

26ER.003

INTERLOCAL SALES AGREEMENT BETWEEN SAN JUAN COUNTY AND THE SAN JUAN ISLAND SCHOOL DISTRICT

This Agreement is made and entered into at pursuant to RCW 39.34.080 by and between **SAN JUAN COUNTY**, a political subdivision of the state of Washington ("COUNTY") and the **SAN JUAN ISLAND SCHOOL DISTRICT**, a Washington municipal corporation ("DISTRICT"), (collectively "Parties").

RECITALS

WHEREAS, the COUNTY maintains an organized and standard bidding structure charged with the function of securing equipment, goods and services in compliance with all appropriate bidding laws of the state of Washington and San Juan County; and

WHEREAS, the COUNTY regularly purchases **motor fuel** for use by government vehicles through a lawful bidding process; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies, including the ability to purchase goods from one another; and

WHEREAS, it has been determined by each of the Parties hereto that it would be in the best interests of the citizens of their respective jurisdictions if the DISTRICT could purchase **motor fuel** from the COUNTY for its motor vehicles; and

WHEREAS, the Parties hereto desire and by this Agreement enter into an Interlocal Agreement ("Agreement") wherein the DISTRICT can purchase **motor fuel** from the COUNTY; and

WHEREAS, the Parties have entered into this Agreement to set forth their rights, duties and responsibilities with the purchase of **motor fuel** by the DISTRICT from the COUNTY;

NOW, THEREFORE, the Parties agree as follows:

1. Duties of the COUNTY.

- a. The COUNTY will purchase **motor fuel** pursuant to the bidding laws of the state of Washington and San Juan County.
- b. The COUNTY will make available to the DISTRICT for purchase **motor fuel** for use by the DISTRICT's motor vehicles to the same extent it is available for COUNTY vehicles. COUNTY will not be liable to the DISTRICT for any temporary unavailability of **motor fuel**.
- c. The **motor fuel** will be stored in locked fuel pumps at the San Juan Island Operations Center, 1609 Beaverton Valley Road, Friday Harbor, WA 98250.

- d. Chip Keys shall be provided to the DISTRICT.
- e. The COUNTY shall act as the administrator of this Agreement.

2. Duties of the Agency.

- a. The DISTRICT will pay the COUNTY at the cost paid by the COUNTY to acquire the **motor fuel** plus **12%** markup. The cost will change dependent on fluctuations in the cost paid by the COUNTY.
- b. The DISTRICT will supply a list of drivers and vehicles for the assignment of unique chip keys.
- c. The DISTRICT will provide employee-signed External Fuel Chip Key User Agreements, on forms supplied by the COUNTY.

3. No Warranties. The Parties agree that the COUNTY has no liability to the DISTRICT as to the quality, serviceability, and suitability of the **motor fuel**. The DISTRICT may inspect the bidding specifications to determine if the **motor fuel** meets its requirements. It is agreed that the **motor fuel** will be treated as though it was selected by the DISTRICT.

4. Term. This Agreement shall take effect immediately and shall continue in effect until **December 31, 2031**. It may be terminated by either Party by giving thirty (30) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

5. Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

6. Indemnification. The DISTRICT agrees to indemnify, defend and hold the COUNTY, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the tortious negligent acts, errors or omissions of DISTRICT, its elected officials, commissioners, officers, employees, agents, and volunteers, or by DISTRICT's breach of this Agreement.

The COUNTY agrees to indemnify, defend and hold the DISTRICT, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or

representatives, arising from, resulting from or connected with this Agreement to the extent caused by the tortious negligent acts, errors, or omissions of San Juan County, its employees or agents.

7. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction. The **Fleet Services Director** for the COUNTY will act as the administrator of this Agreement.

SAN JUAN COUNTY:

SAN JUAN COUNTY FLEET SERVICES
PO Box 231
Friday Harbor, WA 98250
(360) 370-0503
John Roach, Fleet Director

SAN JUAN ISLAND SCHOOL DISTRICT:

SAN JUAN ISLAND SCHOOL DISTRICT
PO Box 458
Friday Harbor WA, 98250
(360) 378-4133
Fred Woods, Superintendent

8. Recording. A copy of this Agreement shall be recorded in the San Juan County Auditor's Office or listed on a Party's website consistent with RCW 39.34.040.

9. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be in San Juan County.

10. Electronic Signature. The Parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as

of this 25 day of August, 2026.

SAN JUAN COUNTY, WASHINGTON

ATTEST: Clerk of the Council

Kelsey Viegas, Deputy Clerk 8-25-26
Sally Rogers, Clerk Date

COUNTY COUNCIL

Justin Paulsen 8/25/26
Justin Paulsen, Chair Date
District 2

REVIEWED BY COUNTY MANAGER

Jessica Hudson 8/25/26
Jessica Hudson Date

Kari McVeigh 8/25/26
Kari McVeigh, Vice-Chair Date
District 1

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Amy S. Vira

Jane Fuller 8/25/26
Jane Fuller, Member Date
District 3

APPROVED ELECTRONICALLY 8/5/26
Reviewed By: «SJCPA»

SAN JUAN ISLAND SCHOOL DISTRICT

Fred Woods
Superintendent

Fred Woods 8-17-26
Date