

INTERLOCAL AGREEMENT FOR MECHANICAL SERVICES FOR FIRE VEHICLES
AND EQUIPMENT, ADVANCED LIFE SERVICE AND SHARED TRAINING 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 purposes hereinafter stated.

WHEREAS, the County operates the Snohomish County Airport Fire Department at Paine Field and employs full time firefighter mechanics 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 Mukilteo Fire Department maintains and operates Advanced Life Support service hereafter referred to as "ALS" vehicles in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. Such vehicles are staffed by emergency medical technicians and ALS personnel as required by such statutory provisions and in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. The Paine Field Fire Department has a need for such services and the Mukilteo Fire Department has the ability to supply the needed services; and

WHEREAS, the County and City both require training services and necessary training equipment for teaching, with the County and City willing and able to provide mutual training services; 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, for advanced life support services by the City to the County and for mutual training, now, therefore,

TO CARRY OUT THE PURPOSES OF THIS AGREEMENT AND IN CONSIDERATION OF THE BENEFITS TO BE RECEIVED BY EACH PARTY, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE.

The purpose of the Agreement is as follows: 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; for terms and conditions under which the ALS services shall be provided; for terms and conditions under which the training services and training equipment shall be provided.

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 four years beginning on July 1, 2018 and ending on June 30, 2022, provided however, that the County's obligations after December 31, 2018 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.

A. MECHANICAL SERVICES. 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 Fire Chief and the City of Mukilteo Fire Chief, self-contained breathing apparatus (SCBA), small gas powered and hydraulic tools and testing of ladders.

B. ALS SERVICES. During the term of this agreement, the City shall furnish ALS including advance life support services and ambulance transport to all persons within the geographical boundaries of the Snohomish County Airport at Paine Field. Such ALS shall be rendered on the same basis as such services are rendered to persons within the City but the City assumes no liability for failure to provide such services by reason of circumstances beyond its control. In the event of simultaneous emergency medical calls whether within or outside the Snohomish County Airport at Paine Field whereby the facilities and personnel of the City are taxed beyond its ability to render ALS, the officers and agents of the City shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and responding to such calls.

The City makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the City to provide emergency services under the provisions of this agreement is a duty owed to the public generally and by entering into this agreement, the City does not incur a special duty to persons within the County.

The City agrees that during the term of this agreement, all ALS supplied by the City and the vehicles and personnel used to supply such services will meet the

statutory and regulatory requirements set forth in Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. In the event for any reason the City becomes unable to perform the services required under this agreement, it shall immediately notify the County.

C. TRAINING. The County and City will participate in shared training services and equipment for teaching upon the written mutual agreement of the Snohomish County Airport Fire Chief and the City of Mukilteo Fire Chief at no cost to each other and with each bearing its own costs. The training by the County includes, but not limited to, airfield/aircraft training, fuels, extinguishers and aircraft rescue tactical training. The training by the City includes, but not limited to, tactical simulation, mass casualty incidents and extrication.

5. PAYMENT FOR MECHANICAL SERVICES.

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

Labor:

\$110.00 per hour for shop time;

\$140.00 per hour for emergency mobile service.

Materials and Parts:

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.

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 at the current applicable rate. The sales tax rate is currently 10.3%.

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 \$400,000.00 over the term of the contract. The City shall not request services that require work by the County in excess of \$400,000 over the term of the contract.

6. COMPENSATION FOR ALS SERVICES.

The City shall have the exclusive authority to directly bill patients (and/or their insurers) transported or treated by ALS personnel and will claim all receipts as payment for services. The City will be solely responsible for collecting amounts billed and may pursue

delinquent accounts in accordance with the City's Ambulance Billing Procedures. The County shall not be considered liable for or a guarantor of such payments.

7. 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.

8. INSURANCE

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the

indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

9. TERMINATION.

Either party may terminate this Agreement upon ninety (90) days written notice beginning on the second day after the mailing, or upon hand delivery. 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.

10. AGREEMENT ADMINISTRATION AND NOTICES.

This Agreement shall be administered by the Fire Chief for the City of Mukilteo and Snohomish County Airport Fire Chief 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:
Snohomish County Airport Fire Chief
Snohomish County Airport
3220 100th Street SW, Suite A
Everett, WA 98204

11. 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.

12. 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.

13. 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.

14. 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.

Dated: 7/16/18
Snohomish County
BY:

Kendee Yamaguchi
Executive
KENDEE YAMAGUCHI
Executive Director

Approved as to form

Deputy Prosecuting Attorney

Dated: 6-19-18
City of Mukilteo
BY:

Joseph R. Simpson
Mayor

Approved as to form

Austin
Mukilteo City Attorney

COUNCIL USE ONLY	
Approved: <u>7-11-18</u>	_____
Docfile: <u>D-9</u>	_____

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

Dated: _____
Snohomish County
BY:

Executive

Approved as to form
Micela A. Long
Deputy Prosecuting Attorney

Dated: 8-19-18
City of Mukilteo
BY:

Geoff Robinson

Mayor

Approved as to form
[Signature]

Mukilteo City Attorney

COUNCIL USE ONLY
Approved: 7-11-18
Docfile: D-9