

## **RESOLUTION 25-1124**

### **SURPLUS AND DISPOSAL OF 1997 PIERCE PUMP ENGINE**

**WHEREAS**, the City of Lynden ("City") owns a 1997 Pierce Pump Engine ("fire truck") that has reached the end of its useful life for City fire operations as it has exceeded National Fire Protection Association standards; and

**WHEREAS**, the City is authorized to transfer property to another government entity on such terms and condition as may be mutually agreed upon (RCW 39.33.010); and

**WHEREAS**, the City may consider both monetary and non-monetary consideration when determining the true and full value of property; and

**WHEREAS**, the Mount Vernon School District hosts the Northwest Career & Technical Academy ("NCTA") which offers a Fire Sciences program to high school students in Whatcom and Skagit Counties; and

**WHEREAS**, the City has considered the significant value the Fire Sciences program brings to the broader community, by providing the next generation of first responders the opportunity for hands-on training as a clear pathway to launch into careers in the fire service; and

**WHEREAS**, the City considers the added value that an equipped, retired fire truck can bring to this program, providing practical skills with real-world apparatus, such as fireground operations, equipment handling and team-based problem solving.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

Section 1: The fire truck is declared to be surplus property of the City.

Section 2: The City Council authorizes the sale of the fire truck to the Mount Vernon School District, per the terms outlined in Annex A.:

Section 3: BE IT FURTHER RESOLVED that any resolutions or parts of resolution in conflict herewith are hereby repealed insofar as they conflict with provisions of this resolution.

Section 4: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, regardless of whether any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if for any reason this Resolution is declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 5: This resolution shall be in full force and effect as of the date of the last signature on the agreement.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ AGAINST, AND SIGNED BY THE MAYOR THIS \_\_\_\_\_ DATE OF JULY 2025.

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MAYOR SCOTT KORTHUIS

ATTEST:

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Pam Brown, City Clerk

APPROVED AS TO FORM:

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Bob Carmichael, City Attorney

## ANNEX A

### INTERLOCAL AGREEMENT BETWEEN CITY OF LYNDEN AND MOUNT VERNON SCHOOL DISTRICT SALE AND PURCHASE OF 1997 PIERCE PUMP ENGINE

Agreement between the City of Lynden ("City"), a municipal corporation of the State of Washington, and the Mount Vernon School District ("School District"), a municipal corporation of the State of Washington.

- A. Purchase. The City agrees to sell the fire truck for \$1.00. The City will deliver the fire truck to Meridian School District transportation yard following approval of this agreement.
- B. As-Is. The City makes no claim regarding the condition of the fire truck. The School District assumes responsibility for all care and maintenance of the fire truck.
- C. Transfer Back Provision. Should the School District cease to operate the Fire Sciences program and/or determines that the fire truck is no longer required and wishes to dispose of the fire truck within **five (5) years** from the date of sale, the School District will transfer title back to the City for disposal. In the event that a state-approved Whatcom County Skills Center be formerly established within this five-year timeframe, the Mount Vernon School District may transfer the engine to the School District overseeing the Fire Science program. The School District may not otherwise sell or transfer the title within five years.
- D. Waiver. The School District waives, releases and forever discharges the City of Lynden and its officers, employees and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that the School District has or that may subsequently accrue arising from the ownership or relating to the fire truck.
- E. Indemnity. The School District will indemnify the City of Lynden and its officers, employees, and agents from all losses (including attorney's fees and costs), liabilities and claims arising from or relating to the fire truck after the purchase date.

F. General Provisions.

- a. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- b. Venue. The parties shall bring any litigation arising out of or relating to this agreement only before the Whatcom County Superior Court.
- c. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.
- d. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the City and the School District.
- e. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- f. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorneys fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.
- g. Opportunity for Counsel Review. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

**For City of Lynden**

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MAYOR SCOTT KORTHUIS

ATTEST:

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Pam Brown, City Clerk

APPROVED AS TO FORM:

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Bob Carmichael, City Attorney

**For Mount Vernon School District**

**ADOPTED** by the Board of Directors of Mount Vernon School District No. 320 at an open public meeting on \_\_\_\_\_ notice of which was given as required by law, the following directors being present and voting therefore.

BOARD OF DIRECTORS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary