

**INTERLOCAL AGREEMENT
BETWEEN
CHELAN COUNTY FIRE PROTECTION DISTRICT #1
AND
CHELAN DOUGLAS HEALTH DISTRICT
FOR
DRIVE-THRU COVID-19 VACCINATION SITE**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 4 day of January, 2021, by and between **CHELAN COUNTY FIRE PROTECTION DISTRICT #1** (the "Fire District") and the **CHELAN DOUGLAS HEALTH DISTRICT** (the "Health District").

I. RECITALS

WHEREAS, the parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery;

WHEREAS, the parties desire for the Health District to utilize property owned by the Fire District at 206 Easy St, Wenatchee, WA 98801 ("Station 11") as a drive-thru COVID-19 vaccination site as provided herein; and

WHEREAS, the parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. TERMS

1. **Term.** This Agreement shall remain in full force and effect until terminated. Either party may terminate this Agreement by providing the other party with seven (7) days' written notice of its intention to terminate.

2. **Drive-In Vaccination Site.** The Fire District hereby grants the Health District a limited, nonexclusive, revocable license (the "License") to use the parking lot of Station 11 (the "Parking Lot") as a drive-thru COVID-19 vaccination site. The Health District accepts the Parking Lot "AS IS," "WHERE IS," and "WITH ALL FAULTS." The Fire District makes no warranties or representations, express or implied, of any kind. The Health District shall be solely responsible for all loss or damages resulting from its use of the License. The Health District shall return the Parking Lot in the same or similar condition upon termination of this Agreement. If any property of the Health District or its invitees is not removed, the Fire District may dispose of it, in which case the Health District shall be liable for all costs incurred by the Fire District.

3. **Indemnification.** The Health District hereby agrees to defend, indemnify, and hold harmless the Fire District, its successors and assigns, and any of its commissioners, employees, agents, volunteers, attorneys, and insurers (collectively, the "Indemnitees") from any demands, claims, suits, judgments, or liability for loss or damage (including, but not limited

to, reasonable attorneys' fees) arising from or related in any way to the License and its use of the Parking Lot.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE HEALTH DISTRICT BY THE FIRE DISTRICT UNDER SUCH INDEMNIFICATION PROVISION, THE HEALTH DISTRICT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

4. **Recording.** A copy of this Agreement shall be filed with the Chelan County Auditor or posted on the website of either party.

5. **Independent Municipal Governments.** The parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Nothing in this Agreement shall be construed to create a joint entity between the parties.

6. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

7. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the parties, 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.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

9. **Entire Agreement.** The entire agreement between the parties hereto with respect to the subject matter of this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**CHELAN COUNTY FIRE
PROTECTION DISTRICT #1**

By: Brian D. Brett
Brian Brett, Fire Chief

CHELAN DOUGLAS HEALTH DISTRICT

By: Cari Hammond
Agency Associate Administrator