

**INTERLOCAL AGREEMENT
BETWEEN
CHELAN COUNTY
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT #1
FOR STORAGE AND USE OF ZODIAC**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 12th day of May, 2021 (the "Effective Date"), by and between **CHELAN COUNTY**, a Washington municipal corporation (the "County"), and **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") (collectively, the "Parties").

I. RECITALS

WHEREAS, the County owns a Zodiac MilPro Grand Raid Series, 15' 5" Inflatable Boat (the "Zodiac"), which is operated by the Chelan County Sheriff's Office.

WHEREAS, the County desires to store the Zodiac with the District at Station 11, which is located at 206 Easy Street, Wenatchee, Washington;

WHEREAS, the District desires to utilize the Zodiac for water rescues and to transport persons who have suffered medical emergencies when the Zodiac is not in use or scheduled for use by the County; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal agreements which 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. Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the County will store the Zodiac at Station 11 and allow the District to use the Zodiac as provided herein.
- 2. Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Either Party may terminate this agreement upon sixty (60) days' written notice to the other Party.
- 3. Storage.** The County may store the Zodiac at its Station 11. The County shall be entitled to remove the Zodiac as needed. The County agrees to bear all risk of loss or damage to the Zodiac while stored at Station 11. The County hereby releases the District, its employees, commissioners, and agents from all claims for loss or damage to the Zodiac, except as expressly provided herein.
- 4. License to Use.** During the term of this Agreement, the County grants to the District the nonexclusive right to use the Zodiac for training, water rescues, and transportation of persons who have suffered medical emergencies when the Zodiac is not in active use or scheduled for

use by the County. The County shall have priority use of the Zodiac and the District acknowledges and understands that its use of the Zodiac shall be secondary to the use by the County. Nothing herein shall guarantee use of the Zodiac at any particular time or date to the District.

5. Consideration. The Parties agree that the District's agreement to store the Zodiac at the District's property is true and full value for the County's grant of a license to use the Zodiac. Accordingly, no monetary consideration is required.

6. Title. Title to the Zodiac shall remain in the County at all times. Nothing herein shall be interpreted to create a joint ownership interest in any property.

7. Maintenance. The County shall be responsible for performing all care and maintenance during the term of this Agreement.

8. Damage During Use. The District shall be liable to the County for all costs incurred by the County in the event the Zodiac is destroyed or damaged as a result of the District's use during the term of this Agreement.

9. Pickup and Return. The District shall be responsible, at its sole expense, for picking up the Zodiac and returning it to the same location for each use unless otherwise agreed upon by the Parties. The Zodiac will be returned to Station 11 refueled and in the same condition that it was in before it was used, normal wear and tear excepted.

10. Insurance. The County and the District agree to maintain adequate insurance or self-insurance to cover any and all claims, losses, damages, judgments or liabilities of whatever nature arising from their own acts, omissions or performance under this Agreement or those of their officials, officers, employees or agents.

11. Hold Harmless. Each Party promises to defend, indemnify, and hold harmless the other Party, its officers, agents, and employees, from any loss, claim or liability of any kind or nature arising from or out of the negligent or tortious performance of the indemnifying Party under this Agreement. To the limited extent necessary to effectuate this indemnity, the Parties waive any immunity which they may have under Title 51 RCW.

12. Notices. All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid upon deposit in the United States mail and mailed to the Parties at the following addresses:

The County: Chelan County Sheriff's Office
ATTN: Sheriff
401 Washington St, #101
Wenatchee, WA 98801

The District: Chelan County Fire Protection District No. 1
ATTN: Fire Chief
731 N. Wenatchee Avenue
PO Box 2106
Wenatchee, WA 98807

The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

13. Recording. A copy of this Agreement shall be filed with the Chelan County Auditor or posted on the website of either Party prior to the District taking possession of the Zodiac.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the District and the County.

15. Governing Law. This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Chelan County Superior Court. The Parties expressly waive their right to a jury.

16. Waiver. No waiver of any provision of this Agreement by either Party shall under any circumstance constitute or be deemed a waiver of any subsequent breach of the same or any other provision or requirement.

17. 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.

18. 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.

19. Entire Agreement. The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the dates set forth below.

**CHELAN COUNTY FIRE PROTECTION
DISTRICT #1**

CHELAN COUNTY

Brian Brett
Brian Brett, Fire Chief

Brian Burnett
Brian Burnett, Sheriff

Date: May 12, 2021

Date: 7/27/2021

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