

**INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND SNOHOMISH COUNTY FIRE DISTRICT NO. 1 REGARDING TRANSITIONAL
ISSUES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "Authority") and the **SNOHOMISH COUNTY FIRE DISTRICT NO. 1**, a Washington municipal corporation (the "District") on this 1st day of October, 2017.

WHEREAS, the District and the City of Lynnwood are participating jurisdictions in the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") which was approved by the voters on August 1, 2017 and created effective October 1, 2017 (the "Effective Date"); and

WHEREAS, the District and the Authority are public agencies as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and,

WHEREAS, the parties desire to enter into this Agreement to effectuate the purposes of the RFA Plan in a seamless and efficient manner.

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

I. PURPOSE AND TERM.

1.1. **Purpose.** The purpose of this Agreement is to implement the Regional Fire Authority Plan ("RFA Plan") to ensure a smooth and seamless transition of services and responsibilities from the District to the Authority.

1.2. **Term.** This Agreement shall take effect on October 1, 2017 (the "Effective Date"). If this Agreement is ratified by the governing bodies of the Authority and the District after the Effective Date, this Agreement shall be effective retroactively as of October 1, 2017, and all acts consistent with this Agreement shall be deemed ratified by the District and the Authority. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties; provided, however, that certain provisions of this agreement may be continued beyond termination as specified by the RFA Plan, subsequent agreement, or by statute.

II. TRANSFERS OF PROPERTY, FUNDS AND ASSETS.

2.1 **Transfer of Property and Assets.** On the Effective Date, or as soon as practical thereafter, the District shall transfer to the Authority the following property, assets and records on an "as is, where is" condition:

- a. Real Property. All real property shall be conveyed to the Authority via the Quit Claim Deed attached hereto as **Exhibit 1**.
- b. Fixtures, Furnishings, Equipment, Etc. All District owned fixtures, furnishings and equipment and other personal property shall be conveyed to the Authority via the Master Bill of Sale attached hereto as **Exhibit 2** (the "Master Bill of Sale"). The executed Master Bill of Sale shall be delivered to the Authority by October 1, 2017.
- c. Vehicles and Apparatus. Each titled vehicle owned by the District shall be conveyed to the Authority via a Vehicle Bill of Sale form attached as **Exhibit 3** (the "Vehicle Bill of Sale") and a signed Certificate of Title. Such documents shall be delivered to the Authority by October 1, 2017. The District shall be responsible for reporting the sale of each vehicle to the Department of Licensing. The Authority shall be responsible for applying for issuance of a new title.
- d. Records and Materials. All reports, documents, surveys, books, records, files, papers, and electronic or written material that are owned by or in the possession of the District shall be transferred and/or made available to the Authority as provided in Article VI herein.
- e. LEOFF 1 Liabilities. The Authority and District will coordinate to transfer all rights and obligations regarding LEOFF 1 retiree medical benefits, including but not limited to any Long-Term care policies, to the Authority as of October 1, 2017.

III. CONTINUING FUNDING OBLIGATIONS.

3.1 Transfer of Revenue. Pursuant to Section 6 of the RFA Plan, all revenue of the District, including but not limited to (i) tax revenues from its fire and EMS levies, (ii) revenues from interlocal agreements with cities served by the District, (iii) transport fee revenue collected from charges made for ambulance or aid car transportation of patients to hospitals or other places of treatment and (iv) revenue from grants made to the District by governments and nonprofit organizations, shall be transferred to the Authority.

3.1.1 It is the parties' intent that the District will annually utilize the limit factor of 1% as provided in RCW 84.55.0101 for levying the EMS levy.

3.2 District Expenses. The Authority shall pay for expenses incurred by the District until such time as dissolution is approved by the voters of the District.

IV. CONTRACT ASSIGNMENTS.

4.1 Assignments. The District shall, where possible, assign to the Authority any contractual agreements (including but not limited to interlocal agreements and grant

agreements). A list of such contractual agreements appears on **Exhibit 4** hereto (the "Fire Department Contracts").

4.1.1 The District shall notify each contracting party under a Fire Department Contract of the formation of the Authority and the fact that the Authority intends to accept an assignment from the District of such contract effective October 1, 2017. The District shall endeavor to obtain the written consent of all contracting parties in the form of a written "Assignment" acknowledging the assignment of the District's interest in such Fire Department Contracts to the Authority effective on October 1, 2017 in substantially the form attached as Exhibits 7(a) and 7(b). Copies of such assignments shall be provided to all signatories.

