1	INTEDLOCAL ACDEEMENT DETAMENT				
2	INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD AND THE MARYSVILLE FIRE DISTRICT				
3 4	FOR THE SALE AND TRANSFER OF SURPLUS PROPERTY				
5	THIS AGREEMENT is made and entered into 1				
6 7	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				
8 9	"Parties").				
10	RECITALS				
11					
12	WHEREAS, Chapter 39.33 RCW permits a municipality to transfer ownership of				
13	property to another municipality on such terms and conditions as may be mutually agreed				
14	upon; and				
15					
16	WHEREAS, the City owns a certain used emergency aid vehicle that the City no				
17	longer needs or uses; and				
18	WHIEDER C. J. J				
19	WHEREAS, the City has declared said emergency aid vehicle to be surplus				
20 21	property; and				
22	WHEDEAC the City I I I I I				
23	WHEREAS, the City has determined that revenue from auctioning said				
24	emergency response vehicle will not cover the administrative cost thereof; and				
25	WHEREAS the District is a mutual gid and Harmet Team waster to discovery				
26	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				
27	response system providing ongoing value to the City of Lynnwood; and				
28	and a system providing ongoing value to the City of Lynnwood, and				
29	WHEREAS, the City wishes to sell and transfer ownership of said emergency				
30	response vehicle to the District under the conditions set forth herein;				
31	i and the conditions set forth herein,				
32	NOW, THEREFORE, the Parties agree as follows:				
33	<i>y</i>				
34					
35					
36					
37	TERMS				
38 39	Continue 1 D				
40	Section 1. Purpose. The purpose of this agreement is to establish a contractual				
41	arrangement under which the City will sell and transfer to the District ownership of				
42	property, "as is" without any form of warranty, listed in Exhibit A, attached hereto and incorporated by this reference. This agreement 1, 111 is the state of the Bistrict ownership of the property of the bistrict ownership owners				
43	incorporated by this reference. This agreement shall be interpreted in furtherance of this purpose, except that nothing in this agreement shall be interpreted in furtherance of this				
44	purpose, except that nothing in this agreement shall be interpreted as the City creating,				
45	transferring, assuring and or bestowing any warranty to the District.				

<u>Section 2.</u> <u>Responsibilities of the Parties</u>. Responsibilities of the Parties shall also include reasonable cooperation to accomplish the above-mentioned objective of this agreement.

Section 3. Consideration. The District shall receive from the City ownership of property listed in Exhibit A, "as is", without any form of warranty for the price of six thousand five hundred dollars (\$6500).

<u>Section 4.</u> <u>No Warranty</u>. The District agrees that the City will provide no warranty, as part of this agreement. And the District further agrees to accept from the City transfer of ownership of property listed in Exhibit A without any warranty or record.

<u>Section 5</u>. <u>Effective Date</u>. This agreement shall be become effective immediately upon execution by both parties and either filing with the Snohomish County Auditor or listing it by subject on a public agency's web site or other electronically retrievable public source.

Section 6. Indemnification and Hold Harmless Agreement. The District agrees to protect, indemnify and hold the City, its officials, officers, employees and agents harmless from and against any and all injury or damage to the City, its officials, officers, employees, agent or property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, the terms hereof, including but not limited to transfer of property listed in Exhibit A. The District specifically waives any immunity that the District may have with respect to, but only to, the limited extent necessary to indemnify the City, its officials, officers, employees and agents under this interlocal agreement. The District further agrees to fully indemnify the City, its officials, officers, employees and agents from and against any and all costs of defending any such claim or demand to the end that the City is held harmless there from.

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

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

<u>Section 9</u>. <u>Non-waiver</u>. Waiver by the City, the District or Parties of any provision of this agreement shall not be deemed to constitute a waiver of any other provision.

1 2 3	Section 10. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington. Any action arising out of this agreement shall be brought in Snohomish County Superior Court.
4 5 6 7	Section 11. No Employment Relationship Created. The Parties agree that nothing in this agreement shall be construed to create an employment relationship between the District and the City.
8 9 10 11	Section 12. No Entity Created. The Parties agree that nothing in this agreement shall be construed to create a joint entity between the District and the City.
12 13 14 15	Section 13. Administration. Transfer of ownership of property listed in Exhibit A shall be administered jointly by the City and the District under the supervision of Fire Chief Greg Corn of Marysville and Chief Tod Gates of Lynnwood.
16 17 18 19 20	Section 14. Acquisition, Holding and Disposition of Real and Personal Property. No real or personal property, other than those listed in Exhibit A, shall be acquired, held or disposed of by the Parties. After the consummation of the transfer of ownership of properties subject to this agreement, the District shall hold and dispose of the same without restriction from the City.
21 22 23 24 25 26	Section 15. Transfer and Sales Tax. Notwithstanding any provision of law imposing the burden of such taxes on the City, the District shall alone be responsible for and shall pay, if any, (a) all sales, use and transfer taxes, and (b) all governmental charges and fees, upon the conveyance of property listed in Exhibit A.
27 28 29 30 31	Section 16. Notices. Notices to the District shall be sent to the following address:
32 33 34 35	MARYSVILLE FIRE DISTRICT 1094 Cedar Avenue Marysville, Washington 98270
36 37	Notices to The City shall be sent to the following address:
38 39	CITY OF LYNNWOOD
40	Contracts and Purchasing Division
41	PO Box 5008
42	Lynnwood, WA 98046-5008
43	
44	

1 IN WITNESS WHEREOF, the parties he	reto have executed this agreement as of
2 this 13 day of Perseure , 2013.	ioto navo executed tins agreement as of
3 4 5	
6/CITY OF/LYNNWOOD	MARYSVILLE FIRE DISTRICT
Es Van Long	They Com
10 Don Gough, Mayor	Greg Corn, Fire Chief
11	
12 ATTEST	
13 ATTEST	ATTEST
14 15 16	
17 Lorenzo Hines, Finance Director	Clerk
18	
19	
20 APPROVED AS TO FORM	APPROVED AS TO FORM
21 22 23 / Ne Lym	Dontk Weel
24 Rosemary Larson, City Attorney	Attorney to Marysville Fire District
25	James I no District

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2		EXHIBIT A
3 4 5 6 7		PROPERTY SUBJECT TO TRANSFER OF OWNERSHIP BETWEEN THE CITY OF LYNNWOOD AND MARYSVILLE FIRE DEPARTMENT
8 9	Beginning	g of list.
10 11 12	1.	One 1998 International Type III Ambulance - Emergency Response Vehicle Navistar NO. 1HTSLAMDWH598546. License 22850D
13 14		
16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37		
38 39 40 41 42 43		
43 44		