

**INTERLOCAL AGREEMENT  
ASSISTING FIRE DISTRICT NO. 3**

THIS AGREEMENT is between the City of Okanogan, a political subdivision of the State of Washington, and Fire District No. 3, a political subdivision of the state of Washington.

**WITNESSETH**

**WHEREAS**, the Interlocal Cooperation Act as amended, and codified in Chapter 39.34 of the Revised Code of Washington (RCW) provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, Fire District No. 3 is in need of the City of Okanogan's assistance

**FOR THE PURPOSE OF RENTING A 1982 SPARTAN FMC CLASS A STRUCTURE  
FIRE ENGINE, VIN NO. S29RT6F04DC423467**

**NOW, THEREFORE**, the parties agree as follows:

1. **Purpose.** The purpose of this agreement is to establish mutual assistance to Fire District No. 3 at a time when they are requesting use of the City of Okanogan's fire engine for the purpose of fire suppression needs of Fire District No. 3 for the well-being of the district.

2. **Scope.** This agreement shall allow the following activities:

- A. The rent of a 1982 Spartan FMC Class A structure fire engine, Vin No. S29RT6F04DC423467 owned by the City of Okanogan.
- B. This agreement shall cover a forty (40) day rental period at a daily rate of two hundred fifty dollars (\$250) per day.
- C. This fire engine shall be at full use of Fire District No. 3 and its suppression needs during the time that Fire District No. 3's engine is out of service.

3. **Cost.** The charges for the City of Okanogan's fire engine shall be billed to Fire District No. 3 at the daily rate of two hundred fifty (\$250) dollars per day for the forty (40) day time period.

Total Rental 40 Days: \$10,000.00

4. **Payment.** Payment for these services will be billed to Fire District No. 3, upon execution of this agreement.


5. **Duration of Agreement – Termination.** This agreement shall remain in force until the purpose described above has ended, or until cancelled by either party in writing.

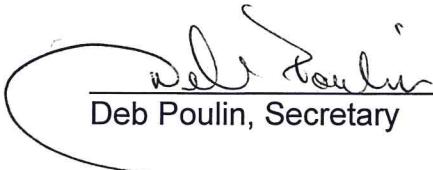
6. **Compliance with Legal Requirement.** Each party accepts responsibility for compliance with federal, state, or local laws and regulations.
7. **Filing.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
8. **Non-Delegation/Non-Assignment.** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
9. **Hold-Harmless.** Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.
10. **Severability.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
11. **Venue.** The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED Fire District No. 3

  
 \_\_\_\_\_  
 Mike Cusack, Commissioner

APPROVED City of Okanogan

  
 \_\_\_\_\_  
 Jon K. Culp, Mayor

  
 \_\_\_\_\_  
 Deb Poulin, Secretary

  
 \_\_\_\_\_  
 Jerod Gavin, Fire Chief

11/10/15  
 \_\_\_\_\_  
 Date

11/3/15  
 \_\_\_\_\_  
 Date