4.1.2 In the event that the District is unable to obtain a contracting party's consent to the assignment of any specific Fire Department Contract, the District shall notify the Authority, in which case the parties shall collaborate to find a solution that would allow the Authority to continue receiving the benefits from such Fire Department Contract. If the Authority determines that the continuation of any such contract is not in the Authority's best interest, the District shall be solely responsible for managing and/or terminating that particular contractual relationship.

V. FURTHER ASSURANCES.

5.1 **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions, (e.g. payroll, records transfer, and employee benefit coordination) and to reasonably cooperate with each other to effectuate the RFA Plan and this Agreement.

VI. RECORDS.

6.1 **Record Retention and Public Records Act Requests.** Inasmuch as all District records are being transferred to the Authority, the Authority shall be responsible for maintaining such records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW. The Authority shall further be responsible for fulfilling all legal requirements of the District with regards to any Public Records Requests issued to the District.

VII. ADMINISTRATION.

7.1 **Administration of Agreement.** The Fire Chief of the Authority and the District shall administer this Agreement. All actions taken by the Fire Chief shall be summarized in a monthly written, itemized report submitted to the District Board of Fire Commissioners at a regular Board meeting with a copy provided to all Authority Board members.

VIII. DISPUTE RESOLUTION

8.1 **Mediation.** If the parties are unable to resolve a dispute, then upon a request by either party to mediate, the parties shall mutually agree upon a mediator. If the Authority and District cannot agree upon a disinterested mediator within ten (10) business days after such request, the District and the Authority shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to

mediate the dispute may only be waived by mutual written agreement and is a prerequisite to binding arbitration. Except for unusual reasons beyond the reasonable control of either party, the mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the District and the Authority.

8.2 Binding Arbitration. If the District and the Authority are unsuccessful in resolving any dispute during mediation, either party may demand binding arbitration as provided herein.

8.2.1 The arbitration shall be conducted by JAMS in Seattle, Washington or other mutually agreeable dispute resolution service. The dispute shall be governed by the selected arbitration service's Streamlined Arbitration Rules and Procedures. The parties shall agree on a JAMS or other arbitrator with twenty (20) days from the date the matter is submitted to JAMS or other dispute resolution service. In the event that the parties fail to agree on an arbitrator within such time, then JAMS or the other dispute resolution service shall be asked to submit the names of at least three arbitrators. Each party shall have ten (10) days after receiving the list to strike one name from that list. JAMS or the other dispute resolution service shall select the arbitrator from the names on the list that have not been struck by either party. The parties may agree on another arbitrator in JAMS or other dispute resolution service or another person at any time. In the event that JAMS is unable or unwilling to provide an arbitrator and the parties cannot otherwise agree, then either party may request the Snohomish County Superior Court to designate an arbitrator.

8.2.2 The decision of the arbitrator shall be final and binding upon both parties, subject only to the right of appeal as provided in Chapter 7.04A RCW; provided, however, that in arriving at such decision, neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

8.2.3 The arbitrator cannot order either party to take action contrary to law.

8.2.4 Each party shall be responsible for its own costs incurred in the arbitration. The cost of the arbitrator shall be shared equally.

8.2.5 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

IX. MISCELLANEOUS.

9.1 **Exhibits.** Attached to this Agreement are a number of exhibits that detail the work to be performed by the Authority in coordination with the District, and the work to be performed by the District for the benefit of the Authority. The attached Exhibits (the "Exhibits") are adopted and incorporated into this Agreement by this reference.

9.2 Authority Responsible for Compliance with Laws. It is recognized that with the passage of the RFA Plan by the voters of the City of Lynnwood and the District, a new municipal corporation was created as of October 1, 2017 with a purpose separate from that of the District, and with officers, employees, and elected and appointed officials separate from those of the District. It is recognized that as of October 1, 2017, the Authority is a stand-alone and independent legal entity completely separate in all purposes from that of the District and Snohomish County Fire Protection District No. 1. Except as otherwise provided for in this Agreement, the Authority shall be solely legally responsible for all conduct and services provided by the Authority.

9.3 District and Authority are Independent Municipal Governments. The parties recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the County.

