

## FUEL FACILITY USE AGREEMENT

This Agreement is entered into between Central Pierce Fire & Rescue, referred to as "CPFR" and Orting Valley Fire & Rescue, referred to as "User".

### RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. CPFR owns fuel facilities at various locations within the District that will be made available to User as set forth in Exhibit A.
3. User desires to have access to the fuel facilities for purposes of fueling its apparatus.

### 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. **Fuel Purchases.** CPFR shall permit authorized User personnel to purchase fuel from the CPFR fuel facilities listed on Exhibit A on an as needed basis during the term of this Agreement. CPFR shall provide User with the necessary fuel cards, access codes, etc., as required to access and purchase fuel at the fuel facilities.
2. **Fuel Costs.** User shall pay \$15.00 per apparatus for a fuel key or for a replacement key. User shall pay a \$.05 administrative fee per gallon in addition to CPFR's established fuel rates. CPFR shall invoice User for fuel purchases on a monthly basis. User shall pay all invoiced amounts within 30 days of receipt of the invoice.
3. **Term.** This agreement shall be effective upon execution and shall remain in force until either party provides the other party with 30 days' advance written notice of termination.
4. **Equipment Repair.** In the event the User, its officials, agents or personnel cause any damage to the fuel facility, User shall pay the cost of any repairs that are not covered by CPFR's insurance.
5. **Indemnification/Hold Harmless.** User agrees to assume responsibility for all liabilities that occur or arise in any way out of the Use of the fuel facility by its officials, officers, employees, agents or guests and to save and hold CPFR, its elected officials, employees and officers harmless from all costs, expenses, losses and damages, including the costs of defense, incurred as a result of any acts or omissions of User, its officials, officers, employees, agents or guests during the Use of the Premises.

For purposes of this indemnification, User, its officials, officers and employees, shall not be considered to be agents of CPFR.

It is further specifically and expressly understood that the indemnification provided herein constitutes user's waiver of immunity under the industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. User further acknowledges that it has mutually negotiated this waiver.

6. **Assignment.** User shall not assign its rights under this Agreement without the prior written consent of the CPFR.

For purposes of this indemnification, User, its officials, officers and employees, shall not be considered to be agents of CPFR.

It is further specifically and expressly understood that the indemnification provided herein constitutes user's waiver of immunity under the industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. User further acknowledges that it has mutually negotiated this waiver.

6. **Assignment.** User shall not assign its rights under this Agreement without the prior written consent of the CPFR.

Dated: 4/11/22

CENTRAL PIERCE FIRE & RESCUE

By: 

ORTING VALLEY FIRE & RESCUE

By: 

**Exhibit A**

Fuel facilities available to User:

Station 60 Fuel Facility  
Station 69 Fuel Facility  
Station 72 Fuel Facility

Other Fuel Facilities may be made available to the User by CPFR during the duration of the ILA upon mutual agreement by the parties.