

*East County Fire Support Services Division*  
Associate Interlocal Agreement

ORIGINAL

 COPY

Pursuant to the authority granted in RCW 39.34, this agreement is entered into between East County Support Services Division, referred to as "**ECFSS**" and "City of Lynnwood" referred to as the "**Subscribing Agency**".

ECFSS has automotive and truck repair facilities and trained personnel to provide maintenance and repair services for vehicles. ECFSS is sufficiently equipped and staffed to provide maintenance and repair services to other municipal corporation vehicles and equipment.

ECFSS is willing to provide such services from time to time on a fee basis established to provide cost reimbursement to the ECFSS.

ECFSS does not provide such services to private parties on a commercial basis and, therefore, furnishes such services to other governmental entities as a governmental service and not as a proprietary function.

The Subscribing Agency does not maintain trained personnel and equipment necessary to meet its requirements for repair and maintenance services and, therefore, has a need for such services from outside sources for its apparatus and equipment.

It is the purpose of this agreement to provide the terms and conditions under which ECFSS will provide apparatus and equipment repair and maintenance services. To accomplish this purpose it is agreed as follows:

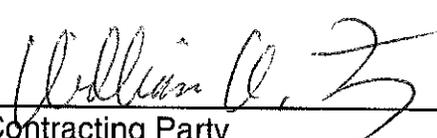
1. Exclusions/Limitations: The ECFSS shall reserve the right to exclude any other agency from participating in this Interlocal Agreement and/or limit services provided and establish qualifications or contingencies to the providing of service.
2. Governmental Service: No services as anticipated herein shall be allowed to any non-municipal agencies. Agencies to become Subscribing Agencies shall be political sub-divisions of the State of Washington or Federal Agencies. No private services shall be provided.
3. Termination/Limitation of Services: The ECFSS shall have the right terminate the participation of any Subscribing Agencies or limit services after association has been established.
4. Non-Exclusive: Notwithstanding any express or implied provision of this Agreement, all Subscribing Agencies reserve the right to provide for services of the type covered by this Agreement from their own resources or by contract or otherwise with outside persons or entities. No Subscribing Agency shall be required to exclusively use the services available under this Agreement.
5. Locations: ECFSS agrees to provide such repair and maintenance services on vehicles and equipment delivered to the Monroe Fire station by the Subscribing Agency as may be agreed upon from time to time by the Chiefs of the fire

departments of the parties or their designees. ECFSS further agrees to provide repair services to vehicles of the Subscribing Agency at other locations if deemed appropriate and available by the Chief of Support Services. Additional fees may be charged for remote location services and for transportation of Subscribing Agencies vehicles.

6. Insurance: The Subscribing Agency shall maintain automobile physical damage insurance including comprehensive and collision coverage's on all vehicles delivered to the ECFSS for service, maintenance or repair. The Subscribing Agency shall maintain inland marine or similar property insurance covering all equipment and vehicles not licensed that are delivered to the ECFSS for service, maintenance and repair.
7. Permission to Perform Duties: The Subscribing Agency authorizes the requested repair work to be done along with the purchase of necessary parts and material and agrees that the ECFSS is not responsible for the loss or damage to the vehicles and or equipment in case of fire, theft or any other cause beyond the control of the ECFSS or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. The Subscribing Agency grants the ECFSS and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
8. Warranty: ECFSS will repair or replace any new parts or redo any labor, which fails in normal service due to defects in parts, or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and there shall be no liability for consequential, incidental or commercial damages. The ECFSS disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the repair work. No warranty, whether expressed or implied, extends beyond 90 days.
9. Notice of Termination: Either party giving to the other party 90 days written notice of termination may terminate this agreement.