9.4 Conflicts with RFA Plan. This Agreement is intended to implement the RFA Plan. In the event of a conflict between the terms of this Agreement and the RFA Plan, the RFA Plan shall control.

9.5 Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

9.6 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

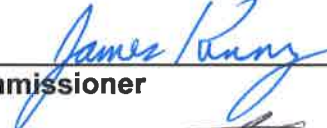
9.8 Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

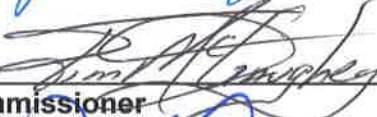
9.9 Entire Agreement. This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the respective commissions of the County and the Authority.


9.10 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

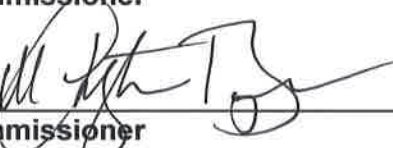
DATED: 10/1/17

SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

Approved as to


Authority Attorney

DATED: 10/1/17

SNOHOMISH COUNTY FIRE DISTRICT NO. 1

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

Form: Approved as to Form:

City Attorney

EXHIBIT 1
Quit Claim Deed

INTERLOCAL AGREEMENT BETWEEN SOUTH
SNOHOMISH COUNTY FIRE & RESCUE RFA
AND SNOHOMISH FIRE DISTRICT NO. 1 - 7

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

QUITCLAIM DEED

Grantor(s): SNOHOMISH COUNTY FIRE DISTRICT NO. 1, a Washington municipal corporation

Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY, a Washington municipal corporation

Legal Description: PTN. LOT 17 BLK 2 ALDERWOOD MANOR 4;
PTN. SW ¼ NW ¼ SEC 21-T28N-R5E;
PTN. NW ¼ SEC. 34-28N-5E;
PTN. LOT 3, BLK 3, POPLAR GROVE;
PTN. LOT 11, BLK 6, ALDERWOOD MANOR 10;
PTN. TR 5, BLK 28, ALDERWOOD MANOR 5;
LOT 18, BLK 2, SHELBY 4;
PTN. E ½ SEC. 25-T28N-R4E;
PTN. LOT 4, ALL LOT 18, PTN. LOTS 3-7 & PTN. LOTS 16-22, LAKE SERENE HEIGHTS;
LOT B 119(4-76) SP

Tax Parcel No(s): 003729 002017 02; 280521 002012 00; 280534 002013 00;
005467 003003 03; 003737 006011 00; 003730 028005 04;
005706 002018 00; 280425 004001 00; 004923 000018 02;
003733 007001 02

Ref. No. of Related Doc(s): N/A

Grantor, **SNOHOMISH COUNTY FIRST DISTRICT NO. 1**, a Washington municipal corporation, for and in consideration of WAC 458-61A-205(1)(2), does hereby quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation, its entire interest in the real estate which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

INTERLOCAL AGREEMENT BETWEEN SOUTH SNOHOMISH COUNTY FIRE & RESCUE RFA AND SNOHOMISH FIRE DISTRICT NO. 1 - 8

EXHIBIT A
LEGAL DESCRIPTIONS

FS 10 - TAX PARCEL NO. 003729 002017 02 [3922 156th St. SW, Lynnwood, WA]

Lot 17, Block 2, ALDERWOOD MANOR NO. 4, according to the plat thereof recorded in Volume 9 of Plats, page 73, records of Snohomish County, Washington; EXCEPT the West 20 feet conveyed to Snohomish County by Deed recorded under Recording No. 1044003; AND EXCEPT the South 871.2 feet thereof; AND EXCEPT the North 10 feet; EXCEPT the West 20 feet, conveyed to Snohomish County by Deed recorded under Recording No. 2096221; EXCEPT that portion conveyed to Snohomish County per Deed recorded under Recording No. 200903170661.

SITUATE in the County of Snohomish, State of Washington.

FS 12 - TAX PARCEL NO. 280521 002012 00 [3525 108th ST SE, Everett, WA]

The West 270 feet of the South half of the Southwest quarter of the Northwest quarter of Section 21, Township 28 North, Range 5 East, W.M.; EXCEPT the West 30 feet thereof as conveyed to Snohomish County, Washington by deeds recorded under Auditor's File Nos. 635058 and 2231968; AND EXCEPT the South 20 feet thereof conveyed to Snohomish County, Washington by deed recorded under Auditor's File No. 552404; AND EXCEPT those portions conveyed to Snohomish County by deeds recorded under Snohomish County Recording Nos. 200005190393, and 200312231033.

