

Snohomish County  
Department of Public Works  
Fleet Management Division  
3402 McDougall Avenue  
Everett, WA 98201

## **INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE**

**THIS AGREEMENT** is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Mukilteo, a municipal corporation of the State of Washington (hereinafter referred to as the "Agency"). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Agency equipment maintenance/repair service performed by the County, or under contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW. The County shall provide mechanical maintenance/repair service for vehicles/construction equipment owned by the Agency as listed in Exhibit "A", which is attached hereto and incorporated herein by this reference. Additional Agency equipment may be repaired by the County as agreed in writing by the Administrators of this Agreement identified below.
2. Scheduling Work. Whenever the Agency desires to use the County services to undertake routine maintenance or repair of Agency vehicles, the Agency shall notify the County's Everett Shop Supervisor or Communication Repair Technician for scheduling the work. To the extent the Agency vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis at the County's Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible.
3. Transportation. The Agency shall provide for transportation of vehicles/construction equipment to and from the County service location. In situations where the vehicle/equipment is inoperative, the County's Shop Supervisor will determine whether the vehicle/equipment shall be towed to the County location or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars (\$500.00) without consultation by the County with the Agency. The Agency Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for

**INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF MUKILTEO (2014 to 2018)**

particular vehicle/equipment when charges exceed the above amount. Equipment repair estimates provided by the County are exactly that, estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, the County will contact the Agency for permission to proceed with repairs.

5. Standard Specifications and Preventive Maintenance Schedule. Whenever the County has standard specifications in place for supplies or services requested by the Agency, the County shall use such specification in replacing parts and/or performing services requested. The County's Preventive Maintenance schedule shall be used for Agency equipment.
6. Service Location. Services on Agency vehicles shall be performed at the County's Everett location unless specific circumstances warrant the use of other necessary locations.
7. Wage Requirements. The County shall conduct the service in compliance with County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to the County and as provided in a written annual letter of notification to the Agency issued pursuant to subsection 7.1.d. of this Agreement.

7.1. Compensation. Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the Snohomish County Council budget process and formally distributed by December 1st of the calendar year.

a. County inventory parts shall be supplied at cost + 40% for services provided in calendar year 2014 to 2018, and, if applicable, any extended term.

b. During calendar year 2014, County labor shall be provided at a cost of Ninety Seven and 50/100 Dollars (\$97.50) per hour for passenger car/light-duty vehicle repair services provided in calendar years 2014 to 2018; One Hundred Seventeen and 50/100 Dollars (\$117.50) per hour for heavy truck and equipment repair services provided in calendar years 2014 to 2018; Ninety Seven and 50/100 Dollars (\$97.50) per hour for radio and radar repair services provided in calendar years 2014 to 2018; and Sixty and 00/100 Dollars (\$60.00) per hour for small power equipment repair provided in calendar years 2014 to 2018. Overtime labor shall be provided at 1.5 times the appropriate hourly rate. Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.

- “Light Equipment” = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).
- “Heavy Equipment” = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vactor trucks, street sweepers, backhoes, aerial lift “bucket” trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the light equipment County labor rate, and direct purchase parts shall be supplied at cost +15%.

d. Rates for years 2014 - 2018, and any extended term, based on rates approved annually through the Snohomish County Council budget process. Snohomish County Fleet Management will submit a letter of notification to the Agency by December 1st of the year preceding the year for which the rates apply, notifying it of any changes in rates of compensation for parts, labor and vendor repair costs. Such new rates shall apply to all work performed for the Agency in the subsequent year.

7.2. Records. The County shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the Agency at the close of each calendar month an itemized statement covering all categories of items.

7.3. Payment. The Agency shall pay the County for services rendered within thirty (30) days after receipt of the statement.

8. Term/Termination/Extension. This Agreement shall be govern services rendered from January 1, 2014, through December 31, 2018 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, at the sole discretion of the County, by written notice from the County to the Agency, FURTHER PROVIDED, HOWEVER, that the County’s obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law].

9. Indemnification. The Agency shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City’s or Agency’s performance of this Agreement, including claims by the City’s or Agency’s employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the Agency, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Agency, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the AGENCY, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Agency's waiver to each other only, of their respective immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Agency vehicles while in the County's care, custody and control.

