

#C-129-2009

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
Contract # C20090481
Page 1 of 3

STEVENS COUNTY, WASHINGTON

AND

SKAGIT COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Stevens County, Washington and Skagit County, Washington pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. **PURPOSE.** This Agreement allows Stevens County to purchase Cascade Software Systems, Inc. Cost Accounting System for Public Works (hereinafter, WinCAMS) using the Request for Proposal let by Skagit County for the same purpose.
2. **RESPONSIBILITIES.** All responsibilities pursuant to this Agreement shall be Stevens County; no responsibilities shall accrue to Skagit 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.** Stevens County shall pay all costs associated with the acquisition and implementation of WinCAMS. No costs shall accrue to Skagit County as a result of any action undertaken by Stevens 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. Stevens County representative is Mark Curtis, Information Services Director.
 - 5.2. Skagit County representative is Mike Almvig, Information Services Director.
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. **PURCHASING REQUIREMENTS.** Each party shall contract directly with the bidder, contractor, vendor, supplier or service provider and pay directly in accordance with its own payment procedure for its own purchases. Stevens County takes full responsibility to ensure that procurement of products or services under this agreement complies with their local bid and procurement requirements.

1 original to Information Services

8. 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 either county by reason of entering into this Agreement except as expressly provided herein. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

9. 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.

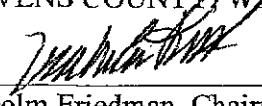
10. CHANGES, MODIFICATIONS, AMMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of the Agreement shall not be considered a waiver of any prior or subsequent breach.

11. 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 the Agreement are declared severable.

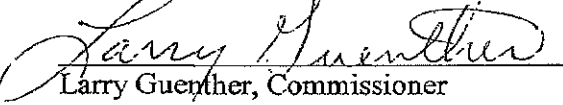
12. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties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

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of August, 2009.

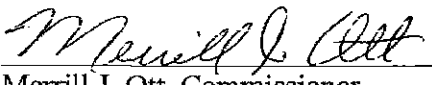
BOARD OF COUNTY COMMISSIONERS
STEVENS COUNTY, WASHINGTON



Malcolm Friedman, Chairman



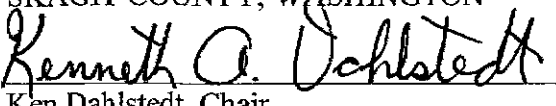
Larry Guenther, Commissioner



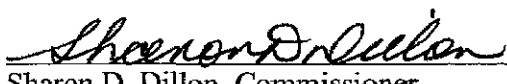
Merrill J. Ott, Commissioner

6-30-09

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Ken Dahlstedt, Chair



Sharon D. Dillon, Commissioner

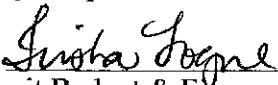


Ron Wesen, Commissioner

Recommended:

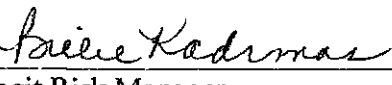
By: 

Skagit Department Head

By: 

Skagit Budget & Finance Director

Approved as to Indemnification:

By: 

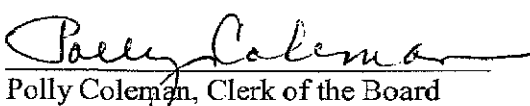
Skagit Risk Manager

Approved as to Form Only:



Lloyd Nickel
Stevens County Deputy Prosecutor

Attest:



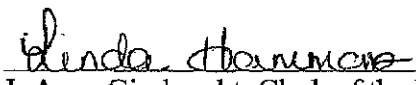
Polly Coleman, Clerk of the Board

Approved as to Form Only:



Skagit Deputy Prosecuting Attorney

Attest:



JoAnne Giesbrecht, Clerk of the Board

#C-137-2009

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BETWEEN

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SKAGIT COUNTY
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STEVENS COUNTY, WASHINGTON

Malcolm Friedman
Malcolm Friedman, Chairman

Larry Guenther
Larry Guenther, Commissioner

Merrill J. Ott
Merrill J. Ott, Commissioner

6-30-09

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ken Dahlstedt
Ken Dahlstedt, Chair

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Recommended:

By: Phil Orr
Skagit Department Head

By: Lisa Joque
Skagit Budget & Finance Director

Approved as to Indemnification:

By: Karen Kademas
Skagit Risk Manager

Approved as to Form Only:

Lloyd Nickel
Lloyd Nickel
Stevens County Deputy Prosecutor

Approved as to Form Only:

Skagit Deputy Prosecuting Attorney
Skagit Deputy Prosecuting Attorney

Attest:

Polly Coleman
Polly Coleman, Clerk of the Board

Attest:

JoAnne Giesbrecht
JoAnne Giesbrecht, Clerk of the Board