

INTERLOCAL AGREEMENT BETWEEN CITY OF OTHELLO
AND
ADAMS COUNTY FIRE PROTECTION DISTRICT NO. 5
PROVIDING FOR THE USE OF A 3,000 GALLON WATER TENDER BY THE CITY

1. **Preamble.** THIS INTERLOCAL AGREEMENT is made and entered into effective June 1, 2008, by and between The City of Othello, a municipal corporation of the State of Washington, herein known as "City," and Adams County Fire Protection District No. 5, a municipal corporation of the State of Washington, herein known as "District."

2. **Recitals.**

2.1 The District owns a 3,000 gallon water tender which the City desires to use in its operations.

2.2 The City desires to make use of the District's 3,000 gallon water tender upon reasonable terms and conditions and the District will permit such use upon such terms and conditions.

2.3 The City and District have the authority pursuant to RCW Chapter 39.34 to enter into this Agreement.

3. **Agreement.** In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 **Purpose.** The purpose of this Agreement is to permit the City to use the District's 3,000 gallon water tender a 1979 Ford LT 9000 herein "the Tender".

3.2 **Terms and Conditions.** The District agrees it will allow the City to use the Tender for the City's lawful purposes for the term of this Agreement upon the following terms and conditions:

The City will house and maintain the Tender while the same is in the City's custody.

The City will maintain the Tender in as good a mechanical condition as when the City took possession of the Tender, normal wear and tear excepted.

The City shall provide all fuel and lubricants for the Tender while it use the same. Should tires need to be replaced, the parties will discuss that cost and determine by agreement how to allocate that cost.

The City shall be responsible to pay the insurance deductible of the District for any claim against the property damage insurance of the District covering the Tender if such claim arises while the Tender is in the City's control.

The District shall use the tender as needed in the event of emergencies. During the time that the District is operating the Tender the District will be responsible for the cost of the operation of the tender.

3.3 Term. The initial term of this Agreement is through December 31, 2009. This Agreement is deemed renewed each year thereafter unless either party provides notice of termination as provided herein. Either party may terminate this agreement upon 30 days written notice provided to the other party by mail or personal delivery to the principal office of that party.

3.4 Entire Agreement. This Agreement constitutes the entire agreement between the City and the District with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

3.5 Governing Law. This Agreement shall be governed by laws of the State of Washington.

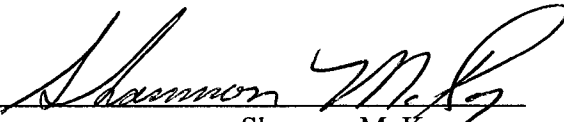
3.6 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

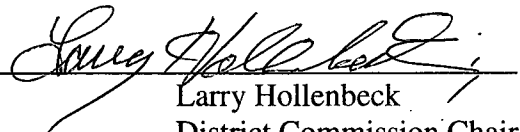
3.7 Time. Time is of the essence with respect to this Agreement.

3.8 Recording of Agreement. This agreement, prior to its entry into force, shall be filed with the Othello City Clerk.

CITY OF OTHELLO

ADAMS COUNTY FIRE PROTECTION
DISTRICT NO. 5

By: 
Shannon McKay
Mayor, City of Othello
500 E. Main St.
Othello, WA 99344

By: 
Larry Hollenbeck
District Commission Chair
Adams County Fire
Protection District No. 5
220 S. Broadway
Othello, WA 99344