

**INTERLOCAL AGREEMENT FOR COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK
HARBOR, WASHINGTON AND THE CITY OF MUKILTEO, WASHINGTON**

THIS AGREEMENT is made and entered into this 15th day of May, 2018, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and the CITY OF MUKILTEO, WASHINGTON, a municipal corporation, hereinafter referred to as "City of Mukilteo".

WITNESSETH:

WHEREAS, City of Mukilteo desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and City of Mukilteo to join together to surplus items via an auction method.

2. Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement:

- 2.1 Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
- 2.2 Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
- 2.3 Oak Harbor will pay their proportionate share of operating and advertising costs.
- 2.4 Oak Harbor will pay the 9% auction fee based on the gross total of Oak Harbor.

3. Responsibilities of City of Mukilteo: City of Mukilteo shall have the following duties and responsibilities under this Agreement:

- 3.1 City of Mukilteo will surplus their items as outlined in their surplus and disposal procedures.
- 3.2 City of Mukilteo will provide Oak Harbor with a detailed list of items to be sold.
- 3.3 City of Mukilteo will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
- 3.4 City of Mukilteo will transport all items to designated area by the designated time set forward by the auctioneer.
- 3.7 City of Mukilteo will pay their proportionate share of operating and advertising costs.
- 3.6 City of Mukilteo will pay the 9% auction fee based on the gross total of City of Mukilteo items.

4. Representation, Warranties, and Indemnities:

- 4.1 Oak Harbor represents and warrants to City of Mukilteo that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- 4.2 City of Mukilteo represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- 4.3 Each party to this Agreement shall hold harmless, indemnify and defend the other party and its elected officials, officers, agents and employees, for all claims, actions and lawsuits, including costs and reasonable attorney's fees, to the extent such claim, action or lawsuit arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in the performance of this Agreement.

5. Duration of Agreement. This agreement will expire July 20, 2018.

6. Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

7. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

8. No Third-Party Rights. No third party beneficiaries or rights are intended or created by this Agreement.

9. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

11. Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes 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. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

12. Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

13. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

14. Litigation. In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Island County, Washington.

15. Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:


To Oak Harbor:
Robert Severns
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To City of Mukilteo:
Jennifer Gregerson
Mayor
11930 Cyrus Way
Mukilteo, WA 98275

16. Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

CITY OF OAK HARBOR



Mayor Robert Severns
Date: 5-15-18

ATTEST:

Carla Brown


City Clerk

APPROVED AS TO FORM:

M. Spratz

City Attorney

CITY OF MUKILTEO



Mayor Jennifer Gregerson
Date: 5-8-18

ATTEST:

Janet Kueh

City Clerk

APPROVED AS TO FORM:

Angela

City Attorney