

**INTERLOCAL AGREEMENT
TEMPORARY USE OF AN AMBULANCE**

THIS AGREEMENT IS MADE by and between two fire protection districts, Gig Harbor Fire and Medic One (GHFMO) and Graham Fire and Rescue (GFR), for the temporary use by GFR of an ambulance owned by GHFMO.

WHEREAS, GHFMO has an available Ambulance for temporary loan, conditioned upon cooperation, mutual aid, and reciprocity for such use, should the need ever arise; and

WHEREAS, due to circumstances beyond its control, GFR needs temporary use of an Ambulance, VIN # 1FDXE45F73HA60881, owned by GHFMO (hereinafter referred to as "Ambulance"); and

WHEREAS, fire protection districts may enter into and perform any and all necessary contracts, pursuant to RCW 52.12.021.

NOW THEREFORE BE IT HEREBY AGREED AS FOLLOWS:

1. Authority. This Agreement is entered into pursuant to the authority of RCW 39.34.
2. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which GHFMO will loan the Ambulance to GFR on a temporary basis.
3. Term of Agreement. This Agreement shall be in full force and effect from the date of execution until such time as the Agreement is cancelled or GFR is dissolved.
4. Consideration. The consideration for this Agreement is as follows: GFR agrees that it shall remit a daily payment of \$100.00 to GHFMO for the use of the Ambulance. This daily payment shall be tendered to GHFMO by Enduris Insurance Agency, insurer for GFR.
5. Insurance. GFR shall provide an Automobile Liability Insurance Policy containing a minimum of \$1,000,000.00 per occurrence on the Ambulance during the term of this Agreement.
6. Termination of Agreement. If GHFMO determines that it requires the use of the Ambulance, it may require return of the Ambulance on short notice, terminating this Agreement at its discretion.
7. Good Condition. The parties agree that the Ambulance will be returned to GHFMO in as good condition as it was upon delivery to GFR, except for fair wear and tear. For purposes of this Agreement, "fair wear and tear" shall be defined as deterioration of the Ambulance that would be caused by its ordinary use.
8. Maintenance Costs. GFR agrees to bear any routine maintenance costs to the unit necessarily incurred during the term of this Agreement.
9. Other Costs. The Parties have not identified any other incidental costs of this temporary Agreement, but GHFMO shall have the right to charge any extraordinary costs that might be incurred to GFR.
10. Indemnification and Hold Harmless: GFR shall defend, indemnify and hold harmless GHFMO, their appointed or elected officials, employees, officers, agents, assigns, and volunteers from any and all claims, actions, injuries, damages, losses or suits, including

attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the GFR, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

DATED this 6 day of April, 2016

FOR GHFMO:



John Burgess

FOR GFR:



R. Busby