SITUATE in the County of Snohomish, State of Washington.

FS 13 - TAX PARCEL NO. 280534 002013 00 [13611 Puget Park Dr., Everett, WA]

That portion of the Northwest quarter of Section 34, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows: Commencing at the intersection of the centerline of 137th Street Southeast with the centerline of Puget Park Drive as shown on Sheet 3 of 3 Sheets of the PLAT OF PUGET PARK NO. 3, recorded in Volume 30 of Plats, on pages 20 through 22, in records of said County; THENCE North 34°43'32" East along said Centerline of Puget Park Drive 230.00 feet; THENCE South 55°16'28" East 50.00 feet to the Point of Beginning on the Easterly margin of said Drive; THENCE South 34°43'32" West along said Easterly margin 175.00 feet to the beginning of a curve to the left with a radius of 25.00 feet; THENCE Southerly along said Curve through a central angle of 90°00'00" an arc distance of 39.27 feet to a point of tangency on the Northerly margin of said 137th Street S.E.; THENCE South 55°16'28" East along said Northerly margin 208.75 feet to the beginning of a curve to the left with a radius of 170.00 feet; THENCE Easterly along said Curve through a central angle of 14°38'00" an arc distance of 43.42 feet to intersect the arc of a curve at a point from which the center lies South 85°27'45" East and 510.00 feet distant; THENCE Northerly along said Curve to the right through a central angle of 23°12'35" an arc distance of 206.59 feet; THENCE North 55°16'28" West 211.31 feet to the Point of Beginning.

SITUATE in the County of Snohomish, State of Washington.

FS 18 – TAX PARCEL NO. 005467 003003 03 [21206 Poplar Way, Brier, WA]

That portion of Lot 3, Block 3, POPLAR GROVE, according to the plat thereof recorded in Volume 11 of Plats, page 4, records of Snohomish County, Washington, lying Northerly of the following described line: Beginning at the most Northerly corner of a tract of land conveyed to Thomas J. Wright and Gem R. Wright by Deed recorded under Recording No. 1286017 (Volume 649 of Deeds, page 357); THENCE South 74°11'54" East along the Northerly line of said Wright Tract to the most Southerly corner of a tract of land conveyed to George W. Fitzsimmons and Bonnie L. Fitzsimmons by deed recorded under Recording No. 1399087 (Volume 715 of deeds, page 33); THENCE North 33°32'34" East along the Southeasterly line of said Fitzsimmons Tract to the Southwesterly margin of the public road (Poplar Way), and the terminus of said Line;
EXCEPT that portion thereof lying within the public road as conveyed by deed recorded under Recording Nos. 784178 and 2248695.

SITUATE in the County of Snohomish, State of Washington.

FS 21 – TAX PARCEL NO. 003737 006011 00 [16819 13TH Ave. W, Lynnwood, WA]

Lot 11, Block 6, ALDERWOOD MANOR NO. 10, according to the plat thereof recorded in Volume 10 of Plats, page 10, records of Snohomish County, Washington; EXCEPT that portion conveyed to Snohomish County by deed recorded under Recording No. 2185734.

SITUATE in the County of Snohomish, State of Washington.

FS 22 – TAX PARCEL NO. 003730 028005 04 [20510 Damson Rd., Lynnwood, WA]

North 135 feet of the East 215 feet of Tract 5, Block 28, ALDERWOOD MANOR NO. 5, according to the plat thereof recorded in Volume 9 of Plats, pages 79 through 83, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

FS 23 – TAX PARCEL 005706 002018 00 [4323 Serene Way, Lynnwood, WA]

Lot 18, Block 2, SHELBY NO. 4, according to the plat thereof recorded in Volume 11 of Plats, page 37, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

FS HQ – TAX PARCEL NO. 280425 004001 00 [12425 Meridian Ave. S, Everett, WA]

All of the East 1320 feet of the North 1325 feet of the South 2650 feet of the East half of Section 25, Township 28 North, Range 4 East, W.M., records of Snohomish County, Washington, lying West of the right of way of the Seattle-Everett Interurban; EXCEPT a strip 30 feet wide on the North side and 30 feet wide on the West side and 20 feet wide along the right-of-way of the Seattle Everett Interurban to be reserved for public roads; (ALSO KNOWN AS Tract 35, INTERURBAN GARDEN TRACTS, unrecorded); EXCEPT that portion conveyed to Snohomish County by Deed recorded under Recording No. 200903170662.

