

**INTERLOCAL AGREEMENT  
BETWEEN  
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1  
AND  
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 7  
FOR USE OF RESCUE TRUCK**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this 9th day of June 2021 (the "Effective Date"), by and between **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District 1") and **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation (the "District 7") (collectively, the "Parties").

**I. RECITALS**

**WHEREAS**, District 7 owns a 2000 Navistar/IH Medium Rescue Truck (VIN No. 1HTSDADR2H274134) (the "Rescue Truck"), which it uses on hazmat calls;

**WHEREAS**, District 7 desires to allow District 1 to store hazmat response and other equipment on the Rescue Truck and use the Rescue Truck for training and regional hazmat call response within the jurisdictions of District 1 and its mutual aid partners, including District 7; and

**WHEREAS**, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal agreements that 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 District 1 may use and possess the Rescue Truck.
- 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. License to Use.** During the term of this Agreement, the District 7 grants to District 1 the exclusive right to use and possession the Rescue Truck. The Parties anticipate that the Rescue Truck will be stored at Station 11 at 206 Easy Street, Wenatchee, Washington.
- 4. Consideration.** No consideration shall be assessed to District 7. The Parties agree that the benefit of having a Rescue Truck able to be equipped and used by District 1 for hazmat responses to areas, including in mutual aid to District 1, constitutes adequate consideration for the District's use and possession of the Premises.
- 5. Title.** Title to the Rescue Truck shall remain in District 7 at all times. Nothing herein shall be interpreted to create a joint ownership interest in any property.

**6. Maintenance.** District 7 shall be responsible for performing all care and maintenance during the term of this Agreement.

**7. Insurance.** The Parties 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.

**8. 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.

**9. 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:

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

District 7: Chelan County Fire Protection District No. 7  
PO Box 1317  
232 E Wapato Ave  
Chelan, WA 98816

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.

**10. Recording.** A copy of this Agreement shall be filed with the Chelan County Auditor or posted on the website of either Party prior to District 1 taking possession of or using the Rescue Truck.

**11. No Entity Created.** The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Parties.

**12. 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.

**13. 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.

15. **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.

16. **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**

  
\_\_\_\_\_  
Brian Brett, Fire Chief

Date: 05/10/21

**CHELAN COUNTY FIRE PROTECTION  
DISTRICT #7**

  
\_\_\_\_\_  
Mark Donnell, Fire Chief

Date: 5/21/2021

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