

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

LINCOLN COUNTY, WASHINGTON

AND

STEVENS COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Stevens County, Washington ("County") and Lincoln 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 12/31/2009.
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 Shelly Johnston, Lincoln 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.

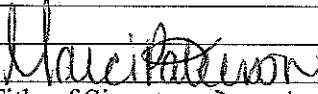

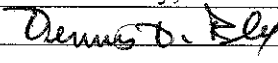
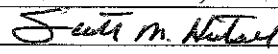
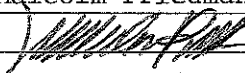
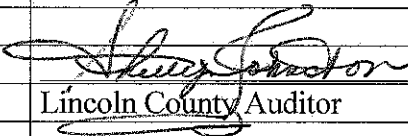
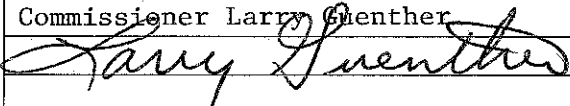

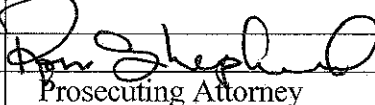
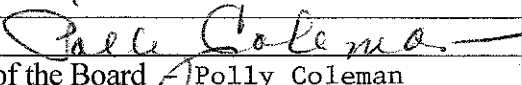
7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other 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		2 <sup>nd</sup>	day of
February		2009	
		APPROVED:	
GOVERNMENT AGENCY:		BOARD OF COUNTY COMMISSIONERS LINCOLN COUNTY, WASHINGTON	
 Title of Signatory <u>Deputy Clerk of the Board</u>		 Ted Hopkins, Member	
2/2/09 (Date)		Dennis D. Bly, Chairman 	
Print Name of Signatory		Scott M. Hutsell, Vice-Chairman 	
Mailing Address: (Street address required in addition to P.O. Box)		Recommended:	
Stevens County Commissioners 215 S. Oak, #214 Colville, WA 99114		By:	
Malcolm Friedman, Chairman 		 Lincoln County Auditor	
Commissioner Larry Guenther 		Approved as to Form:	
Commissioner Merrill Ott Attest: 		By:  Prosecuting Attorney	
 Clerk of the Board Polly Coleman			

2-19-09