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**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LYNNWOOD
AND
SOUTH COUNTY FIRE
FLEET MECHANICAL SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the South County Fire Authority (the "Authority") and the City of Lynnwood (the "City"), both municipal corporations under the laws of the State of Washington (collectively, the "Parties").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, the Authority desires to use City fleet mechanical services for maintaining their fire, aid apparatus, command and administrative vehicles. The City agrees to provide services in return for payment by the Authority; and

WHEREAS, this Agreement maximizes public benefit by providing City services to the Authority that it is not equipped to provide; and

WHEREAS, both the City and the Authority will benefit from using an agreement which defines and protects the interests of both parties; and

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the City of Lynnwood and the Authority do hereby agree as follows:

1. Provision of Fleet Mechanical Services. The City agrees to provide fleet mechanical services to the Authority and the Authority agrees to pay for such services from the City on the following terms and conditions. "Fleet Mechanical Services" include, but are not limited to:
 - a. All services that can be reasonably provided by Lynnwood's mechanics for both planned and scheduled (twice yearly Preventative Maintenance Services) and unplanned and unscheduled maintenance and repairs of the Authority's Fire apparatus/vehicles, administrative vehicles, and any other equipment or apparatus. Such services shall be paid by the "Hourly Rate" method pursuant to Section 3a below. If the City, in its sole discretion, determines that the City cannot provide the needed maintenance or repairs internally for any reason (i.e. repairs that are beyond the City's abilities such as engine replacement or transmission overhauls) the City, after notifying the Authority, shall send the vehicle out for third party maintenance or repair to be paid for by the Authority. The Authority shall pay fees or costs charged by third party service providers directly to those third parties, in accordance with any payment terms required by the third parties. The Authority reserves the right to select the third party to whom any vehicle will be sent.
 - b. Limited vehicle set-up and electrical services, including, but not limited to, installation of radios, emergency lighting, sirens and Onboard Mobile Gateways (OMG) on new or retro-

- 38 fitted Authority vehicles, as agreed to by the parties. Such services shall be paid by the
39 “Hourly Rate” method pursuant to Section 3a below.
- 40 c. Maintenance of Authority aid vehicle cots, and preventative maintenance and repair of
41 cots when brought in associated with preventative maintenance of Aid vehicles. Such
42 services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.
- 43 d. Repair services to cots brought separately for repair and not associated with an Aid
44 vehicle. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a
45 below.
- 46 e. Annual aerial ladder and pump tests, including coordination of occasional required tests
47 by third parties. Such services shall be paid by the “Hourly Rate” method pursuant to
48 Section 3a below. The Authority shall pay fees or costs charged by third party testers
49 directly to those third parties, in accordance with any payment terms required by the
50 third parties. The Authority reserves the right to select the third party to whom any
51 vehicle will be sent.
- 52 f. Initial evaluation of damaged vehicles and equipment for insurance claim purposes. Such
53 services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.
- 54 g. Determination if warranties cover needed repairs. The City shall coordinate such work
55 with the manufacturer. Such services shall be paid by the “Hourly Rate” method
56 pursuant to Section 3a below. Any warranty reimbursement for City labor by the
57 manufacturer shall be paid directly to the City with no reimbursement to the Authority.
- 58 h. Diagnostic/evaluation and fleet expertise/advice. Such services to be paid by the “Hourly
59 Rate” method pursuant to Section 3a below.
- 60 i. Authority requested City staff support for out-of-state travel for reasons such as new
61 equipment inspection shall be paid by the “Hourly Rate” method for actual hours worked
62 during the trip and including all travel costs and incidentals to be paid by the Authority.
- 63 2. Term of Agreement. The initial term of this Agreement shall be January 1, 2021 through
64 December 31, 2022, unless either party terminates the Agreement pursuant to Section 8 below.
65 (Please refer to #4, Quarterly Meetings and Biennial Updating regarding agreement extensions.)
- 66 3. Payment. The Authority shall pay the City for fleet mechanical services listed in Section 1 above
67 as follows. Invoice amounts shall be due and payable within thirty (30) days of the date of the
68 invoice.
- 69 a. Hourly Rate Payments: For the City services listed as “Hourly Rate” in Section 1 above, the
70 Authority shall pay the City an amount equal to the City’s shop billing rate of \$157.00 per hour for
71 all regular hours worked providing the services. An overtime rate of \$177.50 per hour for all
72 hours worked that require staff to be paid at their overtime rate. The Authority must pre-
73 authorize all overtime work.
- 74 b. Materials and Parts:

75 (1) Materials (including consumables such as fluids) and parts necessary to service
76 Authority vehicles shall be ordered by the City and the City shall invoice the Authority for
77 the actual cost incurred by the City for such materials on a monthly basis. No City mark-
78 up shall be included on parts or other materials. Invoices shall include at a minimum a
79 description of materials and parts and vehicles in which they were used.

80 (2) With pre-authorization of City Fleet Supervisor, the Authority may supply parts
81 purchased at their cost for City use on Authority vehicles. No mark-up of Authority
82 supplied parts shall occur.

