

# INTERLOCAL AGREEMENT FOR PURCHASE AND USE OF SEWER CAMERA

INTERLOCAL AGREEMENT for the joint purchase and use of a sewer camera by and between:

TOWN OF ROSALIA, a municipal corporation of the State of Washington, hereinafter "ROSALIA,"

and

TOWN OF GARFIELD, a municipal corporation of the State of Washington, hereinafter "GARFIELD."

## PREMISES:

- A. The parties are authorized under RCW Chapter 39.34 to enter into interlocal agreements for cooperation with respect to any power or authority that either may exercise separately.
- B. The parties have jointly purchased a camera system to be used to inspect the internal condition of sewer lines and mains.
- C. The parties now desire to memorialize their agreements to equally share the purchase cost, maintenance, and use of the camera.

Now, therefore, in consideration of these premises, and in and for consideration of the benefits to be derived by each party under the terms of this agreement, it is agreed:

1. **Duration**. This agreement shall remain in full force and effect until it is terminated by either party as provided in Section 7, below.

2. **Purpose**. The purpose of this agreement is to memorialize the parties' agreements to share the use and cost of purchasing and maintaining a Ridgid DVD color monitor, camera, self-leveling reel with 200' of cable, and accessories.

3. **Financing**. The purchase price for the camera system was \$10,639.86, of which each party paid one-half. The parties agree to equally share all maintenance and repair costs to keep the camera system in good operating condition. Each party shall be responsible for developing and maintaining its own budget for its share of such costs.

4. **Administrator**. For the purposes of RCW 39.34.030(4)(a), ROSALIA shall be the administrator responsible for administering the use, maintenance, and repair of the camera system. Use of the camera system shall be shared equally between the parties. The administrator shall coordinate use of the camera system in the case of scheduling conflicts. The administrator shall also arrange for any maintenance or repairs to the camera system, and shall submit cost bills to GARFIELD for its respective share of any maintenance or repair costs.

5. **Use**. Each party shall use the camera system in accordance with the manufacturer's instructions and recommendations. In no event shall either party misuse or abuse the camera system. In the event the system is damaged or lost as the result of improper use or abuse by either party, the party who caused the damage or loss shall pay the cost to repair or replace the system.

6. **Indemnification**. Each party shall hold the other harmless from and indemnify it against any loss, injury, death, or other liability arising out of its use and operation of the camera system, excepting any such loss, injury, death or liability

resulting from the wilful or wanton acts of the other party's officers, officials, or employees acting within the scope of their duties as officers, officials, or employees thereof.

7. **Termination**. If either party defaults as to a material term or condition of this agreement, the other shall have the option of immediately terminating this agreement upon written notice to the other. Otherwise, this agreement may be terminated at anytime upon the mutual, written agreement of the parties, or upon written notice by either party to the other, given not less than 90 days before the termination shall become effective. Upon termination of this agreement, the parties shall dispose of the camera system in such manner as they shall mutually agree. Such disposition may include the sale of the system to either party. If, however, the parties are unable to agree upon the disposition of the camera system, it shall be sold at public auction. In such event, either party shall have the right to be a bidder. The sales proceeds shall be divided equally between the parties.

8. **Notices**. Any notices required under the terms of this agreement shall be in writing and delivered or mailed by first-class mail, postage prepaid, as follows:

**TO ROSALIA:**      Town Clerk  
                            TOWN OF ROSALIA  
                            P.O. Box 277  
                            Rosalia, WA 99170

**TO GARFIELD:**    Town Clerk  
                            TOWN OF GARFIELD  
                            P.O. Box 218  
                            Garfield, WA 99130

9. **Governing Laws**. This agreement shall be construed in accordance with and governed by the Constitution and Laws of the State of Washington.

10. **Amendments**. This agreement may be amended at any time upon the written agreement of the parties.

11. **Severability**. If any one or more provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from this agreement, and the remaining provisions shall continue in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

TOWN OF ROSALIA,

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

TOWN OF GARFIELD,

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk