

INTERLOCAL AGREEMENT FOR EQUIPMENT AND LABOR USE

THIS INTERLOCAL AGREEMENT FOR EQUIPMENT AND LABOR USE ("Agreement"), is entered into by and between the CITY OF QUINCY, a Washington municipal corporation ("Quincy"), and the CITY OF GEORGE, a Washington municipal corporation ("George"). Quincy and George are sometimes individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

I. RECITALS

WHEREAS, Quincy is a larger city than George and has more staff and equipment than George; and

WHEREAS, from time to time, George may desire to use equipment and labor provided by Quincy; and

WHEREAS, the Parties have determined that entering into this Agreement is in the best interest of the health, safety and welfare of the citizens of both cities;

NOW, THEREFORE, the Parties agree as follows:

II. AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein as if set forth in full.
2. Purpose. This purpose of this Agreement is to memorialize the terms and conditions upon which George may from time-to-time use Quincy equipment and labor.
3. Equipment and Labor. From time to time, George may request from Quincy the use of Quincy equipment and/or labor. All such requests shall be made by the George Mayor, or their designee to the Quincy City Administrator or their designee. Quincy may provide the equipment and/or labor requested by George if the equipment and/or labor is available. Requests by George shall be made to Quincy in writing which may be in the form of email communication.
4. Payment for Equipment and Labor. When George requests equipment and/or labor from Quincy and Quincy provides the same, George shall pay Quincy for the equipment and/or labor at the equipment and labor rates identified in the then current Quincy Rates Resolution for the equipment and/or labor requested by George and provided by Quincy to George. Invoices from Quincy for the equipment and/or labor shall be provided to George and George shall pay all invoices within thirty (30) days of receipt of the invoices. Interest on unpaid invoices shall accrue at the rate of eight percent (8%) per annum until paid.
5. Administration. This Agreement shall be administered by the Mayor of George or their designee and by the Administrator of Quincy or their designee.

6. Records. Each Party shall keep and maintain accurate and complete records pertaining to requests for and use of equipment and/or labor pursuant to the terms of this Agreement.
7. No Joint Venture. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other individual or entity. No joint venture or partnership is formed as a result of this Agreement.
8. Equipment Ownership. All equipment of Quincy provided for use by George pursuant to this Agreement, shall at all times remain equipment of Quincy.
9. Employees. Labor provided by Quincy to George shall be provided by employees of Quincy. All employees of Quincy performing services for George pursuant to the terms of this Agreement shall at all times remain employees of Quincy.
10. Damage to Equipment. Any damage to equipment owned by Quincy and caused by George shall be paid for by George.
11. Term and Termination. The term of this Agreement shall be perpetual and may be terminated by either Party upon thirty (30) days advanced written notice to the other Party.
12. Insurance. Each Party shall maintain liability insurance at its sole cost and expense against claims for bodily injury and property damage under policies of general liability insurance with minimum limits of \$1,000,000 for bodily injury and \$1,000,000 for property damage for all incidents arising from the obligations of either Party under this Agreement. In the alternative, either Party may satisfy the requirements of this Section by becoming or remaining a participant in an authorized insurance risk pool in the State of Washington with insurance protection equal to or greater than specified in this Section.
13. Mutual Indemnification. George shall hold harmless and indemnify Quincy, its elected and appointed officials, officers, employees, volunteers and agents, from and against any loss or claim for damages of any nature whatsoever arising out of George's performance of this Agreement. This indemnification includes claims by George's employees. Quincy shall hold harmless and indemnify George, its elected and appointed officials, officers, employees, volunteers and agents, from and against any loss or claim for damages of any nature whatsoever arising out of Quincy's performance of this Agreement. This indemnification includes claims by Quincy's employees.
14. Jurisdiction and Venue. Jurisdiction and venue for any legal action arising out of this Agreement shall be in Grant County Superior Court.
15. Attorney's Fees and Costs. Except as specifically provided with respect to the Mutual Indemnification set forth in this Section 13 in this Agreement, in the event it is necessary for either Party to utilize the services of an attorney for litigation arising out of the existence of this Agreement or to enforce any of the terms of this Agreement, each Party shall pay its own attorney's fees and costs regardless of the outcome of the dispute.

16. Notices. Any notices to be given hereunder by either Party shall be personally delivered during normal business hours or mailed certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed delivered on the third business day following the date of mailing. All notices shall be delivered or mailed to the following addresses:

To QUINCY:

City of Quincy
ATTN: Administrator
104 B Street SW
Quincy, WA 98848

To GEORGE:

City of George
ATTN: Mayor
102 E. Richmond Avenue
George, WA 98824

17. Integration. This Agreement contains the entire understanding of the Parties with respect to the matters identified in this Agreement and no oral or other prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written instrument signed by the Parties.
18. Mutual Negotiation and Drafting. George and Quincy acknowledge that they have each participated in the negotiation and drafting of this Agreement and that this Agreement should not be construed for or against either Party.
19. Photocopies of Signatures Same as Originals. For purposes of this Agreement, photocopies of signatures shall be considered the same as original signatures for all purposes.
20. Effective Date. This Agreement shall be effective following its approval by the legislative bodies of the Parties.
21. Website Posting. The Parties shall post this Agreement on their respective websites.

APPROVED BY THE CITY COUNCIL OF THE
CITY OF QUINCY AT AN OPEN PUBLIC
MEETING THE ____ DAY OF
_____, 2023:

Paul Worley, Mayor

Attest/Authenticated:

Nancy E. Schanze, Finance Officer/
City Clerk

Approved as to form:
OFFICE OF THE CITY ATTORNEY

Danielle R. Marchant, City Attorney

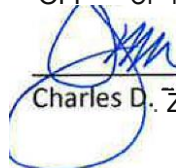
APPROVED BY THE CITY COUNCIL OF THE
CITY OF GEORGE AT AN OPEN PUBLIC
MEETING THE ____ DAY OF
_____, 2023:

Gerene Nelson, Mayor

Attest/Authenticated:

Amy Grace, City Clerk-Treasurer

Approved as to form:
OFFICE OF THE CITY ATTORNEY



Charles D. Zimmerman, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO.: