

INTERLOCAL AGREEMENT

BETWEEN NORTH PERRY WATER DISTRICT

AND CENTRAL KITSAP FIRE AND RESCUE

THIS AGREEMENT, has been made and entered into this 1st day of January, 2023. The parties to this Agreement are: North Perry Water District ("Water District") and Central Kitsap Fire & Rescue ("Fire District").

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

PURPOSE, The parties agree there is mutual benefit to both agencies in continued partnership and the purpose of this Agreement is to establish a short-term arrangement wherein the Fire District provides fuel at its Station 41 facility for purchase by the Water District.

NOW THEREFORE, in consideration of the mutual interest contained herein, the parties do agree as follows:

1. Term of Agreement – This agreement will remain in effect until December 31, 2023. If either party wishes to terminate this Agreement prior to the end of the term, 10-day notice shall be given to the other party, and such notice shall be in writing, or by appropriate agency email, to the designated representative indicated in Section 9. No cause shall be necessary to terminate this Agreement by either party.
2. Ownership – Ownership and maintenance responsibility of the fueling facility remains with the Fire District.
3. Compensation – To maintain the pumps in the current fueling system, the Water District agrees to pay the Fire District \$0.20 per gallon above fuel cost for any fuel dispensed to the Water District vehicles plus allocation of any additional fees or surcharges charged by the fuel vendor. The invoice for fuel used shall be provided to the Water District monthly. In addition, the Water District agrees to pay for fifty percent of the routine maintenance costs associated with the upkeep and proper operation of the fueling station as billed by the Fire District.
4. No Separate Entity – No separate legal or administrative entity is created by this Agreement.
5. Indemnification – North Perry Water District agrees to indemnify, defend and hold the Fire District, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting

from, or connected with this Agreement to the extent caused by the tortious negligent acts, errors or omissions of North Perry Water District, its elected officials, commissioners, officers, employees, agents, and volunteers.

Central Kitsap Fire and Rescue agrees to indemnify, defend and hold North Perry Water District, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the tortious negligent acts, errors, or omissions of the CKFR, its employees or agents.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Insurance – North Perry Water District and Central Kitsap Fire and Rescue shall each carry appropriate liability and property damage insurance to cover any loss occasioned by their negligent actions arising from or resulting from damage related to their actions pursuant to this Agreement. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement.
7. Compliance with Laws – The Parties shall comply with all state, federal, and local laws in the implementation and operation of the Program.
8. Disputes – The Parties shall seek to resolve all disputes by negotiation and agreement. Neither party may bring suit with respect to this Agreement without first attempting to resolve the dispute through mediation. Any mediation shall be through Judicial Dispute Resolution LLC or some other mutually acceptable mediation service. The exclusive venue for any suit with respect to this Agreement shall be in Kitsap County, and both Parties irrevocably submit to the venue and jurisdiction of such courts.
9. Notice – Any notice or communication required arising out of or connected with this Agreement shall be sent to the following:

Central Kitsap Fire and Rescue: Jason Christian, Fire Chief, JChristian@ckfr.org

North Perry Water District: Andrew Cook, Operations Supervisor,
A.Cook@northperrywd.org

10. Posting Agreement – Following execution of this agreement each Party shall file it as required by RCW 39.34.040.
11. Complete Agreement – This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understanding shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

THIS AGREEMENT IS APPROVED BY:

Central Kitsap Fire and Rescue

Jason Christian

[Jason Christian \(Jan 12, 2023 16:45 PST\)](#)

Jason Christian, Fire Chief

1/12/2023

Date

North Perry Water District

Andrew Cook

[Andrew Cook \(Jan 20, 2023 15:31 PST\)](#)

Andrew Cook, Operations Supervisor

1/20/2023

Date











2023 CKFR and NPWD Fuel ILA - Final

Final Audit Report

2023-01-20

Created:	2023-01-13
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