

INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 1st day of April 2017 between the CITY OF LONGVIEW (hereafter "City"), a municipal corporation under the laws of the State of Washington, and LONGVIEW SCHOOL DISTRICT #122 (hereafter "District"), a political subdivision under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the District owns and operates a fueling station; and

WHEREAS, the City owns and operates Mint Valley Golf, a public golf course; and

WHEREAS, the fuel island at the Mint Valley Gold fueling station is no longer in service and Mint Valley Golf has turf equipment that requires fuel; and

WHEREAS, the District currently allows the Longview Fire Department to purchase fuel at its fueling station and is willing to allow Mint Valley Golf to do the same; and

WHEREAS, the District's fueling station is located 1.2 miles/3 minutes away from the Mint Valley Golf location; and

WHEREAS, purchase of fuel by the City from the District will result in significant cost savings to the City; and

WHEREAS, Chapters 39.34 and 39.33 of the revised Code of Washington, authorize local governments and school districts to enter into agreements for the purpose of providing services and facilities to meet the various needs of each party; and

WHEREAS, it is in the public interest to maximize the use of the District's and the City's facilities;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** This Agreement is to acknowledge the parties' mutual interest that the District make available to the City, in particular the Longview Fire Department and Mint Valley Golf, the ability to purchase fuel from the District's transportation facility.
2. **POWERS AND RIGHTS:** The City shall have the right to purchase fuel from the District's transportation facility. The District shall invoice the City for fuel usage on a monthly basis. The District will provide a billing statement which will include the billing period and transaction detail. The City agrees to reimburse the District for the District's fuel purchase price plus 10%.
3. **DURATION OF AGREEMENT-TERMINATION:** This Agreement shall remain in force for a period of five (5) years unless terminated by either party in writing. Either party may terminate this Agreement for any cause upon sixty (60) days advance written notification to the other party. Termination shall not alter the obligations of the parties under the Agreement undertaken prior to termination, including payments owed.

4. **REQUIREMENT**: The District accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
5. **FILING**: Fully executed copies of this Agreement shall be filed or listed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
6. **HOLD HARMLESS**: Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
7. **SEVERABILITY**: Any provision of this Agreement, which is prohibited or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
8. **DISPUTE RESOLUTION**: Disputes arising under this Agreement shall be resolved through consensus agreement of the chief executive officer of each party, and/or their designee. If consensus resolution is not obtained, either party reserves its right to pursue other forms of relief.

Dated: 2/21/, 2017

LONGVIEW SCHOOL DISTRICT #122

By: 
Asst Superintendent &
Executive Director of B & O

Dated: _____, 2017

CITY OF LONGVIEW

By: _____
City Manager

ATTESTED TO:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Date: _____