

Agreement is made this ____ day of _____, 2026 by and between the Town of Medway, Massachusetts, a municipal corporation with a primary address of 155 Village Street, Medway, MA 02053 ("Medway") and the City of Somerville, Massachusetts, a municipal corporation with a primary address of 93 Highland Avenue, Somerville, MA 02143 ("Somerville") for the transfer of ownership of a 2012 Ford F-450 ambulance vehicle ("VEHICLE") for the terms and conditions contained herein.

Whereas The Somerville Auxiliary Fire Department, located in Somerville, Massachusetts has a need for a support vehicle to assist their operations for emergency management activities in that community and region, and

Whereas The Somerville Auxiliary Fire Department has assisted the Town of Medway for more than ten years with lighting and logistics support at our annual parade, and

Whereas The Medway Fire Department, located in Medway, Massachusetts, as a result of a new vehicle arrival has made available a 2012 Ford F-450 with an ambulance body made by Horton as surplus (effective _____ 1, 2026), and

Whereas Medway by vote of its Select Board and Somerville by approval of its Mayor are authorized to enter into this agreement pursuant to the provisions of G.L. c. 40, §4A.

Now therefore the parties agree as follows:

- 1) The ownership of Medway Ambulance 1, a 2012 Ford F-450 4x4 ambulance vehicle, Vehicle Identification Number (VIN) (1FDUF4HTCEC06540) (VEHICLE) shall be transferred to the Somerville Auxiliary Fire Department at a time to be determined by Medway Fire Chief Michael Fasolino.
- 2) The amount due from Somerville for this transaction shall be ZERO Dollars (\$0).
- 3) Medway Fire Department shall have the ability to remove any and all lose equipment, fixtures, fittings, radios, and tools from the VEHICLE that Chief Fasolino may determine as necessary.

4) The Somerville Auxiliary Fire Department shall be responsible for transportation of the VEHICLE to Somerville and for the cost of any equipment, modifications, or repairs/improvements that it deems as needed to place the VEHICLE into service in Somerville.

5) The VEHICLE is being provided to the City of Somerville as-is without any certification, warranty or guaranty as to its suitability for any use or purpose. No warranties, implied or otherwise, shall exist with this transaction, and the Town of Medway assumes no liabilities or responsibilities for future repairs of the VEHICLE and/or claims arising out of its operation or defects that may occur following its departure from Medway.

6) Somerville hereby agrees to release, defend, indemnify, and hold harmless the Town from any and all actions, causes or action, claims, suits, or demands for property damage, or personal injury, including payment of reasonable attorney's fees, arising from or in any way out of the use, misuse, or display of the VEHICLE.

7) It is agreed that the Town of Medway shall be afforded a right of first refusal to reacquire the VEHICLE at ZERO Dollars (\$0) at such time as the Somerville Auxiliary Fire Department shall determine that it no longer has need for it or shall move toward disposal. Medway shall be under no obligation to reacquire the VEHICLE, but may elect to do so.

8) If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

9) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

10) This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Agreed to as of the date first written above by the Town of Medway Select Board and the Mayor of the City of Somerville.

FOR THE TOWN OF MEDWAY, ITS SELECT BOARD: **FOR THE CITY OF SOMERVILLE, ITS MAYOR:**

Todd Alessandri

Jake Wilson, Mayor

Dennis Crowley

Maryjane White

Frank Rossi

Glenn Trindade