SITUATE in the County of Snohomish, State of Washington.

FENDER DR. – TAX PARCEL NO. 004923 000018 02 [Fender Dr., Lynnwood, WA]

Lot 4, LAKE SERENE HEIGHTS, according to the plat thereof recorded in Volume 13 of Plats, page 9, records of Snohomish County, Washington; EXCEPT that portion lying within SR 525; AND

Lot 18, LAKE SERENE HEIGHTS, according to the plat thereof recorded in Volume 13 of Plats, page 9, records of Snohomish County, Washington; AND

All that portion of the herein described Parcel A lying between the following described lines 1 and 2: Line 1: Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LM 272+00 on the LM line survey of SR 525, 164th St. SE to SR 99 Interchange and 150 feet Westerly therefrom; THENCE Northerly to a point opposite HES LM 272+50 on said Line Survey and 125 feet Southwesterly therefrom; THENCE Northwesterly and parallel with said Line Survey to a point opposite HES LM 277+00; THENCE Northwesterly to a point opposite HES LM 280+00 of said Line Survey and 135 feet Southwesterly therefrom and the end of said Line Description. Line 2: Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LM 269+00 on the LM line survey of SR 525, 164th St. SE to SR 99 Interchange and 150 feet Northeasterly therefrom; THENCE Northwesterly to a point opposite HES LM 271+00 on said Line Survey line and 140 feet Northeasterly therefrom; THENCE Northwesterly parallel with said Line Survey to a point opposite HES LM 274+00; THENCE Northwesterly to a point opposite HES LM 276+00 on said Line Survey and 150 feet Northeasterly therefrom; THENCE Northwesterly parallel with said Line Survey to a point opposite HES LM 276+25; THENCE Northeasterly to a point 275 Northeasterly of the said HES LM 276+25; being a point on the Northerly line of Lot 7 of LAKE SERENE HEIGHTS, according to plat recorded in Volume 13 of Plats, Page 9, records of Snohomish County, Washington, and the end of said Line Description. EXCEPT that portion lying Northeasterly of a line drawn parallel with and 30 feet Southwesterly of the LN line survey of SR 525, Jct. SR 99 Interchange to 132nd St. S.W.

Parcel A

Lots 3 through 7, inclusive and Lots 16 through 22, inclusive, LAKE SERENE HEIGHTS, according to plat recorded in Volume 13 of Plats, Page 9, records of Snohomish County, Washington.

INTERLOCAL AGREEMENT BETWEEN SOUTH
SNOHOMISH COUNTY FIRE & RESCUE RFA
AND SNOHOMISH FIRE DISTRICT NO. 1 - 12

ALL SITUATE in the County of Snohomish, State of Washington.

MANOR WAY – TAX PARCEL NO. 003733 007001 02 [2224 Manor Way, Lynnwood, WA]

Lot B of Short Plat No. 119(4-76) recorded under Recording No. 7605140321, being a portion of Lot 1, Block 7, ALDERWOOD MANOR NO. 7, according to the plat thereof recorded in Volume 9 of Plats, pages 100 through 102, inclusive, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

EXHIBIT 2
Master Bill of Sale

INTERLOCAL AGREEMENT BETWEEN SOUTH
SNOHOMISH COUNTY FIRE & RESCUE RFA
AND SNOHOMISH FIRE DISTRICT NO. 1 - 14

MASTER BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the South Snohomish County Fire & Rescue Regional Fire Authority Plan, and other good and valuable consideration, Snohomish County Fire District No. 1 (the "District") does hereby convey, grant, bargain sell, assign and transfer to the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") all fixtures, furnishings, equipment, and other personal property. In light of the significant number of individual items, and the administrative burden of inventorying same, a specific itemization is not included with this Master Bill of Sale.

This assets are conveyed to the Authority "as is" and "where is" without any warranty of fitness or merchantability express or implied.

