



**East County Fire and Rescue
Silver Star Search and Rescue
Site Co-Location Agreement**



This agreement by and between East County Fire and Rescue, a fire protection district established under the provisions of the Revised Code of Washington (RCW) 52 Fire Protection Districts, hereinafter referred to as "the district" or "ECFR" and Silver Star Search and Rescue, an Internal Revenue Service IRS 501(c)(3), not-for-profit charitable organization, hereinafter referred to as "Silver Star SAR", collectively referred to as "the parties" is effective on October 3, 2023.

WHEREAS, the district owns land and a fire station located at 4909 NE 292nd Avenue in Camas, Washington, hereinafter referred to as "Station 92" or "Premises" and legally described in the attached Exhibit A; and

WHEREAS, Silver Star SAR wishes to obtain non-exclusive use of certain portions of Station 92 for storage of search and rescue vehicles and equipment. and

WHEREAS, the district and Silver Star SAR have mutual interests in response to emergency incidents requiring technical rescue capability with the district's borders and adjacent unprotected lands, and

WHEREAS, co-location of Silver Star SAR resources at a district facility, and collaborative rescue training improves the district's technical rescue response capability;

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the parties agree as follows.

1. Entire Agreement

This agreement contains the terms and conditions under which Silver Star SAR may use the property and facilities of the district at Station 92.

2. Use

Station 92 and its grounds may be used by Silver Star SAR for storage of search and rescue vehicles and equipment and to conduct training and meetings within the limits of this facility and its grounds (e.g., no potable water or bathroom facilities).

Nothing in this agreement will limit the rights of the district to use Station 92 and its grounds for fire district purposes, which are the primary purpose of this facility.

Silver Star SAR may not modify the facility or its grounds without the express and advance approval of the district. Should Silver Star SAR wish to make improvements of the facility, they will be responsible for any engineering, permits, and costs of such modifications. Approved modifications to the facility do not create any property interest in Station 92 or its grounds on the part of Silver Star SAR.

3. Term

The initial term of this agreement is for two years commencing on the effective date. The agreement will automatically renew for one year terms unless and until either the district or Silver Star SAR provides written notice not to renew prior to the end of the then current term. Should Silver Star SAR choose not to renew the agreement, they shall be responsible for removal of all vehicles and equipment by the end of the initial or renewal term, as applicable.

4. Termination

The district maintains the right to terminate this agreement and Silver Star SAR's right to use the district's facilities within sixty (60) days written notice if Silver Star SAR's use of the facility interferes with necessary use of the facility by the district (as determined in the sole discretion of the district) or should Silver Star SAR fail to comply with the terms of this agreement.

Written notice specified in this section of the agreement shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

Termination under this section shall be in addition to and not in limitation of any other remedy at law or in equity. Termination shall not release a party from any liability or obligation with respect to any matter occurring prior to such termination.

5. Fees

Silver Star SAR shall be responsible for payment of the electrical utility charges for Station 92. The district will invoice Silver Star SAR for utility payments on a monthly basis. Payment is due within 30 days.

Silver Star SAR shall be responsible for payment of the annual service expense for maintaining the overhead doors in the apparatus storage area. The district will invoice Silver Star SAR upon completion of annual service.

Leasehold Excise Tax. Unless Silver Star SAR is exempt from the Leasehold Excise Tax established under Chapter 82.29A RCW, Silver Star SAR, shall pay, in addition to the utilities and overhead door expense, and at the same time as those payments are made, the leasehold excise tax at the rate established by the Department of Revenue (currently 12.84% of the utility and overhead door payment)

6. Facility Maintenance

Silver Star SAR shall be responsible for routine and general upkeep and maintenance of the facility and grounds at Station 92. General upkeep and maintenance includes grounds keeping and cleanliness of the facility.

7. Access to the Site

Silver Star SAR will be provided with 24-hour access to the facilities at Station 92.

8. Insurance/Indemnification

Insurance. The parties hereto agree that District shall not be responsible to Silver Star SAR for any property loss or damage done to Silver Star SAR's personal property, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be Silver Star SAR's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of District, Silver Star SAR, a third party or act of nature.

Silver Star SAR's Insurance. Silver Star SAR shall procure and maintain a comprehensive general liability policy covering all claims for personal injury arising on or about the Premises or arising out of Silver Star SAR's use of the Premises. The limits of liability shall be not less than \$1,000,000 for each occurrence and \$2,000,0000 in the aggregate. The foregoing insurance policy shall name ECFR as an additional insured. Silver Star SAR shall be responsible for maintaining its own fire and hazard insurance on Silver Star SAR owned personal property and leasehold improvements placed on the Premises by the Silver Star SAR.

District's Insurance. During the term of this Lease and any extension thereof, the District shall maintain an insurance policy on the Property in the amount of the replacement cost, for damage from fire and other perils. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property owned by the District.

Silver Star SAR shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the its own vehicles and equipment, unless destruction or damage is caused by an act of negligence related to the district's activities at the fire station.

Indemnification. Silver Star SAR and its successors and assigns agree that it will indemnify, defend and hold District harmless from and against any and all liability, damages, penalties or judgments (including without limitations, attorneys fees) for injury to persons or property sustained by anyone in conjunction with the use of the Premises resulting from any acts or acts of omission or commission of Silver Star SAR, or Silver Star SAR's officers, agents, employees, contractors, assignees, licensees and invitees. Silver Star SAR shall, at its sole cost and expense, defend against any and all such claims, suits or actions (whether just or unjust) which may be brought against District because of any such above-mentioned actions. District shall not be responsible or liable for any damage to any of Silver Star SAR's property, equipment, materials or supplies located on the Property or for any injury to any person or persons, at any time relating to Silver Star SAR's use of the Property, including any injury to any of Silver Star SAR's officers, agents, employees, contractors, assignees licensees and invitees, except as may result from the sole negligence of District or District's officers and employees.

9. Representations and Covenants

Each party mutually represents and warrants to the other:

That it has the full right, power, and authority to enter into this agreement.

That entering into this agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said party is bound.

Silver Star SAR shall not, without District's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Property. Provided, however, the District recognizes and consents to the storage of fuel and lubricants contained within Silver Star SAR's equipment and vehicles stored in Station 92 and on the grounds.

10. Notices and Other Communications

Any notice, request, approval, consent, instruction, direction or other communication given by either Licensor or Licensee to the other under this Agreement shall be in writing and shall be delivered by both first-class mail and electronic mail to the individuals denoted below, unless otherwise directed in writing, at the addresses provided:

For the East County Fire and Rescue

East County Fire and Rescue
Attention: Fire Chief Ed Hartin
600 NE 267th Ave.
Camas, WA 98607
(360) 834-4908

ehartin@ecfr.us

For Silver Star Search and Rescue

Silver Star Search and Rescue
Attention Board President Wade Oxford
P.O. Box 443
Washougal, WA 98671

president@silverstarsar.org

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice deemed received one (1) business day following deposit with reliable courier, etc.

10. Governing Law and Venue

This Agreement shall be construed under the laws of the State of Washington. The venue for any legal action commenced to enforce any provision of this Agreement shall be Clark County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington.

11. Force Majeure

If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

12. Timely Response

Each Party shall take such prompt action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation of continuing performance of this Agreement.

13. Signature

IN WITNESS WHEREOF, the parties have executed this agreement on Oct. 03, 2023.

For the East County Fire and Rescue

By: Martha Martin

Martha Martin, Board Chairperson

For Silver Star Search and Rescue

By: Wade Oxford

Wade Oxford, President