INTERLOCAL AGREEMENT TEMPORARY USE OF EQUIPMENT AND APPARATUS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the undersigned agencies (collectively the "Parties" and singularly as "party"), for the purpose of sharing emergency service "Equipment and Apparatus"

WHEREAS, the Parties are municipal corporations that may, pursuant to Title 52 RCW and chapter 39.34 RCW, enter into necessary contracts to further fire prevention and suppression, emergency medical services and the protection of life and property; and

WHEREAS, due to the COVID-19 pandemic creating additional service delivery needs, requiring temporary use of emergency Equipment and Apparatus; and

WHEREAS, the Parties have declared or are in the process of declaring an emergency due to the potential spread of a highly infectious disease, COVID-19; and

WHEREAS, Certain parties have available emergency Equipment and Apparatus for temporary loan, conditioned upon cooperation, mutual aid, and reciprocity for such use, should the need arise.

NOW THEREFORE BE IT HEREBY AGREED AS FOLLOWS:

1. Definitions.

- a) "Transferor" refers to a party with sufficient resources to temporarily loan to a Requesting Agency.
- b) "Requester" refers to the agency needing additional resources to meet service demands.
- c) "Equipment and Apparatus" refers to medical units, fire engines, support vehicles, emergency generators, etc...and ancillary or associated equipment supplied.
- 2. Authority. This agreement is entered into pursuant to the authority of RCW 39.34.
- 3. <u>Purpose of Agreement</u>. The purpose of this agreement is to set forth the terms and conditions under which the Transferor will loan emergency equipment and apparatus, described in *Appendix A* on a temporary basis for a short term as set forth herein.
- 4. <u>Term of Agreement</u>. This agreement shall be in full force and effect from the date of execution through June 2020 but can be renewed for successive one-month periods if necessary, and mutually agreeable.
- 5. <u>Consideration</u>. The consideration for this agreement is that the Requester cover the cost of using the Equipment and Apparatus with mutual convenience, reciprocity and cooperation in mutual aid and otherwise.
- 6. <u>Termination of Agreement</u>. If the Transferor determines that it requires the use of emergency Equipment and Apparatus, it may require return on short notice, terminating this agreement at its discretion.
- 7. Good Condition. The parties agree that the emergency Equipment and Apparatus will be returned in the same condition as was conditioned upon delivery, except for normal wear and tear.

- 8. <u>Maintenance Costs</u>. The Requestor shall bear routine maintenance costs necessarily incurred during the term of this agreement.
- 9. <u>Insurance</u>. While using the loaned apparatus/equipment, the Requestor shall have adequate insurance to cover repair or replacement in the event of an accident or other event that damages the apparatus/equipment while being used by the Requestor.
- 10. Other Costs. The parties have not identified any other incidental costs of this temporary agreement, but Transferor shall have the right to charge any extraordinary costs that might be incurred during the loan.

incurred during the loan.
DATED this, 2020.
EAST PIERCE FIRE AND RESCUE
Fire Chief Bud Backer
CENTRAL PIERCE FIRE AND RESCUE
Fire Chief Dan Olson
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (WEST PIERCE)
Fire Chief Jim Sharp
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)
Fire Chief Pat Dala

PIE	CRCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)
Fire	e Chief John Burgess
SOU	UTH PIERCE FIRE & RESCUE
Fire	e Chief Richard Curtis
OR'	TING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTTION DISTRICT 18
Fire	c Chief Zane Gibson
KEY	Y PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

Fire Chief Dustin Morrow

APPENDIX A (Enter Apparatus that you intend to make available)

VIN#	Yr./Make/Model	Mileage
1FDWF36P24EC760138	2004 / FORD / F350	178K
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