The District hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests and encumbrances of any kind and nature. The District further warrants that it will defend the Authority against all claims of superior title.

IN WITNESS WHEREOF, the District and Buyer have hereunto set their signatures, hand and seal this 1st day of October, 2017.

SNOHOMISH COUNTY FIRE DISTRICT NO. 1

Fire Chief

ACCEPTED BY:

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Fire Chief

EXHIBIT 3

DEPARTMENT APPARATUS

APP NO.	LICENSE	DESCRIPTION
1	391185	1925 REO PUMPER
32	19453C	WILSON TRAILER VIN#: 4BMFH2029M1100528
33	21633C	1991 SPARTAN/DARLEY VIN#: 4S7BT9F05MC003698
34	21634C	1991 SPARTAN/DARLEY VIN#: 4S7BT9F07MC003699
35	22957C	1992 DODGE PICKUP VIN#: 1B7KE26C4NS680942
42	40077C	1996 SPARTAN/DARLEY VIN#: 4S7AT9D02TC020195
71	60911C	2001 E-ONE/ LADDER 100 FT. VIN#: 4EN3ABA8111003138
61	31722C	1995 FORD AMBULANCE VIN#: 1FDKE30F5SHB03642
62	38084C	1996 FORD AMBULANCE VIN#: 1FDKE30F9THB68236
71	60911C	2001 E-ONE LADDER VIN#: 4EN3ABA8111003138
72	69059C	2003 FORD AMBULANCE VIN#: 1FDXE45F43HB46519
73	69060C	2003 FORD AMBULANCE VIN#: 1FDXE45F03HB46520
74	70226C	2003 FORD/BRAUN NORTH STAR VIN#: 1FDXE45F23HB46521
75	70227C	2003 FORD/BRAUN NORTH STAR VIN#: 1FDXE45F43HB46522
77	71682C	2004 AMERICAN LAFRANCE VIN#: 4Z3AAACG34RNO2992
78	71683C	2004 AMERICAN LAFRANCE VIN#: 4Z3AAAXG54RNO2993
91	82383C	1990 SPARTAN/DARLEY PUMPER VIN#: 4S7BT9H08LC002679
92	82381C	2002 SPARTAN/H&W PUMPER VIN#: 4S7AT33991C039627
96	75931C	2005 DODGE CARAVAN, RED VIN#: 2D8GP44I85R529474
97	75924C	2005 FORD EXPLORER VIN#: 1FMDU72K75ZA66945
98	75925C	2005 FORD EXPLORER VIN#: 1FMDU72K95ZA66946
100	75935C	2005 CHEVROLET TAHOE VIN#: 1GNEK13Z75J244592

APP NO.	LICENSE	DESCRIPTION
101	75934C	2005 CHEVROLET TAHOE VIN#: 1GNEK13Z55J245157
102	75937C	2005 CHEVROLET TAHOE VIN#: 1GNEK13Z15J251554
103	75936C	1994 CHEVROLET STEP-VAN VIN#: AGBKP32K8R3311793
104	78303C	2005 CARGOMATE TRAILER VIN#: 5NHUTBT2N6T405828
105	78304C	2006 CARGOMATE TRAILER VIN#: 5NHUTBT256T405986
106	78921C	2006 FORD/BRAUN NORTH STAR VIN#: 1FDXE45P16HA05615
107	78922C	2006 FORD/BRAUN NORTH STAR VIN#: 1FDXE45TX68A05614
108	81391C	2007 CHEVROLET TAHOE VIN#: 1GNK13077J15053
109	81392C	2007 CHEVROLET TAHOE VIN#: 1GNFK13017J215050
110	81414C	2007 CHEVROLET SUBURBAN VIN#: 3GNGKZ6K77G161861
111	81415C	2007 CHEVROLET COLORADO VIN#: 1GCCS19EX78149247
112	81416C	2007 CHEVROLET COLORADO VIN#: 1GCCS19E578148054
113	84285C	2006 SPARTAN/H&W PUMPER VIN#: 4S7AT2F936C056016
114	84287C	2006 SPARTAN/H&W PUMPER VIN#: 4S7AT2F956C056017
115	82344C	2006 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P76DB33896
116	82346C	2006 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45PX6DB33892
117	82345C	2007 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P16DB33893
118	96059C	2008 SPARTAN/CRIMSON LADDER 103 FT. VIN#: 4S7AX2F949C070371
119	96060C	2008 SPARTAN/CRIMSON PUMPER VIN#: 4S7AT2F998C070036
120	96038C	2008 SPARTAN/CRIMSON PUMPER VIN#: 4S7AT2F908C070037
121	88761C	2008 CHEVROLET UPLANDER, WHITE VIN#: 1GBDV13WX8D211305
122	88757C	2008 FORD POLICE CROWN VICTORIA VIN#: 2FAHP71V08XI15947
123	88756C	2008 FORD POLICE CROWN VICTORIA VIN#: 2FAHP71V98X145946
124	88755C	2008 FORD POLICE CROWN VICTORIA VIN#: 2FAHP71V78X145945
125	96061C	2009 SPARTAN/CRIMSON PUMPER VIN#: 4S7AT2F9X9C070533
126	91089C	2009 CHEVROLET SUBURBAN VIN#: 1GNGK46K89R254631

