

ORIGINAL

NP 2020-07

STATION USE INTERLOCAL

This Agreement is entered into as of this 21st day of September 2020 between the City of Newport, Washington (hereinafter referred to as "City"), and Pend Oreille County Fire Protection District No. 4 (hereinafter referred to as "District").

RECITALS

1. City owns a fire station located at 301 West 2nd Street, Newport, WA 99156 ("Station"). City has determined that one bay of the Station is temporarily surplus to the needs of City; and
2. District has a need for one bay in the Station to house a District Ambulance and associated equipment; and
3. This Agreement is entered into under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

AGREEMENT

1. **Use of Station by District.** City agrees to allow the District the nonexclusive use of one bay in the Station for the following purposes:
 - 1.1. Stationing of a District Ambulance;
 - 1.2. Storing of associated District equipment and supplies;
 - 1.3. Use of parking area adjacent to Station as necessary, provided that such use does not interfere with City's operations; and
 - 1.4. As a response base for responses into District and for mutual aid responses outside of the District.
2. **No Shared Property or Shared Use.** The Parties agree that District's rights are limited to the uses specified in Section 1 of this Agreement and that District has no right to use City property stored in the Station. District agrees that City personnel may move the District apparatus as necessary to allow for Station access, cleaning, maintenance, etc. All property acquired by District related to the use of the Station shall remain the property of District in the event of the termination of this Agreement. All property acquired by City related to the use of the Station shall remain the property of City in the event of the termination of this Agreement. The Station shall remain the sole property of City and this Agreement does not create any ownership interests in the Station by any other entity or individual.
3. **Security and Building Access.** District shall maintain the security of the Station at all times and shall only provide access codes and/or keys to those District personnel with a need to access the Station. Authorized personnel of District shall have access to the Station on a twenty-four (24) hour per day, seven (7) days per week basis. District agrees that if District or District personnel are negligent in the use and occupation of the Station and if such negligence is the cause of damage to

the facility or damage to or loss of City property located in the Station, that District shall be solely responsible for such damages or loss.

4. **Term.** This Agreement shall be effective on the date of mutual execution and shall continue until terminated in accordance with Section 5 herein.
5. **Termination.** Either Party may terminate this Agreement with thirty (30) days written advance notice. In addition, City may terminate this Agreement with seven (7) days written notice in the event District is in breach of any term of this Agreement.
6. **Consideration.** The consideration for this Agreement is the benefit to City of having the District Ambulance in a position to provide a quicker response to mutual aid incidents and District's agreement to indemnify and hold City harmless in the manner specified in Section 7 herein.
7. **Indemnification/Hold Harmless.** District agrees to assume responsibility for all liabilities that occur or arise in any way out of the use of the Station by its elected officials, officers, employees, agents or guests and to save and hold City, its elected officials, employees, and officers harmless from all costs, expenses, losses and damages, including the costs of defense, incurred as a result of any acts or omissions of District, its elected officials, officers, employees, agents or guests during the use of the Station and shared equipment; provided, however, the City shall remain liable for all costs, expenses, losses and damages, including the costs of defense, incurred as a result of the sole negligence of the City, its elected officials, officers, employees and volunteers. For purposes of this indemnification, the City, its elected officials, officers, and employees, shall not be considered to be agents of the District. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES BOTH PARTIES' WAIVER OF IMMUNITY UNDER THE INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. BOTH PARTIES FURTHER ACKNOWLEDGE THAT THE PARTIES HAVE MUTUALLY NEGOTIATED THIS WAIVER.
8. **Insurance.**
 - 8.1. Each Party shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage (including all real and personal property located on or in the Station) arising at the Station or arising out of the Parties' performance of their obligations under this Agreement by its elected officials, officers, employees, and agents. The limit of liability should not be less than one million (\$1,000,000.00) dollars for each occurrence and two million (\$2,000,000.00) dollars aggregate. Participation in a self-insured governmental risk pool will satisfy the insurance requirements herein.
 - 8.2. City shall maintain an insurance policy on the Property in the amount of the replacement cost for damage from fire, earthquake, and other perils.
 - 8.3. District shall be responsible for maintaining its own fire and hazard insurance on District owned personal property located in the Station.

9. Miscellaneous.

9.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.

9.2. Administration. This Agreement shall be administered jointly by the chief officers of the respective Parties.

9.3. Benefits. This Agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

9.4. Assignment. District shall not assign its rights under this Agreement without the prior written consent of City.

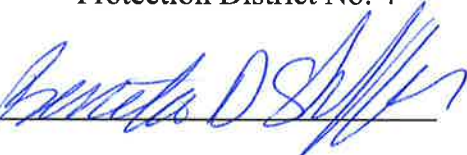
9.5. Entire Agreement/Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the Parties.

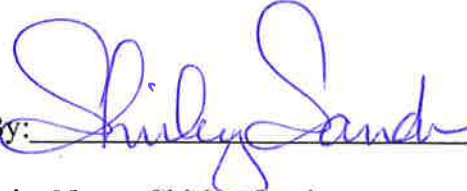
9.6. Publication on Website. This Agreement shall either be filed with the County Auditor or listed on each Party's website in compliance with RCW 39.34.040. The failure to correctly list this Agreement shall not nullify any term of this Agreement.

9.7. Notice. All communications regarding this Agreement shall be sent to the Parties at the Party's regular business address unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by first class or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Pend Oreille County Fire
Protection District No. 4

City of Newport

By: 

By: 

Print Name: Nick Knaack
Fire Chief

Print Name: Shirley Sands
Mayor

DATE: 9-22-2020

DATE: September 21, 2020