

#C - 141-2009

INTERLOCAL COOPERATIVE AGREEMENT

2009 349

BETWEEN

STEVENS COUNTY, WASHINGTON

AND

FRANKLIN COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Stevens County, Washington, with its principal offices at 215 South Oak Street, Colville, WA 99114 and Franklin County, Washington, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, Washington 99301, both political subdivisions of the State of Washington, pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. PURPOSE. This Agreement allows Stevens County to purchase Courthouse Technologies Jury Management System (hereinafter, CHT JMS) using the Request for Proposal let by Franklin County for the same purpose.

2. RESPONSIBILITIES. All responsibilities hereinpursuit to this Agreement shall be that of Stevens County; no responsibilities shall accrue to Franklin County.

3. TERM OF AGREEMENT. The term of this Agreement shall begin onfrom the effective date set forth below and shall continueof signing by all parties through December 31, 2009 unless terminated prior to such date.

4. MANNER OF FINANCIING. Stevens County shall pay all costs associated with the acquisition and implementation of CHT JMS. No costs shall accrue to Franklin 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 in writing.

5.1. Stevens County representative is:

Mark Curtis, Information Services Director.  
Stevens County Information Services Department  
215 South Oak Street  
Colville, WA 99114  
(509) 684-7505

5.2 Franklin County representative is:

Kevin Scott, Information Services Director.  
Franklin County Information Services Department  
1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301  
(509)545-3509

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 and Washington state law, and hereby releases in full Franklin County and its officials, officers, agents, or employees from any and all liability related to negligence or errors or omissions in Franklin County's procurement process.

8. INDEMNIFICATION. Except as set forth in Section 7 herein this Agreement, 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 authorized representatives of 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.

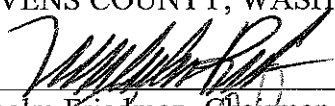
11. NOTICES. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Administration section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

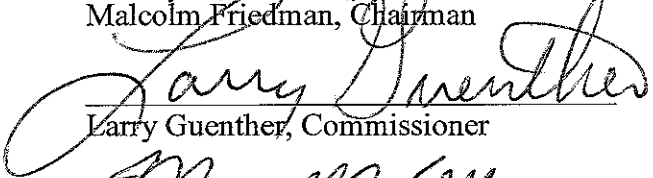
12. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application.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

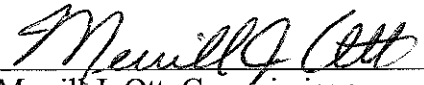
13. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties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

IN WITNESS WHEREOF, the parties have executed this Agreement Effective this 19<sup>th</sup> day of AUG. 2009.

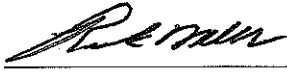
BOARD OF COUNTY COMMISSIONERS  
STEVENS COUNTY, WASHINGTON

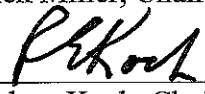
  
\_\_\_\_\_  
Malcolm Friedman, Chairman

  
\_\_\_\_\_  
Larry Guenther, Commissioner

  
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Merrill J. Ott, Commissioner

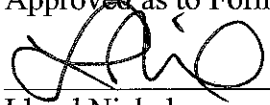
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
\_\_\_\_\_  
Rick Miller, Chairman

  
\_\_\_\_\_  
Robert Koch, Chair Pro Tem

  
\_\_\_\_\_  
Brad Peck, Member


Approved as to Form Only:

  
\_\_\_\_\_  
Lloyd Nickel  
Stevens County Deputy Prosecutor

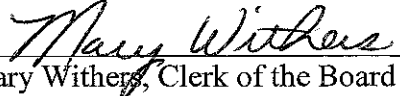
Attest:

  
\_\_\_\_\_  
Polly Coleman, Clerk of the Board

Approved as to Form Only:

  
\_\_\_\_\_  
Franklin Deputy Prosecuting Attorney

Attest:

  
\_\_\_\_\_  
Mary Withers, Clerk of the Board