

## FUEL FACILITY USE AGREEMENT

This Agreement is entered into between East Jefferson Fire Rescue, referred to as "Fire District" and Jefferson Transit Authority, a Public Transportation Benefit Authority, referred to as ("JTA")

### RECITALS

1. This Agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. JTA is building an Administration and Maintenance facility that will include fuel facilities that are capable of meeting the Fire District's fuel supply requirements.
3. Jefferson Transit is willing to permit the Fire District to use its fuel facilities consistent with the terms of this Agreement.

### AGREEMENT

To accomplish the purposes set forth above, and in consideration of the benefits to be received by both parties it is agreed as follows:

1. **Fire District Payment.** The Fire District will contribute the sum of \$60,000.00 toward the construction of JTA's Administrative and maintenance Facility to offset a portion of the cost of building the fuel facility. Such payment shall be made in a single lump sum within 30 days of JTA submitting to the Fire District an invoice. The Fire District's payment shall not create any ownership interest in the bus barn or fuel facility and shall be considered solely as consideration for the right to use the fuel facility during the term of this Agreement.
2. **Operation and Maintenance of Administrative and Maintenance Facility and Fuel Facility.** JTA shall be solely responsible for operation of the fuel facility, and for all costs associated with the future maintenance and operation of the Administrative and Maintenance and fuel facility, except for the cost of fuel purchased by the Fire District as authorized in this Agreement and the administrative fee established by this agreement.
3. **Fuel Purchases.** JTA shall permit authorized Fire District personnel to purchase fuel from the JTA facility on an as needed basis during the term of this Agreement. JTA shall provide the Fire District with the necessary, fuel cards, access codes etc., as required to access and purchase fuel at the facility. Fire District shall assure that all personnel purchasing fuel from JTA's fuel facility comply with all rules and procedures established by JTA for such purchases.
4. **Fuel Costs.** Each party shall be responsible for the actual cost of the fuel it uses without any markup including any applicable taxes. Jefferson Transit shall invoice the Fire District for fuel purchases on a monthly basis. JTA may add an administrative fee for processing the billing for fuel purchased by the Fire District in an amount up to ten percent (10%) of the cost of fuel invoiced at any one time. The Fire District shall pay all invoiced amounts within 30 days of receipt of the invoice.

5. **Term.** This agreement shall be effective upon execution and shall remain in force so long as Jefferson Transit continues to operate the fuel facility.
6. **Hold Harmless/Indemnity.** Each entity shall be responsible for the wrongful or negligent actions of its personnel while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability. To that end, each party promises to indemnify, defend and hold harmless the other party from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington. For purposes of this Agreement, the parties each expressly waives their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligations to protect, save, defend, indemnify, and hold the other party harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the parties. The foregoing waiver is mutually negotiated by the parties to this Agreement.
7. **Equipment Repair.** In the event the Fire District, its officials, agents or personnel cause any damage to the fuel facility, the Fire District shall cover the cost of any repairs that are not covered by JTA's insurance.

8. **Miscellaneous**

- a. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- b. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- c. **Property Ownership.** This Agreement does not provide for jointly owned property. The Administration and Maintenance Facility and the fuel facility shall be owned by JTA.
- d. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- e. **Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on each party's website in accordance with RCW 39.34.040.

By: \_\_\_\_\_

Gordon Pomeroy, Chief  
East Jefferson Fire Rescue

Date: \_\_\_\_\_

9/19/2014

By: \_\_\_\_\_

Tammi Rubert, General Manager  
Jefferson Transit Authority

Date: \_\_\_\_\_

9.26.14