

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND CLOVER  
PARK SCHOOL DISTRICT FOR THE PURCHASE OF FUEL

This interlocal agreement is made and entered into this 11<sup>th</sup> day of December, 2010, by and between the City of Lakewood, a municipal corporation, hereinafter referred to as "the City" and the Clover Park School District, also a municipal corporation, hereinafter referred to as "the District."

WHEREAS, the City of Lakewood wishes to establish an Interlocal Agreement with the District for the purpose of fueling city vehicles at the District's Auxiliary Service Center fuel pumps located at 9219 Lakewood Drive SW, Lakewood, Washington, 98499.

NOW, THEREFORE, the parties agree on the terms and conditions as follows:

1. SCOPE OF SERVICES.

1. The District agrees to provide twenty-four (24) hour access to use and purchase fuel from the District's fuel stations to the City's vehicles and employees assigned by the City.
2. The District will ensure each City vehicle and City employee will have an operating fuel and access card, hereinafter referred to as equipment, required to access said service.
3. The City agrees to reimburse the District for the cost of fuel used in addition to administrative costs of 5%.
4. The City Agrees to notify the district a minimum of five (5) days prior to an employee's or vehicle's separation from service with the City, when applicable. The equipment assigned to the employee will be obtained and returned via direct delivery or mail to the District at separation.

2. BILLING AND PAYMENT.

1. The District will provide the City a monthly reconciliation report of fuel purchases per vehicle. The District shall invoice the City by the 15<sup>th</sup> of each month for fuel purchases. The monthly reconciliation report of fuel purchases shall be mailed to:

City of Lakewood  
ATTN: Finance Department  
6000 Main Street SW  
Lakewood, WA 98499

2. The City shall remit payment to the District within thirty (30) days from the invoice date. Payment shall be mailed to:

Clover Park School District  
Financial Service Department  
10903 Gravelly Lake Drive SW  
Lakewood, Washington, 98499

3. **INDEMNIFICATION/HOLD HARMLESS.**  
The City shall indemnify, defend, and hold harmless the District, its employees, officials and agents against any and all claims, injuries, damages, losses or suits including attorney fees incurred in the defense thereof, for any injury to persons or property damage while performing the scope of service. The City shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement.
4. **TERM.**  
These services to the City will commence on January 1, 2011 and shall remain in effect until December 31, 2011.
5. **TERMINATION.**  
This agreement is subject to termination upon thirty (30) days written notice by the City or the District. Termination of this agreement by the City or the District at any time during the term, whether for default or convenience, shall not constitute a breach of the agreement by the City or District.
6. **MODIFICATION.**  
Either party may submit written requests for changes to the agreement. Any and all agreed modifications shall be in writing, signed by each party, and affixed to this agreement as an addendum.
7. **DISPUTES.**  
Differences between the City and the District arising out of this agreement shall be brought to the attention of the City and District at the earliest possible time so that such matters may be addressed or other appropriate action promptly taken.
8. **GOVERNING LAW.**  
This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
9. **NOTICE.**  
Except as set forth elsewhere in the agreement, and for all purposes under this agreement, except service of process, notice shall be given by the District to the City Manager: City of Lakewood, 6000 Main Street SW, Lakewood, Washington, 98499. Notice may be given by delivery or U.S. Mail, first class, postage prepaid. Except as set forth elsewhere in the agreement for all purposes under this agreement, except services of process, notice shall be given by the City to the District to the Superintendent of Schools, 10903 Gravelly Lake Drive SW,

Lakewood, Washington 98499. Notice may be given by delivery or by U.S. Mail first class, postage prepaid.

10. NON-WAIVER OF BREACH.  
Failure or delay of the Parties to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the Parties to declare one breach or default does not act as a waiver of the Parties' right to declare another breach or default.
11. NO AGENCY/JOINT VENTURE.  
Nothing herein is intended to nor shall create any agency, partnership or joint venture agreement, arrangement or relationship between the District and the City.
12. COMPLETE AGREEMENT:  
This agreement contains all of the agreements between the parties and supersedes any prior oral statement, discussion or understanding between parties. No oral modification of or amendment to this agreement shall be effective; however, this agreement may be modified or amended by written agreement signed by all parties to the agreement.

14<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 14<sup>th</sup> day of June, 2010.

CITY OF LAKEWOOD

[Signature]  
Andrew Neiditz, City Manager  
Date: 1-3-11

Attest: [Signature]  
Alice Bush, MMC, City Clerk  
Date: 1-3-11

CLOVER PARK SCHOOL DIST.

[Signature]  
Administrator, Business Services  
Date: 1/11/11

[Signature]  
Director of Transportation  
Date: 1/21/2011

Approved as to legal form only:

[Signature]  
Heidi Ann Wachter, City Attorney  
Date: 20 December 2010