

Approved: 05/01/2024

Effective: 05/16/2024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 24-024

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN AN INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF MUKILTEO
FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICES

WHEREAS, the City of Mukilteo (“the City”) possesses the power and legal authority to provide equipment maintenance and repair services (“Services”) to its departments; and

WHEREAS, Snohomish County, through its Department of Facilities & Fleet, provides the same Services to Snohomish County departments; and

WHEREAS, the City desires to enter into an “Interlocal Agreement for Equipment Maintenance and Repair Service” (the “Agreement”) whereby Snohomish County will perform Services for the City; and

WHEREAS, the Snohomish County Fleet Manager has reviewed the Agreement and determined it would increase efficiency and foster cost savings to the County; and

WHEREAS, Snohomish County agrees to render such Services subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to Chapter 39.34 RCW; and

WHEREAS, the Snohomish County Council held a public hearing on May 1, 2024, to consider approving the Agreement and authorizing the Snohomish County Executive to sign the Agreement on behalf of Snohomish County.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or his designee, to sign the “Interlocal Agreement for Equipment Maintenance and Repair Service” a copy of which is attached to this ordinance as Exhibit A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

PASSED this 1st day of May, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Jared Mead
Chairperson

ATTEST:

M. Glendon
Deputy Clerk of the Council

- APPROVED
- EMERGENCY
- VETOED

DATE: May 6, 2024
[Signature]
County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:
[Signature]
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish County
Department of Facilities & Fleet
Fleet Services Division
3402 McDougall Avenue
Everett WA 98201

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

This Equipment Maintenance And Repair Service 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 and upfit services ("Services") performed by the County or under third party vendor contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW.
2. Scheduling Work. The Agency may request that the County provide Services for Agency vehicles and equipment. The Agency shall contact the County's Shop Supervisor or Communication Repair Technician to request Services and coordinate scheduling. The Agency will provide a description of the asset and any additional information necessary to perform Service requested. If the County is unfamiliar with the particular make and model of the vehicle/equipment, the County may decline the request. When Agency vehicles are in need of scheduled maintenance or unscheduled repair or upfit, such Service will be provided at the County's Shop Supervisor's discretion considering County resources and availability. Emergent repairs will be undertaken as soon as reasonably possible given County resources and availability.
3. Transportation. The Agency shall transport its vehicles or equipment to and from a County Service Location designated by the County. In situations where the vehicle or equipment is inoperative, the County's Shop Supervisor will determine whether the vehicle or equipment shall be towed to the County location at the Agency's expense, or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each Service order shall not exceed one thousand dollars (\$1,000.00) without consultation by the County with the Agency. If the cost for Services is estimated to exceed one thousand dollars, the County will notify the Agency Administrator, named below. The Agency Administrator will advise the County whether or not to proceed with

INTERLOCAL AGREEMENT FOR FURNISHING
EQUIPMENT MAINTENANCE/REPAIR SERVICE
WITH CITY OF MUKILTEO (2024 to 2028)

specified Service order. Service estimates provided by the County are estimates only; regardless of the cost, if in the course of performing Services costs are estimated to exceed an original estimate by more than five hundred dollars (\$500), the County will contact the Agency Administrator for permission to proceed with Services.

5. Service Location. The County's three shop locations ("Service Location") are located at Everett, Arlington or Cathcart.

Everett: 3402 McDougall Avenue, Everett WA 98201
Arlington: 19700 67th Avenue NE, Arlington WA 98223
Cathcart: 8915 Cathcart Way, Snohomish WA 98296

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

- a. County inventory parts shall be supplied at cost plus the County's standard markup rate for services provided in calendar year 2024 to 2028, and, if applicable, any extended term.
- b. During calendar year 2024, County labor shall be billed at the following rates:
 - i. One Hundred Fifteen and 00/100 Dollars (\$115.00) per hour for Light Equipment Services;
 - ii. One Hundred Forty and 00/100 Dollars (\$140.00) per hour for Heavy Equipment Services;
 - iii. One Hundred Fifteen and 00/100 Dollars (\$115.00) per hour for two-way radio equipment repair Services; and
 - iv. Eighty Five and 00/100 Dollars (\$85.00) per hour for Small Power Equipment.
 - v. Overtime labor shall be provided at 1.5 times the above listed hourly rate.
- c. Equipment categories are further defined as follows:
 - i. "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, compactors and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.

- ii. "Light Equipment" = Automotive/Light Duty – Passenger cars, law enforcement vehicles and pickup trucks up to 1-ton category (Ford F350 equivalent).
 - iii. "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.
 - iv. "Two-Way Radio Equipment" = Emergency and public service two way radio systems and associated accessories and hardware.
- d. Vendor repairs shall be provided at County cost plus 15% markup, plus labor for transporting to and from vendor, and direct purchase non-inventory parts shall be supplied at cost +15%.
- e. Rates for years 2025 - 2028, and any extended term, will be based on rates approved through the County Council budget process. Rates will be based upon the County's actual cost to perform the Services, including employee wages. The County will notify the Agency in writing of any changes to rates set forth in Section 6 by December 1st of the year preceding the year for which the rates apply. Such new rates shall apply to all Services performed for the Agency starting January 1 of the subsequent year.

6.1. Itemized Statement. At the close of each calendar month, the County shall provide the Agency with an itemized statement detailing the cost of Services, including all categories of items listed in this section.

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

7. Term/Termination/Extension. This Agreement shall govern Services provided from January 1, 2024, through December 31, 2028 ("Initial term"), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual agreement of the County and the Agency, FURTHER PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Either party may terminate this Agreement by providing not less than ninety (90) days written notice of the intent to terminate to the other party. The Agency shall remain responsible for payment for all Services provided up until the date of termination.

8. 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.

9. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has coverage at least equivalent to \$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 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.

10. 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
Attn: Mayor
11930 Cyrus Way
Mukilteo WA 98275

COUNTY:
Snohomish County Fleet Services
Attn: Fleet Manager
3402 McDougall Avenue
Everett WA 98201

11. Administrators. Administrators of this Agreement shall be (i) County Fleet Manager at the "COUNTY" address above; and (ii) City of Mukilteo.
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.
15. Independent Contractor. The parties agree and understand that the County is providing services 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 responsible 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 work or services provided 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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 1st day of May, 2024.

SNOHOMISH COUNTY

By: Klein, Ken
County Executive Ken Klein
Executive Director

Digitally signed by Klein, Ken
Date: 2024.05.01 14:59:20 -07'00'

CITY OF MUKILTEO

By: Joe Masine
Name/Title:

Approved As To Form:

Shelley M. Dwo 12/18/23
Deputy Prosecuting Attorney

ATTEST:

Alex Sandrine
City Clerk

COUNCIL USE ONLY	
Approved	<u>5/1/2024</u>
ECAF #	<u>2024-0295</u>
MOT/ORD	<u>Ordinance 24-024</u>

Approved As To Form

by Colin Rey
City Attorney
for Daniel Kenny