

STATION USE INTERLOCAL AGREEMENT

This agreement is between Puget Sound Regional Fire Authority "Puget Sound RFA" and Maple Valley Fire Department "MAPLE VALLEY FIRE" both municipal corporations of the State of Washington.

RECITALS

1. Puget Sound Fire provides apparatus maintenance services for MAPLE VALLEY FIRE pursuant to a separate "Apparatus Maintenance ILA."
2. MAPLE VALLEY FIRE owns a vehicle maintenance facility located at 22225 SE 231st St "Shop." MAPLE VALLEY FIRE has determined that one bay of the Shop is temporarily surplus to the needs of MAPLE VALLEY FIRE.
3. Puget Sound Fire has a need for the one bay in the Shop to provide apparatus maintenance services for MAPLE VALLEY FIRE and other agencies under contract with Puget Sound Fire.
4. MAPLE VALLEY FIRE will benefit from less wear and tear on its apparatus and less downtime for its apparatus from having Puget Sound Fire perform apparatus maintenance on MAPLE VALLEY FIRE apparatus and other contract agencies apparatus at a location that is closer to MAPLE VALLEY FIRE than Puget Sound Fire maintenance facility.
5. This agreement is entered into 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 Puget Sound RFA.** MAPLE VALLEY FIRE agrees to allow Puget Sound RFA the exclusive use of one bay "Bay" and associated storage areas in the Shop for the following purposes:
 - 1.1. Apparatus maintenance and repair of MAPLE VALLEY FIRE Apparatus under the Apparatus Maintenance ILA;
 - 1.2. Puget Sound RFA may perform apparatus maintenance and repairs on its own apparatus and on third party apparatus;
 - 1.3. Puget Sound RFA may store Puget Sound RFA tools, equipment, and supplies necessary for the performance of its apparatus maintenance services; and
 - 1.4. Puget Sound RFA may use the parking area adjacent to Shop as necessary and provided that such use does not interfere with MAPLE VALLEY FIRE's use of the Station.
 - 1.5. Puget Sound RFA may use tools and/or equipment that are part of the facility or stored there and were previously used to perform apparatus maintenance service in this facility.
2. **No shared property or shared use.** The parties agree that Puget Sound RFA's rights are limited to the uses specified in Paragraph 1 of this Agreement and that Puget Sound RFA has no right to

use MAPLE VALLEY FIRE property stored in the Shop. All property acquired by Puget Sound RFA related to the use of the Shop shall remain the property of Puget Sound RFA in the event of the termination of this agreement. All property owned or acquired by MAPLE VALLEY FIRE during the term of this agreement, shall remain the property of MAPLE VALLEY FIRE in the event of the termination of this agreement. The Shop shall remain the sole property of MAPLE VALLEY FIRE and this Agreement does create any ownership interests in the Station by any other entity or individual.

3. **Security and Building Access.** Puget Sound RFA shall maintain the security of the Shop at all times and shall only provide access codes and or keys to those Puget Sound RFA personnel with a need to access the Shop. Authorized personnel of Puget Sound RFA shall have access to the Shop on a twenty-four hour per day, seven day per week basis.
4. **Term.** This Agreement shall be effective on the date of mutual execution and shall continue until terminated by either party with 60 days written advance notice.
5. **Indemnification/Hold Harmless.** Puget Sound RFA agrees to assume responsibility for all liabilities, including claims of harm or damages by third parties, that occur or arise in any way out of the use of the Station by its elected officials, officers, employees, agents or guests and to save and hold MAPLE VALLEY FIRE, 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 Puget Sound RFA, its elected officials, officers, employees, agents or guests during the use of the Shop. For purposes of this indemnification, MAPLE VALLEY FIRE, its elected officials, officers and employees, shall not be considered to be agents of Puget Sound RFA. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES PUGET SOUND RFA'S WAIVER OF IMMUNITY UNDER THE INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. PUGET SOUND RFA FURTHER ACKNOWLEDGES THAT IT HAS MUTUALLY NEGOTIATED THIS WAIVER.
6. **Insurance.**
 - 6.1. 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 Shop) arising at the Shop or arising out of the parties performance of their obligations under this agreement by its elected officials, officers, employees and agents. 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. Participation in a self-insured governmental risk pool will satisfy the insurance requirements herein.
 - 6.2. Puget Sound RFA shall maintain Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from Puget Sound RFA's Insurance carrier confirming that Maple VALLEY FIRE and Puget Sound RFA are fully covered for any damage to Apparatus in the custody of Puget Sound RFA while it is being serviced, maintained, repaired or stored by Puget Sound RFA.

6.3. MAPLE VALLEY FIRE shall maintain property insurance on the Station in the amount of the replacement cost, for damage from fire; earthquake; and other perils.

6.4. Puget Sound RFA shall be responsible for maintaining its own fire and hazard insurance on Puget Sound RFA owned personal property located in the Station.

7. **Miscellaneous.**

7.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.

7.2. **Administration.** This Agreement shall be administered jointly by the chief officers of the respective Parties.

7.3. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

7.4. **Assignment.** Puget Sound RFA shall not assign its rights under this Agreement without the prior written consent of MAPLE VALLEY FIRE.

7.5. **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.

7.6. **Publication on Website.** This Agreement shall either be filed with the County Auditor or 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.

7.7. **Notice.** All communications regarding this Agreement shall be sent to the parties at the parties regular business address 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.

PUGET SOUND REGIONAL FIRE
AUTHORITY

MAPLE VALLEY FIRE

By: _____
Its: _____

By: Chris Bodovic

Date: _____

Date: 2/15/18