

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF LAKE STEVENS
AND
THE LAKE STEVENS SCHOOL DISTRICT
FOR FUEL PURCHASE

THIS INTERLOCAL AGREEMENT FOR FUEL PURCHASE ("Agreement") is entered into this th 26 day of November 2012, by and between the City of Lake Stevens, a Washington municipal corporation ("City"), and the Lake Stevens School District ("District").

WHEREAS, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that public agencies may enter into agreements for joint or cooperative action; and

WHEREAS, the City desires to enter into an agreement with the District whereby the City will purchase fuel from the District for the City's official vehicles; and

WHEREAS, the District has agreed to permit the City to purchase fuel for the City's official vehicles; and

WHEREAS, both the City and the District have determined that it is in the best interests of the residents of the City that this Interlocal Agreement be entered into allowing the City to purchase fuel from the District for its official vehicles;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the City and District agree as follows:

A. Fuel Purchase.

1. The City shall be permitted to fuel its vehicles utilizing the facilities maintained by the District at the Districts' Field Operation Base.
2. The City will have twenty-four hour access to the fueling facilities by special key furnished by the District to the City. City employees should make every effort to avoid the School District filling station during bus deployment and return times.

B. Consideration of Services.

1. The District shall procure fuel from its suppliers and make it available to the City.
2. The City shall pay the District \$0.06 per gallon of fuel in addition to the price the District paid to its suppliers (the "agreed price").
3. The District shall bill the City for fuel supplied on a monthly basis, based on the amount of fuel supplied to the City at the agreed price. The City agrees to remit payment to the District within 30 days of being invoiced.

4. The District agrees to provide to the City a monthly statement showing an accounting of fuel supplied.
- C. Term of Agreement. The term of this agreement shall be effective January 1, 2013 and shall continue in effect until terminated by either party.
- D. Termination of Agreement. Either party may terminate this agreement with or without cause at anytime by providing the other party with a written notice of termination at least sixty days in advance of termination date.
- E. Hold Harmless and Indemnification. In the event of any claim by a third party for damages as a result of access to the District's Field Operation Base or the City's fueling of vehicles, each District and City agree to save, indemnify and hold the other harmless to the extent of their intentional or negligent acts or omissions. Both City and District agree to waive, for the purposes of this indemnity only, the immunity of Title 51, RCW, the Industrial Insurance Act of the State of Washington.
- F. Insurance. The parties represent that each has insurance coverage as follows:
1. City is a participant in the Washington Cities Insurance Authority (WCIA)
 2. District is a participant in the Washington School Risk Management Pool (WSRMP)
- G. Loss Prevention. Should District issue any reasonable directives related to site security at its Field Operation Base, or with respect to use of keys, codes or otherwise, City shall abide by any such reasonable loss prevention directives.

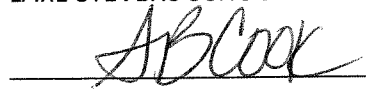
IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

CITY OF LAKE STEVENS




Vern Little, Mayor

LAKE STEVENS SCHOOL DISTRICT



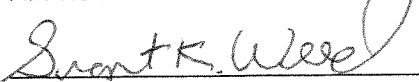
Amy Beth Cook, Superintendent

ATTEST:



Norma Scott, City Clerk

APPROVED AS TO FORM:



Grant K. Weed, City Attorney