

**CITY OF MONROE
RESOLUTION NO. 015/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, DECLARING CERTAIN REAL AND PERSONAL PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY, AND AUTHORIZING THE MAYOR TO SIGN A PROPERTY TRANSFER AGREEMENT AND TO EFFECTUATE THE CONVEYANCE OF SUCH SURPLUS REAL AND PERSONAL PROPERTY TO THE SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 PURSUANT TO THIS AGREEMENT

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 have had a long and successful relationship, by working jointly in providing emergency services to their respective jurisdictions and communities, and sharing jointly owned fire station facilities; and

WHEREAS, the City of Monroe currently owns a thirty-four percent (34%) interest in the Monroe Fire Station No. 31 and Fire Station No. 32, in addition to other percentages of joint ownership in certain personal property set forth herein; and

WHEREAS, the City of Monroe was annexed into Snohomish County Fire Protection District No. 3 in 2006; and

WHEREAS, Snohomish County Fire Protection District No. 3 is merging with Snohomish County Fire Protection District No. 7, effective October 1, 2016; and

WHEREAS, the City of Monroe has entered a new interlocal agreement with Snohomish County Fire Protection District No. 7, entitled Interlocal Agreement for Fire Prevention and Investigation Services, to ensure continued provision of fire prevention and investigation services; and

WHEREAS, because Fire District No. 7 will be providing fire protection and prevention services to the City, the City finds its real and personal property connected to such services, listed in the Property Transfer Agreement attached as Exhibit 1 to this resolution, as surplus to the needs of the City; and

WHEREAS, in consideration of Fire District No. 7's provision of fire protection and prevention services, the City wishes to transfer its ownership interest in such surplus property to District No. 7 as such property may be more efficiently used by the District to benefit the City through the provision of fire protection and prevention services and as such transfer will remove the City's administrative costs and burdens associated with joint ownership, and so long as such property is subject to a covenant and a right of reentry is should such property no longer be used to serve the fire protection needs of the City; and

WHEREAS, Snohomish County Fire District No. 7 wishes to accept such real and personal property, subject to the conditions and terms set forth herein; and

WHEREAS, in accordance with Chapter 39.33 RCW, the City held a public hearing with proper notice regarding the transfer of such property on September 20, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The above recitals, together with the content of Agenda Bill No. 16-119, are hereby adopted by the City Council as findings in support of this resolution.

Section 2. Approval of Property Transfer Agreement and Declaration of Surplus Property. The City Council finds that the real and personal set forth in the Property Transfer Agreement are surplus to the City's needs because District No. 7 will be providing fire protection and prevention services to the City. The City Council approves the Property Transfer Agreement with District No. 7, in substantially the same form set forth in Exhibit 1 to this Resolution. The Mayor's signatory authority set forth herein shall include the authority to negotiate revisions, as determined by the Mayor to be appropriate and reasonable, to the aforementioned documents.

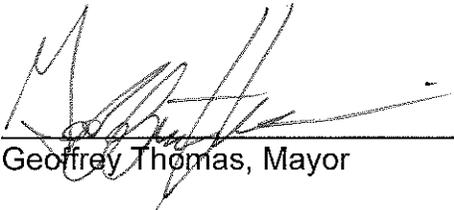
Section 3. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 20th day of September, 2016.

Approved: September 20, 2016
Effective: September 20, 2016

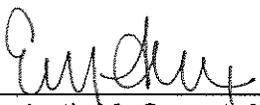
CITY OF MONROE, WASHINGTON

(SEAL)



Geoffrey Thomas, Mayor

ATTEST:



Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT 1

PROPERTY TRANSFER AGREEMENT BETWEEN CITY OF MONROE AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

RECITALS

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 have had a long and successful relationship, by working jointly in providing emergency services to their respective jurisdictions and communities, and sharing jointly owned fire station facilities; and

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 entered into an interlocal agreement regarding the annexation on November 29, 2005; and

WHEREAS, the City of Monroe was annexed into Snohomish County Fire Protection District No. 3 in 2006; and

WHEREAS, the City of Monroe currently owns a thirty-four percent (34%) interest in the Monroe Fire Station No. 31 and Fire Station No. 32, in addition to other percentages of joint ownership in certain personal property set forth herein; and

WHEREAS, Snohomish County Fire Protection District No. 3 is merging with Snohomish County Fire Protection District No. 7, effective October 1, 2016, and will be transferring its ownership interest in the real and personal property jointly owned by the City to the Snohomish County Fire Protection District No. 7; and

