

INTERLOCAL AGREEMENT FOR STORAGE OF FIRE ENGINE

THIS INTERLOCAL AGREEMENT FOR STORAGE OF ONE RESERVE FIRE ENGINE (the “Agreement”) is entered into by and between **WOODINVILLE FIRE & RESCUE**, a Washington municipal corporation, (“WFR”) and **CITY OF BOTHELL**, a Washington municipal corporation, (the “City”). Hereinafter, the foregoing may be collectively referred to as the “Parties” or individually referred to as a “Party”.

I. RECITALS

WHEREAS, the City has a need for storage of one reserve Fire Engine (the “Vehicle”) while it constructs a new fire station; and

WHEREAS, WFR has a location for the Vehicle to be stored.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Storage.** The City shall be entitled to store the Vehicle identified on **Exhibit A** hereto at the location specified on **Exhibit B** (the “Premises”). No other Property shall be stored on the Premises without the prior written consent of WFR’s Fire Chief.

1.1 The City shall have the right to access the Vehicle during normal business hours or at other hours that are arranged in advance with WFR’s Fire Chief.

1.2 The City shall coordinate with WFR if its access to the Premises will interfere with WFR operations. The City shall use its best efforts to minimize interference with WFR operations.

2. **Term.** This Agreement shall be effective as of August 1, 2021 (the “Effective Date”). This Agreement shall remain in full force and effect until terminated. WFR, upon the action of its Fire Chief, may terminate this Agreement upon sixty (60) days’ notice to the City. The City, upon the action of its City Manager, may terminate this Agreement upon sixty (60) days’ notice to WFR.

3. **Payment.** No payment shall be due from the City in consideration of the services and benefits provided by the City to either WFR.

4. **Notices.** All notices required or permitted under this Agreement shall be delivered to:

To WFR: Woodinville Fire & Rescue
17718 Woodinville Snohomish Rd NE
Woodinville, WA 98072

To City: City of Bothell
Attn: Chief Bruce Kroon
18415 101st Ave NE
Bothell, WA 98011

The chief executive officer of either Party may update notice recipients and addresses from time to time by providing notice of such to the other Party's chief executive officer.

5. **Hold Harmless and Indemnification.** To the extent permitted by law, the City hereby agrees to protect, defend, indemnify, and hold harmless WFR and its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Agreement caused by or resulting from such party's own negligent acts or omissions.

5.1 The City hereby waives, as to claims against WFR, any immunity that may be granted under the Washington State Industrial Insurance Act, Chapter 51 RCW. The Parties agree that this provision has been mutually negotiated.

6. **Liability; No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and shall not be interpreted to create any rights in third parties. No liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein. None of the Parties to this Agreement assume any duty to any third party.

7. **Insurance and Liability for Property Loss.** The Parties hereto agree that neither WFR nor its insurance carrier or casualty policy shall be responsible to the City for any property loss or damage done to the Vehicle, occasioned by reason of any fire, storm, or other cause. It shall be the City's responsibility to provide its own protection and insurance against losses or damages to the Vehicle of whatsoever kind or nature, regardless of whether or not such loss or damage is occasioned by the acts or omissions of City, WFR, a third party, or act of nature.

8. **Interlocal Cooperation Act.** This Agreement does not establish a separate legal entity. Each Party to this Agreement shall be responsible for its own budget. No personal or real property shall be jointly acquired under this Agreement. This Agreement shall be jointly administered by the WFR's Fire Chief and the City Manager of the City.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

IN WITNESS WHEREOF, this Agreement is duly executed as follows:

DATED this 19 day of August, 2021.

WOODINVILLE FIRE & RESCUE

Roger Collins

Roger Collins (Aug 19, 2021 13:23 PDT)

Roger Collins, Board Chair

CITY OF BOTHELL



Erin Leonhart, Interim City Manager

EXHIBIT A
THE "VEHICLE"

Vehicle Type:

Fire Engine
Bothell Engine 244 (8414)
Vin# 457AT2C957CO56072
License 77651C
2006 Spartan H & W

EXHIBIT B
THE "PREMISES"

Station 31
17718 Woodinville Snohomish Rd NE
Woodinville, WA 98072