

Fuel Sales Agreement

This Agreement is entered this ___ day of _____, 2010 by and between South Whidbey School District # 206 (hereinafter referred to as the "District") and the City of Langley (hereinafter referred to as the "CITY"), acting through their respective boards and commissions.

WHEREAS the District owns and operates a fueling station; and

WHEREAS, the revised Code of Washington, Chapters 39.34 and 39.33 authorizes local governments, including 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 and the CITY facilities;

NOW, THEREFORE, the parties agree as follows:

1. The District may make available to CITY the ability to purchase fuel from the DISTRICT's transportation facility.
2. The DISTRICT will invoice the CITY for fuel usage on a quarterly basis. The DISTRICT will provide a billing statement which will include the billing period and transaction details.
3. The CITY agrees to reimburse the District at \$.10 per gallon above the District's purchase price.
4. The term of this agreement is indefinite, provided, however that either party may terminate this agreement with or without cause upon written notice to the other party.

South Whidbey School District # 206

City of Langley

By:

By:
