

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF DES MOINES AND SOUTH KING COUNTY FIRE AND RESCUE  
PURCHASE OF FUEL**

March, 2017, between the City of Des Moines, a Washington municipal corporation hereinafter referred to as "City", and South King County Fire and Rescue, a Washington municipal corporation hereinafter referred to as "District."

**WHEREAS**, the District wishes to establish an Interlocal Agreement with the City for the purpose of fueling District vehicles at the City's Service Center fuel pumps located at 2255 S. 223rd Street, Des Moines, WA 98198; now therefore,

The parties agree as follows:

**Scope of Service:**

1. The City agrees to provide twenty-four (24) hour access to use and purchase fuel from the City's fuel station to vehicles and employees assigned by the District.
2. The City will ensure each District vehicle and employee(s) will have an operating fuel and access card, hereinafter referred to as equipment, required to access said service.
3. The District agrees to reimburse the City for the cost of fuel used in addition to administrative costs of twenty two percent (22%).
4. The District agrees to notify the City a minimum of 5 days prior to an employee's or vehicle's separation from service with the District, when applicable. The equipment assigned to the employee will be obtained and returned via direct delivery or mail to the City at separation.

**Billing and Payment:**

1. The City will provide the District a monthly reconciliation report of fuel purchases per vehicle. The City shall invoice the District by the 15th of each month for fuel purchases.
2. The District shall remit payment to the City within thirty (30) days from the invoice date. Payment shall be mailed to City of Des Moines, 21630 11th Ave. S., Suite A, Des Moines, WA 98198.

**Indemnification/Hold Harmless:** The District shall indemnify, defend and hold harmless the City, 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 District 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.

**Term:** These services will be provided to the District effective April 13, 2017 and shall remain in effect until April 13, 2022.

**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 City to the District to the South King Fire and Rescue Fire Chief Al Church, South King Fire and Rescue, 31617-1 Ave. So., Federal Way, Washington 98003. 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 District to the City to the Des Moines City Manager, 21630 11th Ave S., Suite A, Des Moines, WA 98198. 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.

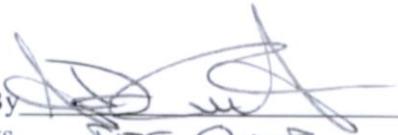
**No Agency/Joint Venture:** Nothing herein is intended to nor shall create any agency, partnership or joint venture Agreement, arrangement or relationship between the City and the District.

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**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.

**IN WITNESS WHEREOF,** the following parties authorize this Agreement based on the effective date of signature.

**SOUTH KING FIRE AND RESCUE:**

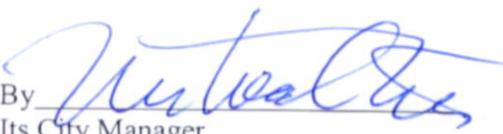
By   
Its FIRE CHIEF  
By Direction of: BOARD OF COMMISSIONERS

DATED: March 28, 2017

APPROVED AS TO FORM:

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District Attorney

**CITY OF DES MOINES**

By   
Its City Manager  
By Direction of the Des Moines City Council in Open Public Meeting on April 13, 2017.

DATED: 4-20-17

APPROVED AS TO FORM:

  
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City Attorney