

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CHELAN COUNTY, WASHINGTON and
KITITAS COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between Chelan County, Washington (“Chelan”) and Kittitas County, Washington (“County”) pursuant to the authority granted by Chapter 39.33 RCW and Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This Agreement allows the County to purchase a ballot tally system (hereinafter, “system”) using the Request for Proposal let and properly published by Chelan on June 22, 2015, for the same purpose as authorized by RCW 39.34.030(5)(b).

2. **RESPONSIBILITIES:** All responsibilities pursuant to this Agreement shall be the County’s; no responsibilities shall accrue to Chelan.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signing by all parties through December 31, 2017.

4. **MANNER OF FINANCING:** The County shall pay all costs associated with the acquisition and implementation of the system. No costs shall accrue to Chelan as a result of any action undertaken by the County pursuant to, or undertaken in response to, the implementation of this Agreement.

5. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered jointly by Chelan County and Kittitas County. 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 Kittitas County’s representative shall be Jerry Pettit, Kittitas County Auditor, or his designee.

5.2 Chelan County’s representative shall be Skip Moore, Chelan County Auditor, or his designee.

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. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability.

8. **COMPLIANCE WITH LEGAL REQUIREMENTS:** County assumes all responsibility and liability for compliance with federal, state, or local laws and regulations, including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

9. **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 other 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.

10. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: This 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.

11. 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.

12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by this 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.

13. FILING: Executed copies of this Agreement shall be filed as required by RCW 39.34.040.

DATED at Ellensburg, Washington, this ____ day of December, 2016.

BOARD OF KITTITAS COUNTY COMMISSIONERS

OBIE O'BRIEN, Chair

PAUL JEWELL, Vice-Chair

LAURA OSIADACZ, Commissioner

ATTEST:

Julie Kjorsvik, Clerk of the Board

Jerry Pettit, Auditor

DATED at Wenatchee, Washington, this _____ day of December, 2016.

BOARD OF CHELAN COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

ATTEST:

Carlye Baity, Clerk of the Board

Skip Moore, Auditor