

INTERLOCAL AGREEMENT FOR USE OF AMBULANCE AND FOR SURFACE WATER RESCUE UNIT RESPONSES

This Interlocal Agreement (the "Agreement") is entered into between **CENTRAL WHIDBEY FIRE AND RESCUE** ("CWFR"), and **SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY** ("South County Fire").

I. RECITALS

- A. CWFR requires an ambulance while it awaits delivery of a new ambulance that it anticipates the need to order within the next year. The expected delivery date is to be determined.
- B. CWFR is willing to provide surface water rescue unit Marine 5 to South County Fire for major incident response.
- C. Subject to the limitations outlined below, South County Fire has an Ambulance ("Ambulance") which it is willing to allow CWFR to use.
- D. The parties see mutual benefit in entering into this Agreement.

II. AGREEMENT

To carry out the purposes of this Agreement, and in consideration of the benefits to be received by each party, it is agreed as follows:

- 1. **AMBULANCE USE.** South County Fire grants CWFR the right to possess and use the Ambulance described on *Exhibit B* hereto beginning on the date the last party executes this Agreement and ending on the earlier of the following: (i) the date that CWFR receives delivery of the Order; (ii) the date that South County Fire requests that the Ambulance be returned for South County Fire's operational needs or (iii) thirty-six (36) months after taking possession of the Ambulance.
- 2. **TERM.** This Agreement will commence upon mutual execution and shall terminate on the 31st day of December 2027, or such earlier date when CWFR returns the Ambulance to South County Fire (the "Term"). The Term of this Agreement may be extended with approval by the Fire Chief of South County Fire.
- 3. **USE OF MARINE 5.** Upon request of South County Fire and subject to availability, CWFR agrees, to send surface water rescue unit Marine 5 to South County Fire for major incident responses.
- 4. **CONDITION OF EQUIPMENT.** South County Fire provides the Ambulance to CWFR in an "as is" condition, but states that it is unaware of any known defects with the Ambulance. CWFR accepts all responsibility for ensuring the Ambulance is satisfactory for its uses. CWFR shall properly store the Ambulance inside a fire station during the Term of this Agreement.
- 5. **MAINTENANCE AND REPAIR.** CWFR, at its sole cost and expense, shall provide all maintenance and repair of the Ambulance during the Term of the Agreement.

6. **CASUALTY LOSS.** CWFR shall be responsible for all loss/damage to the Ambulance during the Term of this Agreement. CWFR shall insure such Ambulance under its insurance and shall name South County Fire as an additional insured. If the Ambulance is damaged to the extent that it cannot be repaired, CWFR shall be responsible to South County Fire for the replacement cost of like items.

7. **RETURN OF EQUIPMENT.** The Ambulance shall be returned to South County Fire at the end of the Term in substantially the same condition as it was received, less normal wear and tear.

8. **USE OF EQUIPMENT.** CWFR will ensure that the Ambulance will be used only by qualified personnel in accordance with applicable law and adopted protocols.

9. **TERMINATION; RETURN OF EQUIPMENT.** South County Fire may terminate this Agreement and/or require CWFR to return the Ambulance if South County Fire determines that the Ambulance is needed for South County Fire's operational needs. South County Fire will provide at least twenty (20) days' notice prior to the effective date of such termination.

10. **ADMINISTRATION.** The Fire Chief for CWFR and the Deputy Fire Chief of Logistics for South County Fire will be jointly responsible for the administration of this Agreement.

11. **INDEMNIFICATION.** CWFR agrees to protect, save, defend, hold harmless, and indemnify South County Fire, and its officers, employees, and agents, from any and all demands, claims, judgments, or liability for loss or damage arising as a result of CWFR's use of the Ambulance, regardless of who the injured party may be.

12. **DISPUTE RESOLUTION.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees, and in the event any judgment is secured by such prevailing party all such costs and attorneys' fees of collection shall be included in any such judgment. Venue shall lie exclusively in Snohomish County Superior Court.

12.1 **Mediation.** Prior to initiating litigation, the parties shall engage in mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, a list of seven (7) mediators/arbitrators shall be requested from the Federal Mediation and Conciliation Service. Each party shall take its turn in striking one (1) name from the list until one (1) name remains. A flip of a coin shall determine which party strikes the first name. Any expenses incidental to mediation shall be borne equally by the parties.

13. **NOTICES.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

South County Fire: Chief Robert Eastman
12425 Meridian Ave S
Everett, WA 98208

Central Whidbey Fire: Chief Jerry Helm
1164 Race Rd
Coupeville, WA 98239

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

14. **AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

15. **CAPTIONS.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

16. **SEVERABILITY.** In case any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

18. **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.

19. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the parties hereto.

DATED: Nov 13, 2024 _____

**CENTRAL WHIDBEY FIRE AND
RESCUE**

Jerry Helm

Jerry Helm (Nov 13, 2024 10:01 PST)

By: Jerry Helm
Its: Fire Chief

DATED: 11/08/24 _____

SOUTH COUNTY FIRE

Robert Eastman

Robert Eastman (Nov 8, 2024 12:30 PST)

By: Robert Eastman
Its: Fire Chief










ILA_Ambulance Loan. 10.17.2024 Central Whidbey

Final Audit Report

2024-11-13

Created:	2024-11-08
By:	Susan Bjorling (sbjorling@southsnofire.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUZ7KJn5G0BbjOiwq6Lce7T-sXZ-AeoUJ

"ILA_Ambulance Loan. 10.17.2024 Central Whidbey" History

-  Document created by Susan Bjorling (sbjorling@southsnofire.org)
2024-11-08 - 7:40:22 PM GMT
-  Document emailed to Jerry Helm (jhelm@cwfire.org) for signature
2024-11-08 - 7:40:26 PM GMT
-  Document emailed to Bob Eastman (reastman@southsnofire.org) for signature
2024-11-08 - 7:40:26 PM GMT
-  Email viewed by Bob Eastman (reastman@southsnofire.org)
2024-11-08 - 8:29:12 PM GMT
-  Signer Bob Eastman (reastman@southsnofire.org) entered name at signing as Robert Eastman
2024-11-08 - 8:30:12 PM GMT
-  Document e-signed by Robert Eastman (reastman@southsnofire.org)
Signature Date: 2024-11-08 - 8:30:14 PM GMT - Time Source: server
-  Email viewed by Jerry Helm (jhelm@cwfire.org)
2024-11-13 - 5:23:46 AM GMT
-  Document e-signed by Jerry Helm (jhelm@cwfire.org)
Signature Date: 2024-11-13 - 6:01:13 PM GMT - Time Source: server
-  Agreement completed.
2024-11-13 - 6:01:13 PM GMT