INTER-LOCAL AGREEMENT
between
Stevens County and
Pend Oreille County

PURPOSE: This agreement shall provide the governance for the management of the 2017-2019 Washington State Capital Budget award of $1,000,000.00 for a Disaster Response Communications Project, to include how the funds are to be split between the counties, how the award is to be managed and how the equipment and services are to be purchased, distributed and paid for.

DURATION: This agreement shall be valid until January 30, 2020, or until the grant money allocated is hereby exhausted.

FINANCING: Funding for this agreement shall be from the 2017-2019 Washington State Capital Budget award. The $1,000,000.00 award will have a $30,000.00 reduction for the administration of the award by the Washington State Department of Commerce. The remaining $970,000.00 shall be equally split between Stevens County and Pend Oreille County, resulting in individual funding, not to exceed, $485,000.00 each. All purchases, invoice vouchers and reimbursements shall be done by the Stevens County Sheriff’s Office.

PROPERTY: Stevens County owns all property purchased for their benefit or use with their portion of the award. Pend Oreille County owns all property purchased for their benefit or use with their portion of the award.

IT IS MUTUALLY AGREED AS FOLLOWS:

- Administration of the inter-local agreement shall be by Rick Anderson.
- Rick Anderson shall be responsible developing and maintaining a budget for expenditures in coordination with this agreement.
- Joann Boggs / Steve West shall be responsible for the identification of all equipment and services to be purchased for Pend Oreille County’s portion of the award.
- Rick Anderson shall be responsible for the identification of all equipment and services to be purchased for Stevens County’s portion of the award.
- Rick Anderson shall be responsible for the ordering of all equipment under NASPO or equivalent purchasing agreements.
- Joann Boggs / Steve West shall be responsible for receiving and identification of all equipment shipped to Pend Oreille County.
- Rick Anderson shall be responsible for receiving and identification of all equipment shipped to Stevens County.
- Rick Anderson shall be responsible for deliverables and invoicing documents to the Washington State Department of Commerce, including State reimbursement documents.
• Stevens and Pend Oreille Counties will both receive copies of all appropriate documentation including copies of all invoices for their records.

TERMINATION: The agreement may be terminated by either party with 45 day advance written notice in writing to all parties.

POWERS AND RIGHTS: No powers and rights are created other than any specified above.

PROPERTY: All property shall be returned to the county of which the property was purchased for in event of termination or dissolution of this contract.

MODIFICATIONS: Either party may request changes in scope of services, or performance standards. Any and all modifications shall be in writing, signed by each of the parties.

OWNERSHIP OF ITEMS PRODUCED: All writings, programs, data, public records or other materials prepared by the employee, in connection performance of this Agreement shall be the sole and absolute property of the County.

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

WAIVER: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ENTIRE AGREEMENT: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF: The parties have executed this Inter-local Agreement:

STEVENS COUNTY: PEND OREILLE COUNTY:

By: [Signature] [Signature]

Stevens County Commissioner

By: [Signature]

Mike Jones, Vice Chair

Steve Kiss, Chair, Pend Oreille County

Board of Commissioners

Date Signed: 3/20/2018 Date Signed: 3/13/2018

Attest: [Signature] [Signature]

Polly Coleman, Clerk of the Board

Attest: Rhonda Cary, Clerk of the Board