

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-124

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN AN INTERGOVERNMENTAL
AGREEMENT FOR TRANSFER OF FIRE VEHICLE BETWEEN SNOHOMISH COUNTY
AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT 4

WHEREAS, the County operates the Snohomish County Airport Fire Department at Paine Field (Airport Fire Department); and

WHEREAS, Snohomish County District 4, a municipal corporation ("District"), provides fire and emergency medical services and has a surplus fire vehicle that it cannot consistently staff; and

WHEREAS, the County has qualified personnel/firefighters at the Airport Fire Department to utilize/operate the vehicle and will use the vehicle as a regional response mass casualty incident (MCI) vehicle for Snohomish County pursuant to SnoComm procedures; and

WHEREAS, the County and the District desire to enter into this Agreement to transfer the surplus fire vehicle from the District to the County; and

WHEREAS, the District will transfer the vehicle and associated equipment to the County and the Airport Fire Department will keep, maintain, operate and cross staff the vehicle for response and readiness as an initial response to MCI and/or large emergency incidents when called upon including responses within the jurisdiction of the District pursuant to SnoComm emergency dispatch procedures; and

WHEREAS, the Airport Fire Department shall incur the costs of title transfer and associated maintenance;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the Snohomish County Executive to sign the intergovernmental agreement for transfer of fire vehicle between the County and District in the form attached hereto.


PASSED this 5th day of April, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF FIRE VEHICLE
BETWEEN SNOHOMISH COUNTY AND SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 4

This Intergovernmental Agreement between Snohomish County and Snohomish County Fire District 4 for the transfer of a Fire Vehicle ("Agreement") is made and entered into between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Snohomish County Fire District 4 (the "District"), a municipal corporation, under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW and Intergovernmental Disposition of Property Chapter 39.33 for purposes hereinafter stated.

RECITALS

WHEREAS, the County operates the Snohomish County Airport Fire Department at Paine Field; and

WHEREAS, the District provides fire and emergency medical services and has a surplus fire vehicle that it cannot consistently staff; and

WHEREAS, the County has qualified personnel/firefighters to utilize/operate the vehicle and will use the vehicle as a regional response mass casualty incident (MCI) vehicle for Snohomish County pursuant to SnoComm procedures; and

WHEREAS, this Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW and Intergovernmental Disposition of Property Chapter 39.33; and

WHEREAS, the County and the District desire to enter into this Agreement to transfer the surplus fire vehicle from the District to the County.

AGREEMENT

NOW THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

1. PURPOSE.

1.1 The purpose of the Agreement is to transfer the fire vehicle and associated equipment owned by the District, to the County upon the terms and conditions set forth herein.

1.2 Vehicle Description: 1996 International 4700LP VIN NO. 1HTSLAAL7TH283178 together with the attached equipment and the associated MCI equipment that is transferred with the vehicle.

1.3 Vehicle Use: The County will keep, maintain, operate and cross staff the vehicle for response and readiness as an initial response to MCI and/or large emergency incidents when called upon including responses within the jurisdiction of the District. This vehicle will be cross staffed in conjunction along Engine 26 with the County. Current dispatch procedures pursuant to Snohomish County 911 (SnoComm) applies.

2. AUTHORITY.

This Agreement is authorized under the authority of the Interlocal Cooperation Act chapter 39.34 RCW and Intergovernmental Disposition of Property Chapter 39.33.

3. EFFECTIVE DATE OF AGREEMENT.

This Agreement shall be effective as of the date of full execution of this Agreement.

4. TERMS OF TRANSFER

4.1 The District will transfer title to the vehicle and attached and associated equipment to the County under the conditions set forth in the attached **Exhibit A**.

4.2 In consideration of the transfer, the County agrees to maintain, operate and use the vehicle for MCI responses as noted in Section 1.3. The District cannot currently staff the vehicle for such use and the County's use will provide a direct benefit to the District and its taxpayers.

4.3 The County shall be responsible for transferring the title of the vehicle and attached and associated equipment and for payment of any Use taxes owing on the transfer.

4.4 The County shall not sell the fire vehicle for ten (10) years after the effective date, or March 1, 2033, whichever comes later. During this ten (10) year time period, if the County determines it no longer requires use of the vehicle, the County shall first offer to transfer the vehicle back to the District at no cost. If the District declines the option to resume ownership, the County may dispose of the vehicle at its sole discretion. After ten (10) years, the County may dispose of the vehicle at its sole discretion.

