

**INTER-LOCAL VEHICLE MAINTENANCE AGREEMENT
MUKILTEO SCHOOL DISTRICT NO.6 AND CITY OF MUKILTEO**

Mukilteo School District No. 6, a Washington municipal corporation (“District”) and the City of Mukilteo, a Washington municipal corporation (“City”), pursuant to Chapter 39.34 RCW and RCW 39.34.080 do hereby make and enter into this Inter-Local Agreement (“Agreement”) as hereinafter set forth.

WHEREAS, the District operates a maintenance department (“Transportation Shop”) whose operations include, among other matters, the provision of routine maintenance service and repairs for District vehicles; and

WHEREAS, the District Transportation Shop currently has a limited amount of excess capacity to provide routine vehicle maintenance and repairs for more than its own vehicles and anticipates such excess capacity to continue for at least the next year; and

WHEREAS, the City has need to contract, from time to time, for routine vehicle maintenance and repairs for its public works and City Hall (excludes Fire and Police) vehicles, a current list of which is attached hereto and by this reference incorporated herein, setting forth the model year, the City department to which the vehicle is assigned, the model, current estimated mileage, estimated annual use, and fuel type (collectively the “City Vehicles”); and

WHEREAS, the City desires to contract with the District, on the terms and conditions hereinafter set forth, for routine maintenance and repairs of City Vehicles, when needed, in accordance with the District’s capacity and internal service priorities; and

WHEREAS, the District’s Board of Directors and the City’s Council have approved and authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the District and the City agree as follows:

1. Routine Maintenance and Repair Services. The District agrees to provide to the City, with respect to the City’s City Vehicles, as defined above, routine services and repairs, including:

- Lube oil and filter
- Transmission fluid and filter
- Fuel filters
- Windshield wipers
- Tune ups
- Fluid levels
- Light bulbs
- Brakes
- Starters

- Alternators
- Water pumps
- Belts and hoses
- U-joints
- Tire rotations
- Other routine maintenance as recommended by the vehicle manufacturer
- Minor repair work as requested by the City

The District shall maintain its Transportation Shop and shall have the responsibility for equipping and staffing same. The City shall have the sole and exclusive responsibility for determining the need for and frequency of maintenance and repair services for its City Vehicles. Nothing herein shall be deemed to require the City to schedule or obtain any services from the District and all such services shall be requested by the City in its discretion.

2. Service Availability and Scheduling. The District will provide the routine vehicle maintenance and repair services set forth above, to the extent of its available excess capacity and subject to District priorities as required to maintain the District's own vehicles. The City will provide the District with a written list of those City employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by the City's Director of Public Works. The City's authorized representatives will schedule work with the District's Lead Mechanic (Bill Weber) or such other persons as may be designated to the City, in writing, by the District's Executive Director of Support Services. The District will make a reasonable effort to complete scheduled work within two (2) working days or other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event the District determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, the District will notify the City, accordingly, and make reasonable efforts to minimize the impact on the City's operations.

3. Rates, Charges and Payment. The District shall charge the City and the City shall pay the District for the services rendered pursuant to this Agreement on a time and materials basis, as follows:

- (a) Labor. Labor will be charged at the rate of Ninety-Five Dollars (\$95.00) per hour in quarterly hour increments; and
- (b) Parts. Parts supplied in connection with the services rendered pursuant to this Agreement shall be charged at the District's invoice cost plus twenty-five percent (25%).

The labor rates may be adjusted as of September 1 or each year, during the continuation of this Agreement; provided the District shall notify the City, in writing, thirty (30) days in advance of the effective date of any such adjustment to the labor rate.

The District will invoice the City each month with the charges for labor and parts provided during the preceding month and the City agrees to pay the invoice, within thirty (30) days after receipt. The City agrees to pay interest on overdue charges at the rate of one percent (1%) per month.

4. Term and Termination. The initial term of this Agreement shall commence immediately after this Agreement is recorded with the Snohomish County Auditor as provided for in Section 5, below, (the "Effective Date") and shall continue thereafter, indefinitely, until terminated as hereinafter set forth. Either party may terminate this Agreement, at any time, upon thirty (30) days advance written notice to the other party.

5. Listing and Posting Agreement. The City and the District shall list the Agreement, by subject and post it on their respective websites, in a manner that permits it to be retrieved electronically, by the public, prior to the Effective Date, and maintain them thereafter during the term of this Agreement, in compliance with RCW 39.34.040. In addition, the District and the City each agree to maintaining a copy of this Agreement with its agency records.

MUKILTEO SCHOOL DISTRICT NO. 6

CITY OF MUKILTEO

By: Marci Larsen

By: Joe Marin

Its: Superintendent

Its: Mayor

Date: 1/29/10

Date: 1/21/10