

## POULSBO AGREEMENT DISTRIBUTION SCHEDULE

**SUBJECT:** ILA - Port of Kingston - Transfer of Surplus Property

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### CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 06/04/2015
- Approved by the City Council: 06/03/2015
- Completion:
- Recorded:
- Certificate of Liability:

### DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department:
- Mayor

*Nicole Stephens*

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City Clerk

08/17/2015

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Date

**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. Purpose. 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. Responsibilities of the Parties. Responsibilities of the Parties shall also include reasonable cooperation to accomplish the above mentioned objective of this agreement.

Section 3. Consideration/Indemnification. 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 4<sup>th</sup> day of June, 2015.

CITY OF POULSBO

PORT OF KINGSTON

By:   
\_\_\_\_\_  
Mayor Rebecca Erickson

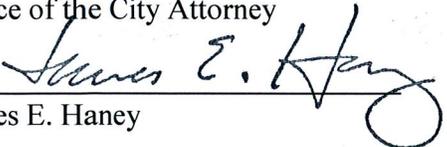
By:   
\_\_\_\_\_  
David Malone, Executive Director

ATTEST:

  
\_\_\_\_\_  
Nicole Stephens, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

  
\_\_\_\_\_  
James E. Haney

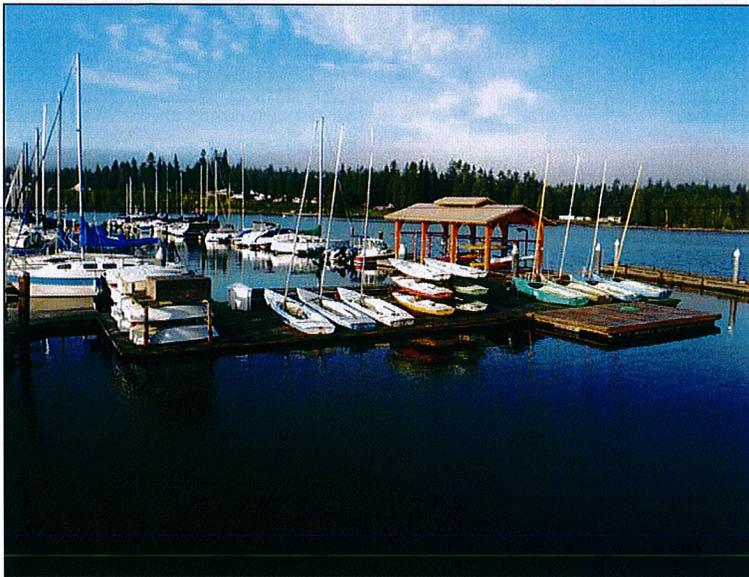
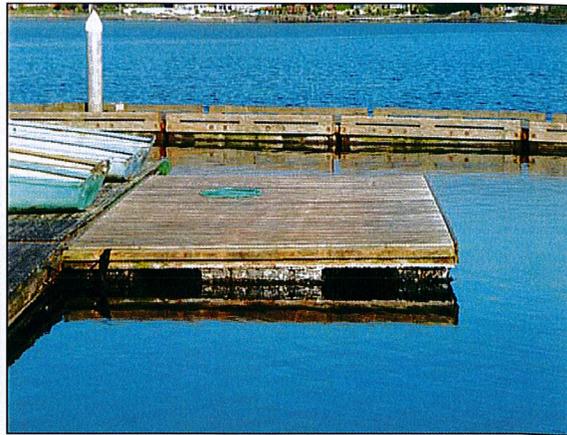
## EXHIBIT A

### 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)

**DISPOSITION OF SAILBOATS AND  
RELEASE OF LIABILITY**

Effective as of the date both parties have executed this Disposition of Sailboats and Release of Liability, the City of Poulsbo, a Washington municipal corporation ("City"), in exchange for the release and indemnification set forth below, hereby releases, assigns and transfers to Sail Kingston Cove, a Washington non-profit corporation, the sailboats which are described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

City hereby warrants to Purchaser only that: (a) Seller is the true and lawful owner of the Property; (b) Seller has good and marketable title to the Property; (c) the Property is free and clear of all title defects and objections, claims, liens, security interests or other encumbrances; and (d) Seller has the right and all necessary power and authority to dispose of the Property.

With the sole exception of the title warranty contained in the preceding paragraph herein, **CITY IS DISPOSING OF THE PROPERTY TO SAIL KINGSTON COVE AS-IS AND WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** By signing below, Sail Kingston Cove assumes all responsibility and risk for any injury to or death of any person or damage to any property, and releases, indemnifies and holds harmless the City of Poulsbo, its officials, officers and employees from any claims, demands, liability or causes of action including but not limited to those made by third parties, in any way relating to the Property.

IN WITNESS WHEREOF, the parties have signed this Disposition of Sailboats and Release of Liability on the date indicated below.

CITY OF POULSBO

SAIL KINGSTON COVE

By:   
Its: Mayor  
Date: 6/15/15

By:   
Its: PRESIDENT  
Date: 6-4-2015

**DISPOSITION OF SAILBOATS AND  
RELEASE OF LIABILITY**

**EXHIBIT A**

City Inventory tag	Type of Boat	Identification Number on Boat
1157	Byte #7	7
1559	Byte #4	4
1560	Byte #8	8
1561	Byte #5	5
1562	Byte #10	10
1564	Laser II #1	1
1567	Laser II #3	3
1573	Lido #10	10
1574	Lido #12	12
1586	Laser II A5	A5
2499	Byte #1	1