

INTERLOCAL AGREEMENT
FOR MECHANICAL SERVICES FOR FIRE VEHICLES AND EQUIPMENT
BY AND BETWEEN
SNOHOMISH COUNTY AND THE CITY OF MUKILTEO

THIS AGREEMENT is entered into between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as "County," and the City of Mukilteo hereinafter referred to as "City," under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW for purpose hereinafter stated.

WHEREAS, the County operates the Snohomish County Fire Department at Paine Field and employs a full time firefighter mechanic to service fire vehicles and equipment, and

WHEREAS, the City operates the Mukilteo Fire Department and needs the services of a firefighter mechanic, and

WHEREAS, the mutual advantage of the County and the City will be served by an interlocal agreement for the provision of the services by the County to the City of a firefighter mechanic, now, therefore,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE.

The purpose of the Agreement is for provision of maintenance service and mechanical repair of fire vehicles, apparatus and equipment owned by the City, by the County in accordance with the Scope of Work set forth below.

2. AUTHORITY.

This Agreement is authorized under the authority of the Interlocal Cooperation Act chapter 39.34 RCW.

3. TERM OF AGREEMENT

This Agreement shall be effective for a period of three years beginning on January 1, 2015 and ending on December 31, 2017, provided however, that the County's obligations after December 31, 2015 are contingent on local legislative appropriation of necessary funds for this specific purpose in accordance with the Charter and applicable law.

4. SCOPE OF WORK.

The scope of work on fire vehicles, apparatus and equipment includes preventive maintenance service, regular service based upon a maintenance schedule, mileage or time, repair service on any vehicle or equipment failure, emergency mobile service for roadside failure, and emergency mobile service for large fire situations on City fire vehicles and apparatus which may include: ladder trucks, rescue vehicles, pumpers, utility trucks, ambulances, staff vehicles and equipment as requested by the City, subject to the availability of the County's firefighter mechanic. Equipment to be serviced may include, upon the written mutual agreement of the Snohomish County Airport Public Safety Manager and the City of Mukilteo Fire Chief, self-contained breathing apparatus (SCBA), small gas powered and hydraulic tools and testing of ladders.

5. PAYMENT FOR SERVICES

The City shall pay the County for firefighter mechanic services as follows:

Labor:

- \$65.00 per hour for shop time
- \$70.00 per hour for emergency mobile service.

Materials and Parts:

(1) Parts may be picked up at supplier by County and billed directly to City by the supplier, provided however, that the cost of pickup shall be included in the labor costs listed above.

(2) County may supply parts from Snohomish County Airport Fire Department stock and bill City for parts with labor charges.

Sales Tax:

City shall pay sales tax on all labor and parts to County. County shall collect and remit the sales tax to the State Department of Revenue. The sales tax rate is currently 9.5%.

A flat-rate charge for oil change/lube and quarterly/annual condition check based upon an audit of time and materials expended on average on this activity may be established by mutual agreement in writing by the Snohomish County Airport Public Safety Manager and the City of Mukilteo Fire Chief and attached hereto as an addendum.

Invoices are due and payable within (30) days of the date of the invoice. The County shall maintain records of all services provided and such records shall be available for inspection or audit by the City, upon reasonable notice, during the County's regular business hours. Total invoices shall not exceed the sum of \$225,000.00 over the term of the contract. The City shall not request services that require work by the County in excess of \$225,000 over the term of the contract.

6. INDEMNIFICATION.

- A. The County agrees to hold harmless, indemnify, and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the County, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the County, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement, provided, however, that:
 - 1. The County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
 - 2. The County's obligations to indemnify defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the County and the City shall apply only to the extent of the negligence or willful misconduct of the County.

- B. The City agrees to hold harmless, indemnify, and defend the County, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents subcontractors or employees, in connection with the services required by this Agreement, provided, however, that:
 - 1. The City's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the County, its officers, agents or employees; and
 - 2. The City's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the City and the County shall apply only to the extent of the negligence or willful misconduct of the City.

7. TERMINATION.

Either party may terminate this Agreement upon thirty (30) days written notice beginning on the second day after the mailing. If this Agreement is so terminated, the parties shall be liable only for the payment in accordance with the terms of this Agreement for services rendered prior to the effective date of the termination.

8. AGREEMENT ADMINISTRATION AND NOTICES.

This Agreement shall be administered by the Fire Chief for the City of Mukilteo and the Public Safety Manager 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:

CITY:

Fire Chief
Mukilteo Fire Department
10400-47th Place West
Mukilteo, WA 98275

COUNTY:

Public Safety Manager
Snohomish County Airport
3220 100th Street SW
Everett, WA 98204-1390

9. MODIFICATION.

The City 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.

10. 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.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and may not be changed or modified other than by a written agreement executed by the parties.

12. 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.

IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof.

SNOHOMISH COUNTY

CITY OF MUKILTEO

BY:

BY:

LENDA CRAWFORD
Executive Director

Lenda Crawford
Date 2/6/15

[Signature] 10.21.14
Date

Deputy Executive

Mayor

Approved as to form only

Approved as to form only

[Signature] 1-5-2015
James Maynard
Deputy Prosecuting Attorney

[Signature]
Mukilteo City Attorney

COUNCIL USE ONLY
Approved: 2-4-15
Docfile: D-9