

**AGREEMENT BETWEEN
THURSTON COUNTY FIRE PROTECTION DISTRICT 3
AND
CITY OF TUMWATER**

FOR USE OF DISTRICT SHOWER TRAILER

When signed return to: Thurston County Fire Protection District 3
Attn: Fire Chief Jennifer Schmidt
1231 Franz Street SE
Lacey, WA 98503

This Agreement is entered into by and between Thurston County Fire Protection District 3, a Washington Fire Protection District, hereinafter referred to as “District,” and the City of Tumwater, hereinafter referred to as “Tumwater.” In consideration of the mutual promises contained herein, the District and Tumwater agree as follows:

I. Purpose / Objective

The purpose of this Agreement is to allow Tumwater to use the District-owned shower trailer on a month-to-month basis, subject to the terms and conditions of this Agreement. The District owns a mobile shower trailer that may be made available for temporary use when not needed for District operations, emergency response, training, firefighter rehabilitation, disaster response, maintenance, or other District purposes.

Tumwater desires to use the shower trailer for temporary shower and hygiene support, and the District is willing to allow such use under the terms of this Agreement. Nothing in this Agreement creates a permanent lease, ownership interest, or entitlement to continued use of the shower trailer.

II. Definitions

District: Thurston County Fire Protection District 3, DBA Lacey Fire District 3

Tumwater: City of Tumwater Fire Department including its officers, officials, employees, agents, volunteers, contractors, invitees, and any person or entity using the shower trailer under Tumwater’s control or authorization.

Shower Trailer: The District-owned mobile shower trailer, including installed fixtures, plumbing, electrical systems, water connections, wastewater connections, heating or ventilation systems, onboard equipment, accessories, and any District-provided items listed in Exhibit A.

Use Period: The period during which Tumwater is authorized to possess and use the shower trailer under this Agreement.

Month-to-Month Use: Temporary use that renews monthly unless terminated by either party consistent with this Agreement.

Normal Wear and Tear: Reasonable deterioration from ordinary use, excluding damage, misuse, neglect, abuse, freezing, contamination, vandalism, improper connection, improper towing, improper setup, or failure to maintain the trailer.

III. Scope of Agreement / Use

A. District Responsibilities. The District shall:

1. Make the shower trailer available to Tumwater for the approved Use Period, provided the trailer is available and not needed for District purposes.
2. Provide the shower trailer in its current condition at the beginning of the Use Period.
3. Provide Tumwater with available operating instructions, basic setup information, and known limitations related to the shower trailer.
4. Identify District-provided equipment, accessories, keys, hoses, cords, adapters, or other items included with the shower trailer in Exhibit A.
5. Retain ownership of the shower trailer and all District-owned equipment associated with the trailer.
6. Reserve the right to inspect the shower trailer upon reasonable notice during the Use Period.
7. Reserve the right to immediately recover or require return of the shower trailer if needed for emergency operations, disaster response, firefighter rehabilitation, training, District operations, maintenance, repair, or other public safety need.

B. Tumwater Responsibilities. Tumwater shall:

1. Use the shower trailer only for the purpose approved by the District.
2. Maintain custody and control of the shower trailer during the Use Period.
3. Be responsible for safe placement, security, operation, cleaning, sanitation, and routine monitoring of the shower trailer.
4. Ensure the shower trailer is used only by authorized persons and only in a safe and lawful manner.
5. Provide and maintain all required water, wastewater, sewer, graywater, electrical, fuel, utility, site access, permits, site preparation, and other operational requirements unless otherwise agreed in writing.
6. Ensure all wastewater, graywater, sewage, runoff, cleaning products, and other discharges are handled in compliance with applicable laws, permits, and environmental requirements.
7. Prevent freezing, overheating, contamination, overloading, improper electrical connection, improper water pressure, improper wastewater connection, vandalism, theft, misuse, and damage.
8. Keep the trailer clean, sanitary, secure, and in good working condition.
9. Promptly notify the District of any damage, malfunction, safety concern, theft, loss, vandalism, contamination, utility failure, accident, or other issue affecting the trailer.

