

#C-101-2010

Return Document to: Board of County Commissioners
Douglas County Courthouse
P.O. Box 747
Waterville, WA 98858

Document Title: Interlocal Cooperative Agreement Re: Cooperative Purchasing

Related documents: N/A

Grantor: Stevens County, Washington

Grantees: Douglas County, Washington

Legal Description: N/A

Parcel Number(s): N/A

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN DOUGLAS COUNTY AND STEVENS COUNTY
RE: COOPERATIVE PURCHASING**

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

1. **PURPOSE:** This Agreement allows the County to Purchase Personnel Data Systems (PDS) Payroll/HR software and/or system software (hereinafter, "the system") using Request For Proposal No. FMS-2008 let by Stevens County on November 17, 2008, for the same purpose.
2. **RESPONSIBILITIES:** All responsibilities pursuant to this Agreement shall be the responsibility of Douglas County. 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 and filing pursuant to RCW Chapter 39.34, through October 15, 2010.
4. **MANNER OF FINANCING:** Douglas 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 Douglas 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.

Douglas County's representative shall be Thad Duvall, Douglas County Auditor.

Stevens County's representative shall be Tim Gray, Stevens County 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 Stevens 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.

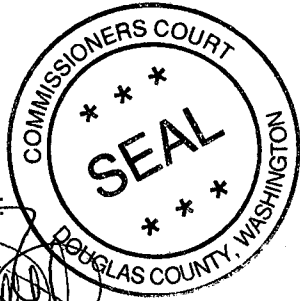
Adopted: 8-31-10

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Chair 

Vice Chair 



Mary Hunt
Commissioner

ATTEST:

[Signature]

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

Prosecuting Attorney

Adopted: 9-7-2010

STEVENS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

[Signature]
Chair

[Signature]
Vice Chair

[Signature]
Commissioner

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney Deputy