies is subject to the limitations of Washington or Oregon Law.

ARTICLE VIII PERFORMANCE OF AGREEMENT

8.01 Compliance with All Laws. Each Member Agency shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

8.02 Maintenance and Audit of Records. The WWVMPO shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by the other Member Agencies or their designees, the Washington State Auditor's Office, the Oregon Secretary of State, and authorized federal agencies. The WWVMPO shall retain all such books, records, documents and other materials for six (6) years following the termination of this Agreement or such longer period as may be required by law.

8.03 Rights in Data and Work Product. All data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials, and other work product which originates from the performance of this Agreement shall be "works for hire" and shall be the joint property of the Agency Members.

8.04 Improper Influence. Each Member Agency agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Member Agency agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

8.05 Conflict of Interest. The elected and appointed officials and employees of the WWVMPO shall not have any personal financial interest, direct or indirect, which gives rise to a conflict of interest as defined by Washington and Oregon law.

ARTICLE IX DISPUTES

9.01 Time. Time is of the essence of this Agreement.

9.02 Conflict. In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington and Oregon case law, statutes and regulations; then

3. The terms and conditions of this Agreement; then
4. The bylaws, policies and procedures approved by the WWVMPO.

9.03 **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Member Agency. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act; occurrence or omission.

9.04 **Compliance Review Process and Corrective Action.** In the event of non-compliance with any term or condition of this Agreement, a Member Agency or the MPO Policy Board may provide written notice of non-compliance to the other Member Agency. The non-compliant Member Agency shall have thirty (30) days from receipt of such written notice to fully implement corrective action and to provide adequate assurances of continuing future compliance; provided that the non-compliant Member Agency shall have only seven (7) business days to demonstrate its compliance and to provide adequate assurances if the non-compliance presents a clear and imminent danger to the health and well-being of the public, a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Agreement, or an imminent loss of federal or state funding of this Agreement.

9.05 **Dispute Resolution.** Disputes regarding this Agreement, the operations of the WWVMPO and WWVMPO adopted policies and procedures, other than those which relate to non-compliance requiring only a seven (7) day notice pursuant to the preceding subparagraph, shall be informally mediated by a panel comprised of an official appointed by the Member Agency requesting mediation, an official selected by the Board, and a third person agreed upon by the two. The panel shall attempt to resolve the dispute between the Member Agencies through discussion and negotiation among the panel members. There shall be no formal presentation of evidence or argument to the panel. Decisions of the panel shall not be binding. All discussions and negotiations among the panel members shall be considered "mediation confidential privileged" to the maximum extent permissible under ORS Chapter 36 and OAR 731-001-720, and other applicable law.

9.06 **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party shall be entitled to recover costs incurred in that action, or proceeding, but shall not be entitled to recover attorney's fees.

9.07 **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. However, all issues of law relating to the governmental authority, and the sovereign and governmental immunities and liabilities of the State of Oregon, acting by and through its Department of Transportation or the City of Milton-Freewater, or Umatilla County, shall be resolved and enforced according to the laws of the State of Oregon, without resort to any jurisdiction's conflict of law rules or doctrines provided that in any legal action or proceeding where WSDOT is a party WSDOT may resort to conflict of law rules or doctrines. Nothing in this Agreement shall be construed as a waiver of the State of Oregon's right to be subject to suit only in the courts of Oregon. Further, the State of Oregon, its Department of Transportation, and their officers, agents and employees shall be subject to no liability or obligation arising out of this Agreement that would not be recognized and enforced against them by the courts of the State of Oregon.

9.08 **Venue; Consent to Jurisdiction.** Any claim, action, suit or proceeding (collectively, "Claim") between the Members (or any other agency or department of the States of Oregon or Washington) that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within either the Circuit Court of Umatilla County for the State of Oregon, or the Superior Court of Walla Walla County for the State of Washington; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within either the United States District Court for the District of Oregon or the United States District Court for the Eastern District of Washington. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

ARTICLE X GENERAL PROVISIONS

10.01 **Assignment.** The Member Agencies may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

10.02 **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Member Agencies to enter into this Agreement.

10.03 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement executed by all Member Agencies and adopted by resolution of each Member Agency's legislative authority or governing body.

10.04 **Invalid Provisions.** If any portion of this Agreement, or its application to any person or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision and the application of this Agreement to other persons or circumstances shall not be affected.

10.05 **Counterparts.** This Agreement may be executed by the Member Agencies using duplicate counterparts.

