Bainbridge Island Fire Department

Vehicle Fuel Facility Use Agreement

Between Bainbridge Island Fire Department and City of Bainbridge Island Police Department

This Agreement is entered into between the City of Bainbridge Island, acting through the Bainbridge Island Police Department, referred to as the "City," and the Bainbridge Island Fire Department, a Kitsap County Fire Protection District and a municipal corporation, referred to as the "Department."

The Department owns a vehicle fueling facility located at 8895 Madison Avenue which allows for the fueling of Department vehicles and associated equipment. It is the purpose of this Agreement to provide the terms and conditions under which the Department will provide the use of the fueling facility to the City of Bainbridge Island Police Department.

1. Use of Facility. The fueling facility will be available to authorized personnel of the City at all times. The City is authorized to use the facility described in paragraph 2 of this Agreement for vehicle fueling and at no time shall the fueling facility itself, be under the care, custody or control of the City.

2. Use of Area. The fueling facility allows for unleaded and diesel fuel distribution. The City shall not utilize the fueling facility for any purpose other than the fueling of public safety vehicles.

3. Rent Fee and Payment Provisions. The City agrees to pay $4,325 upon receipt of an invoice in 2014 towards the capital costs of the fueling system. The City also agrees to pay the Department an annual use fee of $180.00, which shall include all utilities and administration fees. In addition, the Department shall invoice the City monthly for fuel consumption by authorized vehicles and equipment on a per gallon basis (based on a weighted average). The Department will charge an additional $10.00 per key for all lost or stolen keys, which includes the cost of a replacement key if necessary.

4. Liability. The City agrees to defend, indemnify and hold harmless the Department from all damages, claims and lawsuits of every kind or nature that arise out of the City's use of the fuel facility and the actions of the City personnel utilizing the fuel facility under the terms of this Agreement: provided however, the City shall not be liable for actions, injury or damages as shall have been occasioned by the negligence of the Department. The Department agrees to defend, indemnify and hold harmless the City from all damages, claims and lawsuits of every kind or nature that arise out of the Department's use of the facility. The City agrees to incur all costs associated with keys that have been requested for the City use, including fuel theft costs due to lost or stolen keys. Furthermore, the City agrees to notify the Department of lost or stolen keys immediately after the City becomes aware of such an event.

5. Insurance. The City shall maintain appropriate liability insurance to cover fuel theft or damages to the fuel facility by the City public safety employees or authorized representatives.

6. Maintenance. The City agrees to maintain the fuel facility in a clean and orderly condition.

7. **Term.** The term of this Agreement shall begin on the date of the Agreement and shall continue until either party provides thirty days written notice of termination to the other party.

8. Modification. This Agreement represents the entire Agreement between the parties. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

Dated this 26 day of February 2014

City of Bainbridge Island

BY: _____
Douglas Schulze, City Manager

Bainbridge Island Fire Department

BY: _____
Hank Teran, Fire Chief