10. Not modify, alter, repair, paint, mark, remove decals from, or attach equipment to the shower trailer without prior written approval from the District.
11. Not sublease, loan, rent, assign, or transfer the shower trailer to any third party without prior written approval from the District.
12. Return the shower trailer in the same condition as received, except for normal wear and tear.
13. Pay all fees, costs, damages, repairs, cleaning costs, recovery costs, and other charges required under this Agreement.

IV. Delivery, Setup, Movement, and Return

- A. Unless otherwise agreed in writing, District will coordinate the delivery, setup, user training, and return of the shower trailer.
- B. Tumwater is responsible for ensuring the site is suitable for placement and operation of the shower trailer, including adequate access, stable surface, drainage, utility access, clearance, security, and emergency access.
- C. District shall coordinate the pickup and return of the shower trailer to the District at the end of the Use Period, or earlier upon termination of this agreement.
- D. If Tumwater fails to coordinate return the shower trailer when required, the District may recover the shower trailer and Tumwater shall be responsible for any related costs.

V. Payment / Fees / Costs

- A. Tumwater shall pay the District a monthly use fee of \$2,250 per month for use of the Shower Trailer. For periods less than a full month, Tumwater shall pay \$75 per day.
- B. Monthly fees shall be due within 30 days of invoice unless otherwise stated in Exhibit B.
- C. The monthly use fee does not include costs for utilities, water, wastewater disposal, graywater disposal, cleaning, sanitation, transport, repairs, replacement, damage, permits, security, insurance deductibles, or other operational costs unless specifically stated in this Agreement.
- D. Tumwater shall be responsible for all costs associated with water supply, electrical service, water, wastewater, or graywater disposal, site preparation, cleaning and sanitation, pumping, environmental compliance, security, damage repair, replacement of missing items, excessive wear, misuse, neglect, vandalism, improper operation, and any third-party charges incurred because of Tumwater's use of the shower trailer.
- E. The District may invoice Tumwater for any costs incurred by the District related to Tumwater's possession, use, damage, failure to maintain, failure to return, or failure to properly operate the shower trailer.

VI. Method of Payment

- A. The District shall submit invoices to Tumwater for monthly use fees and any additional charges authorized under this Agreement.
- B. Tumwater shall make payment within 30 days of receipt of invoice.
- C. Payments shall be made to Thurston County Fire Protection District 3, 1231 Franz Street SE, Lacey, WA 98503, unless otherwise directed by the District.
- D. Unpaid amounts may result in termination of this Agreement and recovery of the shower trailer.

VII. Condition of Trailer / Inspection

- A. Prior to release of the shower trailer, the parties should complete a condition inspection using the form attached as Exhibit C.
- B. Upon return, the parties should complete a return inspection documenting the condition of the shower trailer and any missing, damaged, or unclean items.
- C. Tumwater accepts the shower trailer in its condition at the beginning of the Use Period unless otherwise documented in Exhibit C.
- D. The District makes no representation that the shower trailer is suitable for Tumwater's specific purpose, site, occupancy, staffing model, utility system, or operational need.

VIII. Maintenance, Cleaning, Sanitation, and Repairs

- A. Tumwater shall be responsible for routine cleaning, sanitation, and care of the shower trailer during the Use Period.
- B. Tumwater shall not perform repairs or authorize third-party repairs without prior written approval from the District, except in an emergency necessary to prevent injury, environmental damage, or further damage to the trailer.
- C. Tumwater shall immediately notify the District of any needed repair, malfunction, damage, leak, electrical issue, plumbing issue, safety issue, or operational problem.
- D. The District may determine whether repairs will be performed by District personnel, a District-approved vendor, or another authorized service provider.
- E. Tumwater shall be responsible for repair costs caused by Tumwater's use, misuse, negligence, failure to maintain, improper setup, improper utility connection, freezing, contamination, vandalism, theft, or damage beyond normal wear and tear.

