

INTERLOCAL AGREEMENT RE: SEWER CAMERA

THIS AGREEMENT, made and entered into this 8th day of March, 2006, by and between the TOWN OF COULEE DAM and the CITY OF GRAND COULEE, both being municipal corporations of the State of Washington,

WHEREAS, the parties hereto have made a finding that co-ownership of a certain piece of maintenance equipment know as a "sewer camera" 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, to enter into this agreement,

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

1. The Town of Coulee Dam shall prepare the specifications for the desired "sewer camera" equipment and said specifications shall be provided to the City of Grand Coulee for approval.
2. After the parties have mutually agreed on said specifications, the Town of Coulee Dam shall call for bids pursuant to RCW 35.23.352 for the acquisition of said equipment.
3. After reviewing all bids received, the Town of Coulee Dam 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 City of Grand Coulee objects to said acceptance.
4. The parties hereto shall each pay one-half of the total acquisition cost of the "sewer camera" 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 camera".
5. 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.
6. 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 the owner's manual.

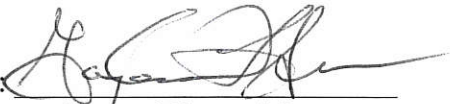
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- B. The equipment shall be operated only by properly trained personnel per the operator manuals and/or instructions by the party's respective superintendent/utility foreman.
 - C. The equipment shall at all times be operated in a safe manner with due regard for the protection of the equipment, operator and other persons and property.
 - D. Any items needed to be replaced due to normal wear will be paid by each party using a 50/50 split.
 - E. Any loss or damage of equipment, other than normal wear and tear, must be replaced or repaired by the responsible party.
 - F. 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.
7. 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.
8. 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,


CITY OF GRAND COULEE

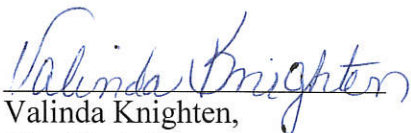
By: 
 Gayland Snow, Mayor

By: 
 Tammara Byers, Mayor

Attested:


Attested:



 Carol Visker,
 Town Clerk/Treasurer


 Valinda Knighten,
 City Clerk/Treasurer

Approved as to form:

Approved as to form:


 Michael D. Howe, Town Attorney


 Wayne Svaren, City Attorney