

## EQUIPMENT USE AGREEMENT

**This Equipment Use Agreement** (“Agreement”) is entered into by and between the **CITY OF Pacific**, a Washington municipal corporation (hereafter referred to as “Pacific”) in the State of Washington and the **Valley Regional Fire Authority**, a Washington regional fire protection service authority as provided for in Chapter 52.26 RCW, (hereafter referred to as “VRFA”) to establish a written Agreement for VRFA to provide the City of Pacific exclusive use of the VRFA Motorola MTS II model portable radios (hereafter referred to as “Radios”).

WHEREAS, VRFA currently has excess Radios, and

WHEREAS, Pacific has a municipal need for such radios and is asking VRFA for permission to use some of VRFA’s Radios, and

WHEREAS, Chapters 35.86 and 39.34 RCW express a strong support for effective cooperation amongst government agencies;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Pacific and VRFA hereto agree as follows;

**Use.** VRFA agrees to allow Pacific Police Department to use the Radios listed on Exhibit A. This agreement shall commence on the date of the last signature on this Agreement. This Agreement shall run indefinitely. Either party may terminate this agreement for any reason by providing 30 calendar days’ notice of termination to the other party.

**Consideration.** Pacific shall pay VRFA \$0.00 per calendar month for the use of the Radios. As consideration for the use of the Radios, and in lieu of a cash payment, Pacific shall be responsible for the cost of all maintenance and repairs for the Radios during the term of this Agreement.

**Maintenance and Repair.** If the radios are in need of programming or repair, Pacific may choose to do the programming or make the necessary repairs to keep the Radios working. If Pacific chooses not to repair a unit, it shall return the unit to VRFA. VRFA may, but is not required to, provide a replacement to Pacific.

**Indemnification.** In consideration of the use of VRFA Radios during the period of this Agreement, Pacific agrees to defend, indemnify and hold harmless VRFA, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Radios or from any activity, work or thing done, permitted, or suffered by Pacific, except only such injury or damage as shall have been occasioned by the sole negligence of VRFA.

EXHIBIT "A"

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Motorola	MTS II	738600
Motorola	MTS II	738604
Motorola	MTS II	738602
Motorola	MTS II	738601