X. Indemnification

Tumwater shall defend, indemnify, and hold harmless the District, its officers, officials, employees, volunteers, and agents from and against any and all claims, injuries, damages, losses, costs, expenses, suits, or liabilities, including reasonable attorney fees, arising out of or related to Tumwater's possession, transport, setup, operation, use, maintenance, supervision, security, or return of the shower trailer, except to the extent caused by the negligence of the District.

The District shall defend, indemnify, and hold harmless Tumwater, its officers, officials, employees, volunteers, and agents from and against any and all claims, injuries, damages, losses, costs, expenses, suits, or liabilities, including reasonable attorney fees, to the extent caused by the District's negligence in the performance of its responsibilities under this Agreement.

For purposes of this Agreement, each party expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, only to the extent necessary to give effect to this indemnification provision. This waiver has been mutually negotiated by the parties.

XI. Insurance

Before taking possession of the shower trailer, Tumwater shall provide proof of insurance acceptable to the District, including:

- A. Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other limits as approved by the District;
- B. Automobile Liability insurance with limits not less than \$1,000,000 combined single limit if Tumwater will tow, move, or transport the shower trailer;
- C. Property, inland marine, equipment, or other coverage sufficient to cover loss, theft, damage, or replacement of the shower trailer while in Tumwater's possession, care, custody, or control;
- D. Workers' compensation coverage as required by Washington law, if applicable; and
- E. Any additional insurance reasonably required by the District based on the nature, location, or duration of use.
- F. The District shall be named as an additional insured where applicable, and Tumwater shall provide certificates of insurance upon request. Any deductible or self-insured retention applicable to Tumwater's coverage shall be the sole responsibility of Tumwater.

XII. Warranty / Disclaimer

The District provides the shower trailer "as is" and makes no express or implied warranty regarding the condition, fitness, suitability, merchantability, habitability, capacity, availability, or uninterrupted use of the shower trailer. The District is not responsible for loss of use, inconvenience, business interruption, special damages, consequential damages, or other costs arising from trailer malfunction, recall, utility failure, site issues, weather, or other conditions affecting Tumwater's use of the shower trailer.

XIII. Duration of Agreement

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis unless terminated as provided herein. The initial Use Period shall be from September 1 through October 31, 2026, and shall automatically renew monthly unless terminated by either party. The trailer must be returned to the District no later than December 15, 2026.

XIV. Termination

- A. Either party may terminate this Agreement with 30 days' written notice to the other party.
- B. The District may terminate this Agreement immediately and require return of the shower trailer if Tumwater fails to pay amounts due; Tumwater misuses, damages, neglects, or improperly operates the trailer; Tumwater fails to maintain required insurance; Tumwater subleases, transfers, or allows unauthorized use of the trailer; Tumwater violates any law, permit, environmental requirement, or safety requirement; continued use presents a safety, operational, legal, environmental, or reputational risk to the District; or Tumwater otherwise breaches this Agreement.
- C. Upon termination, Tumwater shall immediately cease use and return the shower trailer as directed by the District.
- D. Termination does not relieve Tumwater of responsibility for fees, damages, repairs, cleaning costs, recovery costs, or other obligations incurred before return of the shower trailer.

XV. No Separate Legal Entity Created / Property

No separate legal entity is created by this Agreement. The shower trailer remains the sole property of the District. Tumwater obtains only temporary permission to use the shower trailer under the terms of this Agreement. Tumwater shall not claim ownership, lien, title, interest, or other property right in the shower trailer.

XVI. Entire Agreement

This Agreement, including any exhibits incorporated by reference, sets forth all terms and conditions agreed upon by the parties and supersedes any prior oral or written agreements related to the subject matter of this Agreement.

XVII. Amendments

Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. The District Fire Chief or designee may approve administrative updates to exhibits, contact information, equipment lists, inspection forms, or operational instructions, provided such updates do not materially alter the Agreement unless approved as required by District policy.

XVIII. Notice

Any notice required under this Agreement shall be provided to the parties at the addresses listed below and is effective three days following deposit in the United States Postal Service, or upon confirmed electronic delivery if email notice is accepted by both parties.

