

STATION USE INTERLOCAL

This agreement is entered into as of this 15th day of NOVEMBER, 2010 between East County Fire & Rescue "ECFR", and the City of Washougal referred to as "City".

RECITALS

- 1.E CFR owns a fire station located at 211 39th Street, Washougal, WA 98671 "Station."
- 2.T he City has a need for space in the Station to house a City of Camas Ambulance and Crew and to house a City Fire Engine.
- 3.T his agreement is entered into by the City under the authority of RCW 35A.11.040, the ECFR 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 Washougal.** ECFR agrees to allow the City the nonexclusive use of the Station for the following purposes:
 - 1.1. Stationing of a City of Camas Ambulance and Crew;
 - 1.2. Stationing of a City of Washougal Fire Engine;
 - 1.3. Use of public meeting room as scheduled through ECFR; and
 - 1.4. As a response base for responses into to the City of Washougal and for mutual and automatic aid responses outside of the City.
- 2.**Use of Station by ECFR.** ECFR shall continue to use the Station for the following purposes:
 - 2.1. Stationing of Water Tender;
 - 2.2. Maintenance of a computer/internet access for NIFRS purposes;
 - 2.3. Use of Public Meeting Room; and
 - 2.4. As a response base for responses into ECFR and for mutual and automatic aid responses outside of the fire district.
- 3.**Shared Use of Engine, Equipment and Supplies.** The parties agree that properly trained and qualified personnel of both ECFR and the City shall have use of the City's Fire Engine and ECFR's Water Tender housed at the Station. In addition, the equipment and supplies listed on the attached EXHIBIT A are owned by ECFR but shall be available for use by both the City and ECFR.

4. Mutual Cooperation and Respect. Each party shall require all personnel using the station to be respectful of each party's personnel and to create a welcoming and mutually respectful relationship between the various users of the Station.

5. Priority of Use of Station, Engine and Equipment. The Station shall be available for use by ECFR, the City and the City of Camas units placed in the Station. In the event of the need for simultaneous use arises, priority shall be given to emergency uses directly related to threats to life, safety and property. In the event of conflicting emergency uses ECFR shall have the sole discretion to determine the priority of use of its Station and Water Tender. The City shall have the sole discretion to determine the priority of use of its Fire Engine. Jointly staffed operations using the shared Equipment shall be permitted only under written procedures jointly adopted by the fire Chiefs of the City and ECFR.

6. Term. This Agreement shall be effective on the date of mutual execution and shall continue until terminated in accordance with paragraph 7.

7. Termination. Either party may terminate this agreement with 6 months written advance notice. In addition ECFR may terminate this Agreement with seven days written notice in the event the City is in breach of any term of this Agreement. In the event of a termination for breach, the City shall have thirty days from receipt of the notice to cure the breach, if the breach cannot reasonably be cured within such period, the City shall not be deemed to be in breach if within this period it commences to cure and then diligently completes such curing.

8. Consideration. In consideration for the use of the Station, the City shall provide the following:

8.1. The City shall pay for all utilities.

8.2. The City shall install a sign on the front of the Station identifying ECFR, Washougal Fire Department and Camas Fire Department as joint users of the Station.

8.3. The City shall maintain the landscaping and grounds including:

8.3.1. Lawn mowed at least weekly during growing season

8.3.2. Lawn edged at least monthly during growing season

8.3.3. Shrubs and trees trimmed at least twice annually

8.3.4. All four sides of grounds maintained

8.3.5. Fresh bark dust annually

8.3.6. Parking lot washed quarterly

8.4. The City shall replace the Flags at least annually

8.5. The City shall lower/raise the Flags to fulfill Governor requests

8.6. The City shall maintain and repair, when needed the Flag pole light(s).

8.7. The City shall be solely responsible for regular station cleaning and minor maintenance including but not limited to, monthly GI of kitchen, semi-annual carpet cleaning, annual resealing of shower grout, etc.

8.8. The City shall contribute annually in January of each year, \$2,500 into ECFR's Station capital fund to maintain the Station. This amount will be adjusted by mutual agreement of the parties on an annual basis. In the event this Agreement is terminated in the middle of the year, the capital fund contribution will be prorated.

9. Property ownership. All property acquired by the City related to the use of the Station shall remain the property of the City in the event of the termination of this agreement. All property acquired by ECFR related to the use of the Station, shall remain the property of ECFR in the event of the termination of this agreement. The Station shall remain the sole property of ECFR and this Agreement does not create any ownership interests in the Station by any other entity or individual.

10. Maintenance and Repairs.

10.1. The City shall perform a walkthrough of the Station within 30 days of the effective date of this Agreement to document existing condition of the Station. City shall, at the City's sole expense, keep the interior and exterior of the Station in as good order and repair as it is at the date of the commencement of this Agreement, reasonable wear and tear and damage by accidental fire or other casualty excepted.

10.2. In the event the actions of an ECFR official or employee damages the Station, ECFR shall be responsible for the cost of repairing such damage.

10.3. The City shall be liable for any damage to the Station caused by the City, its officers, employees, agents (including Camas personnel) acts or neglect other than normal wear and tear. City shall also be liable for any damage to the Station that City permits to be caused by a City invitee, licensee, or any person acting under City's control.

10.4. City shall immediately notify ECFR of needed repairs of the Station by sending written notice to ECFR and by calling the ECFR duty chief at 360-834-4908 or such other number provided by ECFR.

