

INTERLOCAL AGREEMENT
BETWEEN CITY of LAKEWOOD AND CLOVER PARK SCHOOL DISTRICT
PURCHASE of FUEL

This Interlocal Agreement made and entered into this 1st day of September, 2011 between the City of Lakewood, a Washington municipal corporation, hereinafter referred to as "City", and the Clover Park School District, also a municipal corporation, hereinafter referred to as "District."

Whereas, the City 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 as follows:

Scope of Service:

1. The District agrees to provide twenty-four (24) hour access to use and purchase fuel from the District's fuel stations to vehicles and employees assigned by the City.
2. The District will ensure each City vehicle and employee(s) 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 7%.
4. The City agrees to notify the District a minimum of 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.

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 15th of each month for fuel purchases.
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, WA 98499.

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.

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Term: These services will be provided to the City effective September 1, 2011 and shall remain in effect until August 31, 2012.

Termination: This agreement is subject to termination upon thirty (30) days of written notice by the City or the District. Termination of this agreement by the City or 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.

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.

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.

Governing Law: This agreement shall be made in and shall be governed by and interpreted in accordance with the laws of State of Washington.

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.

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.

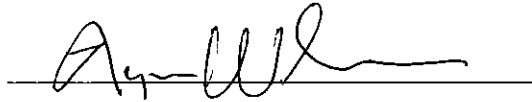
No Agency/Joint Venture: Nothing herein is intended to nor shall create any agency, partnership or joint venture agreement, arrangement or relationship between the District and the City.

Complete Agreement: This agreement contains all of the agreements between the parties and supersedes any prior oral statements, 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 the parties to the agreement.

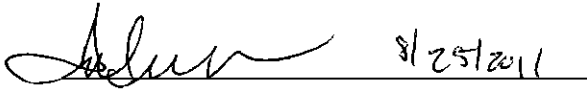
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IN WITNESS WHEREOF, the parties have executed this Agreement this date, 1st of September, 2011.

CLOVER PARK SCHOOL DISTRICT

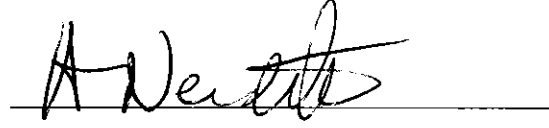


Administrator, Business Services



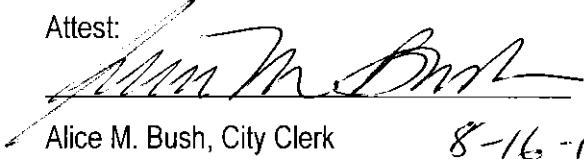
Director of Transportation

CITY OF LAKEWOOD



Andrew E. Neiditz, City Manager

Attest:



Alice M. Bush, City Clerk

8-16-11

Approved as to form:



Heidi Wachter, City Attorney