

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

This Agreement (“Agreement”) is entered into on _____ by and between the Mercer Island School District #400 (“District”), and the City of Mercer Island, Washington (the “City”, together the “Parties”).

WHEREAS, the City desires to enter into an agreement with the District whereby the City may purchase unleaded and diesel fuel (together, “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 Mercer Island residents that this Agreement be entered into so that the City may purchase Fuel from the District for its vehicles.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Agreement’s Purpose:** To establish the terms under which the City may fuel City-owned vehicles utilizing the fueling facilities owned and operated by the District.
2. **Access:** The City will have controlled, twenty-four (24) hour access to the District’s fueling facilities, subject to the District’s security protocols. Such access is limited to City-owned vehicles. Personal vehicles and vehicles owned by other agencies or companies may not access the District’s fueling facilities under this Agreement.
3. **Pricing and Billing:**
 - a. The District shall make available to the City Fuel the District purchases from its suppliers.
 - b. The District will bill the City each month for Fuel obtained at the District’s fueling facility using the City’s Fuel access mechanism(s)/account.
 - c. The City shall pay the District for Fuel purchased using the City Fuel access mechanism(s)/account.
 - d. The price per gallon of Fuel that the City shall pay will equal the District’s purchase price plus \$0.20 per gallon service markup to offset the District’s costs for administration, staffing, and upkeep of the fueling facilities and associated equipment. This service

markup may be reviewed annually for possible adjustment based on mutual agreement.

- e. The District will provide the City with detailed monthly billing statements, including the volume dispensed and applicable charges incurred by the City.

4. **Environmental and Safety Compliance:** The Parties commit to uphold environmental and safety standards in the management and operation of the fueling facilities. A protocol for environmental incident management shall be established.

5. **Amendment, Renewal, & Termination:**

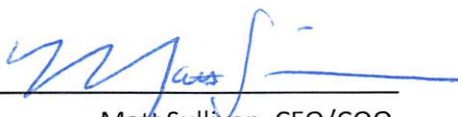
- a. The Agreement's initial term is five (5) years during which time it can be terminated by the City with at least sixty (60) days advanced written notice to the District.
- b. This Agreement shall automatically renew on an annual basis after the initial term of five (5) years unless terminated by either party with sixty (60) days' written notice.
- c. The Agreement may be amended by mutual consent to reflect changes in law, District policy, or operational requirements.
- d. This Agreement applies to City-owned vehicles only.

6. **Effective Date:** This Agreement shall take full force and effect upon the signature by authorized representative of each Party.

BY _____

Jessi Bon, City Manager
City of Mercer Island

Dated: _____

BY  _____

Matt Sullivan, CFO/COO
Mercer Island School District #400

Dated: 9.10.24