WHEREAS, the City of Monroe has entered a new interlocal agreement with Snohomish County Fire Protection District No. 7, entitled Interlocal Agreement for Fire Prevention and Investigation Services, to ensure continued provision of fire prevention and investigation services; and

WHEREAS, because Fire District No. 7 will be providing fire protection and prevention services to the City, the City finds its real and personal property connected to such services, set forth on Exhibit A and Exhibit B to this Agreement, as surplus to the needs of the City; and

WHEREAS, in consideration of the Interlocal Agreement for Fire Prevention and Investigation Services, and to ensure effective and efficient fire protection services to the City and remove the City's administrative costs of joint ownership, the City of Monroe wishes to transfer its jointly and solely owned real and personal property relating to fire services to Snohomish County Fire District No. 7, subject to a covenant and right of reentry should such property no longer be used to serve the fire protection needs of the City; and

WHEREAS, the Snohomish County Fire District No. 7 wishes to accept such real and personal property, subject to the conditions and terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Transfer of Station No. 31 and Station No. 32.

The City of Monroe ("City") agrees to quit claim to the Snohomish County Fire District No. 7 (the "Fire District") the City's interest in the land and buildings commonly known as Fire Station No. 31 and Fire Station No. 32, legally described on Exhibit A to this Agreement, and all furnishings, fixtures, and equipment contained within the same. The conveyance shall be in fee simple subject to the City's right of reentry if the property is not used by the Fire District, or the Fire District's successor in interest, primarily to provide fire protection service to the City. Should the City exercise its right of reentry, the City may elect either of the following options:

- a. City Buy-Out of Fire District's Interest. The City may elect to buy out the Fire District's ownership interest by tendering to the Fire District a cash payment which is equal to the Fire District's ownership interest of sixty-six percent (66%) of the total assessed value at that time plus the actual amount spent by the Fire District on any substantial and documented capital improvements made after the effective date of this Agreement (referred to as "Buy-Out Amount"). However, the Buy-Out Amount shall never exceed the assessed value at that time.
- b. Surplus the Property. If the City chooses not to buy-out the Fire District's ownership interest, the Parties shall surplus the real property following state law and split the proceeds. The Fire District shall be paid an amount equal to sixty-six percent (66%) of the proceeds plus the actual amount spent by the Fire District on any substantial and documented capital improvements made after the effective date of this Agreement. The City shall be paid the remainder, if any, of the proceeds.

Alternatively, in the City's sole discretion, instead of calculating the "Buy-Out Amount" as set forth above, the City may elect to obtain a professional appraisal to determine the fair market value of the property and each party's respective ownership interest (based on the original ownership interest and the impact of substantial and documented capital improvements by the Fire District on the fair market value of the property).

Subject to the right of reentry described above, the Fire District agrees to accept the land, buildings, furnishings, fixtures, and equipment in an "as is" condition as of the date of the transfer and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended. The Fire District also agrees that it is solely responsible for payment of any required excise tax affidavit filing fee and recording fees necessary to effectuate this conveyance.

No longer than seven days after the recording of the quit claim deeds, the Fire District agrees to record a covenant, in a form approved by the City, against each property stating that the property is subject to a covenant that it shall be used primarily for fire protection for the City and is subject to the City's right of reentry as set forth herein if the property is

not used by the Fire District, or the Fire District's successor in interest, primarily to provide fire protection service to the City.

2. Wellness Center.

The Fire District agrees that City employees shall retain the right to access and use the Wellness Center, which is Rooms 120, 121, and 123 of Fire Station No. 31, subject to reasonable rules of use which apply equally to employees of the Fire District, until the Fire District and City mutually agree otherwise. The City hereby agrees to defend, indemnify and hold the Fire District harmless from any and all claims for bodily injury or property damage arising out of City employee usage of the Wellness Center except insofar as such bodily injury or property damage arises out of the Fire District's gross negligence or intentional conduct. In the event of concurrent fault, the City's defense and indemnity obligations shall only apply to the extent of the City's proportionate fault. The City hereby waives, as to claims against the Fire District, any immunity that may be granted under the Washington State Industrial Insurance Act, Chapter 51 RCW. The parties agree that this provision has been mutually negotiated. This indemnification shall survive the termination of this Agreement.

