INTERLOCAL AGREEMENT BETWEEN
THE CITY OF POULSBO AND PORT OF KINGSTON
FOR TRANSFER OF SURPLUS PROPERTY

THIS AGREEMENT is made and entered into by and between the CITY OF POULSBO (the "City") and the PORT OF KINGSTON ("Port"), both municipal corporations organized under the laws of the State of Washington (collectively, the "Parties").

RECITALS

WHEREAS, Chapter 39.33 RCW permits a municipality to transfer ownership of property to another political subdivision on such terms and conditions as may be mutually agreed upon; and

WHEREAS, the City owns certain floats that the City no longer needs or uses; and

WHEREAS, the City has declared said floats to be surplus property; and

WHEREAS, the Port wishes to obtain the floats from the City for its use; and

WHEREAS, the City wishes to transfer ownership of the floats to the Port under the conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section 1. <u>Purpose</u>. The purpose of this Agreement is to establish a contractual arrangement under which the City will transfer to the Port ownership of property, "as is" without any form of warranty, listed in Exhibit A, attached hereto and incorporated by this reference. This agreement shall be interpreted in furtherance of this purpose, except that nothing in this Agreement shall be interpreted as the City creating, transferring, assuring and or bestowing any warranty to the Port.

Section 2. <u>Responsibilities of the Parties</u>. Responsibilities of the Parties shall also include reasonable cooperation to accomplish the above mentioned objective of this agreement.

Section 3. <u>Consideration/Indemnification</u>. The Port shall receive from the City ownership of property listed in Exhibit A, "as is", without records or any form of warranty. In exchange, the Port agrees to indemnify and to hold the City, its officials, officers, employees and agents harmless from any and all damages, losses, and costs, including but not limited to litigation expense and reasonable attorney's fees, related to claims arising from, or related to, property listed in Exhibit A after the consummation of the transfer of ownership between the City and the Port as provided in this Agreement.

Section 4. No Warranty. The Port agrees that the City will provide no warranty as part of this Agreement. The Port further agrees to accept from the City transfer of ownership of property listed in Exhibit A without any warranty or record.

Section 5. Effective Date. This Agreement shall be become effective immediately upon execution by both parties and either filing with the Kitsap County Auditor or listing it by subject on a public agency's web site or other electronically retrievable public source.

Section 6. Termination. Neither party may terminate this Agreement after the effective date above.

Section 7. Integration. This document, together with the attached Exhibit A, constitutes the entire embodiment of the agreement between the Parties, and, unless modified in writing by an amendment executed by the Parties hereto, shall be implemented only as described herein.

Section 8. Non-waiver. Waiver by either party of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this agreement shall be brought in Kitsap County Superior Court.

Section 10. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between Poulsbo and Port.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this __4th__ day of ___June___, 2015.

CITY OF POULSBO   PORT OF KINGSTON

By:_____   By:_____
Mayor Rebecca Erickson   David Malone, Executive Director

ATTEST:

_____
Nicole Stephens, City Clerk

APPROVED AS TO FORM:
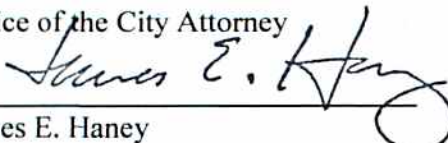Office of the City Attorney

_____
James E. Haney

EXHIBIT A

PROPERTY SUBJECT TO TRANSFER OF OWNERSHIP
BETWEEN THE CITY OF POULSBO
AND PORT OF KINGSTON

1640 sf float only   (A)   **106 lf float only   (B)**

Overall View   (A and B)