

**INTERLOCAL AGREEMENT
BETWEEN LAKE STEVENS SEWER DISTRICT
AND CITY OF CLE ELUM
FOR THE PURCHASE OF EQUIPMENT**

I. RECITALS

WHEREAS, upon recommendation by the Lake Stevens Sewer District ("LSSD") Staff, on May 14, 2015, the LSSD Board of Commissioners determined that the generator described on Exhibit A (the "Generator") currently is not being used by LSSD and will not be needed by LSSD in the foreseeable future; and

WHEREAS, pursuant to RCW 57.08.015, LSSD provided notice to the public regarding its plan to surplus the Generator described on Exhibit A; and

WHEREAS, City of Cle Elum ("City") desires to purchase the Generator described on Exhibit A from LSSD and LSSD desires to sell the Generator to City; and

WHEREAS, City and LSSD are authorized pursuant to RCW 39.33.010 to "sell, transfer, exchange, lease or otherwise dispose any property, real or personal ... on such terms and conditions as may be mutually agreed upon by the proper authorities" of City and LSSD; and

WHEREAS, the Parties have determined that a fair and reasonable price for the Generator described on Exhibit A is Twelve Thousand Seven Hundred Forty-two and 58/100 Dollars (\$12,248.75), including applicable sales tax;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between Town and LSSD as follows:

II. AGREEMENT

A. Definitions:

1. "LSSD" shall mean the Lake Stevens Sewer District, a municipal corporation formed under the laws of the State of Washington.
2. "City" shall mean the City of Cle Elum, a municipal corporation formed under the laws of the State of Washington.
3. "Generator" shall mean the generator owned by LSSD and described on Exhibit A attached hereto.

B. Purpose of Agreement. The purpose of this Agreement is to define the respective responsibilities of City and LSSD in order to formalize the City's purchase of the Generator from LSSD.

1. City's Responsibilities: City shall remit payment in the amount of Twelve

Thousand Two Hundred and Forty-Eight and 75/100 Dollars (\$12,248.75), which amount includes applicable sales tax, to LSSD within 20 days of receipt of the Generator at the LSSD facilities. Once City takes possession of the Generator, related equipment and appurtenances, all risk of loss passes to City.

2. LSSD's Responsibilities: LSSD shall make the Generator available to City, at the mutually agreed date and time, at the LSSD facilities. LSSD shall issue a bill of sale as the title transfer document. The condition of the Generator, related equipment and appurtenances shall be "AS-IS" and **WITH ALL FAULTS**. Further, LSSD provides no warranty of any kind including, without limitation, fitness for any particular purpose, and makes no representation whatsoever concerning the performance of the Generator, related equipment and appurtenances.

C. No Separate Legal Entity. No separate legal or administrative entity is created by this Agreement.

D. Duration of Agreement. This Agreement shall terminate when the Parties have completed those duties enumerated in paragraph B, above.

E. Effective Date. This Agreement shall be effective on the date when it is executed by both Parties ("Effective Date").

F. Entire Agreement. This Agreement contains the entire Agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either Party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

G. Severability. It is hereby agreed that no waiver of any condition or covenant in this Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

H. Notices. Any written notice required or permitted to be given herein shall be made registered or certified U.S. mail, or by delivery in person to the Party which is the intended recipient of the notice, at the following addresses or to such other respective addresses as either Party hereto may from time to time designate in writing:

City of Cle Elum
Jay McGowan, City Mayor
119 First Street
Cle Elum, WA 98922

Lake Stevens Sewer District
Tonya Christoffersen, General Manager
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF CLE ELUM

By: Jay McFowan

Title: Mayor

Date: 11/9/2020

LAKE STEVENS SEWER DISTRICT

By: Tanya Chushtun

Title: General Manager

Date: Nov. 13, 2020

EXHIBIT A

BILL OF SALE

DATE OF SALE: Nov. 10, 2020.

Lake Stevens Sewer District, a Washington special purpose district, hereinafter called "Seller", does hereby bargain, sell, transfer and convey unto the City of Cle Elum, hereinafter called "Buyer", all its rights, title, and interest in the following personal property:

Cummins Model #: DGCA-5741693
Spec #: T
SN#: J050840463

50 KW Generator
Engine Model #: 4BTA3.9-G5
Engine SN#: 46542018

Seller hereby represents and Buyer hereby acknowledges that Seller is not a dealer in personal property of the description set forth above and that the item hereby sold, unless otherwise expressly stated on this Bill of Sale in writing, is **not new**, and is surplus. Buyer hereby acknowledges that its qualified representatives have examined the item hereby sold, that it accepts the item in its/their present condition, and that, unless otherwise expressly stated on this Bill of Sale in writing, this sale is final.

Seller warrants that it is sole owner of the item hereby sold and that it has authority to transfer full title free of all liens and encumbrances to Buyer through this Bill of Sale. *SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, WRITTEN OR ORAL, CONCERNING THE ITEM SOLD. AMONG OTHER THINGS SELLER DOES NOT WARRANT THE CONDITION OF THE ITEM SOLD OR ITS FITNESS FOR ANY PURPOSE OR ITS MERCHANTABILITY.*

Unless otherwise expressly stated in writing on this Bill of Sale, the item sold is sold "AS IS, WHERE IS, AND WITH ALL FAULTS." To the extent that Washington State sales tax or other tax liability arises by virtue of this sale and purchase of the personal property specified above, it shall be Buyer's responsibility to timely pay such tax and Buyer agrees to save and hold Seller harmless from any such tax liability.

IN WITNESS WHEREOF Buyer and Seller agree that the item described above is transferred on the foregoing terms and conditions and that this document and accompanying documentation with this document constitute the entire agreement between the parties regarding the item.

CITY OF CLE ELUM (BUYER)

LAKE STEVENS SEWER DISTRICT (SELLER)

By: _____

Jay McGowan
(Signature)

By: _____

Tanya Christoffersen
(Signature)

Jay McGowan
(Print or Type Name/Title)

Tanya Christoffersen
(Print or Type Name/Title)

Address: 119 W First Street

Address: 1106 Vernon Rd. Ste. A

Cle Elum, WA 98922

Lake Stevens, WA 98258

Date: Nov. 10, 2020

Date: Nov. 13, 2020