

INTERLOCAL AGREEMENT FOR TEMPORARY USE OF ROLLING STOCK

THIS AGREEMENT is made between Pierce County Fire District No. 21 ("District 21") and Pierce County Fire District No.18 ("District 18"), both of which are Washington municipal agencies organized under Title 52 RCW. District 21 and District 18 may be referred to as a "Party" to this Agreement and collectively as the "Parties."

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

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between such public municipal agencies;

WHEREAS, at various times, due to circumstances out of either Party's control, one Party to this Agreement may need to borrow rolling stock (fire engines, ambulances, etc.) from the other Party on a temporary or basis; and

WHEREAS, cooperation between the Parties to temporarily loan, when possible, rolling stock between themselves enhances each Party's ability to provide emergency medical and fire response services.

NOW, THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to authorize and establish terms and conditions under which one Party may borrow rolling stock from another Party on a temporary basis as circumstances may warrant.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Fire Chiefs of each district.
3. **SCOPE:** This Agreement shall allow the following activities:
 - A. If either Party determines it needs to temporarily borrow rolling stock (the "Borrowing Party") from the other Party (the "Lending Party"), they may request the same from the Lending Party.
 - B. The Lending Party shall respond to any request from the Borrowing Party in a reasonable amount of time after receiving the request.
 - C. The Lending Party shall be under no obligation to loan any rolling stock to the Borrowing Party by virtue of this Agreement.

- D. If the Lending Party loans rolling stock to the Borrowing Party, the Borrowing Party shall return the rolling stock to Lending Party upon a mutually agreeable date or upon demand from the Lending Party, whichever is sooner.
- E. The Parties agree that the Borrowing Party shall keep all rolling stock in as good of condition as it was upon delivery from the Lending Party, reasonable wear and tear excepted.
- F. The Parties shall ensure that all drivers of any loaned rolling stock shall become and remain qualified, adequately trained, and shall retain their driving privileges at all times that they operate the loaned rolling stock.
- G. Each Party shall at all times be responsible for the cost of insurance and maintenance for its rolling stock, regardless of whether such rolling stock is or has been loaned to the other Party.
4. TERM OF AGREEMENT – TERMINATION: This Agreement shall be in full force and effect from the date of execution through December 31, 2017, but shall automatically renew annually unless otherwise terminated as provided herein. Either Party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other Party, in which case all previously loaned rolling stock shall be returned no later than the termination date.
5. SEPARATE PROPERTY: This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement. All equipment purchased or acquired by a Party to this Agreement and used in common, for purposes of this Agreement, shall be retained by the purchasing Party upon withdrawal from this Agreement.
6. RECORDING: Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Pierce County Auditor immediately after execution by the Parties hereto or posting of such Agreement on either Party's website.
7. CONTACTS FOR THIS AGREEMENT: The Fire Chiefs of District 18 and District 21 shall be the respective contacts for any issues relating to this Agreement.
8. NO THIRD-PARTY BENEFICIARIES: This Agreement shall not be construed to benefit any third-party or otherwise limit the application or protection of the "Public Duty Doctrine" to the District or the Agency. This agreement shall be governed by Washington law.
9. AMENDMENT: No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all Parties, except as provided herein. This Agreement merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the parties.

10. **HOLD HARMLESS:** Each Party agrees to defend, indemnify and to hold harmless the other Party, from all claims, loss or damage, including costs and reasonable attorney fees, resulting from the indemnifying Party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of such Party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services. No Party to this Agreement shall be deemed an agent of any other Party to this Agreement.
11. **WAIVER:** No failure by any of the foregoing Parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
12. **CAPTIONS:** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
13. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. **NEUTRAL AUTHORSHIP:** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

DATED this 28 day of February, 2017.

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 18**



Zane Gibson
Fire Chief

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 21**



Ryan Baskett
Fire Chief