

#C-42-2009

COPY

K09-048

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

GRANT COUNTY, WASHINGTON

AND

STEVENS COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Grant County, Washington ("County") and Stevens County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: This Agreement allows the County to purchase Terra Scan system or system software (hereinafter, "the system") using the Request for Proposal No. ATS-2008 let by Stevens County on May 27, 2008 for the same purpose.
2. RESPONSIBILITIES: All responsibilities pursuant to this Agreement shall be the County's; no responsibilities shall accrue to Stevens County.
3. TERM OF AGREEMENT: The term of this Agreement shall be from the date of signing by all parties through December 31, 2009.
4. MANNER OF FINANCING: The County shall pay all costs associated with the acquisition and implementation of the system. No costs shall accrue to Stevens County as a result of any action undertaken by the County pursuant to, or undertaken in response to, the implementation of this Agreement.
5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
  - 5.1 The County's representative shall be Bill Varney, Grant County Auditor.
  - 5.2 Stevens County's representative shall be the Stevens County Auditor's Office, Tim Gray, Auditor.
6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> March Day of ~~February~~, 2009

Government Agency:

Laure Grammer  
Signatory: Laure Grammer, Assessor

3/11/09  
Date

Approve as to Form:

**D. Angus Lee**  
Prosecuting Attorney

D. Angus Lee

Board of Grant County Commissioners

Absent / Excused  
Cindy Carter, Chairman

Melissa McKnight

Attest: Barbara Vasquez

Melissa McKnight

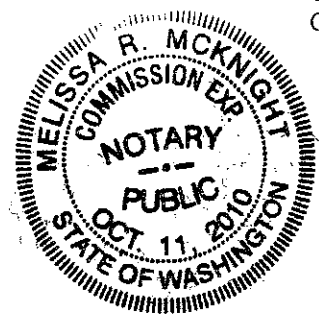
Clerk of the Board

Notary

03.16.09

Richard Stevens  
Richard Stevens, Commissioner

Carolann Swartz  
Carolann Swartz, Commissioner  
Constituting the Board of County Commissioners for Grant County, Washington



IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> March Day of ~~February~~, 2009

Government Agency:

STEVENS COUNTY COMMISSIONERS

Laure Grammer  
Signatory: Laure Grammer, Assessor

Malcolm Friedman  
Malcolm Friedman, Chairman

3/11/09  
Date

Larry Guenther  
Larry Guenther

Merrill J. Ott  
Merrill J. Ott 3-24-09

Approve as to Form:

**D. Angus Lee**  
Prosecuting Attorney

ATTEST: Patricia Coleman  
Clerk of the Board

D. Angus Lee

Board of Grant County Commissioners  
Absent / Excused  
Cindy Carter, Chairman

Melissa McKnight  
Attest: Barbara Vasquez

Richard Stevens  
Richard Stevens, Commissioner

Melissa McKnight  
Clerk of the Board  
Notary  
03.16.09

Carolann Swartz  
Carolann Swartz, Commissioner  
Constituting the Board of County Commissioners for Grant County, Washington

