

City

MERCER ISLAND SCHOOL DISTRICT AND THE CITY OF MERCER ISLAND
INTERLOCAL AGREEMENT FOR FUEL PURCHASE

This Interlocal Agreement is entered into on the 24th of November, 1992 between the Mercer Island School District #400, hereinafter "The District" and the City of Mercer Island, Washington, hereinafter "The City", under the authority of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW.

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 vehicles; and

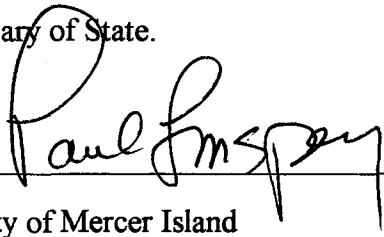
WHEREAS, The District has agreed to permit the City to purchase fuel for the City's vehicles; and

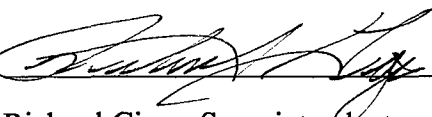
WHEREAS both the City and the District have determined that it is in the best interests of the residents of the City that this Interlocal Agreement be entered into so that the City may purchase fuel from the District for its vehicles;

NOW THEREFORE, The District and the City agree as follows:

1. The City shall be permitted to fuel its vehicles utilizing the facilities maintained by the District at the District's Field Operation Base.
2. The facilities for fueling vehicles shall be open for use by the City from 6 o'clock a.m. until 4 o'clock p.m. on weekdays, with the exception of holidays.
3. The City police will have twenty-four hour access to the fueling facilities by special key furnished by the District to the City's police department.
4. The District shall purchase the fuel from its suppliers and make it available to the City. The City shall pay the District for the fuel at the price the District paid to its suppliers.

5. The District will bill the City for fuel supplied on a monthly basis, based on the amount of fuel supplied to the City. The amount supplied will be determined by the use of a card lock system. This system will be purchased and installed by the City at its sole cost.
6. The City agrees to pay the District on a monthly basis for the fuel supplied by the District and payment will be made to the District within thirty days of the date of billing.
7. Both parties agree that this agreement for fuel purchase shall have a minimum duration of five years but is otherwise open ended as to duration. The City may, however, terminate this agreement at any time by furnishing a minimum of sixty days written notice to the District of the decision to terminate. This agreement may be terminated by either party after the five year minimum term by furnishing to the other party at least sixty days written notice of the decision to terminate.
8. The District agrees to provide to the City monthly statements showing an accounting of fuel supplied, by vehicle, through the use of the card lock system.
9. This agreement shall take effect and be in force upon the signing of this agreement by the authorized representative of each party and after the agreement has been filed with the County Auditor and the Secretary of State.

BY 
City of Mercer Island

BY 
Richard Giger, Superintendent
Mercer Island School District #400