

**INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH COUNTY FIRE DISTRICT #1 AND EDMONDS SCHOOL DISTRICT #15
FOR
PURCHASE OF SURPLUS PROPERTY**

THIS AGREEMENT is made and entered into by and between the Snohomish County Fire District #1 ("Fire District #1") and Edmonds School District #15 ("District #15"), both municipal corporations organized under the laws of the State of Washington (collectively, the "Parties").

RECITALS

WHEREAS, Chapter 39.33 RCW and Chapter 43.09 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, Fire District #1 has a surplus of used **Fire Fighting Bunker Gear** that Fire District #1 no longer needs or uses; and

WHEREAS, Fire District #1 has determined that this **Fire Fighting Bunker Gear is valued at an amount of \$10,000 and is in such condition that a fire department would pay this cost to obtain them; and**

WHEREAS, District #15 wishes to obtain this **Fire Fighting Bunker Gear** from Fire District #1 to replace its older Fire Fighting Bunker Gear to use for training and educational purposes; and

WHEREAS, Fire District #1 wishes to sell this Fire Fighting Bunker Gear to District#15 at a reduced cost of **\$5,000**;

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this Interlocal Agreement is to establish a contractual arrangement under which Fire District #1 will sell and transfer to District #15 ownership of properties, as is without any form of warranty, listed in inventory Exhibit A, attached hereto and incorporated by this reference, for District #15 to use for training and educational purposes. This Interlocal Agreement shall be interpreted in furtherance of this purpose, except that nothing in this Interlocal Agreement shall be interpreted as Fire District #1 creating, transferring, assuring and or bestowing any warranty to District #15.

Section 2. Responsibilities of the Parties. Responsibilities of the Parties shall also include reasonable cooperation to accomplish the above mentioned objective of this Interlocal Agreement.

Section 3. Consideration. District #15 shall purchase and receive from Fire District #1

ownership of properties, as is, without records or any form of warranty, listed in Exhibit A. In exchange, District #15 agrees to indemnify and to hold Fire District #1, its officials, officers, employees and agents harmless from any and all damages, losses, and costs, including but not limited to litigation expense and reasonable attorney's fees, related to claims arising from, or related to, properties listed in Exhibit A after the consummation of the transfer of ownership between Fire District #1 and District #15 as provided in this Interlocal Agreement.

Section 4. No Warranty. District #15 and Fire District #1 agree that neither Party will provide any warranty or record, including but not limited to service and maintenance records, as part of this Interlocal Agreement. District #15 and Fire District #1 further agree to accept the transfer of ownership of properties listed in Exhibit A from each other without any warranty or record.

Section 5. Effective Date. This Interlocal Agreement shall become effective immediately upon execution by both parties and filing with the Snohomish County Auditor. Alternatively, RCW 39.34.040 was amended effective June 7, 2006, to permit a public agency to list interlocal agreements on its website in lieu of having the agreement filed with the county auditor's office.

Section 6. Termination. Neither party may terminate this Interlocal Agreement after the effective date above.

Section 7. Indemnification and Hold Harmless Agreement. School District #15 agrees to protect, indemnify, save and hold harmless Fire District #1, its officials, officers, employees and agents from and against any and all injury or damage to Fire District #1, its officials, officers, employees, agents 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. School District #15 specifically waives any immunity that District #15 may have with respect to, but only to, the limited extent necessary to indemnify Fire District #1, its officials, officers, employees and agents under this agreement. School District #15 further agrees to fully indemnify Fire District #1, its officials, officers, employees and agents from and against any and all costs of defending any such claim or demand to the end that Fire District #1 is held harmless therefrom. However, the above-stated agreement notwithstanding, this Indemnification and Hold Harmless Agreement shall not apply to injuries and/or damages arising directly or indirectly out of, or caused by, Fire District 1's willful and wanton acts or omissions and/or gross negligence; in such cases both parties shall be responsible for their own acts or omissions, in proportion to their shares of liability and responsibility.

Section 8. Integration. 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 9. Duty to File Agreement with County Auditor. Fire District #1 shall, within five days of execution by the parties, file this Interlocal Agreement with the Snohomish County Auditor.

Section 10. Non-waiver. Waiver by Fire District #1, District #15 or Parties of any provision of this Interlocal Agreement shall not be deemed to constitute a waiver of any other

provision.

Section 11. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington. Any action arising out of this Interlocal Agreement shall be brought in Snohomish County Superior Court.

Section 12. No Employment Relationship Created. The Parties agree that nothing in this Interlocal Agreement shall be construed to create an employment relationship between Fire District #1 and District #15.

Section 13. No Entity Created. The Parties agree that nothing in this Interlocal Agreement shall be construed to create a joint entity between Fire District #1 and District #15.

Section 14. Administration. Purchase and Transfer of ownership of properties listed in Exhibit A shall be administered jointly by Fire District #1 and District #15 under the supervision of a Fire District representative of Snohomish County Fire District #1 and the Director of Career and Technical Education Mark Madison of District #15.

Section 15. 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 Parties. After the consummation of the transfer of ownership of properties subject to this Interlocal agreement, District #15 shall hold and dispose of the same without restriction from Fire District #1, and Fire District #1 shall hold and dispose of the same without restriction from District #15.

Section 16. Notices. Notices to Fire District #1 shall be sent to the following address:

**Snohomish County Fire District #1
Purchasing Manager
12425 Meridian Ave. S.
Everett, WA 98208**

Notices to District #15 shall be sent to the following address:

**Edmonds School District #15
Director of Career and Technical Education
20420 68th Avenue W
Lynnwood, WA 98036**

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement
as of

EDMONDS SCHOOL DISTRICT #15

SNOHOMISH COUNTY FIRE DISTRICT #1



Marla Miller, Executive Director
Business and Operations

3/16/2012



Ed Widdis, Fire Chief

School Board approval date: March 13, 2012

SNOHOMISH COUNTY FIRE DISTRICT #1



David Chan,
Fire Commissioner Board Chair

EXHIBIT A

LIST OF PROPERTIES SUBJECT TO PURCHASE AND TRANSFER OF OWNERSHIP
BETWEEN THE SNOHOMISH COUNTY FIRE DISTRICT #1 AND EDMONDS SCHOOL
DISTRICT #15

Beginning of list:

**JANESVILLE GLOBE
JACKETS**

**JANESVILLE GLOBE
PANTS**

SIZE	QUANTITY	SIZE	QUANTITY
38/29 L	1	32 S	2
40/29 S	1	34 R	8
40/32 R	2	34/30	1
40/32 L	1	34 L	3
42/29 R	2	36/33	1
42/32/R	2	36/34	1
44/29 R	2	36 L	3
44/32 R	7	38/28	1
44/32 L	1	38 R	2
46/29 R	5	38 S	1
46/32 L	1	38 L	2
48/29 R	1	40/30	1
48/32 L?	1	40/32	1
		42/28	1
		42/32	1
		42 L	1
		44 L	2

End of list