

INTERLOCAL AGREEMENT RE: SEWER JET AND TRUCK

THIS AGREEMENT, made and entered into this 19 day of MARCH, 1987, by and between the TOWN OF COULEE DAM and the CITY OF GRAND COULEE, both being municipal corporations of the State of Washington,

WITNESSETH:

WHEREAS, the parties hereto have made a finding that co-ownership of a certain piece of maintenance equipment known as a "sewer jet" would be in the best interest of each town, and

WHEREAS, the parties hereto are both municipal corporations of the State of Washington and are authorized, pursuant to RCW 39.34.010, etc., to enter into this agreement,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The City of Grand Coulee shall prepare the specifications for the desired "sewer jet" equipment and said specifications shall be provided to the Town of Coulee Dam for approval.
2. After the parties have mutually agreed on said specifications, the City of Grand Coulee shall call for bids pursuant to RCW 35.23.352 for the acquisition of said equipment.
3. After reviewing all bids received, the City of Grand Coulee shall accept the lowest responsive bid that meets all specifications and other terms and conditions of said call for bids and applicable State law; provided, however, that said bid shall not be accepted if the Town of Coulee Dam objects to said acceptance.
4. The parties hereto shall each pay one-half of the total acquisition cost of the 'sewer jet' including purchase price, shipping, taxes, cost of publication of call for bids, and any and all other costs and expenses actually incurred in the acquisition of the 'sewer jet'.
5. The parties hereto shall each pay one-half of the total acquisition cost of a truck on which said 'sewer jet' is to be mounted and shall pay one-half of the cost of preparing the truck for the sewer jet.
6. The title to said sewer jet and truck shall be held jointly by the parties hereto as co-owners, and when the sewer jet has been mounted on the truck the unit will be known as and referred to as "equipment" as used hereafter in this agreement.

7. Each party shall keep the equipment fully insured unless the risk manager for either or both parties is able to procure adequate insurance through one party that fully protects the other party's interest and in that event each party shall pay one-half of the cost of such insurance.

8. Operation and maintenance of such equipment shall be controlled and administered by the parties respective superintendent/utility foreman subject to the following:

A. All maintenance of the equipment shall be done in accordance with owner's manual. Maintenance shall be scheduled by the superintendent/utility foreman and payment of all maintenance costs shall be based on the percentage of use by each party as recorded on the hour meters. The hour meter readings shall be recorded on the inventory and check-in/out sheet after each use. Maintenance records shall be kept in the truck showing all services performed on both sewer jet and the truck.

B. The equipment shall be operated only by properly trained personnel per the operator manuals and/or instructions by the parties respective superintendent/utility foreman.

C. The equipment shall at all times be operated in a safe manner with due regard for the protection of the equipment operator and other persons and property.

D. When responsibility for the equipment is transferred from one party to the other, the superintendent/utility foreman shall complete the inventory and check-in/out sheet at the time of transfer.

E. Any items needed to be replaced due to normal wear will be paid by each party depending on the percentage of use.

F. Any loss of tools or damage of equipment, other than normal wear and tear, must be replaced or repaired by the party responsible.

G. If equipment is rented to any other party a trained operator authorized by the superintendent/utility foreman must accompany the equipment. Under no circumstances will the equipment be rented without a trained operator. Rental terms and conditions will be established and agreed upon between the parties hereto prior to renting the equipment to another party.


9. This agreement shall remain in full force and effect during the useful life of subject equipment unless sooner terminated by mutual agreement of the parties.

10. The party using said equipment hereby agrees to indemnify and hold harmless the other party from any loss or damage of any kind or nature that may result from said party's use of the equipment.

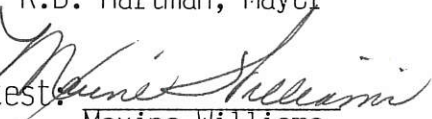
IN WITNESS WHEREOF, this agreement is made and entered into the day and year first above written.

TOWN OF COULEE DAM, a
Municipal Corporation

By:


R.B. Hartman, Mayor

Attest:


Maxine Williams
Town Clerk

CITY OF GRAND COULEE, a
Municipal Corporation

By:


Robert Seiler, Mayor

Attest:


Trish Sieker
City Clerk

AMENDMENT TO INTERLOCAL AGREEMENT RE;
SEWER JET AND TRUCK

THIS AMENDMENT, made and entered into this 25th day of October, 1989, by and between the TOWN OF COULEE DAM, WASHINGTON, and the CITY OF GRAND COULEE, WASHINGTON, both being municipal corporations of the State of Washington,

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Interlocal Agreement in March, 1987, for the joint purchase, ownership, maintenance and operation of a sewer jet and truck, and

WHEREAS, Section 8(G) of the Agreement provides that rental terms and conditions will be established and agreed upon between parties hereto prior to renting the equipment to other governmental agencies, cities, towns or municipal corporations, and

WHEREAS, other governmental agencies, cities, towns or municipal corporations on occasion have requested use of the sewer jet,

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The hourly rental rate for the sewer jet and truck with one trained operator from either the City of Grand Coulee or the Town of Coulee Dam shall be Sixty Five Dollars (\$65.00) per hour. Preparation and cleanup time will be charged at the rate of Sixty Five Dollars (\$65.00) per hour and shall be in addition to the actual time the equipment is used.

2. The city or town handling the rental of the equipment shall be responsible for invoicing and collecting the rental fees from the user and shall remit one half of the rental fee, less operator cost to the other party. Operator costs shall include the hourly rate of the employee, plus all benefits and employer payroll taxes.

3. All other terms and agreements contained in the March, 1987 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

TOWN OF COULEE DAM, WASHINGTON
A Municipal Corporation

By *R. B. Hartman*
R. B. Hartman, Mayor

CITY OF GRAND COULEE, WASHINGTON
A Municipal Corporation

By *Bob Clayton*
Bob Clayton, Mayor

ATTEST:

Maxine Williams
Maxine Williams, Clerk

ATTEST:

Trish Sieker
Trish Sieker, Clerk