

**INTERLOCAL AGREEMENT FOR RENTAL OF SEWER JET TRUCK  
BETWEEN THE CITY OF CHEHALIS, WASHINGTON AND THE CITY OF  
CENTRALIA, WASHINGTON**

**THIS AGREEMENT** is made and entered into this 9<sup>th</sup> day of AUG., 2011, by and between the **CITY OF CHEHALIS, WASHINGTON**, a municipal corporation, hereinafter referred to as "Chehalis", and the **CITY OF CENTRALIA, WASHINGTON**, a municipal corporation, hereinafter referred to as "Centralia".

**WITNESSETH:**

**WHEREAS**, Centralia desires to periodically rent a sewer jet truck from Chehalis; and  
**WHEREAS**, Chehalis has a sewer jet truck, also referred to as the Vac-Con, that is available for periodic use by Centralia; and

**WHEREAS**, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

**Purpose:** The purpose of this agreement is to establish mutual aid to Centralia by enabling Centralia to rent equipment owned by the Chehalis.

**Responsibilities of Chehalis:** Chehalis shall have the following duties and responsibilities under this Agreement:

1. Chehalis shall provide a 1992 Vac-Con (without operator) for use by Centralia at the discretion of the Chehalis Wastewater Superintendent and, shall be allowed only if such rental does not interrupt or interfere with Chehalis's regularly scheduled or emergency sanitary sewer or storm sewer maintenance activities.
2. Chehalis will provide the Vac-Con fully fueled and ready for pickup by Centralia at the Chehalis Regional Water Reclamation Facility.
3. Chehalis shall be responsible for all maintenance of the Vac-Con.
4. Chehalis shall invoice Centralia for the use of the Vac-Con on a monthly basis.

**Responsibilities of the Centralia:** Centralia shall have the following duties and responsibilities under this Agreement:

1. Centralia shall schedule with the Chehalis Wastewater Superintendent or Lead Operator for use of the Vac-Con at least 24 hours in advance.

2. Pick up and drop off of the Vac-Con will only be done during the working hours of 8:00 am to 4:30 pm on Monday thru Friday.
3. Centralia shall inspect the Vac-Con upon arrival to ensure it is in a working and safe condition.
4. Centralia shall pay directly to Chehalis \$75.00 per hour as measured by the hour meter located in the truck cab plus a per invoice administrative fee of 5% or \$100, whichever is greater.
5. Centralia shall pay all invoices from Chehalis for the rental of the Vac-Con within thirty (30) days of receipt.
6. Centralia shall be responsible for the cost of repairs for any damage done to the Vac-Con during the time the unit is under the control of the Centralia. Under the control of the Centralia is defined as from the time the Vac-Con is picked up at the Chehalis Regional Water Reclamation Facility by Centralia to the time it is returned to the Chehalis Regional Water Reclamation Facility.
7. Centralia shall return the Vac-Con to Chehalis fully fueled.

**Representation, Warranties, and Indemnities:**

- A. Chehalis represents and warrants to Centralia that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Centralia represents and warrants to Chehalis that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that Centralia agrees to protect, defend, indemnify and hold harmless Chehalis, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by Centralia, except insofar as any obligation or responsibility is imposed upon Chehalis by statute. Centralia has negotiated and expressly waives any immunity that may be granted it under the Washington Industrial Insurance Act.
- D. Chehalis does not warrant the condition of the Vac-Con, which is being rented to Centralia "as is, where is". Chehalis is not obligated to provide the Vac-Con for rental if costs to keep the unit functioning become prohibitive.

**Duration of Agreement.** This Agreement will expire December 31, 2014, unless otherwise terminated.

**Termination of Agreement.** Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

**Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

**No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

**Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Chehalis shall be designated as the Administrator of this Interlocal Agreement.

**Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

**Insurance.** Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

**Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the

interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Lewis County, Washington.

**Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Chehalis: Herta Fairbanks  
Public Works Director  
2007 NE Kresky Ave.  
Chehalis, WA

To Centralia: Kahle Jennings  
Public Works Director  
1100 N Tower Ave.  
Centralia, WA 98531

**Filing of Agreement.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

**Evidence of Authority.** Upon execution of this Agreement, Centralia shall provide Chehalis and Chehalis shall provide Centralia with a copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (Chehalis) and **Exhibit "B"** (Centralia).

**IN WITNESS WHEREOF** said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

**EXECUTED IN DUPLICATE** on the date and year first above written.

**CITY OF CHEHALIS, WASHINGTON**

By: [Signature]  
Name: Glenn Schaffer  
Title: Acting City Manager

Attest:  
Chehalis City Clerk: [Signature]  
Date: 8-11-11

Approved as to form:  
Chehalis City Attorney: [Signature]  
Date: 8/11/11

**CITY OF CENTRALIA, WASHINGTON**

By: [Signature]  
Name: Bob Hill  
Title: City Manager

Attest:  
Centralia City Clerk: [Signature]  
Date: 8/9/11

Approved as to form:  
Centralia City Attorney: [Signature]  
Date: 8/10/11

**RESOLUTION NO. 13-2011**

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF CHEHALIS AND THE CITY OF CENTRALIA FOR  
THE RENTAL OF EQUIPMENT**

**WHEREAS**, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

**WHEREAS**, the city of Centralia desires to periodically rent a sewer jet truck from the city of Chehalis; and

**WHEREAS**, the city of Chehalis has a sewer jet truck that is available for periodic use by the city of Centralia; and

**WHEREAS**, rental of the sewer jet truck will provide benefits to both cities; and

**WHEREAS**, the city of Chehalis and the city of Centralia have agreed to the terms of an Interlocal Agreement, a copy of which is attached hereto.

**NOW THEREFORE**, be it resolved that the Interlocal Agreement between the City of Chehalis and the City of Centralia, as attached hereto, is hereby approved.

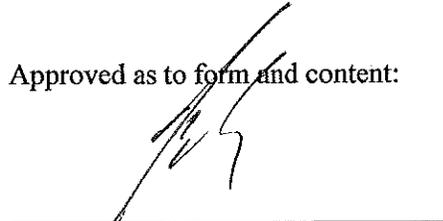
**ADOPTED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 8<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form and content:

  
\_\_\_\_\_  
City Attorney