5. AGREEMENT ADMINISTRATION AND NOTICES.

This Agreement shall be administered by the Fire Chief for the Snohomish County Fire District 4 and Snohomish County Airport Fire Chief of the Snohomish County Airport for Snohomish County. Any notice under this Agreement shall be sent postage pre-paid by regular mail or delivered personally. Any notice so posted shall be deemed received two (2) days after the date of mailing. Notices shall be mailed or delivered to the following persons at the following addresses:

DISTRICT:

COUNTY:

Fire Chief
Snohomish County Fire District 4
1525 Avenue D
Snohomish 98290

Snohomish County Airport Fire Chief
Snohomish County Airport
3220 100th Street SW, Suite A
Everett, WA 98204

6. MODIFICATION.

The District and the County may modify this Agreement in writing by mutual consent. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

7. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.

8. ENTIRE AGREEMENT.

This Agreement including the terms contained in **Exhibit A**, constitutes the entire agreement between the parties and may not be changed or modified other than by a written agreement executed by the parties.

9. GOVERNING LAW AND STIPULATION OF VENUE.

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of the State of Washington for Snohomish County.

10. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

11. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement, as of the date indicated herein.

Dated: _____
Snohomish County
BY:

Executive

Approved as to form

Deputy Prosecuting Attorney

Approved as to Insurance, Indemnity

County Risk Manager

Dated: 3/14/2023
Snohomish County Fire District 4
BY:



Fire Chief

EXHIBIT A
TRANSFER AND HOLD HARMLESS AGREEMENT

In consideration of the mutual promises set forth in interlocal agreement for transfer of fire vehicle between Snohomish County and Snohomish County Fire Protection District No. 4 and for additional good and valuable consideration received (specifically including but not limited to Buyer's waiver of claims against the Seller and the absence of a warranty) the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, **Snohomish County Fire Protection District No. 4** a Washington municipal corporation, ("Seller") does hereby sell, assign, convey, transfer and deliver to **Snohomish County** "Buyer" One 1996 International 4700LP VIN# 1HTSLAAL7TH283178 together with all attached equipment and the additional MCI equipment listed in Exhibit A-1 the "Vehicle" which has been found to be surplus to the Seller's needs.

The current mileage of the Vehicle is 20,986.

The Seller hereby warrants to Buyer that immediately prior to the delivery of this Transfer, the Seller was the owner of the full legal title to the described Vehicle and that the Seller had the lawful right to sell the same and that good and clear title to the Vehicle is hereby vested in Buyer free and clear of all liens, claims, encumbrances, and rights of others. The Seller makes no warranty with respect to the Vehicle and Buyer warrants that it has inspected the described Vehicle, is aware of any defects in such Vehicle, and has determined that the Vehicle is in a reasonable safe condition for Buyer's use.

Buyer accepts the Vehicle "as is," and the Seller makes no warranty of any kind, express or implied, or arising by operation of law, by course of dealing or arising by performance, trade practice, or otherwise. The Seller disclaims all other warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Repair or replacement of defective parts shall be the sole obligation of Buyer. In no event shall the Seller be liable for direct, indirect, incidental, exemplary, consequential, or special damages arising in any manner whatsoever, even if the Seller had been previously advised of the possibility of that damage. The Seller's maximum liability shall in no event exceed the price of the surplus Vehicle specified herein. No person has authority to make any claim, representation, warranty, promise, guarantee or commitment on behalf of the Seller that is not expressed in this agreement.

BY SIGNING THIS AGREEMENT, THE BUYER AFFIRMS:

- 1) That the Seller has made Buyer aware that the Vehicle to be sold under this agreement is used and has been determined by the Seller to be surplus to the Seller's needs.

- 2) That the Buyer has been given ample opportunity to inspect the Vehicle and has in fact inspected the Vehicle referred to in this Agreement, is aware of any defects and accepts the Vehicle "as is."
- 3) That the Buyer has independently found the Vehicle to meet or exceed its requirements and standards.
- 4) That the Buyer agrees to the terms of this Agreement.

IN CONSIDERATION OF RECEIVING THE VEHICLE BUYER AGREES TO INDEMNIFY AND HOLD THE SELLER HARMLESS FROM AND AGAINST THE FULL AMOUNT OF ANY AND ALL COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS INCIDENT TO ANY SUIT, ACTION, INVESTIGATION OR OTHER PROCEEDING), DAMAGES AND LOSSES, SETTLEMENTS, REDUCTIONS OR OTHER ADVERSE EFFECTS ARISING OUT OF OR RESULTING FROM ANY FUTURE CLAIMS RELATING TO THE VEHICLE AND THE USE THE VEHICLE.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PURCHASER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

IN WITNESS WHEREOF, the parties have caused this Transfer and Hold Harmless Agreement to be executed and delivered in its name this ____ day of _____, 20__.

Snohomish County Fire Protection District No. 4 **Snohomish County**

By: _____

Print Name: _____

Its: _____

By:  _____

Print Name: Donald D. Walker

Its: Fire Chief