

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

This Interlocal agreement between Snohomish County and City of Mukilteo for Mechanical Services for Fire Vehicles and Equipment ("Agreement") is made and entered into between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Mukilteo (the "City"), under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW for purposes hereinafter stated.

RECITALS

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, as the City does not have personnel available to perform these services; and

WHEREAS, the County has qualified personnel to perform these services and willing to provide such service as available pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, this Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County and the City desire to enter into this Agreement to provide mechanical services for fire vehicles and equipment.

AGREEMENT

NOW THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree 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.

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 September 1, 2022 and ending on June 30, 2026.

4. SCOPE OF SERVICES.

4.1 Both parties understand and agree that the qualified County personnel who provide Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. County personnel shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City in providing Services to the City pursuant to this Agreement.

4.2 The scope of the Services to be rendered upon any specific request shall be determined by mutual agreement on a request basis pursuant to the terms of this Agreement and subject to the availability of the County's personnel.

4.3 Upon request by the City, the County will provide the following **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.

5. COMPENSATION 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 10.5%.

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. ACCEPTANCE OF REPAIRS & SERVICE

At the time the City receives items back from the County, the City shall promptly review the work, including service and/or repair, to determine that the work appears to correct the identified problem. To the degree that there is fire-industry standard testing (i.e. NFPA Standards) that the County is capable of conducting, the County shall perform testing needed of the item sent and shall provide written notice of the test results to the City at the time the City receives the item back from the County. If the City determines the work does not correct the identified problem, or the County has not completed fire-industry testing that it is capable of conducting or provided written notice of such test results to the City, the City shall reject the work by providing County with written notice describing the problems. The piece of equipment shall not be placed "in service" until this process has been completed. After six (6) months have passed from the date the item is picked up by the City, the City waives any and all claims related to the work completed by the County.

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 of 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. In that event, the City shall pay the County for all Services provided up to and including the date of termination in accordance with Section 5.

The terms and conditions contained in Sections 5 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

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.

15. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

16. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

17. RECORDS

Both parties shall maintain adequate records to document services performed under this

Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice.

IN WITNESS WHEREOF, the parties have signed this Agreement, as of the date indicated herein.

Dated: _____
Snohomish County
BY:

Executive Ken Klein
Executive Director

Approved as to form

Deputy Prosecuting Attorney

Approved as to Insurance, Indemnity

County Risk Manager

Dated: 9/6/22
City of Mukilteo
BY:

Mayor

Approved as to form

Mukilteo City Attorney

Approved as to Insurance, Indemnity

City Risk Manager

<p>COUNCIL USE ONLY</p> <p>Approved <u>9/14/2022</u></p> <p>ECAF # <u>2022-0845</u></p> <p>MOT/ORD <u>Motion 22-368</u></p>
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City of Mukilteo
BY:

Executive

Mayor

Approved as to form

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Deputy Prosecuting Attorney

Mukilteo City Attorney

Approved as to Insurance, Indemnity

Approved as to Insurance, Indemnity

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.08.31 07:11:21 -07'00'

County Risk Manager

City Risk Manager