

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MUKILTEO AND MASON COUNTY FIRE PROTECTION  
DISTRICT #8  
FOR TRANSFER OF SURPLUS PROPERTY**

THIS AGREEMENT is made and entered into by and between the City of Mukilteo (the "City") and Mason County Fire Protection District #8 ("District #8"), both municipal corporations organized under the laws of the State of Washington (collectively, the "Parties").

**R E C I T A L S**

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 rescue vehicle that the City no longer needs or uses; and

WHEREAS, the City has declared said emergency response 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, District #8 wishes to obtain said emergency response vehicle from the City for use at Mason County Fire District #8 fire department; and

WHEREAS, the City wishes to transfer ownership of said emergency response vehicle to District #8 under the conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

**T E R M S**

Section 1. Purpose. The purpose of this agreement is to establish a contractual arrangement under which the City will transfer to District #8 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 District #8.

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

Section 3. Consideration. District #8 shall receive from the City ownership of property listed in Exhibit A, "as is", without records or any form of warranty. In exchange, District #8 agrees to indemnify and to hold the City, 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, property listed in Exhibit A after the consummation of the transfer of ownership between the City and District #8 as provided in this agreement.

Section 4. No Warranty. District #8 agrees that the City will provide no warranty or record, including but not limited to service and maintenance records, as part of this agreement. And District #8 further agrees to accept from the City transfer of ownership of property listed in Exhibit A without any warranty or record.

Section 5. Effective Date. This agreement shall 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. Termination. Neither party may terminate this agreement after the effective date above.

Section 7. Indemnification and Hold Harmless Agreement. District #8 assumes all responsibility and risk for any injuries to or death of any persons or damage to any property, and releases, indemnifies, holds harmless and agrees to defend the City of Mukilteo, its officials, officers and employees from and against any such claims, demands, liability or causes of action including but not limited to those made by third parties, in any way relating to the property listed in Exhibit A.

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. District #8 shall, within three 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.

Section 10. Non-waiver. Waiver by Mukilteo, District #8 or Parties of any provision of this 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 agreement shall be brought in Snohomish County Superior Court.

Section 12. No Employment Relationship Created. The Parties agree that nothing in this agreement shall be construed to create an employment relationship between Mukilteo and District #8.

Section 13. No Entity Created. The Parties agree that nothing in this agreement shall be construed to create a joint entity between Mukilteo and District #8.

Section 14. Administration. Transfer of ownership of property listed in Exhibit A shall be administered jointly by Mukilteo and District #8 under the supervision of Fire Chief Michael A. Springer of Mukilteo and Chief Frank G. Chaffee of District #8.

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 agreement, District #8 shall hold and dispose of the same without restriction from the City.

Section 16. Transfer and Sales Tax. Notwithstanding any provision of law imposing the burden of such taxes on the City or District #8, District #8 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.

Section 17. Notices. Notices to the City shall be sent to the following address:

**City of Mukilteo  
Fire Chief  
10400 47th Place West  
Mukilteo, WA 98275**

Notices to District #8 shall be sent to the following address:

**MASON COUNTY FIRE PROTECTION DISTRICT #8  
PO Box 299  
Tahuya, WA 98588**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 16<sup>th</sup> day of August, 2011.

MASON COUNTY FIRE PROTECTION  
DISTRICT #8



CITY OF MUKILTEO

  
\_\_\_\_\_  
Joe Marine, Mayor

ATTEST

Mayorie S Davis

APPROVED AS TO FORM

Paul A. Hughes Vice Chief  
MLFPD8

ATTEST

Christina J. Boughman  
Christina J. Boughman, City Clerk

APPROVED AS TO FORM

Angela Belbeck  
Angela Belbeck, City Attorney

## **EXHIBIT A**

### **PROPERTY SUBJECT TO TRANSFER OF OWNERSHIP BETWEEN THE CITY OF MUKILTEO AND MASON COUNTY FIRE PROTECTION DISTRICT #8**

**Beginning of list.**

- 1. One 2002 Jeep Cherokee Emergency Response Vehicle VIN NO. IJ4FF28S4YL219526.**

**End of list.**