INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

STEVENS COUNTY, WASHINGTON

AND

GRANT COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Stevens County, Washington ("Stevens") and Grant 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 Credible, Behavioral Health Software (hereinafter, Credible) using the Request for Proposal let by Grant County for the same purpose.

2. RESPONSIBILITIES: All responsibilities pursuant to this Agreement shall be Stevens County; no responsibilities shall accrue to Grant 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 Credible. No costs shall accrue to Grant 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. Grant County representative shall be Darla Boothman, Administrative 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 30th day of October, 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:

Ruffy Coleman
Clerk of the Board
DATED this 10th day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Richard Stevens, Commissioner

Tom Taylor, Commissioner

Cindy Carter, Commissioner

Approved as to Form Only:

Civil Deputy, Prosecuting Attorney

Attest:

Clerk of the Board