

INTERLOCAL AGREEMENT
FOR
EQUIPMENT AND SERVICES

This agreement is made pursuant to RCW 39.34.010 between the Port of Ilwaco and the City of Ilwaco, political subdivisions of the State of Washington. Each party owns certain equipment and provides services that may be useful to the other party for public works construction, operations, maintenance and related activities. The parties agree that sharing equipment and services promotes the cost-effective and efficient use of public resources. The parties desire to enter into an agreement to establish procedures for sharing equipment and services, and defining legal relationships and responsibilities. In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

1. The parties may make available to each other vehicles, equipment, machinery, related items and services in the manner and on the terms and conditions provided for herein.
2. Equipment may be provided upon reasonable request at mutually convenient times and locations. The provider retains the right to accept or decline the request.
3. The entity receiving the equipment ("user") shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to use and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. Provider shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representation or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the parties that the provider is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the parties are acting only for their mutual convenience and efficiency.
5. The provider may, in its sole discretion, require that equipment be operated only by provider's personnel. In so doing, provider shall be deemed an independent contractor. The provider shall meet the technical standards of the user, but shall retain full control over the manner and means of using the equipment.
6. User will reimburse provider for equipment and services based on the provider's rates used for its internal financial management of personnel and equipment. Supplies will be charged at provider's cost plus 15% or may be replaced by user. Services or equipment will be invoiced and paid on a project-by-project basis for projects that require over eight hours of equipment use or services. Provider will invoice user and user will make payment within 30 days of receipt of invoice.
7. The parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and

condition of their employer. No user shall be responsible for the direct payment of any salaries, wages, compensation or benefits for providers' workers performing services on behalf of user under this agreement. No user shall be liable for compensating or indemnifying any employee of a provider for any injury or work arising in any way out of work provided pursuant to this Agreement.

8. Each party shall be solely responsible for its own acts, and those of its employees and officers under this Agreement. No party shall be responsible or liable for consequential damages to another party arising out of providing or using equipment or services under this Agreement. Providers requiring that their personnel operate equipment shall, within statutory limits, hold harmless, indemnify and defend the user, its officers, agents and employees from all claims arising solely by reason of any act or failure to act by the provider. Notwithstanding the above, the user shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the provider regarding site conditions or other aspects of the project.

9. Either party may terminate its participation by providing thirty (30) days written notice to the other party. Any amounts due and owing by a terminating party shall continue as a debt and shall be paid within thirty (30) days of termination.

10. Nothing herein shall be deemed to restrict the authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on a specifically identified project.

11. This Agreement shall be effective upon execution by the last signatory.

For the Port of Ilwaco:

Signature

Date

Title

For the City of Ilwaco:

Signature

Date

Title