

INTERLOCAL AGREEMENT FOR USE OF CHIPPER

INTERLOCAL AGREEMENT for the use and rental of a chipper by and between:

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

and

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

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. GARFIELD has purchased a chipper to be used in conjunction with its municipal composting facility.
- C. OAKESDALE desires to use the chipper in conjunction with its municipal composting facility. To defray some of its investment cost in the chipper, GARFIELD is willing to provide the chipper for OAKESDALE's use during periods when the chipper is not being used by GARFIELD, provided OAKESDALE compensates GARFIELD for GARFIELD's investment, repair, and maintenance of the chipper based upon the amount of time the chipper is used by OAKESDALE.

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 as provided in Section 10, below.

2. **Separate Legal or Administrative Agency.** No separate legal or administrative agency is created hereunder.

3. **Purpose.** The purpose of this agreement is to provide OAKESDALE with an affordable method of producing compost, while at the same time allowing GARFIELD to recover some of its investment in the chipper.

4. **Financing.** OAKESDALE shall be fully responsible for financing the cost of its use of the chipper, and GARFIELD will be responsible for the cost of maintaining the chipper in good operating condition.

5. **Administrator.** For the purposes of RCW 39.34.030(4)(a), GARFIELD shall be the administrator responsible for administering the use, maintenance, and repair of the chipper.

6. **Use.** OAKESDALE may request use of the chipper whenever it is not being used by GARFIELD or otherwise unavailable because of scheduling conflicts, repair, or maintenance. OAKESDALE shall be responsible for transporting the chipper to Oakesdale, and returning it to Garfield. The chipper shall be used by OAKESDALE only within its corporate limits, and only for its own municipal purposes by its own employees who are qualified and trained to operate the chipper. The chipper shall be used in accordance with the manufacturer's instructions and recommendations. In no event shall OAKESDALE cause or allow the misuse or abuse of the chipper. Should the chipper be damaged as a result of any misuse or abuse while it is in OAKESDALE's possession, OAKESDALE shall be fully responsible for the cost of any repairs (or replacement of the chipper) resulting from the misuse or abuse. The chipper shall be

returned to GARFIELD in clean condition as soon as OAKESDALE is finished using it, or sooner upon GARFIELD's request.

7. **Maintenance, Repairs, Lubricants and Fuel.** OAKESDALE shall furnish its own fuel for its use of the chipper. GARFIELD shall furnish all lubricants for the operation of the chipper, and shall provide at its own expense all maintenance and repairs of the chipper, excepting maintenance and/or repairs resulting from any misuse or abuse of the chipper while it is in OAKESDALE's possession.

8. **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 chipper, excepting any such loss, injury, death or liability resulting from the negligent, wilful or wanton act of the other party's officers, officials, employees or agents.

9. **Compensation.** As compensation to GARFIELD for OAKESDALE's use of the chipper, OAKESDALE shall pay to GARFIELD the sum of \$20.00 for each hour the chipper is in OAKESDALE's possession. For the purposes of this agreement, OAKESDALE shall be considered to be in possession of the chipper from the time OAKESDALE leaves the chipper's storage area in Garfield, until it is returned to its storage area in Garfield. Such payment shall be due and payable within thirty days after GARFIELD sends its invoice for use of the chipper to OAKESDALE.

10. **Termination.** This agreement shall be terminable at any time by either party, without or without cause, upon written notification to the other. OAKESDALE

shall accrue no interest or property rights in the chipper; the chipper shall remain the exclusive property of GARFIELD.

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

TO GARFIELD: Town Clerk
TOWN OF GARFIELD
W. 405 California Street
P.O. Box 218
Garfield, WA 99130

TO OAKESDALE: Town Clerk
TOWN OF OAKESDALE
105 N. First Street
P.O. Box 246
Oakesdale, WA 99158

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

13. **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 15th day of March, 2010.

TOWN OF GARFIELD,

By: _____
Mayor

Attest: _____
Clerk

TOWN OF OAKESDALE,

By: _____
Mayor

Attest: _____
Clerk