3. Personal Property.

The City hereby conveys and transfers to the Fire District the City's entire interest in any and all fire and emergency vehicles and equipment, set forth in Exhibit B. This conveyance does not include the exercise equipment located in the Wellness Center. To the extent necessary, the Fire District agrees to promptly change title to such vehicles and pay any sales tax or filing fees required by the transfer. The City does not believe it has any ownership interest in computers, software, telephones, or radios contained within the Fire Stations; but, to the extent it does, it also conveys and transfers to the Fire District any and all interest in such miscellaneous items utilized by Snohomish County Fire District No. 3 prior to its merger with the Fire District. The City agrees to transfer and assign any and all interest it may have in any manufacturer's, contractor's, or vendor's warranties related to the items to be conveyed under this paragraph to the Fire District, to the extent that the same may be validly transferred or assigned. The Fire District hereby accepts the items to be conveyed under this paragraph in an "as is" condition as of the date of the transfer and the City makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

Should the Fire District, or its successor in interest, choose to surplus any of the vehicles or ladder trucks identified on Exhibit B, and not use such proceeds to purchase replacement apparatus that serves the City, then the City shall be paid a pro rata share of the surplus purchase price based on the City's ownership interest. The City's ownership interest shall be determined as follows: the percentage of ownership shown on Exhibit B, minus twenty percent (20%) due to depreciation for each year after this Agreement. For example, if the City had a forty percent (40%) interest in a vehicle and the District surplused the vehicle one year from the date of this Agreement, the City would be provided a cash payment of twenty percent (20%) of the surplus purchase price of the vehicle.

4. Indemnity and Liabilities.

Except as set forth in paragraph 2, the Fire District agrees to hold harmless, indemnify and defend the City, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorney's fees, (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the Fire District and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the Fire District, its officers, agents, subconsultants or employees, in connection with the real and personal property set forth in this agreement, provided, however, that: The Fire District's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the willful misconduct or negligence of the City, its officers, agents or employees. In the event of concurrent fault, the Fire District's defense and indemnity obligations shall only apply to the extent of the Fire District's proportionate fault.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Fire District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

This indemnification shall survive the termination of this Agreement.

5. Notices.

Notices sent to the City shall be sent to the following address:

City Administrator
City of Monroe
806 W. Main Street
Monroe, WA

Notices sent to the Fire District shall be sent to the following address:

Fire Chief
Snohomish County Fire Protection District No. 7
163 Village Court
Monroe WA 98272

6. Modification.

- a. This Agreement represents the entire agreement between the Parties.
- b. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the parties.
- c. The Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

7. Costs. Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

8. Severability. In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

9. Litigation.

- a. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County.
- b. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

10. Third-party Rights. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

11. Effective Date. This Agreement shall become effective the later of October 1, 2016, or after both parties duly execute the Agreement.

12. Binding on Successors. This Agreement shall be binding on the District's successors-in-interest.

(Insert Signatures)

EXHIBIT A

Real Property to be Transferred

Fire Station No. 31

Address:

163 Village Court
Monroe WA 98272

Snohomish County Parcel ID:

00776300002600

Legal Description:

Lots 26 and 27 of the Plat of Main Street Village

Estimated Value:

\$3,103,200

Fire Station No. 32

Address:

22122 132nd Street SE
Monroe WA 98272

Snohomish County Parcel ID:

28073200105800

Legal Description:

The portion of the NW ¼ of the NE ¼ of Section 32, Township 28, Range 7 EWM, lying east of Wagner Wilson Road described as follows – Beginning at the northeast corner of the NW ¼ of the NE ¼ of said section thence S87°21'30"W along the north line of said section a distance of 328.60 feet to the true point of beginning thence S02°38'30"E 30 feet thence S48°49'30"W 288.80 feet to the northerly margin of Wagner Wilson Road thence N41°10'30"W along said northerly margin 268.35 feet to the north line said section 32 thence N87°21'39"E along said north line 393.09 feet to the point of beginning. Except the north 30 feet for road. Also known as Lot 1 of SP 277 (6-79) recorded under Snohomish County Auditor's File Number 7910110273.

