

When-recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA
AND
THURSTON COUNTY FIRE PROTECTION DISTRICT #3
FOR
VEHICLE AND EQUIPMENT SHARING**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract *is* authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and THURSTON COUNTY FIRE PROTECTION DISTRICT #3 (DISTRICT #3) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA and DISTRICT #3 the ability to share vehicles and equipment when necessary for the borrowing party and when feasible for the loaning party, in the spirit of cooperation and mutual aid in advancing their joint interests of protecting the public.

II. Request for Loan of Vehicle and/or Equipment

Either party may make a request to borrow fire department related vehicles and/or equipment from the other party (borrowing party), when appropriate for that party to provide fire protection or emergency medical services, subject to the terms of this Agreement. This Agreement creates no obligation; loaning vehicles and/or equipment is entirely voluntary.

The parties to this Agreement recognize that the responsibility of each party to serve its own jurisdiction. If, during the loan period, the vehicle and/or equipment is needed by the party from whom equipment and/or vehicles have been loaned (loaning party), the borrowing party shall immediately relinquish custody back to the loaning party.

III. Training

The loaning party shall provide training on how to properly use the vehicle and/or equipment by a person qualified to provide such training. Necessary training over one hour in duration will be paid by the borrowing party at the rate of the salary and benefits of the person providing the training.

IV. Transfer of Custody

Transfer of custody occurs when the loaning party relinquishes physical control of the vehicle and/or equipment to the borrowing party.

V. No Representations/Warranties

The loaning party makes no representations or warranties about the vehicle and/or equipment to the borrowing party. The borrowing party is solely responsible for inspecting the vehicle and/or equipment and determining that it is fit for the purpose for which it is to be used.

VI. Routine Maintenance

Loans of up to thirty (30) days in duration: The loaning party will remain responsible for the cost of any routine maintenance of the vehicle and/or equipment during this period.

The borrowing party and loaning party will coordinate to ensure that all necessary maintenance is performed while the vehicle and/or equipment is in the custody of the borrowing party.

Loans of thirty (30) days or more in duration: The borrowing party will be responsible for the cost of any routine maintenance of the vehicle and/or equipment during this period. The

borrowing party and loaning party will coordinate to ensure that all necessary maintenance is performed while the vehicle and/or equipment is in the custody of the borrowing party.

The basis for vehicle service and repair charges shall be as set forth in the current *Interlocal Agreement Between The City of Olympia and Thurston County Fire Protection District #3 For Fire Department Vehicle Repair*.

VII. Expenses Other Than Ordinary Maintenance

A. The borrowing party shall pay reasonably related expenses, other than ordinary maintenance addressed in Section VI, for the use of the loaned vehicle and/or equipment to the loaning party.

B. Upon receipt of a properly detailed invoice for any such expense, payment will be made by the borrowing party to the loaning party within thirty (30) days.

VIII. Indemnification & Insurance

A. DISTRICT #3 agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the use of OLYMPIA's vehicles and/or equipment, except to the extent such injuries and damages are caused by the sole negligence of OLYMPIA.

B. OLYMPIA agrees to defend, indemnify and hold DISTRICT #3, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the use of DISTRICT #3's vehicles and/or equipment, except to the extent such injuries and damages are caused by the sole negligence of DISTRICT #3.

C. Insurance.

Each party agrees that when borrowing the other party's vehicles, the borrowing party shall purchase and maintain automobile liability insurance covering the vehicle at a minimum of \$5,000,000 combined single limit of liability and such insurance shall be primary over loaning party's insurance.

Borrowing party shall also purchase automobile physical damage insurance that includes comprehensive and collision coverage on the vehicle and/or equipment. The borrowing party is solely responsible for any loss or physical damage to the vehicle and/or equipment while in the borrowing party's custody and for any deductible applicable to such loss.

Each party agrees that it shall also have in place Commercial General Liability insurance that shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, and liability assumed under an insured

contract. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate limit.

In lieu of the above referenced forms, the parties may provide evidence of coverage through an insurance pool.

IX. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

X. Duration of Agreement

This Agreement shall be effective for five (5) years from the date of the last authorizing signature affixed hereto, unless otherwise terminated in the manner described under the termination section of this Agreement.

XI. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

XII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and DISTRICT #3, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XIII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Fire Chief

Re: Vehicle/Equipment Loan Agreement Olympia/District 3 PO

Box 1967

Olympia, WA 98507-1967

FIRE DISTRICT #3

Attn: Steve Brooks, Fire Chief

Re: Vehicle/Equipment Loan Agreement Olympia/District 3
1230 Franz Street
Lacey, WA 98503

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVI. Dispute Resolution

In the event of any dispute, the parties shall first attempt to resolve the issues through mediation prior to filing any action in court.

XVII. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

City Manager

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

FIRE DISTRICT #3

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Date: _____

APPROVED AS TO FORM:

District Counsel