

AGREEMENT

THIS AGREEMENT entered into this 1st day of August, 2004, by and between the City of Everett, a municipal corporation, hereinafter referred to as the "CITY", and the Marysville Fire District, hereinafter referred to as the "MFD".

WHEREAS, the MFD provides maintenance and repair services to other Snohomish County local government agencies vehicles and equipment, hereinafter referred to as "MFD Vehicles", through individual Interlocal Agreements, and

WHEREAS, the MFD currently does not have the equipment or expertise to perform proper service, maintenance, and testing of various communications equipment installations, and

WHEREAS, the CITY has the facilities for service, maintenance, and testing of various communications equipment, through its Motor Vehicle Department (MVD), and

WHEREAS, the MFD desires to have the CITY perform the service, maintenance and testing of various communications equipment installed in MFD Vehicles,


NOW THEREFORE, the parties mutually agree as follows:

1. CITY agrees to service and test equipment serviced or maintained by MFD ("Equipment"), at the City Service Center, 3200 Cedar, Everett, Washington. Equipment is described in Attachment A, which is herein incorporated by reference. MFD may add or delete equipment to this list by making a written request to MVD. All additions must be approved by MVD in writing before any services can be performed.
2. MFD agrees to follow any rules and procedures established by MVD for service, maintenance and testing of Equipment.
3. MFD agrees to pay CITY for service, maintenance or testing of Equipment, according to the schedule in Exhibit B. The CITY agrees to provide MFD a monthly statement for its service, maintenance, and testing of Equipment. Upon MFD's receipt of the monthly statement, MFD agrees to remit payment to the City within ten (10) days of the 1st of the month following the month in which the statement is received.
4. MFD does release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement; provided, however, this paragraph does not purport to indemnify the City against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the City, its officers, employees and agents.


5. Either party may terminate this Agreement upon giving the other party thirty (30) days written notice or in the event of an emergency, twenty-four (24) hours written notice. This contract should be reviewed annually by MFD and MVD.
6. The CITY'S maximum liability for damages arising out of this Agreement shall be limited to the amount charged by the CITY to service, maintain or test the equipment involved in the claim for damages. Damages include, but are not limited to, property damage and bodily injury. The CITY shall not be liable for any consequential damages asserted by MFD.
7. The parties do not intend to create or confer any benefits or rights on third parties.
8. No property shall be held jointly by the parties. This Agreement does not create a separate or special entity.
9. This Agreement shall initially be administered by the persons identified in paragraph 10 below. Either party may change the person administering this Agreement by giving notice to the other party.
10. Any notices shall be sent to the following addresses:
 - A. City of Everett
c/o Bill DeRousse, MVD Superintendent
3200 Cedar
Everett, WA 98201 Phone #425-257-8802
 - B. Marysville Fire District
Greg Corn, Fire Chief
1635 Grove Street
Marysville WA 98270 Phone #360-659-2777
11. Either party may file this Agreement with the County Auditor, and shall notify the other party if it does so.
12. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein; provided, however, that any change(s) hereto duly executed by both parties shall be incorporated in written amendments to this Agreement with the same formalities as are required for the execution of this Agreement.
13. If any provision of this Agreement, or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provisions to other persons or circumstances shall not be affected.

IN WITNESS WHEREOF, the CITY and MFD have executed this Agreement as of the date first above written.

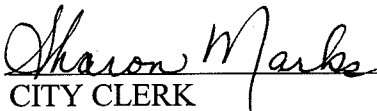
CITY OF EVERETT


Ray Stephanson, Mayor

MARYSVILLE FIRE DISTRICT


Greg Corn, Fire Chief

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY
JAMES D. ILES

Attachment A Equipment List

800 MHz Communications Equipment and accessories.

Attachment B

Shop Cost Information

<u>Shop Rate</u>	Automotive (All Wheeled Vehicles) Maintenance	\$74.77 per hour *
	Radio/Electronic Maintenance	\$74.00 per hour *
	(Based on current labor contracts & operating costs)	

* Hourly rate and parts mark-up shall be adjusted annually to reflect any labor cost changes contained in City labor agreements.

Operating Hours

Monday-Friday	6:30 am - 12:30 am (2 shifts, 8 hours each)
Saturday	Closed
Sunday	Closed

Repair Parts & Lubrication 34% over the CITY's discounted cost plus any appropriate taxes. **

Point of Contact MVD:

Radio Shop	Kurt Bertilson	(425) 257-8954
Automotive Shop	Bruce Haugen	(425) 257-8892
After Hours	Bill DeRousse	Office (425) 257-8802 Home (425) 357-8027 Cell Phone (425) 418-2131

**Any changes made will be provided to MFD in writing.

Level of Service

Maintenance and testing will be performed based on requests from MFD. In accordance with recommended manufacturers' procedures.

Our first priority is to provide for the operational safety of equipment at an economical price.

Equipment repairs (parts & labor) over \$1,000 will be brought to MFD's attention as soon as known by MVD.

Copies of work orders will be attached to monthly billings. Several reports are available from MVD. For example, a detailed history of all repairs is available showing current month cost, last 12 months cost and life costs per vehicle. Request needed reports through MVD, as needed.

WARRANTY

Any warranty negotiated with the manufacturer for MFD will be credited to MFD when received. MVD will need to be informed as to what warranty packages MFD has on each vehicle assigned to MFD and serviced by MVD.

Any work performed by MVD that does not meet manufacturers' standards should be returned to MVD to be repaired.

CUSTOMER SERVICE

Equipment, after repairs have been made, will have a customer service card attached to the steering wheel. The purpose of this card is for your use to provide any comments back to MVD.

PICK UP AND DELIVERY

MFD will deliver and pick up their vehicles from MVD.

POINT OF CONTACT MFD

MFD will provide MVD in writing with the name and telephone number of a Point of Contact (POC) from MFD for scheduling appointments, authorizing repair costs (if over \$1,000), if vehicle is held for non-availability of parts, and when vehicles are ready for pick up.

CURRENT POC: Deputy Chief Robert Spencer, 360-657-2365