

INTERLOCAL AGREEMENT FOR TEMPORARY USE OF ROLLING STOCK

THIS AGREEMENT is made between Central Pierce Fire & Rescue (CPFR), and Pierce County Fire District 14 (DBA: Riverside Fire & Rescue), which are both Washington municipal agencies organized under Title 52 RCW. These Districts may be referred to as a "Party" to this Agreement and collectively as the "Parties."

WHEREAS, fire protection districts may enter into and perform any and all necessary contracts, pursuant to RCW 52.12.021;

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between such public municipal agencies;

WHEREAS, at various times, due to circumstances out of either Party's control, one Party to this Agreement may need to borrow rolling stock (fire engines, ambulances, etc.) from the other Party on a temporary basis; and

WHEREAS, cooperation between the Parties to temporarily loan, when possible, rolling stock between themselves enhances each Party's ability to provide emergency medical and fire response services.

NOW, THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the Parties agree as follows:

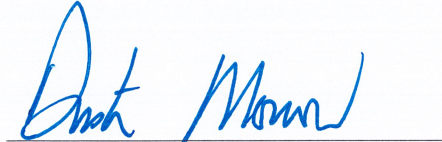
1. PURPOSE: The purpose of this Agreement is to authorize and establish terms and conditions under which one Party may borrow rolling stock from another Party on a temporary basis as circumstances may warrant.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Fire Chiefs of each district.
3. SCOPE: This Agreement shall allow the following activities:
 - A. If either Party determines it needs to temporarily borrow rolling stock (the "Borrowing Party") from the other Party (the "Lending Party"), they may request the same from the Lending Party.
 - B. The Lending Party shall respond to any request from the Borrowing Party in a reasonable amount of time after receiving the request.
 - C. The Lending Party shall be under no obligation to loan any rolling stock to the Borrowing Party by virtue of this Agreement.
 - D. If the Lending Party loans rolling stock to the Borrowing Party, the Borrowing Party shall return the rolling stock to Lending Party upon a mutually agreeable date or upon demand from the Lending Party, whichever is sooner.

attributable to any employee, official, or agent of such Party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services. No Party to this Agreement shall be deemed an agent of any other Party to this Agreement.

11. WAIVER: No failure by any of the foregoing Parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition, Any Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
12. 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.
13. SEVERABILITY: In case any one 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.
14. 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.

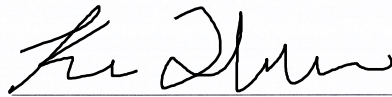
Dated this 29th day of September, 202 6.

CENTRAL PIERCE FIRE & RESCUE



Dustin Morrow
Fire Chief

Pierce County Fire District 14



Kira Thirkield
Fire Chief