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INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND FIRE DEPARTMENT

This Interlocal Cooperation Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Bainbridge Island, a Washington municipal corporation, hereinafter referred to as the "City," and the Bainbridge Island Fire Department, a Kitsap County Fire Protection District and a municipal corporation, hereinafter referred to as the "BIFD," and pursuant to the authority granted by RCW 39.34.030, Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies - Financing of joint projects.

Purpose: For the City to provide authorized personnel of the BIFD with fuel for all department vehicles during the agreed upon duration at all times.

To define the physical and financial conditions in which BIFD employees will have access to the fueling system at the Public Works Operations & Maintenance Facility.

Use of the Facility: The BIFD is authorized to use the facility for vehicle fueling and at no time shall the fueling facility itself be under the care, custody, or control of the BIFD.

The fueling facility allows for Unleaded-87 Regular, 10% Ethanol, and ULSD #2 Clear Diesel fuel distribution. The BIFD shall not utilize the fueling facility for any purpose other than the fueling of authorized BIFD vehicles.

Benefits: Fueling for BIFD vehicles at all times.

Ensured safety to the citizens of Bainbridge Island enabling the BIFD vehicles to be ready to use

when needed.

Rent Fee and Payment Provisions: The BIFD agrees to pay within 30 days of receipt of invoice.

Invoicing will be based on the current fuel costs and calculated using the Fuel Force fueling system.

BIFD will be billed on a monthly basis.

BIFD will be responsible for all fuel costs.

BIFD also agrees to pay an annual fee of $180.00, which shall include all utilities and administration fees.

The City will charge an additional $10.00 per key/fuel card for lost or stolen keys/fuel cards, which includes the cost of a replacement key/fuel card if necessary.

Ownership and Operation of System: The fueling facility is owned by the City. The City will be responsible for operating and maintaining the system and for keeping fuel accessible at all times

Administration: The City will coordinate fuel deliveries.

The City will track all fueling by the BIFD using the Fuel Force fueling system and bill BIFD monthly according to current fuel costs on a per gallon basis.

Term: The term of this Agreement shall begin on the date of this Agreement and shall continue until either party provides thirty days' written notice of termination.

Indemnification: Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in performance of this Agreement.

Neither party will be considered the agent of the other, nor does neither party assume any

responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

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

Insurance: The BIFD shall maintain appropriate liability insurance to cover fuel theft or damages to the fuel facility by the BIFD employees or authorized representatives.

Maintenance: The BIFD agrees to maintain the fuel facility in a clean and orderly condition.

Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement of the application of the remainder of the Agreement shall not be affected.

Modifications: This Agreement represents the entire agreement between the parties. No

change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by an authorized representative of each party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement dated this 16th day of Sept, 2016.

CITY OF BAINBRIDGE ISLAND

BY: _____

Douglas Schulze, City Manager

BAINBRIDGE ISLAND FIRE DEPARTMENT

BY: _____

Hank Teran, Fire Chief, Bainbridge Island Fire Department