INTERLOCAL AGREEMENT BETWEEN SOUTH
SNOHOMISH COUNTY FIRE & RESCUE RFA
AND SNOHOMISH FIRE DISTRICT NO. 1 - 17

APP NO.	LICENSE	DESCRIPTION
127	93569C	2009 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P09DA42926
128	93557C	2009 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P99DA68537
129	94348C	2009 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P09DA68538
130	95208C	2009 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P29DA68539
131	93290C	2009 FORD/PACIFIC TRUCK VIN#: 1FDAW5HR6AEA09059
132	93292C	1998 SPARTAN/DARLEY PUMPER VIN#: 4S7AT419XWC021122
133	932921C	1998 SPARTAN/DARLEY PUMPER VIN#: 4S7AT4198WCO21121
136	93281C	2001 FORD/ROAD RESCUE VIN#: 1FDXE45F61HB05466
139	93287C	2005 CHEVROLET TAHOE VIN#: 1GNEK13Z75R220701
140	93288C	2006 SPARTAN/H&W PUMPER VIN#: 4S7AT2F996C053881
141	93282C	2006 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P46DB40773
142	93285C	2007 CHEVROLET SUBURBAN VIN#: 3GNGK26K87G304591
143	93286C	2008 FORD F-250 VIN#: 1FTSW21508EA62932
144	93289C	2008 FORD ESCAPE VIN#: 1FMCU93158KA30357
145	95223C	2009 FORD/BRAUN NORTHSTAR VIN#: 1FDXE45P89DA63703
146	95224C	2009 FORD/ BRAUN NORTHSTAR VIN#: 1FDXE45PX9DA63704
147	96980C	2009 SPARTAN/SVI VIN#: 4S7AT2D959C072158
148	96981C	2009 SPARTAN/SVI VIN#: 4S7AT2D9X9C071345
149	85462C	2007 CARRY-ALL TRAILER VIN#: 4YMUL08147T092838
150	99076C	1992 E-ONE/LADDER 95FT. VIN#: 4ENDABA86N1009933
152		2006 NORTHWIN 30' MARINE VESSEL HIN #NWP461010506
153	A8215C	2005 FORD EXPEDITION VIN#: 1FMPU16595LA77690
154	A9409C	2015 CHEVY SUBURBAN VIN#: 1GNSK5EC2FR275786
155	A8990C	2014 GMC AMBULANCE VIN#: 1GD675CLXE1178133
156	A8989C	2014 GMC AMBULANCE VIN#: 1GD675CL0E1177122
157	A8988C	2014 GMC AMBULANCE VIN#: 1GD675CL6E1177495
158	B3830C	2016 FORD EXPLORER AWD VIN#: 1FM5K8ARXGGB55597

INTERLOCAL AGREEMENT BETWEEN SOUTH
SNOHOMISH COUNTY FIRE & RESCUE RFA
AND SNOHOMISH FIRE DISTRICT NO. 1 - 18

APP NO.	LICENSE	DESCRIPTION
159	B3831C	2016 FORD EXPLORER AWD VIN#: 1FM5K8AR3GGB55599
160	B3859C	2016 FORD EXPLORER AWD VIN#: 1FM5K8AR1GGB55598
161	B3860C	2016 FORD F250 4 X 4 P/U VIN#: 1FTBF2B67GEB54822
162		2017 SPARTAN PUMPER TRUCK VIN #4S7AT2D98HC081046
163		2017 SPARTAN PUMPER TRUCK VIN #4S7AT2D9XHC081047
164		2017 FORD TAURUS SEDAN VIN #1FAHP2H81HG111539
165		2017 CHEVY TAHOE SUV VIN #1GNSKDEC9HR232298
166		2017 FORD EXPLORER AWD VIN#: 1FM5K8ARXHGC27559

