



Attn: Judy Schave
City Clerk
City of Chehalis
350 N Market Blvd
Chehalis WA 98532

INTERLOCAL AGREEMENT
FOR TRANSFER OF HYCOR FINE SCREEN
BETWEEN
THE CITY OF CHEHALIS, WASHINGTON AND THREE RIVERS REGIONAL
WASTEWATER AUTHORITY

THIS AGREEMENT is made and entered into this 22nd day of September, 2009, by and between the **CITY OF CHEHALIS, WASHINGTON**, a municipal corporation, hereinafter referred to as "Chehalis", and the **THREE RIVERS REGIONAL WASTEWATER AUTHORITY**, a municipal sewer agency, hereinafter referred to as "TRRWA".

WITNESSETH:

WHEREAS, Chehalis is declaring surplus one (1) Hycor Fine Screen, Model DLS500, Serial #0011996, which is not longer needed by Chehalis and which is believed to have a scrap value of approximately \$200.00; and

WHEREAS, the TRRWA is desirous of acquiring the ownership and possession of said equipment being declared as surplus by Chehalis for TRRWA use; and

WHEREAS, it is the desire of Chehalis and the TRRWA to reduce to written agreement the transfer of such equipment pursuant to Chapter 39.34, Revised Code of Washington, which provides for interlocal agreements for public benefit; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:.

Purpose. The purpose of the Agreement is to provide for a definitive agreement



CITY OF CHEHALIS

MISC \$64.00

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regarding the transfer and sale, for the sum of \$200.00, of a surplus fine screen between Chehalis and the TRRWA.

2. Implementation. It is the intent of the parties to this Agreement for Chehalis to transfer such surplus equipment to the TRRWA upon execution of this Agreement.

3. Payment of purchase price: The purchase price of \$200.00 shall be paid to Chehalis by the TRRWA within 30 days after the TRRWA obtains possession of the fine screen.

4. Effective Date. This Agreement shall be effective and enforceable upon its execution.

5. Interagency Cooperation. Chehalis and TRRWA agree that each entity shall act together for the purpose of cooperating in the implementation, facilitation, and other needs necessary to provide for the completion of this Agreement.

6. Obligation of Chehalis. Chehalis shall surplus the fine screen, and transfer the same to TRRWA.

7. Obligation of District. The TRRWA agrees to receive the equipment being surplus as referred to herein.

8. Compliance With Applicable Laws. The parties hereto agree that all applicable laws, ordinances, and resolutions of the state of Washington and each entity shall be followed in the application of this Agreement.

9. Hold Harmless. Each party to this Agreement agrees to hold the other harmless from any and all claims arising out of the transfer, use, and possession of the surplus equipment referred to herein. Chehalis does not warrant the condition of the property, which is being



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transferred to the TRRWA "as is, where is". All responsibility for the maintenance and certification of such equipment falls on the TRRWA.

10. Severability. If any portion of this Agreement is changed, or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

11. Filing With County Auditor. A copy of this Agreement shall be filed with the Lewis County Auditor pursuant to RCW 32.34.040.

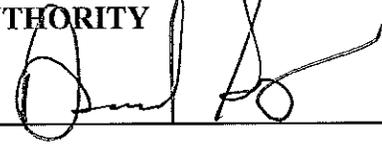
12. Authority to Bind. Each of the parties to this Agreement certifies that the person signing this Agreement has the authority to bind the respective governing body to all of the terms and conditions of this Agreement.

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

CITY OF CHEHALIS, WASHINGTON

THREE RIVERS REGIONAL WASTEWATER AUTHORITY

By 

By  9/09/09

Name: Merlin G. MacReynold

Name: David Sypher

Title: City Manager

Title: TRRWA Chairperson