10.06 **Filing and State Approval.** Pursuant to RCW 39.34.040 this Agreement shall be filed with the County Auditor, and shall be filed with the City Clerk and District Clerk of each respective Member Agency (Washington only) prior to its entry into force. To the extent any state officer or agency has control over the operations which may be the subject of this Agreement, this Agreement shall be submitted to such state officer or agency for approval pursuant to RCW 39.34.050 and to the Oregon Attorney General for review pursuant to ORS 190.430 prior to its entry into force. This Agreement shall commence and be effective upon the last approval and/or filing required or anticipated by this Section.

Adopted: March 18, 2013

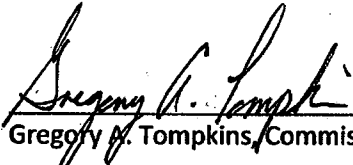
Walla Walla County Board of County Commissioners



Perry L. Dozier, Chair




James K. Johnson, Commissioner



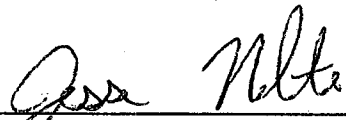
Gregory A. Tompkins, Commissioner

Attest:



Connie R. Vinti, Clerk of the Board

Approved as to form:

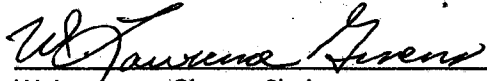


Jesse D. Nolte, Deputy Prosecuting Attorney


Adopted: March 20, 2013

Umatilla County Board of County Commissioners




W. Lawrence Givens, Chair


William J. Elfering, Commissioner

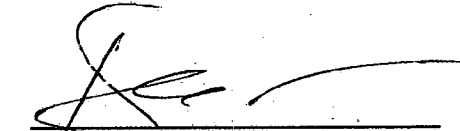

Dennis D. Doherty, Commissioner

Attest:


Records Officer

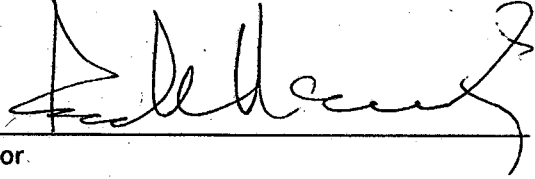


Approved as to form:


County Counsel

Adopted: March 11, 2013
Resolution No. 848

City of College Place



Mayor

Attest:

Patrick M. Reay
City Clerk - City Administrator

Approved as to form:

De BK
City Attorney

Adopted: 3/25/13

City of Milton-Freewater

Lewis S. Key
Mayor, Lewis S. Key

Attest:


Leanne Steadman
City Clerk

Approved as to form:

N/A
City Attorney

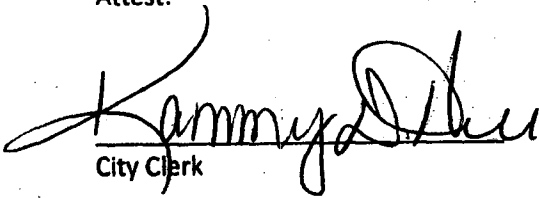
Adopted: 3-13-2013

City of Walla Walla




~~Mayor~~ City Manager

Attest:



City Clerk

Approved as to form:



ASST. City Attorney

Adopted: 7-28-2013

Port of Walla Walla

Paul H. Schneider
Chair

Commissioner

Commissioner

Attest:

James M. Kraft
Clerk of the Board

Approved as to form:

Port Attorney

Adopted: 03/21/2013

Board of Valley Transit

Jerry Summers
Chair

[Signature]
Board Member

[Signature]
Board Member

Attest:

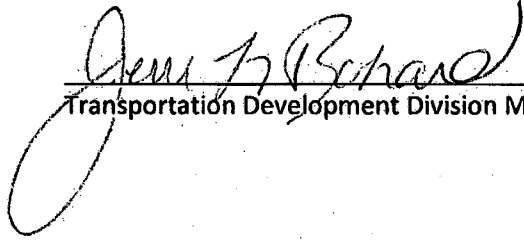
[Signature]
Clerk of the Board

Approved as to form:

[Signature]
Attorney

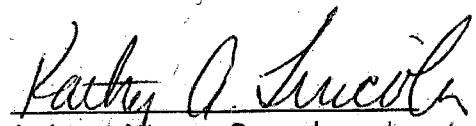
Adopted: _____

Oregon Department of Transportation



Transportation Development Division Manager

Approved for Legal Sufficiency:



Assistant Attorney General 3/15/13

Adopted: _____


Washington State Department of Transportation



Secretary of Transportation

Approved as to form:

Date: March 25, 2013



Assistant Attorney General