10.5. ECFR shall inspect the Station quarterly to identify any maintenance or repair required under this Agreement.

10.6. In the event the Station requires major capital repairs or improvements (costs exceeding \$5,000.00) to allow for the City's continued use of the Station, ECFR shall have sole discretion as to whether such repairs or improvements will be made. In the event ECFR determines, for any reason, not to make the major repairs or improvements, either party may terminate the Agreement with 30 days advance written notice.

11. Alterations. No alteration, addition or improvement to the Station shall be made by the City

without the written consent of the ECFR. Any alteration, addition or improvement made by the City after such consent shall have been given, and any fixtures installed as part thereof, shall at ECFR's option become the property of ECFR upon the expiration or sooner termination of this Agreement; provided, however, that the ECFR shall have the right to require the City to remove such fixtures and to restore the Station to its original condition at the City's cost upon such termination of this Agreement.

12. Indemnification/Hold Harmless.

12.1.The City agrees to assume responsibility for all liabilities that occur or arise in any way out of the use of the Station and shared equipment by the City, its elected officials, officers, employees and agents (including Camas personnel) and to save and hold ECFR, 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 the City, its elected officials, officers, employees, agents (including Camas personnel) or guests during the use of the Station and shared equipment. For purposes of this indemnification, ECFR, its elected officials, officers and employees, shall not be considered to be agents of the City.

12.2. ECFR agrees to assume responsibility for all liabilities that occur or arise in any way out of the use of the Station and shared equipment by ECFR, its elected officials, officers, employees and agents and to save and hold the 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 ECFR, its elected officials, officers, employees, agents or guests during the use of the Station and shared equipment. For purposes of this indemnification the City, its elected officials, officers and employees, shall not be considered to be agents of ECFR.

12.3.IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER THE INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS MUTUALLY NEGOTIATED THIS WAIVER.

13. Insurance.

13.1.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 (including, for the City, Camas personnel). 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.

13.2.Participation in a self insured governmental risk pool will satisfy the insurance requirements herein. Proof of the City's insurance coverage shall be available to ECFR by looking at the coverage documents provided by Washington Cities Insurance Authority (WCIA) on the WCIA website.

13.3. ECFR shall maintain property insurance on the Station.

14. Miscellaneous.

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

14.2. 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.

14.3. Publication on Website. Upon execution hereof, this Agreement shall be 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.

14.4. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, 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.

14.5. Authorization. Each Party does hereby represent and warrant to the other that it is duly authorized to enter into and to carry out the terms of this Agreement.

14.6. Administration. To carry out the purposes of this Agreement, a two-person committee is hereby created to administer this Agreement ("Committee"). The Committee shall consist of the Fire Chief of ECFR and the City of Washougal Fire Chief or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and ECFR pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. In the event of a dispute regarding the interpretation or application of the Agreement, the Committee shall attempt to resolve the dispute. In the event the Committee cannot resolve the dispute, the Committee shall refer the dispute to the City Mayor and the Chair of the ECFR Board of Commissioners. In the event the Mayor and Chair cannot resolve the dispute, the dispute shall be resolved in accordance with Paragraph 14.7.

14.7. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties or the Committee are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement in accordance with Paragraph 14.6, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Clark County Superior Court, Clark County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this

Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement

14.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

14.9. Municipal Authorization. This Agreement shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each party.

The Parties hereby execute this Agreement as of the day and year first set forth above.

ECFR

CITY:

East County Fire & Rescue

City of Washougal

By: *Gary L. Larson*

By: *[Signature]*

Print Name: Gary L. Larson
Its Commissioner (Eh. Chair)

Print Name: SEAN GUARD
Its MAYOR

DATE: December 7, 2010

DATE: NOVEMBER 15, 2010

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

East County Fire and Rescue
600 NE 267th Avenue
Camas, WA 98607



CITY OF WASHOUGAL
1701 C STREET
WASHOUGAL, WA 98671

(360) 834-4908 (telephone)
(360) 834-5454 (facsimile)

(360) 835-8501 (telephone)
(360) 835-8808 (facsimile)

STATE OF WASHINGTON,

) ACKNOWLEDGMENT

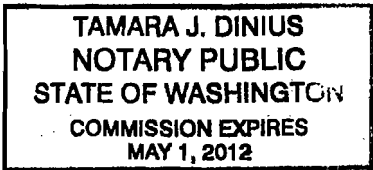
) ss. OF

County of Clark

) ASSOCIATION

I certify that I know or have satisfactory evidence that Gary Larson signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Board Chair of East County Fire & Rescue to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on December 7, 2010



Tamara Dinius

Notary Public in and for the State of Washington, Residing in Clark
My appointment expires May 2, 2012

STATE OF WASHINGTON,

) ACKNOWLEDGMENT

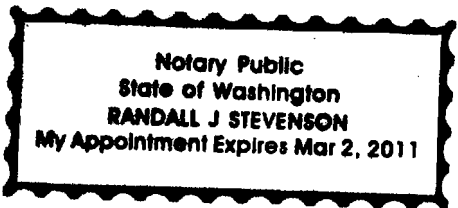
) ss. OF

County of Clark

) ASSOCIATION

I certify that I know or have satisfactory evidence that Sean Guard signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of City of Washougal to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on November 15, 2010



Randall J. Stevenson

Notary Public in and for the State of Washington, Residing in Clark Co
My appointment expires 3-11-2011