EXHIBIT 4
Fire District Contracts

- Professional Services Agreement between District 1 and the Cicotte Law Firm LLC
- Business Associate Agreement between District 1 and KEPRO
- Contract between District 1 and Nationwide
- Service Agreement between District 1 and TERRA Staffing Group
- Interlocal Agreement between District 1 and City of Brier
- Business Associate Agreement between District 1 and Compass Health
- Professional Services Agreement between District 1 and Richard J. Campbell
- Collective Bargaining Agreement between City of Lynnwood and IAFF Local 1984
- Agreement between District 1 and Compass Health (Compass Counselor Agreement)
- Cooperative Agreement between District 1 and Snohomish County Public Transportation Benefit Area Corporation
- Interlocal Agreement between District 1 and Edmonds School District #15 for purchase of surplus property
- Cooperative Purchasing Agreement between District 1 and King County
- Interlocal Agreement between District 1 and Southwest Snohomish County Communications Agency for purchasing service assistance
- Intergovernmental Cooperative Purchasing Agreement between District 1 and the University of Washington
- Cooperative Purchasing Agreement between District 1 and the City of Bellevue
- Cooperative Purchasing Agreement between District 1 and the City of Bremerton
- Cooperative Purchasing Agreement between District 1 and the City of Everett
- Cooperative Purchasing Agreement between District 1 and the City of Kirkland
- Cooperative Purchasing Agreement between District 1 and the City of Lynnwood
- Cooperative Purchasing Agreement between District 1 and the City of Portland
- Cooperative Purchasing Agreement between District 1 and the City of Redmond
- Cooperative Purchasing Agreement between District 1 and the City of Seattle
- Cooperative Purchasing Agreement between District 1 and the City of Spokane
- Employment Agreement between District 1 and William Cushman
- Collective Bargaining Agreement between District 1 and IAFF Local 1828
- Revised and Restated Interlocal Agreement between District 1 and the City of Edmonds for fire and emergency medical services
- Interlocal Agreement between District 1 and Snohomish County Public Hospital District No. 2 to provide a veteran volunteer EMS support program
- Interlocal Agreement between the City of Lynnwood and the City of Mukilteo regarding advanced life support licensing and Fire/EMS services
- Clinical Education Agreement between the City of Lynnwood and Providence Heal & Services – Washington (d/b/a Providence Regional Medical Center Everett)
- Training Affiliation Agreement between the City of Lynnwood and Swedish/Edmonds
- Interlocal Agreement between District 1 and the City of Mountlake Terrace for fire and emergency medical services
- Interlocal Partnership Agreement between District 1 and the City of Mukilteo for fire and emergency medical services

- Lease Agreement between District 1 and Mukilteo School District No. 6
- Software Licensing Agreement between District 1 and ImageTrend, Inc. (Paramedicine Agreement)
- Employment Agreement between District 1 and Brad Reading
- Interlocal Agreement between District 1 and Snohomish County Public Hospital District No. 2 to provide a community paramedic program
- Agreement between District 1 and SERS
- Agreement between District 1 and SNOCOM
- Employment Agreement between District 1 and Bruce Stedman
- Employment Agreement between District 1 and Steve Wheeler
- Interlocal Agreement between District 1 and Snohomish County regarding fire benefit charges
- Contract between District 1 and Transamerica
- ILA between District 1 and Snohomish County for Fire Investigation Services
- Business Associate Agreement between District 1 and Systems Design
- Professional Services Agreement between District 1 and Systems Design
- NW WA Incident Response Team agreement with District
- Everett Community College agreement with District
- WA Military Department agreement with District
- Snohomish County lease/license agreement with District
- SCEMS and Trauma Council agreement with District
- Special Operations Joint Policy Board agreement with District
- Contract between District and WCIF
- Port of Edmonds Moorage Agreement with District
- Interlocal Agreement between District 1 and the City of Lynnwood for Fleet Mechanical Services