

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF EDMONDS AND EDMONDS SCHOOL DISTRICT #15
FOR
TRANSFER OF SURPLUS PROPERTY**

THIS AGREEMENT is made and entered into by and between the City of Edmonds (the "City") 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 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 has a surplus of used self contained breathing apparatus (SCBA) that the City no longer needs or uses; and

WHEREAS, the City has determined through information provided to it by the manufacturer that these SCBAs have very little value and no fire department would pay money to acquire them; and

WHEREAS, District #15 wishes to obtain these SCBAs from the City to be used in training and educational purposes; and

WHEREAS, the City wishes to transfer ownership of these SCBAs to District #15;

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this agreement is to establish a contractual arrangement under which the City will transfer to District #15 ownership of properties, 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 #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 receive from the City 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 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, properties listed in Exhibit A after the consummation of the transfer of ownership between the City and District #15 as provided in this Interlocal Agreement.

Section 4. No Warranty. District #15 agrees that the City will provide no warranty or record, including but not limited to service and maintenance records, as part of this Interlocal Agreement. District #15 further agrees to accept from the City transfer of ownership of properties 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 filing with the Snohomish County Auditor.

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

Section 7. Indemnification and Hold Harmless Agreement. District #15 agrees to protect, indemnify and save Edmonds, its officials, officers, employees and agents harmless from and against any and all injury or damage to Edmonds, 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. District #15 specifically waives any immunity that District #15 may have with respect to, but only to, the limited extent necessary to indemnify Edmonds, its officials, officers, employees and agents under this interlocal agreement. District #15 further agrees to fully indemnify Edmonds, its officials, officers, employees and agents from and against any and all costs of defending any such claim or demand to the end that Edmonds is held harmless therefrom.

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. Edmonds shall, within five days of execution by the parties, file this interlocal agreement with the Snohomish County Auditor.

Section 10. Non-waiver. Waiver by Edmonds, District #15 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 Edmonds and District #15.

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

Section 14. Administration. Transfer of ownership of properties listed in Exhibit A shall be administered jointly by Edmonds and District # under the supervision of Assistant Chief Mark Correira of the Edmonds Fire Department and 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 agreement, District #15 shall hold and dispose of the same without restriction from the City.

Section 16. Notices. Notices to the City shall be sent to the following address:


**City of Edmonds
Fire Chief
121 5th Avenue N
Edmonds, WA 98020**

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 WHEREOF, the parties hereto have executed this agreement as of this 27 day of September, 2006.

EDMONDS SCHOOL DISTRICT #15



Mark Madison, Director

CITY OF EDMONDS



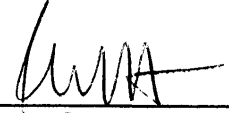
Gary Haakenson, Mayor

ATTEST



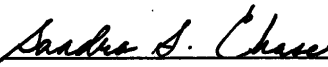
District Secretary

APPROVED AS TO FORM



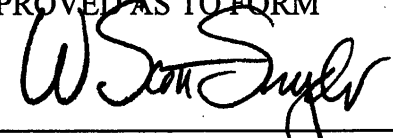
J. P. [unclear], School District Counsel

ATTEST



Sandra S. Chase, City Clerk

APPROVED AS TO FORM



W. Scott Snyder, City Attorney

EXHIBIT A

LIST OF PROPERTIES SUBJECT TO TRANSFER OF OWNERSHIP BETWEEN THE CITY OF EDMONDS AND EDMONDS SCHOOL DISTRICT #15

Beginning of list.

- 1. Twenty-seven (27) MSA MMR self-contained breathing apparatus packs.**
- 2. Fifty-two (52) MSA Ultra Lite MMR self-contained breathing apparatus masks.**
- 3. Thirty-five (35) 30-minute, composite, MSA self-contained breathing apparatus air bottles.**

End of list.