District:

Thurston County Fire Protection District 3
Attn: Fire Chief Jennifer Schmidt
1231 Franz Street SE
Lacey, WA 98503
Email: jschmidt@laceyfire.com

Tumwater:

City of Tumwater – Tumwater Fire Department
Attn: Fire Chief Brian Hurley
555 Israel Road SW
Tumwater, WA 98501
Email: bhurley@ci.tumwater.wa.us

XIX. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington. Any lawsuit related to or arising out of this Agreement shall be brought and maintained in Thurston County Superior Court.

XX. Dispute Resolution

In the event of a dispute arising out of this Agreement, the dispute shall first be referred to representatives designated by each party to oversee administration of this Agreement. The representatives shall meet within 14 calendar days of either party's request for a meeting and shall make a good faith effort to resolve the dispute.

If the parties are unable to resolve the dispute, the matter may be referred to mediation by mutual agreement. Any expenses incidental to mediation shall be borne equally by the parties unless otherwise agreed.

XXI. Ratification

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

XXII. Effective Date

This Agreement takes effect as of the date of the last signature below.

LACEY FIRE DISTRICT 3

By: _____	Date: _____
Name: _____	Title: _____

CITY OF TUMWATER – TUMWATER FIRE DEPARTMENT

Signature	Date
Leatta Dahlhoff	
Name	
Mayor	
Title	
555 Israel Road SW	
Tumwater, WA 98501	
Address	
360-754-4170	
Telephone	

Signature	Date
Melody Valiant – City Clerk	
Name & Title	

APPROVED AS TO FORM

Signature	Date
Karen Kirkpatrick – City Attorney	
Name & Title	

Exhibit A - Shower Trailer and District-Provided Equipment

Trailer Description: BLACK TIE 8 STALL SHOWER TRAILER

Year / Make / Model: 2023 BLACK TIE 8 STALL SHOWER TRAILER

VIN / Serial Number: 4B9BA322XNMO11146

District Asset Number: 3615

License Plate: D8389C

General Description: HYGIENE TRAILER

District-provided equipment/accessories:

Item	Quantity	Condition at Release	Condition at Return
Shower trailer keys			
Water hoses			
Sewer/wastewater hoses			
Electrical cords/adapters			
Wheel chocks			
Leveling blocks/jacks			
Cleaning supplies			
Other: _____			
Other: _____			

Exhibit B - Fee Schedule and Cost Responsibility

Fee / Cost Item	Responsibility / Amount
Monthly Use Fee	\$2,250 per month
Security Deposit, if applicable	N/A
Delivery / Pickup Fee, if applicable	N/A
Cleaning Fee, if returned unclean	Actual cost
Damage Repair	Actual cost
Missing Equipment Replacement	Actual cost
Late Return / Holdover Fee	N/A
Utility Costs	Responsibility of Tumwater
Wastewater / Pumping / Disposal Costs	Responsibility of Tumwater
Emergency Recovery / Towing Costs	Responsibility of Tumwater

Payment due within 30 days of invoice.

Exhibit C - Shower Trailer Release and Return Inspection Form

Date Released: _____

Released To: _____

District Representative: _____

Tumwater Representative: _____

Mileage, if applicable: _____

Generator Hours, if applicable: _____

Propane/Fuel Level, if applicable: _____

Condition at Release

Inspection Item	OK	Issue / Notes
Exterior body		
Roof		
Tires/wheels		
Hitch/coupler/safety chains		
Lights/brakes		
Doors/locks		
Interior cleanliness		
Shower stalls		
Sinks/fixtures		
Plumbing		
Water connection		
Wastewater connection		
Electrical system		
Heating/ventilation		
Generator, if applicable		
Accessories/equipment		

Condition at Return

Inspection Item	OK	Issue / Notes
Exterior body		
Roof		
Tires/wheels		
Hitch/coupler/safety chains		
Lights/brakes		
Doors/locks		
Interior cleanliness		
Shower stalls		
Sinks/fixtures		

Plumbing		
Water connection		
Wastewater connection		
Electrical system		
Heating/ventilation		
Generator, if applicable		
Accessories/equipment		

Notes / Damage / Missing Items:

District Representative Signature: _____ Date: _____

Tumwater Representative Signature: _____ Date: _____