

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of MARCH, 1994, by and between the **TOWN OF COULEE DAM**, a municipal corporation of the State of Washington, hereinafter referred to as the "**Town**", and **NESPELEM VALLEY ELECTRIC CO-OP, INC.**, hereinafter referred to as "**Co-op**",

W I T N E S S E T H:

WHEREAS, to achieve efficiency and economy in local government, the Town is desirous of contracting with the Co-op for repair and maintenance necessary on the Town's electrical distribution system; and

WHEREAS, the Co-op has the personnel and equipment capable of handling and efficiently providing such services to the Town; and

WHEREAS, it is necessary and desirable that an agreement be executed for such services,

NOW, THEREFORE, in consideration of the promises and agreement set forth below,

THE PARTIES HERETO AGREE as follows:

1. The Co-op agrees to provide personnel, equipment and materials, if necessary, to accomplish the repair and/or maintenance work on the Town's electrical distribution system as requested by the Mayor and/or the Town's superintendent; *provided, however*, that the Co-op shall have sole discretion on the dispatch of crews and equipment, and in the event of a conflict in scheduling, or a shortage of manpower and/or equipment, the Co-op shall at all times retain priority. The Co-op does agree, however, in the event of an emergency to respond as promptly as possible.

2. The Town agrees to reimburse the Co-op for the cost of the work performed by the Co-op based on the actual cost of labor, equipment, rental and materials used in the repair and maintenance work involved, and the Town agrees that upon receipt from the Co-op of a statement of said costs to pay to the Co-op the amount of said statement within 30 days thereafter.

3. Both parties agree that as between the Town and the Co-op an independent contractor relationship is created by this agreement.


4. The Town shall hold the Co-op harmless from all claims, losses, demands, actions, or causes of action of any nature caused by the acts or neglect of the Town, its officers, agents and/or employees, and the Town agrees to defend at its own expense the Co-op in the event that any action is brought against the Co-op as the result of any act or neglect of the Town, its officers, agents and/or employees because of, or arising out of, the work to be performed under this contract. The Co-op, likewise, will hold the Town harmless from all claims, losses, demands, actions, or causes of action, of any nature whatsoever caused by the acts or neglect of the Co-op, its officers, agents and/or employees, and, further, the Co-op agrees to defend at its own expense the Town in the event that any such action is brought against the Town caused by the acts or neglect of the Co-op, its officers, agents and/or employees.

5. Either party shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 60 days' written notice to the other party of the withdrawing party's intent to terminate and withdraw.

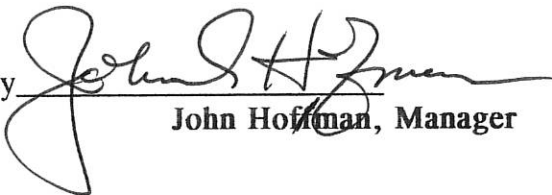
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF COULEE DAM, a municipal corporation:

By 
R. B. Hartman, Mayor

Attest 
Peggy Reinbold, Clerk

NESPELEM VALLEY ELECTRIC CO-OP, INC.:

By 
John Hoffman, Manager