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**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LYNNWOOD AND THE MARYSVILLE FIRE DISTRICT  
FOR THE SALE AND TRANSFER OF SURPLUS PROPERTY**

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THIS AGREEMENT is made and entered into by and between the City of Lynnwood (the “City”) and Marysville Fire District (“the District”), both municipal corporations organized under the laws of the State of Washington (collectively, the “Parties”).

**RECITALS**

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WHEREAS, Chapter 39.33 RCW permits a municipality to transfer ownership of property to another municipality on such terms and conditions as may be mutually agreed upon; and

WHEREAS, the City owns a certain used emergency aid vehicle that the City no longer needs or uses; and

WHEREAS, the City has declared said emergency aid vehicle to be surplus property; and

WHEREAS, the City has determined that revenue from auctioning said emergency response vehicle will not cover the administrative cost thereof; and

WHEREAS, the District is a mutual aid and Hazmat Team partner to the City Lynnwood and therefore will keep the said emergency vehicle within the regional response system providing ongoing value to the City of Lynnwood; and

WHEREAS, the City wishes to sell and transfer ownership of said emergency response vehicle to the District 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 sell and transfer to the District 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 District.

1           Section 2. Responsibilities of the Parties. Responsibilities of the Parties shall  
2 also include reasonable cooperation to accomplish the above-mentioned objective of this  
3 agreement.  
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5           Section 3. Consideration. The District shall receive from the City ownership of  
6 property listed in Exhibit A, "as is", without any form of warranty for the price of six  
7 thousand five hundred dollars (\$6500).  
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9           Section 4. No Warranty. The District agrees that the City will provide no  
10 warranty, as part of this agreement. And the District further agrees to accept from the  
11 City transfer of ownership of property listed in Exhibit A without any warranty or record.  
12

13           Section 5. Effective Date. This agreement shall be become effective immediately  
14 upon execution by both parties and either filing with the Snohomish County Auditor or  
15 listing it by subject on a public agency's web site or other electronically retrievable public  
16 source.  
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18           Section 6. Indemnification and Hold Harmless Agreement. The District agrees to  
19 protect, indemnify and hold the City, its officials, officers, employees and agents  
20 harmless from and against any and all injury or damage to the City, its officials, officers,  
21 employees, agent or property, and also from and against all claims, demands, and causes  
22 of action of every kind and character arising directly or indirectly, or in any way incident  
23 to, in connection with, the terms hereof, including but not limited to transfer of property  
24 listed in Exhibit A. The District specifically waives any immunity that the District may  
25 have with respect to, but only to, the limited extent necessary to indemnify the City, its  
26 officials, officers, employees and agents under this interlocal agreement. The District  
27 further agrees to fully indemnify the City, its officials, officers, employees and agents  
28 from and against any and all costs of defending any such claim or demand to the end that  
29 the City is held harmless there from.  
30

31           Section 7. Integration. This document, together with the attached Exhibit A  
32 constitutes the entire embodiment of the agreement between the Parties, and, unless  
33 modified in writing by an amendment executed by the Parties hereto, shall be  
34 implemented only as described herein.  
35

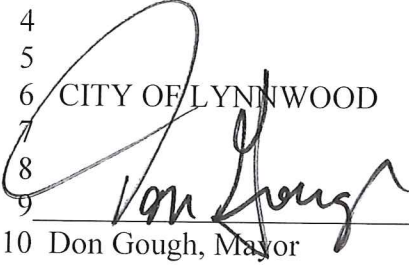
36           Section 8. Duty to File Agreement with County Auditor. The District shall,  
37 within 14 days of execution by the parties, file this interlocal agreement with the  
38 Snohomish County Auditor, or list it by subject on a public agency's web site or other  
39 electronically retrievable public source.  
40

41           Section 9. Non-waiver. Waiver by the City, the District or Parties of any  
42 provision of this agreement shall not be deemed to constitute a waiver of any other  
43 provision.  
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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of  
2 this 13<sup>th</sup> day of FEBRUARY, 2013.

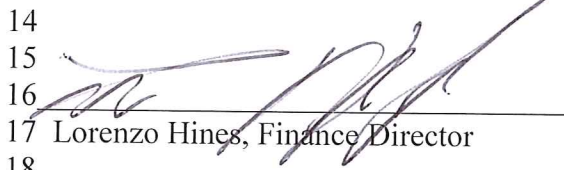
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6 CITY OF LYNNWOOD

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10 Don Gough, Mayor

MARYSVILLE FIRE DISTRICT

  
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Greg Corn, Fire Chief

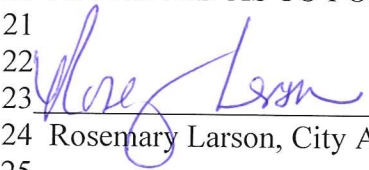
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12  
13 ATTEST

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17 Lorenzo Hines, Finance Director

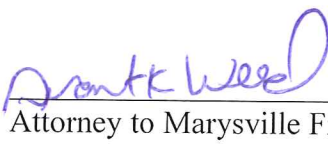
ATTEST

\_\_\_\_\_  
Clerk

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20 APPROVED AS TO FORM

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23 \_\_\_\_\_  
24 Rosemary Larson, City Attorney

APPROVED AS TO FORM

  
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Attorney to Marysville Fire District

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2 **EXHIBIT A**

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4 **PROPERTY SUBJECT TO TRANSFER OF OWNERSHIP**  
5 **BETWEEN THE CITY OF LYNNWOOD**  
6 **AND MARYSVILLE FIRE DEPARTMENT**  
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8 **Beginning of list.**

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10 **1. One 1998 International Type III Ambulance - Emergency Response**  
11 **Vehicle Navistar NO. 1HTSLAMDWH598546. License 22850D**  
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15 **End of list.**  
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