Estimated Value:

\$314,300

EXHIBIT B
Personal Property to be Transferred

Year	Description		Unit #	Purchase	City %	City \$\$	District %	District \$\$	cost >2005	Adjusted Cost	City	District	Anticipated current sale Value
1936	Pirsch Fire Truck	1936	FOPIRSCH		100		0		\$1,503.24				\$15,000
1989	Ford/Western States Pumper	1989	322	\$103,366.89	33.31	\$34,431.51	66.69	\$68,935.38	\$56,073.18	\$159,440.07	22%	78%	\$5,000
1991	Ford F-250 Brush Truck	1991	341	\$17,978.51	37.27	\$6,700.59	62.73	\$11,277.92	\$36,155.37	\$54,133.88	12%	88%	\$3,000
1992	International/H&W Pumper	1992	323	\$134,105.00	37.3	\$50,021.17	62.7	\$84,083.84	\$122,195.32	\$256,300.32	20%	80%	\$0
1993	Chevrolet Pickup	1993	345	\$12,447.17	38.46	\$4,787.18	61.54	\$7,659.99	\$18,416.26	\$30,863.43	16%	84%	\$1,000
1995	Chevrolet Suburban Command	1995	318	\$31,532.34	42.81	\$13,498.99	57.19	\$18,033.35	\$55,266.42	\$86,798.76	16%	84%	\$1,000
1995	Ford E-350/Braun NW Aid	1995	319	\$83,390.00	42.81	\$35,699.26	57.19	\$47,690.74	\$22,172.45	\$105,562.45	34%	66%	\$0
1996	Simon Duplex LTI Aerial Ladder	1996	325	\$478,017.93	45.53	\$217,641.56	54.47	\$260,376.37	\$155,718.71	\$633,736.64	34%	66%	\$30,000
1998	Ford E-350/Braun NW Aid	1998	326	\$112,172.73	50.91	\$57,107.14	49.09	\$55,065.59	\$20,115.83	\$132,288.56	43%	57%	\$0
1998	Ford E-350/Braun NW Aid	1998	327	\$112,172.73	50.91	\$57,107.14	49.09	\$55,065.59	\$18,582.87	\$130,755.60	44%	56%	\$0
1998	Ford Expedition	1998	320	\$34,127.34	50.91	\$17,374.23	49.09	\$16,753.11	\$55,149.38	\$89,276.72	19%	81%	\$1,000
1999	Chevrolet K3500/Braun Remount Aid	1999	328	\$71,904.88	53.63	\$38,562.59	46.37	\$33,342.29	\$55,831.57	\$127,736.45	30%	70%	\$4,000
2000	Ford E-350 Passenger Van	2000	332	\$33,046.94	54.99	\$18,172.51	45.01	\$14,874.43	\$30,680.25	\$63,727.19	29%	71%	\$2,000
2000	Ford Expedition	2000	330	\$36,111.45	54.99	\$19,857.69	45.01	\$16,253.76	\$47,526.49	\$83,637.94	24%	76%	\$1,500
2000	Ford F-450 Brush Truck	2000	333	\$42,002.91	54.99	\$23,097.40	45.01	\$18,905.51	\$48,006.68	\$90,009.59	26%	74%	\$15,000
2000	Spartan/H&W Pumper	2000	329	\$376,818.20	54.99	\$207,212.33	45.01	\$169,605.87	\$267,605.94	\$644,424.14	32%	68%	\$30,000
1998	GMC Cargo Van (Shop Truck)	2003	346	\$2,543.06	54.99	\$1,398.43	45.01	\$1,144.63	\$42,506.69	\$45,049.75	3%	97%	\$1,000
2004	Ford Expedition	2004	347	\$-	54.99	\$-	45.01	\$-	\$63,524.73	\$63,524.73	0%	100%	\$0
1985	Chevrolet Utility (Rescue Vehicle)	2004	334	\$500.00	54.99	\$274.95	45.01	\$225.05	\$82,200.44	\$82,700.44	0%	100%	\$500
2008	Chevrolet Suburban Command	2005	339	(insurance claim)	54.99		45.01		\$57,484.29				\$0
2005	Ford E-350/Braun NW Aid	2005	336	\$117,483.00	54.99	\$64,603.90	45.01	\$52,879.10	\$106,491.49	\$223,974.49	29%	71%	\$0
2005	Ford E-350/Braun NW Aid	2005	337	\$116,058.00	54.99	\$63,820.29	45.01	\$52,237.71	\$127,679.37	\$243,737.37	26%	74%	\$0
2005	Ford E-350/Braun NW Aid	2005	338	\$115,808.00	54.99	\$63,682.82	45.01	\$52,125.18	\$112,775.40	\$228,583.40	28%	72%	\$0