

RESOLUTION NO. 136

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT JOINT PURCHASE OF A STREET
SWEEPER WITH THE TOWN OF STEILACOOM FOR 1997.

BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY
PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City an Interlocal Agreement with the Town of Steilacoom for the joint purchase of a street sweeper in the period January 1 through December 31, 1997.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON FEBRUARY 3, 1997



Linda Bird, Mayor

ATTEST:



Susan Matthew, City Clerk

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE
AND THE TOWN OF STEILACOOM
FOR THE PURCHASE, USE AND MAINTENANCE
OF A STREET SWEEPER

THIS AGREEMENT is entered into this day by and between the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington and the TOWN OF STEILACOOM, 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 or cooperative action; and

WHEREAS, the parties to this Agreement each have need of the use of street cleaning equipment on a less than full time basis; and

WHEREAS, the parties to this Agreement believe it is in the best interests of both to enter into a joint agreement to purchase and share the use and expenses related to the use of street cleaning equipment on a proportionate basis;

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

SECTION 1. PURPOSE. The purpose of this Agreement is to set out the terms and conditions under which the parties will bid, maintain, use and store street sweeping equipment for their mutual benefit.

SECTION 2. JOINT MANAGEMENT. The Directors of Public Works for the parties will each designate one staff member to manage the joint use and maintenance of the street sweeper 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 equipment, maintain the equipment, schedule of 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. BID AND PURCHASE. All bid documents shall be approved by each entity prior to bidding. Acceptance of bid shall be approved by each entity prior to acceptance. Bidding for the purchase of the street sweeper will be conducted in and by THE CITY OF UNIVERSITY PLACE and will conform to the laws of the State of Washington and usual bid procedures of THE CITY OF UNIVERSITY PLACE.

Acceptance of the approved bid shall be paid two thirds by THE CITY OF UNIVERSITY PLACE and one third by THE TOWN OF STEILACOOM. THE CITY OF UNIVERSITY PLACE shall act as the purchasing agent for street sweeper and bill THE TOWN OF STEILACOOM for its proportionate contribution.

SECTION 4. STORAGE AND MAINTENANCE. The street sweeper will be stored at and by THE TOWN OF STEILACOOM at its Public Works facility, and will permit THE CITY OF UNIVERSITY PLACE access to the street sweeper at all reasonable times.

Maintenance will be provided by the TOWN OF STEILACOOM on an as-needed basis in order to keep the equipment in proper working order and on a regular basis as recommended by the manufacturer or as otherwise agreed to by the parties.

SECTION 5. USE OF EQUIPMENT. THE CITY OF UNIVERSITY PLACE will have the use of the street sweeper two-thirds of the time, the TOWN OF STEILACOOM will have the use of the street sweeper one-third of the time, with the specific schedule to be established and maintained by the joint management designees set out in Section 2 of this agreement. The time-share arrangement as set out herein will be based on the regular forty hour work week, and the same percentage will be applied on an emergency and special occasion basis as determined by the joint management designees.

SECTION 6. EXPENSES. All expenses related to the use and maintenance of the street sweeper will be paid on the same percentage as its use. The CITY OF UNIVERSITY PLACE will pay two-thirds of the expenses, and the TOWN OF STEILACOOM will pay one-third of the expenses. The parties, through their joint management designees, will jointly establish and maintain a budget and schedule of anticipated expenses related to the use and maintenance of the equipment. All expenses in excess of \$250 will be approved by the parties in advance.

SECTION 7. INSURANCE. The street sweeper will be insured at all times. Insurance for the sweeper will be obtained by THE CITY OF UNIVERSITY PLACE, and expense for premiums shall be paid by UNIVERSITY PLACE, which will bill the TOWN OF STEILACOOM for one-third of the cost of the premiums.

SECTION 8. DISPOSITION OF PROPERTY. At such time as may be agreed upon by the parties, the street sweeper may be sold and the proceeds divided between the parties, THE CITY OF UNIVERSITY PLACE receiving two-thirds of the sale proceeds, and the TOWN OF STEILACOOM receiving one-third of the sale proceeds. 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 sale. Any sale of the equipment will be conducted in a manner consistent with the laws of the State of Washington.

SECTION 10. NON-DISCRIMINATION. THE CITY OF UNIVERSITY PLACE and the TOWN OF STEILACOOM certify that they are equal opportunity employers.

SECTION 11. ASSIGNMENT. Neither THE CITY OF UNIVERSITY PLACE nor the TOWN OF STEILACOOM 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 five years without the prior written consent of the other party. After five years the parties may assign, sell, transfer their interest upon written consent of the other party which consent shall not be unreasonably withheld.

SECTION 11. NOTICE. Any formal notice or communication to be given by THE CITY OF UNIVERSITY PLACE to the TOWN OF STEILACOOM under this agreement shall be deemed properly given if delivered or mailed, postage prepaid and addressed to:

TOWN OF STEILACOOM
1715 LAFAYETTE STREET
STEILACOOM, WA. 98388-1327

ATTENTION TOWN ADMINISTRATOR

Any formal notice or communication to be given by the TOWN OF STEILACOOM to THE CITY OF UNIVERSITY PLACE under this agreement shall be deemed properly given if delivered, or mailed postage prepaid and addressed to:

THE CITY OF UNIVERSITY PLACE
P.O. BOX 64289
UNIVERSITY PLACE, WA. 98466

ATTENTION: CITY MANAGER

SECTION 12. WAIVER. No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 13. ENTIRE AGREEMENT. This agreement contains all of the agreement of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 14. 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 15. FILING. Copies of this Interlocal Agreement, together with the resolutions of the CITY OF UNIVERSITY PLACE and the TOWN OF STEILACOOM approving and ratifying this Agreement shall be filed with the CITY OF UNIVERSITY PLACE Clerk, the TOWN OF STEILACOOM Clerk and the Pierce County Auditor after execution of the Agreement by both parties.

SECTION 16. 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 17. 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.

CITY OF UNIVERSITY PLACE

TOWN OF STEILACOOM



ROBERT W. JEAN
CITY MANAGER

2/13/97
DATE



JANDA VOLKMER
MAYOR

1/21/97
DATE