

**INTERLOCAL AGREEMENT
BETWEEN NORTH PERRY WATER DISTRICT
AND CENTRAL KITSAP FIRE & RESCUE**

THIS AGREEMENT, has been made and entered into this 11 day of Dec, 2017. 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, allows governmental entities to contract with one another to accomplish things cooperatively that each could do on its own; and

WHEREAS, the governing bodies of the Water District and Fire District agree to update the interlocal agreement dated January 1999; and the governing bodies have agreed that a joint vehicle fueling facility continues to be advantageous to both parties.

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

1. **Fees.** To maintain the pumps in the current fueling system, the Water District agrees to pay the Fire District \$0.10 per gallon above fuel cost for any fuel dispensed to the Water District vehicles. The invoice for fuel used shall be provided to the Water District on a monthly basis. In addition, the Water District agrees to pay a flat fee of \$1,000.00 to the Fire District within thirty (30) days of the effective date of this Agreement and shall make additional annual payments of \$1,000.00 by January 30 of each successive year that this Agreement is in effect.
2. **Terms of the Agreement.** This agreement will remain in effect for 5 years beginning January 1, 2018. If either party wishes to terminate this Agreement prior to the end of the term, six (6) months of notice shall be given to the other party, and such notice shall be in writing to the designated representative indicated below. No cause shall be necessary to terminate this Agreement. Ownership and maintenance of the fueling facility remains with the Fire District.
3. **No Separate Entity.** No separate legal or administrative entity is created by this Agreement.
4. **Indemnification.** North Perry Water District agrees to indemnify, defend and hold the CKFR, 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.

CKFR 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 Section 4 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

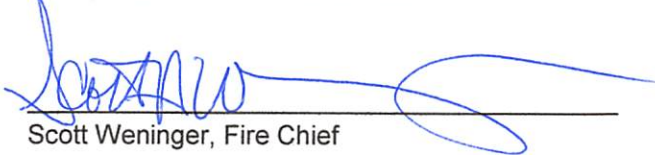
5. **Insurance.** North Perry Water District and CKFR shall each carry appropriate liability and property damage insurance to cover any loss occasioned by their negligent actions arising from or resulting from damage related to their actions pursuant to this Agreement. Each party agrees to accept liability 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.
6. **Compliance with Laws.** The Parties shall comply with all state, federal, and local laws in the implementation and operation of the Program.
7. **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.
8. **Notice.** Any notice or communication required arising out of or connected with this Agreement shall be sent to the following:

Central Kitsap Fire & Rescue	North Perry Water District
Scott Weninger, Fire Chief	George Smalley, General Manager
5300 NW Newberry Hill Rd, Suite 101	2921 Perry Ave
Silverdale, WA 98383	Bremerton, WA 98310

9. **Posting Agreement.** Following execution of this agreement each Party shall file it as required by RCW 39.34.040.
10. **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.

APPROVED:

CENTRAL KITSAP FIRE & RESCUE



 Scott Weninger, Fire Chief

Dated: 12/11/17

NORTH PERRY WATER DISTRICT



 George Smalley, General Manager

Dated: 12/6/17