11. Warranty. The County will repair or replace without additional charge any defective workmanship or parts provided to Agency vehicles under general daily usage by Agency employees for up to ninety (90) days after the date the work order is closed.
12. Notices. All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

AGENCY:  
City of Mukilteo

COUNTY:  
Snohomish County

Mukilteo Police Department  
10500 47<sup>th</sup> Place W  
Mukilteo, WA 98275

Fleet Management Division  
3402 McDougall Ave.  
Everett, WA 98201

13. Administrators. Administrators of this Agreement shall be (i) Snohomish County Fleet Manager; and (ii) Mukilteo Police Department
14. Jurisdiction. This Agreement has been made and shall be construed according to the laws of the State of Washington. 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. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
15. Independent Contractor. The parties agree and understand that the County is acting hereunder as an independent contractor and no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the Agency. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.
16. Severability. If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties hereto.

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18. Entire Agreement. This Agreement represents the entire agreement between the County and the Agency, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their official representatives this 30<sup>th</sup> day of September, 2014.

SNOHOMISH COUNTY

CITY OF MUKILTEO

By: [Signature]  
County Executive or Designee

By: [Signature]  
Jennifer Gregerson, Mayor

Approved As To Form:

ATTEST:

[Signature]  
Deputy Prosecuting Attorney

[Signature]  
Christina J. Boughman, City Clerk

Approved As To Form

[Signature]  
Angela G. Summerfield, City Attorney

COUNCIL USE ONLY	
Approved:	<u>9-24-14</u>
Docfile:	<u>D-13</u>

## EXHIBIT A

### AGENCY VEHICLE/EQUIPMENT LIST

2014 vehicle maintenance/repair service agreement

ID#	Equipment Description	VIN/Serial#	License
21	Crown Vic-Volunteers vehicle	2FAFP71W06X146125	42348-D
22	Crown Vic-Detective vehicle	2FAFP71W87X153356	42351-D
24	Jeep Commander-Administrative vehicle	1J8HG48P27C616419	42350-D
25	Ford Expedition-Detective vehicle	1FMPU16535LA77698	540 TIK
28	BMW-Traffic Motorcycle	WB10499A76ZE96374	0868EX
29	Dodge Avenger-Detective vehicle	1B3LD76M58N185361	46184-D
30	Dodge Avenger-Crime Prevention vehicle	1B3LD76MX8N228964	46186-D
31	Dodge Charger-Administrative vehicle	2B3KA43H18H232971	056 XUL
33	Crown Vic-Training vehicle	2FAFP71V78X156001	47222-D
37	Crown Vic-Patrol vehicle	2FAHP71V59X118020	49097-D
40	Crown Vic-Patrol vehicle	2FAHP71V19X117429	49100-D
41	Chevy Trailblazer-Administrative vehicle	1GNDD33S292124495	50113-D
42	BMW-Traffic Motorcycle	WB104400XBZW19390	2634EX
43	Crown Vic-Patrol vehicle	2FABP7BV3BX156047	50139-D
44	Crown Vic-Patrol vehicle	2FABP7BV5BX156048	52383-D
45	2013 Ford SUV Interceptor-Patrol vehicle	1FM5K8AR0DGA51261	A1301C
46	2013 Ford SUV Interceptor-Patrol vehicle	1FM5K8AR9DGA51260	A1302C
47	Chevy Colorado-ACO vehicle	1GCJTBFXC8169894	47255D
48	2013 Ford Sedan Interceptor-Patrol vehicle	1FAHP2M88DG215333	56855D
49	2013 Ford Sedan Interceptor-Patrol vehicle	1FAHP2M8XDG215334	56856D
50	2013 Ford Sedan Interceptor-Patrol vehicle	1FAHP2M81DG215335	56857D
51	2013 Ford Sedan Interceptor-Patrol vehicle	1FAHP2M83DG215336	56858D
52	2014 Ford SUV Interceptor-Patrol vehicle	1FM5K8AR9EGC27211	TBD
53	2014 Ford SUV Interceptor-Patrol vehicle	1FM5K8AR0EGC27212	TBD
54	2014 Ford SUV Interceptor-Patrol vehicle	1FM5K8AR2EGC27213	TBD

55

2014 Ford SUV Interceptor-Patrol vehicle

1FM5K8AR4EGC27214

TBD