INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

STEVENS COUNTY, WASHINGTON

AND

SKAGIT COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Stevens County, Washington ("Stevens") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: This Agreement allows Stevens County to purchase Tyler Technologies, Inc. Eagle Recorder software (hereinafter, Eagle Recorder) 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, 2018.

4. MANNER OF FINANCING: Stevens County shall pay all costs associated with the acquisition and implementation of Eagle Recorder. 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 shall be Mark Curtis, Information Services Director.
   5.2. Skagit County representative shall be Mike Alnvig, 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. 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.

12. OTHER PROVISIONS: None.

DATED this 24th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
STEVENS COUNTY, WASHINGTON

Wes McCart, Chair

Steve Parker, Commissioner

Don Dashiell, Commissioner

Approved as to Form Only:

Nicholas Force
Stevens County Deputy Prosecutor

Attest:

Polly Coleman
Clerk of the Board

INTERLOCAL AGREEMENT
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DATED this 2 day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

ABSENT

Ron Wesen, Commissioner

For contracts under $5,000:
Authorization per Resolution R20030146

Attest:

Amber Evans
Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director