**Signature Block**

 ECFSS Board Chair	<u>4/28/09</u> Date
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 Contracting Party	<u>6/26/09</u> Date
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<u>for Mayor Ron Gough</u> Title	
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**SUMMARY OF THE CITY COUNCIL MEETING  
OF May 26, 2009**

Agenda Item	Description	Action	Department
30.	Approval of Minutes: Business Meeting 5/11/09; Work Session 5/18/09	Approved	Legislative
90.1A	Contract: Authorization to sign MOU w/ AFSCME and Police Guild	Adopted	HR
90.1B	Contract: Authorization to sign MOU w/ AFSCME	Adopted	HR
90.1C	Semi-Final Approval: North Lynnwood Neighborhood Park Spray Park renovation	Adopted	P&R
90.1D	Supplemental Agreement: City Annex Bldg – Architect Services for Tenant Improvements	Adopted	PW
90.1E	2009-10 Interlocal Agreement: Snohomish Regional Drug Task Force	Adopted	PD
90.1F	Interlocal Agreement: City of Monroe Equipment Repair Services	Adopted	PW
90.1G	PUD Utility Easement (196 <sup>th</sup> /37 <sup>th</sup> )	Adopted	PW
90.1H	PUD Utility Easement (188 <sup>th</sup> St W of 52 <sup>nd</sup> )	Adopted	PW
90.1I	Voucher Approval: Claims \$583,511.67 & Payroll \$1,128,580.59	Adopted	Finance
90.2	Public Hearings or Meetings	None Held	
90.4A	Ordinance, Finance plan consultant contract supplement, WSDOT Construction Agreements I-5/196 <sup>th</sup> St Pedestrian Bridge Improvements	Adopted Ordinance 2787	PW
90.4B	Ordinance: EMS Levy	Adopted Ordinance 2788	Fire
90.4C	Executive Session	Two Held	
100.	New Business:	None	

**CITY COUNCIL ITEM**  
**CITY OF LYNNWOOD**  
**PUBLIC WORKS DEPARTMENT**

Meeting	Date	Item	Department Contact	Council Action
Work Session	5/18/2009	1	Les Rubstello	Review

**TITLE: Interlocal Agreement: City of Monroe Equipment Repair Services**

**SUMMARY:**

To establish an interlocal agreement with the City of Monroe for the on-call repair of Fire Department vehicles during the time that Lynnwood is without a certified mechanic.

**ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City an Interlocal Agreement between the City of Lynnwood and the City of Monroe for repair of Fire Department vehicles.

**BACKGROUND:**

Lynnwood has had one Fire Equipment certified mechanic. On May 11 of this year, that mechanic, Brian Barrett, went to work for the City of Redmond. The majority of Mr. Barrett's work load consisted of maintaining Fire Department emergency vehicles.

in the time before Lynnwood can hire and/or train a new certified mechanic, an agreement with one of the neighboring jurisdictions is needed to provide maintenance to the Fire fleet. The vehicles that require a certified mechanic are one ladder truck, three engines, four aid cars, and one haz mat vehicle.

Monroe not only has the capacity to take on Lynnwood's Fire fleet, but they have a mobile service truck which allows them to perform service in Lynnwood.

**FUNDING:**

Fund 511

**ADMINISTRATION RECOMMENDATION:**

Authorize the Mayor to enter into and execute on behalf of the city the Interlocal Agreement between Lynnwood and Monroe for the repair of Fire Department vehicles.

**DOCUMENTS:**

 [Fire Repair Services Interlocal w-Monroe](#)



## ***MONROE FIRE DISTRICT #3***

*163 Village Court • Monroe, Washington 98272*

May 29, 2009

City of Lynnwood  
20525 60<sup>th</sup> Ave West  
Lynnwood, WA 98036

To Whom It May Concern:

As per the request of Les Rubstello at the City of Lynnwood, the East County Fire Support Services (ECFSS) at Monroe Fire District #3 has enclosed two original interlocal agreements to provide maintenance and repair services for vehicles. The ECFSS requires all of their customers to have a signed non binding interlocal agreement on file. Please sign both originals, send one original back to the ECFSS for records, and keep one for the City of Lynnwood records.

If you have any questions please contact me at 360-794-7666 or [ipardee@monroefire.org](mailto:ipardee@monroefire.org). Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Pardee".

Jennifer Pardee  
Administrative Secretary

Enclosure

*"Maximum Effort"*