83 c. Sales Tax: Sales tax, if any is due and payable on any of the charges to the Authority under this
84 Agreement, shall be paid by the Authority in addition to the charges described above.

85 4. Quarterly Meetings and Biennial Updating. The City and the Authority shall cooperate to
86 analyze actual workload and costs and make necessary adjustments to future versions of this
87 Agreement. A standing quarterly meeting with designees from each party shall be scheduled by
88 the City, and held at the request of either party, to review reports and billings, and discuss any
89 issues arising out of the performance of this Agreement. This Agreement shall automatically
90 renew for five (5) consecutive two-year renewal terms, subject to each party's rights to terminate
91 as provided in Section 8.

92 5. City Responsibilities. The City shall:

93 A. Provide a reasonable number of appropriately certified mechanics to be available to work
94 on Authority apparatus at any time, to provide the services offered in Section 1 above.

95 B. Provide maintenance services that meet all applicable standards.

96 C. Meet reasonable turnaround times in providing services. If emergency conditions exist, or
97 other such extraordinary conditions that prohibit the City from meeting reasonable turnaround
98 times, the City shall notify the Authority as soon as reasonably possible.

99 D. Account for all services provided including parts, labor, and incidentals. The City shall
100 send a yearly report of services by January 31st to the Authority.

101 E. Track information related to the Authority's fleet vehicles including, but not limited to,
102 labor hours spent on Authority fleet vehicles, vehicle service records, and records on parts
103 ordered and used including costs and associated apparatus number.

104 F. Make all reasonable attempts to provide timely fleet expertise and advice. Advice may
105 include topics such as warranties, insurance coverage, ordering, vehicle specifications, service
106 levels, diagnostics, and evaluation.

107 G. Inspect Authority vehicle tires and coordinate replacement as needed.

- 108 H. Provide and coordinate with the Authority for shuttling Authority vehicles needing
109 services.
- 110 I. Invoice the Authority monthly for all payments due for services provided in the prior
111 month.
- 112 6. Authority Responsibilities. The Authority shall:
- 113 A. Provide the City updated lists of Authority apparatus and other vehicles whenever
114 changes to the fleet occur.
- 115 B. Provide the City with information related to necessary preventative maintenance
116 schedules for each vehicle.
- 117 C. Provide reasonable notice of anticipated mechanical needs beyond preventative
118 maintenance.
- 119 D. Pay for any permits or other approvals required for Authority apparatus from regulatory
120 agencies.
- 121 E. Pay for any towing costs necessary to transport Authority vehicles.
- 122 F. Provide for a reasonable and geographically close vehicle “swap out” location from which
123 City staff can shuttle vehicles. (The Martha Lake Station shall be the “swap out” location, unless
124 and until the parties agree otherwise). Coordinate with the City to shuttle vehicles to and from
125 the City’s facility. The Authority shall be solely responsible for shuttling vehicles any distance
126 beyond ten (10) miles. Provide and pay all associated costs of a shuttle vehicle for City and/or
127 Authority use in shuttling vehicles and personnel to and from Authority and City facilities. The
128 Authority will also provide use of an Authority vehicle for transferring apparatus to and from the
129 shop. The vehicle is a 1989 Chevy pick-up truck, apparatus #50. The vehicle may change or may
130 no longer be available depending on the Authority’s fleet requirements.
- 131 7. Indemnification.
- 132 A. The City shall protect, save harmless, indemnify, and defend, at its own expense, the
133 Authority, its elected and appointed officials, officers, employees and agents, from any loss or
134 claim for damages of any nature whatsoever, arising out of the City's performance of this
135 Agreement, including claims by the City's employees or third parties, except for those damages
136 solely caused by the negligence or willful misconduct of the Authority, its elected and appointed
137 officials, officers, employees or agents.
- 138 B. The Authority shall protect, save harmless, indemnify, and defend, at its own expense,
139 the City, its elected and appointed officials, officers, employees and agents, from any loss or claim
140 for damages of any nature whatsoever, arising out of the Authority's performance of this
141 Agreement, including claims by the Authority's employees or third parties, except for those

142 damages solely caused by the negligence or willful misconduct of the City, its elected and
143 appointed officials, officers, employees or agents.

144 C. In the event of liability for damages of any nature whatsoever arising out of the
145 performance of this Agreement by the City and the Authority, including claims by the City's or the
146 Authority's own officers, officials, employees and volunteers, or third parties, caused by or
147 resulting from the concurrent negligence of the Authority and the City, their officers, officials,
148 employees, and volunteers, each party's liability hereunder shall only be to the extent of that
149 party's negligence.

150 D. The indemnification provisions of this Section 7 are specifically intended to constitute a
151 waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as
152 respects the other party only, and only to the extent necessary to provide the indemnified party
153 with a full and complete indemnity of claims made by the indemnitor's employees. The parties
154 acknowledge that these provisions were specifically negotiated and agreed upon by them.

