

**INTERLOCAL AGREEMENT BETWEEN
STEVENS COUNTY AND LINCOLN COUNTY**

This Interlocal Agreement is entered into between Stevens County, a political subdivision of the state of Washington, hereinafter referred to as "Stevens," and Lincoln County, a political subdivision of the state of Washington, hereinafter referred to as "Lincoln," pursuant to the authority granted by Chapter 39.34 RCW. Together Stevens and Lincoln may be referred to as "Parties" and individually as "Party."

WHEREAS, Stevens is interested in selling to Lincoln and Lincoln is interested in purchasing from Stevens certain items of property from the Stevens County Information Services Department that have been declared surplus by the Stevens County Board of County Commissioners, including, but not limited to Cisco Telephones at \$5.00 each (hereafter called property); and

WHEREAS, the Parties desire to enter into this agreement authorizing the sale and purchase of property between the parties and authorizing the Stevens County Information Services Department to negotiate with Lincoln to determine the exact property to be transferred and the price for the transfer.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefit to be derived by the residents of Stevens County of the benefit of the services to be obtained herein and the benefit to be derived by the residents of Lincoln County, Stevens and Lincoln agree as follows:

1. **PURPOSE.** Lincoln will purchase certain items of property as required from Stevens at a price agreed to between the parties.
2. **DURATION.** This Agreement shall become effective upon the last signature below and will continue until the transaction contemplated herein is completed or until terminated by either party with 30-day advance written notice to the other party. However, the following provisions shall survive termination: 10, 11, 12, 13, and 14.
3. **THE MANNER OF FINANCING.** Lincoln will pay the sum as agreed between Stevens and Lincolns to Stevens within 30 days of receipt of the property being transferred.
4. **TERMINATION.** This Agreement may be terminated for convenience by the terminating party providing 30 days' written notice to the other party.
5. **ADMINISTRATION.** The details of this Agreement will be administered by the Stevens County Information Services Department.
6. **SEPARATE FILE.** During the course of this Agreement, each Party shall maintain a file for each Party's purpose. Each Party may request copies of documents from the other Party's file, which request shall not be unreasonably denied.
7. **NO SEPARATE LEGAL ENTITY.** This Agreement does not create any separate legal entity. For the purposes of this Agreement the details shall be administered by Stevens.
8. **SEPARATE PROPERTY.** Any property created shall remain under the sole ownership of the entity which created the property.

9. **AMENDMENTS.** This Agreement may be amended at any time by written agreement of both parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieve(s) the Purpose described above.

10. **HOLD HARMLESS AND INDEMNITY AGREEMENT.** Each party shall defend, indemnify, and save harmless the other party, its elected and appointed officials, and employees from and against all loss or expense, including but not limited to judgments, settlements, and attorney's fees and costs by reason of any and all claims and demands upon the party, its elected and appointed officials, or employees for damages arising from the acts of the other party, its elected and appointed officials, or employees arising from this Agreement.

11. **SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Agreement for any reason is found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

12. **VENUE AND CHOICE OF LAW.** In the event any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. This Agreement shall be governed by the laws of the State of Washington.

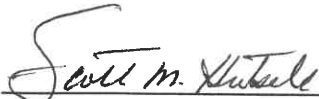
13. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

14. **AUTHORIZATION.** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties have signed this Agreement as shown below.

Lincoln County:

Stevens County:



Scott M. Hutsell, Chairman
Lincoln County Commissioner District #2
Date Signed: November 6, 2023

Mark Burrows, Chairman
Stevens County Commissioner District #2
Date Signed: _____

ATTEST:

ATTEST:



Tara Holden
Clerk of the Board

Jonnie R. Brown
Clerk of the Board

Approved As To Form:



Prosecuting Attorney