

After recording, return to:

Vickie Musgrove, Board Clerk
207 4th Ave. N, Rm 305
Kelso, WA 98626

**INTERLOCAL AGREEMENT BETWEEN
COWLITZ COUNTY AND PACIFIC COUNTY**

This Agreement, made and entered into by and between Cowlitz County, State of Washington, a Washington municipal corporation (hereinafter referred to as "COWLITZ") and Pacific County, State of Washington, a Washington municipal corporation (hereinafter referred to as "PACIFIC"), (collectively "Parties").

WITNESSETH that:

A. Pursuant to findings of the Board of County Commissioners and Sheriff of Cowlitz County, that upon acquisition of a new Sheriff's Office patrol boat and trailer in 2012, that the 1996 20' Almar jetboat and 1996 EZ Load boat trailer currently used as the patrol boat and trailer shall be surplus to the needs of the Cowlitz County Sheriff's Office; and

B. Pursuant to the findings of the Board of County Commissioners and Sheriff of Cowlitz County, the costs of servicing and refitting the 1996 watercraft for purposes sale to private parties, and costs of public auction and sale warrant consideration of transferring the current patrol boat and trailer, as is, to another law enforcement agency within the State; and

C. Pursuant to the findings of the Board of County Commissioners and Sheriff of Pacific County, Pacific County is in dire need of a patrol boat and trailer for purposes of public safety and law enforcement in Pacific County; and

D. Pursuant to the Cowlitz County being willing to transfer said patrol boat and trailer to Pacific County, Pacific County is willing to accept said patrol boat and trailer, as is, and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. **Transfer of watercraft.**

a. Effective upon full execution of this Agreement, COWLITZ shall transfer to PACIFIC a 1996 20' Almar jetboat (hull identification number: AUC2635AK596) and accompanying 1996 EZ Load boat trailer (VIN number 1ZE1SN228TA022558), hereinafter the "Vessel".

b. Said transfer of Vessel by COWLITZ to PACIFIC shall be by Bill of Sale, the form of which is attached hereto as Exhibit "A". COWLITZ shall provide title upon delivery of the Vessel.

c. All transactional costs associated with the transfer of the Vessel shall be paid by PACIFIC; however, COWLITZ shall bear its own legal and administrative costs related to such transactional costs.

d. COWLITZ will deliver the Vessel to the Pacific County Sheriff's Office within 60 days of execution of this Agreement.

2. **"AS IS" Condition/No Warranty.** COWLITZ shall convey the Vessel to PACIFIC, and PACIFIC shall accept the Vessel, in an "as is" "where is" condition, without any representation or warranty whatsoever from COWLITZ, including but not limited to, any warranty of fitness or merchantability express or implied.

3. **Indemnification and Hold Harmless.**

a. PACIFIC agrees to protect, defend, indemnify and hold harmless COWLITZ, its elected officials, officers, employees, agents, and volunteers harmless from any and all 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 COWLITZ, its elected officials, commissioners, officers, employees, agents, and volunteers, or by COWLITZ's breach of this Agreement.

b. The foregoing indemnity is specifically and expressly extended to constitute a waiver of immunity of PACIFIC under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by employees of PACIFIC. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

c. Nothing contained in this section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

d. This Section shall survive the expiration or termination of this Agreement and shall be binding and remain binding on the parties to this Agreement.

4. **Severability and Non-Waiver.** Any provision of this Agreement which is declared invalid or illegal shall in no way effect 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. Failure of either party to declare any breach or default by the other party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

5. **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.

Venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Cowlitz County.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

A copy of this Agreement shall be filed with the respective Auditor's Office or posted on the respective website, as applicable, for each of the parties pursuant to RCW 39.34.040.

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AGREED TO on this _____ day of _____, 2012.

**BOARD OF COMMISSIONERS
COWLITZ COUNTY, WASHINGTON**

George Raiter, Chairman

Michael A. Karnofski, Commissioner

James R. Misner, Commissioner

ATTEST:

Date

Clerk of the Board

APPROVED AS TO FORM, ONLY:
SUSAN I. BAUR, Prosecuting Attorney

By: _____
Civil Deputy

**BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

Lisa Ayers, Chair

Norman Cuffel, Vice-Chair

Beverly Olson, Interim-Commissioner

ATTEST:

Date

Clerk of the Board

APPROVED AS TO FORM, ONLY:
DAVID BURKE, Prosecuting Attorney

By: _____
Civil Deputy

EXHIBIT A

**BILL OF SALE FOR
WATERCRAFT/VESSEL**

KNOW ALL MEN BY THESE PRESENTS: That for and in good and valuable consideration, as set forth in the Interlocal Agreement dated _____, 2012, Cowlitz County, Washington ("Cowlitz") does hereby convey, grant, bargain sell, assign and transfer to Pacific County, Washington ("Pacific") the following described watercraft/vessel:

| Year | MFG | Make/Model | Hull/Vessel Identification No. | Registration |
|------|---------|---------------------------------|--------------------------------|--------------|
| 1996 | ALMAR | ALUMINUM INBOARD RUNABOUT | AUC2635AK596 | WN0701NG |
| 1996 | EZ LOAD | BOAT | 1ZE1SN228TA022558 | 33993C |

This Vessel is transferred "as is" and "where is" without any warranty or fitness or merchantability express or implied.

IN WITNESS WHEREOF, Cowlitz County and Pacific County have hereunto set their respective signatures, hand and seal this _____ day of _____, 2012.

Conveyed by:

COWLITZ COUNTY SHERIFF'S OFFICE

Cowlitz County Sheriff Mark Nelson
(subject to ratifying Interlocal by Cowlitz County)

Accepted by:

PACIFIC COUNTY SHERIFF'S OFFICE



Pacific County Sheriff Scott Johnson
(subject to ratifying Interlocal by Pacific County)