

3.12.00
Entity City of Steilacoom
Service Speed Radar Trailer
Begins 6/15/01
Ends 1 year minimum
Notice _____

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF STEILACOOM
AND THE CITY OF FIRCREST
FOR THE USE AND MAINTENANCE
OF A SPEED RADAR TRAILER**

RES 680

THIS AGREEMENT is entered into this day by and between the **TOWN OF STEILACOOM**, a municipal corporation of the State of Washington and the **CITY OF FIRCREST**, a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.030 authorizes municipal corporations to enter into agreements with one another for joining cooperative action; and

WHEREAS, the parties to this agreement each have the need of the use of a Speed Radar Trailer on a less than full time basis; and

WHEREAS, the parties to this agreement believe it is in the best interest of both to enter into a joint agreement to share the use and expenses related to the use of a *Speed Radar Trailer* on a proportionate basis:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the TOWN OF STEILACOOM and the CITY OF FIRCREST as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to set out the terms and conditions under which the parties will maintain, use and store the *Speed Radar Trailer* for their mutual benefit.

SECTION 2. JOINT MANAGEMENT. The Director of Public Safety of the TOWN OF STEILACOOM and the Chief of Police of the CITY OF FIRCREST will each designate one staff member to manage the joint use and maintenance of the *Speed Radar Trailer* and to be otherwise responsible for this joint undertaking. Among other things, these designees will be responsible for establishing a schedule for the Parties to use the *Speed Radar Trailer*, maintain the trailer, schedule warranty work and other necessary management.

All decisions/actions occurring within the authority of this section shall be made jointly and equally by the designees.

SECTION 3. STORAGE AND MAINTENANCE. The *Speed Radar Trailer* will be stored by the TOWN OF STEILACOOM at its Public Safety Department. The trailer will also be stored by the CITY OF FIRCREST at its Police Department.

Maintenance will be provided mutually by both Parties to keep the equipment in proper working order and on a regular basis as recommended by the manufacturers or as otherwise agreed to by the parties. It is estimated that the annual cost to each party for maintenance will be less than \$100. Each party will pay 50% of the required maintenance.

SECTION 4. USE OF EQUIPMENT. The TOWN OF STEILACOOM and the CITY OF FIRCREST will have the use of the *Speed Radar Trailer* on a 50/50 basis, with the specific schedule to be established and maintained by the joint management designees set out in Section 2 of this Agreement.

SECTION 5. EXPENSES. The TOWN OF STEILACOOM and the CITY OF FIRCREST shall each pay 50% of the expenses related to use and maintenance of the *Speed Radar Trailer*. A simple budget will be prepared to anticipate the expenses regarding use and maintenance. All expenses will be approved by both parties in writing in advance.

SECTION 6. INSURANCE. The *Speed Radar Trailer* will be insured by the CITY OF FIRCREST at all times. The *Speed Radar Trailer* will also be insured by the TOWN OF STEILACOOM at all times.

SECTION 7. DISPOSITION OF PROPERTY. It is understood and agreed that the *Speed Radar Trailer* is owned 50% by the TOWN OF STEILACOOM and 50% by the CITY OF FIRCREST. At such time as may be agreed upon by the parties in writing, the *Speed Radar Trailer* may be sold and the proceeds divided equally between the Parties. One Party may purchase the other's portion of the equipment, and the value of the share to be purchased shall be determined at the time of the sale. Any sale of the equipment will be conducted in a manner consistent with the laws of the State of Washington.

SECTION 8. NON-DISCRIMINATION. The TOWN OF STEILACOOM and the CITY OF FIRCREST certify that they are equal opportunity employers.

SECTION 9. ASSIGNMENT. Neither the TOWN OF STEILACOOM nor the CITY OF FIRCREST shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder for a period of one year without the prior written consent of the other party. After one year, the Parties may assign, sell, transfer their interest upon written consent of the other Party which consent shall not be unreasonably withheld.

SECTION 10. NOTICE. Any formal notice or communication to be given the TOWN OF STEILACOOM or the CITY OF FIRCREST under this agreement shall be deemed properly given if delivered or mailed, postage prepaid and addressed to:

TOWN OF STEILACOOM
ATTN: TOWN ADMINISTRATOR
1030 ROE STREET
STEILACOOM, WA 98388

CITY OF FIRCREST
ATTN: CITY MANAGER
115 RAMSDALL STREET
FIRCREST, WA 98466

SECTION 11. WAIVER. No waiver by either Party of any term or condition of this agreement shall be deemed or construed to constitute a waiver or any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement contains all of the agreement of the Parties with respect to any manner covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 13. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 14. FILING. Copies of this Interlocal Agreement, together with the resolutions of the TOWN OF STEILACOOM and the CITY OF FIRCREST approving and ratifying this Agreement shall be filed with the TOWN OF STEILACOOM Clerk, the CITY OF FIRCREST Clerk and the Pierce County Auditor after execution of the Agreement by both Parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in the Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. HOLD HARMLESS. Each Party agrees to hold the other party harmless for any damages incurred as a result of each Party's use and operation of the equipment.

TOWN OF STEILACOOM

CITY OF FIRCREST

Sandra Valkmer 5/15/01 Susan Clough 6/15/01
Date Date