

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

#9

RESOLUTION AUTHORIZING
EXECUTION OF GRANT COUNTY
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT WITH
STEVENS COUNTY

RESOLUTION No. 18-101-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, by and through its Board of County Commissioners, and the County of Stevens, municipal corporations created and situated within the State of Washington, are vested with authority to enter into an intergovernmental agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and Stevens County to enter into an intergovernmental agreement for the purpose of contracting for the purchase of goods and services, whether such purchase may be affected by a direct contract between a County and a vendor, when such activities and efforts are determined to be in the mutual best interest of the parties.

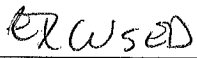
NOW, THEREFORE, BE IT RESOLVED, that the attached Grant County Intergovernmental Cooperative Purchasing Agreement be executed between Grant County and Stevens County.

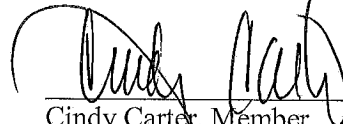
PASSED AND ADOPTED this 8th day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

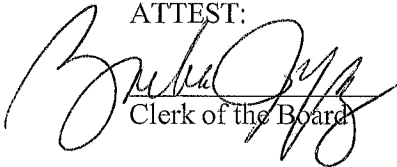
Yea Nay Abstain


Richard Stevens, Chair


Tom Taylor, Vice-Chair


Cindy Carter, Member

ATTEST:


Clerk of the Board

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:


Polly Coleman
Clerk of the Board

DATED this 10th day of OCTOBER, 2018.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Richard Stevens
Richard Stevens, Commissioner

EXCUSED
Tom Taylor, Commissioner

Cindy Carter
Cindy Carter, Commissioner

Approved as to Form Only:

[Signature]
Civil Deputy, Prosecuting Attorney
WSBA 31091

Attest:

[Signature]
Clerk of the Board