



Orting Valley Fire and Rescue

Pierce County Fire District 18
401 Washington Ave SE
PO Box 386 Orting, WA 98360
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INTERLOCAL AGREEMENT USE OF A PORTION OF STATION #43 BY THE ORTING SCHOOL DISTRICT

THIS INTERLOCAL AGREEMENT is made by and between Pierce County Fire Protection District No. 18, Orting Valley Fire & Rescue (hereinafter referred to as "Owner") and the Orting School District (hereinafter referred to as "User") for the purpose of allowing the Orting School District to operate a radio and antenna from Station #43 with the goal of improving school district communications during an emergency.

WHEREAS, the Owner is a municipal corporation and has certain facilities, located at 19503 150th St E Orting, WA 98360, consisting of real property used in the provision of fire and emergency services, which may be made available for use by other municipal corporations; and,

WHEREAS, the User is a municipal corporation that provides school services within the bounds of the District, and that owns certain communications equipment necessary to carry out those services; and,

WHEREAS, the User acknowledges that it will be expected to assume all risks associated with use of the facility:

NOW, THEREFORE BE IT HEREBY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. Authority.

This agreement is entered into pursuant to the authority of RCW 39.34.

2. Purpose and Scope.

The purpose of this agreement is to set forth the agreed terms and conditions, pursuant to which, the Orting School District will be allowed to use space necessary to place and operate a radio and antenna necessary to improve critical communications necessary for the conduct of communication within the Users jurisdiction. The "footprint" of the radio and antenna consumes approximately 10 sq ft, and the volume of the unit comprises approximately 35 cubic feet. The Owners agent must agree to the exact location within the structure where the unit will be placed. Any change of location of the unit must be agreed to by the Owners agent.

3. Term of Agreement.

This agreement shall be in full force and effect from the date of execution and will be renewed automatically unless terminated pursuant to the terms hereof.

4. Hold Harmless/Indemnification.

The User will hold harmless and indemnify the Owner against any and all claims for damages, including but not limited to all costs of defense including attorney's fees, all personal injury or wrongful death claims, all workers' compensation claims or other on-the-job injury claims, arising in any way whatsoever out of the use by User's personnel of the Owner's facilities.

5. Accountability.

The User acknowledges that it is accountable for the operation of the equipment listed herein, and the good behavior and proper conduct of its personnel, while they are using the Owner's facilities. Such personnel and equipment shall be and remain at all times, the employees of User, while on the premises at any of Owner's facilities. User also acknowledges that any damage to the Owner's property that may ensue from the operation of the Users equipment will be the responsibility of the User.

6. Payment.

No payment will ensue from the User to the Owner resulting from the execution of this agreement.

7. Termination of Agreement.

Either party may terminate this agreement upon 60 days' notice to the other party unless operation of this equipment disrupts the ability of the Owner to communicate or provide service critical to its mission. In this case, the Owner may demand immediate termination of operation, although will make every attempt to coordinate such termination with the User or Users agent.

8. Supplies.

Disposable or expendable supplies will not ordinarily be used or consumed by Users under this agreement, provided that if such supplies are used, they will either be replaced in like kind and amount or they will be billed to the User.

9. Owner's Agent/Point of Contact.

The Owner's Agent and point of contact for administration of this interlocal agreement shall be the Fire Chief, or his/her designee.

10. Access. Use of the security code, which is necessary for access to the facility, shall be allowed in order to ensure listed equipment may be maintained and operated. Such security code shall be issued to the agent assigned by the User and shall be maintained as confidential. Any damage, theft, or loss imposed on the Owner by the unauthorized access or use of such code by the User shall be the responsibility of the User.

11. Effective Date.

The effective date of this agreement shall be the date of execution of the agreement by the Owner.

12. Attorney Review.

It is agreed that both parties have had the opportunity to have their legal counsel review and approve this agreement.

13. Complete Agreement.

This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

Orting School District

Pierce County Fire Protection District No. 18
Orting Valley Fire & Rescue


Date 7-27-17


Shawn Mahoney – Board Chair Date 8/15/17