

INTERLOCAL AGREEMENT FOR JOINT USE OF FUEL SUPPLY FACILITIES,  
BETWEEN THE NORTH CITY WATER DISTRICT  
AND THE SHORELINE FIRE DEPARTMENT

I. PARTIES:

- A. THE NORTH CITY WATER DISTRICT (NCWD), a municipal corporation.
- B. THE SHORELINE FIRE DISTRICT (“Fire District”), a municipal corporation.

II. RECITALS:

WHEREAS:

- A. THE FIRE DISTRICT has a fuel storage facility located at 17525 Aurora Ave N., Shoreline, Washington 98133.
- B. The NCWD and the Fire District have been negotiating for joint use of the fuel storage and pumping facility, located at the Fire District’s address, in order to provide for emergency fueling options.
- C. The Fire District has installed a key control system to provide NCWD with the individual fuel control information for billing for fuel used by the NCWD from the Fire District’s fuel storage facilities.
- D. The parties have agreed that the agreement should be for a specific term, with an option to extend.

NOW, THEREFORE, the parties agree as follows:

- 1. Length of Contract Term. The term of this Agreement shall be for a period of five (5) years.
- 2. Option to Extend. The NCWD shall have the option to extend this Agreement in five (5) year consecutive increments, subject to negotiation.
- 3. Termination. Either party may terminate this Agreement by giving the other party notice prior to the end of any term, such notice to be in writing, delivered to the party entitled to receive such notice at the addressees set forth in this Agreement.

4. Cost of Fuel. The NCWD agrees to pay the Fire District for all fuel delivered to the to any NCWD vehicle. Invoices shall be delivered to the NCWD covering fuel deliveries during the prior month. Payment is due thirty (30) days after invoice date.
5. Inventory Key. Under the Fire District's inventory control system, it shall issue to the NCWD one (1) inventory key for NCWD vehicles.
6. The NCWD Access. The parties agree that the NCWD shall have twenty-four (24) hour per day access to the Fire District's fuel system facilities, except when use of the facility prevents fueling. The Fire District shall make every attempt to maintain access and/or provide reasonable communication when it is known that the facility won't be available.

As the Fire District's first priority is emergency response, the Fire District reserves the right to restrict fuel access to the NCWD during times of an emergency shortage. The Fire District will work with, and consideration will be given to the NCWD for their emergency needs as well. Any time that NCWD needs fuel from the Fire District they will communicate prior to getting the fuel to ensure that the Fire District is not in a shortage situation.

7. Addresses.

All correspondence addressed to Shoreline Fire Department shall be addressed to:  
Shoreline Fire Department  
17525 Aurora Ave N.  
Shoreline, WA 98133

Correspondence to NCWD shall be addressed to:  
North City Water District  
1519 NE 177<sup>th</sup> St  
Shoreline, WA 98155  
or e-mail to: [billing@northcitywater.org](mailto:billing@northcitywater.org)

8. Effective Date. This Agreement shall become effective and the term of the Agreement shall commence with the date of execution. The commencement date shall be entered into the Agreement as part of this section upon the date that service becomes available. The commencement date is December 8, 2017. The expiration date will be December 8, 2022.
9. Applicable Law. This contract and its terms shall be interpreted under the laws of the State of Washington.
10. Venue - Jurisdiction. In the event of any dispute arising out of the terms and conditions of this Agreement, the dispute shall be first negotiated by the District Manager of the NCWD

and the Chief of Shoreline Fire District, who shall use their best efforts to resolve the dispute and submit their proposals for settlement to their respective legislative bodies for approval.

If the dispute cannot be resolved by the District Manager and the Fire Chief, the dispute shall be submitted to the Board of Commissioners of both agencies for negotiations and resolution, if possible.

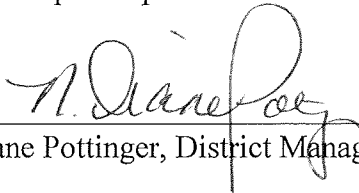
If the dispute cannot be resolved by negotiations between the Board of Commissioners of both agencies, the dispute shall be submitted to a single arbitrator to be agreed upon by both parties. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not be required to take the position of either one party or the other, but may resolve the dispute in an equitable manner, as the arbitrator may deem equitable and appropriate. The parties by agreement may waive arbitration.

If the parties cannot agree on a single arbitrator, the parties may agree to mandatory and binding arbitration in King County, Washington. In the event that arbitration is desired, each of the parties shall elect one arbitrator, and the presiding judge of the Superior Court for King County shall select a third arbitrator. Selection of arbitrators shall take place within fifteen (15) days after the notice by either party requesting arbitration, within thirty (30) days after the request that the court appoint an arbitrator.

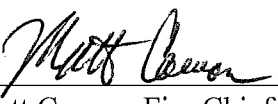
The costs of arbitration shall be borne equally by the parties. During the period that any dispute resolution proceedings are in progress, the contract shall continue in effect under the same terms and conditions in effect at the time the dispute resolution process was instituted.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7 day of December 2018 in King County, Washington.

NORTH CITY WATER DISTRICT  
a municipal corporation

BY   
Diane Pottinger, District Manager

SHORELINE FIRE DEPARTMENT  
a municipal corporation

BY   
Matt Cowan, Fire Chief