155 E. The provisions of this Section 7 shall survive the expiration or earlier termination of this
156 Agreement.

157 F. No liability shall be attached to the City or the Authority by reason of entering into this
158 Agreement except as expressly provided herein.

159 8. Termination. Either party may terminate this Agreement, with or without cause, upon three
160 hundred sixty-five (365) days written notice to the other party beginning on the second day after
161 the mailing. If this Agreement is so terminated, the parties shall be liable only for the payment in
162 accordance with the terms of this Agreement for services rendered prior to the effective date of
163 the termination.

164 9. Assignment. Neither party shall assign or sublet its rights or responsibilities under this
165 Agreement without the authorization of the other party.

166 10. Notice. Each notice or communication which may be or is required to be given under this
167 Agreement shall be in writing and shall be deemed to have been properly given when delivered
168 personally during the normal business hours to the party to whom such communication is
169 directed or three working (3) days after being sent by regular mail, to the following address as
170 may be designated by the appropriate party:

171 CITY OF LYNNWOOD
172 19100 44th Ave W
173 Lynnwood, WA 98036
174 ATTN: Public Works Director
175

176

177

178 SOUTH COUNTY FIRE AUTHORITY
179 ATTN: Chief
180 12425 Meridian Ave S
181 Everett, WA 98208
182

183 11. Dispute Resolution. If either party claims that the other party has breached any term of this
184 Agreement, the following procedures shall be followed if and when informal
185 communications, such as telephone conversations, fail to satisfy the claiming party, or one of the
186 parties elects to trigger the dispute resolution process at any time, in the event of disputes or
187 disagreements concerning programming or uses:

188 A. The claiming party's Designated Representative shall provide a written notice to the other
189 party's representative of the alleged breach. The notice shall identify the act or omission at issue
190 and the specific term(s) of the Agreement which the complaining party alleges was violated.

191 B. The responding party's Designated Representative shall respond to the notice in writing
192 within fifteen (15) working days. The response shall state that party's position as well as what, if
193 any, corrective action the responding party agrees to take.

194 C. The complaining party shall reply in writing, indicating either satisfaction or
195 dissatisfaction with the response. If satisfied, any corrective action shall be taken within
196 fourteen (14) working days of receipt of the responding party's reply unless otherwise mutually
197 agreed. If dissatisfied, the complaining party shall call an in-person meeting. The meeting shall
198 occur within a reasonable period of time and shall be attended by the Designated
199 Representatives of each party, and such others as they individually invite.

200 D. If the complaining party remains dissatisfied with the results of the meeting, it shall
201 then refer the matter to the Authority Chief and Mayor, or their designees, for resolution. If the
202 issue is not resolved at this level within thirty (30) days, then either party may require in writing
203 that the matter shall be reviewed in a non-binding, structured mediation process developed on a
204 cooperative basis by the parties and the parties shall consider in good faith any
205 recommendations or settlements arising from such process. All of the steps preceding shall be
206 a prerequisite to either party suing under this Agreement for breach, specific performance, or any
207 other relief related to this Agreement.

208 12. Severability. If any term of this Agreement is held invalid or unenforceable, the remainder of the
209 Agreement will not be affected but continue in full force.

210 13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the
211 parties regarding the subject matter hereof. This Agreement may not be modified or amended in
212 any manner except by a written document signed by the party against whom such modification is
213 sought to be enforced.

214 14. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with
215 the laws of the State of Washington. The venue of any action arising out of this Agreement shall be
216 in Snohomish County Superior Court. Each party expressly waives the right to a jury trial.

217 15. Severability. If any provision of this Agreement or the application thereof to any person or
218 circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the
219 remainder of this Agreement and the application of that provision to other persons or circumstances
220 shall not be affected thereby, but shall instead continue in full force and effect, to the extent
221 permitted by law.

222 16. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a default
223 by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor
224 shall a waiver by either party of any particular default constitute a waiver of any other default or
225 any similar future default in performance of this Agreement.
226

227 17. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or
228 manner of partnership, joint venture, or other joint enterprise between the parties.

229 18. Compliance with RCW 39.34.030. This Agreement does not create a separate legal or administrative
230 entity and does not require a joint board. No real or personal property will be jointly acquired
231 pursuant to this Agreement.

232 19. Recording. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County
233 Auditor immediately after execution by all Jurisdictions hereto or posting of such Agreement on
234 either party's website.
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236 CITY OF LYNNWOOD

SOUTH COUNTY FIRE AUTHORITY

DocuSigned by:

DocuSigned by:

By: Will Cena

By: Jim Kenny, Board Chair

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Will Cena for:

148007A6C39D4C0...

Nicola Smith, Mayor

Jim Kenny, Board Chair

Date: 12/28/2020

Date: 12/22/2020

243 Approved as to Form:

Approved as to Form:

245 DocuSigned by:

DocuSigned by:

246 By: Rosemary Larson

By: Richard A. Davis III

247 Rosemary Larson, City Attorney

Richard A. Davis, RFA Attorney