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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

SCOTT VALLEY FIRE PROTECTION DISTRICT — Vendor Name

SCOTT VALLEY FIRE DISTRICT
8/8/2015

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CR# 47844 DATE 8-25-11 LOC: INTRLOC-000

AGREEMENT FOR DONATION OF SURPLUS BUNKER GEAR BETWEEN CITY OF BELLEVUE AND SCOTT VALLEY FIRE PROTECTION DISTRICT

This Agreement is made effective this 8th___ day of __August_____ 2011 ("Effective Date"). The parties ("Parties") to this Agreement are the City of Bellevue ("City"), a Washington municipal corporation, and Scott Valley Fire Protection District, a volunteer fire district, located in Siskiyou County, Ca.

RECITALS:

WHEREAS, pursuant to Bellevue City Code ("BCC") 4.32.010, the City Manager has authorized the Fire Chief to declare as surplus any personal property owned by the city which is in the custody of the Fire Department; and

WHEREAS, the Fire Chief has certified in writing to the purchasing manager that _30___ sets of bunker gear is no longer of public use to the city; and

WHEREAS, the Fire Chief has determined the bunker gear is of no value to the City and of nominal value on the open market; and

WHEREAS, Scott Valley Fire Protection District has expressed a need for the City's surplus bunker gear; and

WHEREAS, the donation of the bunker gear to Scott Valley Fire Protection District would relieve the City's burden to store or dispose of the bunker gear; and

WHEREAS, pursuant to RCW 39.33.010 the Parties desire to enter into this Agreement for the donation of the City's surplus bunker gear to Scott Valley Fire Protection District.

NOW THEREFORE, in consideration of the mutual benefits set forth in this AGREEMENT, the Parties agree as follows:

1. Purpose. This Agreement sets forth the City's responsibilities and obligations with respect to donation of surplus bunker gear to Scott Valley Fire Protection District.

2. Offer and Disclaimer of Liability. The City is offering to provide _30__ sets of surplus bunker gear where is / as is at no cost to Scott Valley Fire Protection District. In recognition of this, the City is not making any warranties as to the effectiveness of the equipment provided. The only warranties applicable are those of the manufacturer.

3. Acceptance and Hold Harmless. In recognition of these facts, Scott Valley Fire Protection District agrees to accept the City's offer of the donated bunker gear and to pick up said gear from Bellevue Fire Station __1__ within 20 days of signing this agreement. Scott Valley Fire Protection District agrees to hold harmless the City of Bellevue, its agents, officers, and Fire Department, from any claims, costs, judgments or awards of damages arising out of or in any way resulting from their acquisition and use of the surplus bunker gear.

4. General Provisions.

A. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington

C. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and Scott Valley Fire Protection District agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

D. Successors and Assigns. The Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

E. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

IN WITNESS WHEREOF, the City and Scott Valley Fire Protection District have executed this Agreement as of the day and year first written above by their duly authorized representatives.

Scott Valley Fire Protection District
317 Maple St
P.O. Box 130
Greenview, CA 96037

By: _____
Benny Austin, Fire Chief

City of Bellevue
450 110th Avenue NE
Bellevue, WA 98004

By: _____
Mark Risen, Deputy Chief

Approved as to form:

_____
Monica Buck, Assistant City Attorney