

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
MARYSVILLE FIRE DISTRICT  
AND  
SNOHOMISH COUNTY FIRE DISTRICT #15 (TULALIP)**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between Marysville Fire District, a Regional Fire Authority (herein "District") and Snohomish County Fire District #15 (Tulalip), a Washington special purpose district (herein "Tulalip") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The District and Tulalip may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

**1. PURPOSE:** The purpose of this Agreement is to allow each party to provide mutual assistance and perform work and services for the other party, pursuant to the terms of this Agreement. Such work and/or services shall be limited in nature to performance of mechanic work and subject to Section 4 below.

**2. RESPONSIBILITIES:** In accordance with and subject to the Purpose of this Agreement (as provided above in Section 1), either party may, but shall not be required to perform work and/or services, provide materials, and allow for the use of each party's equipment and employees for work as may be requested by the other party, as further provided and described in Section 4 of this Agreement, below. In the event that either party uses any equipment owned by the other party pursuant to this Agreement, the parties agree that any user and/or operator of such equipment shall be an operator properly trained and/or certified in accordance with applicable law and industry standards.

**2.1** In any particular instance or in all instances, either party may choose not to perform requested work and/or services for the other party, in the event that such party determines that it would be undesirable, unsafe, impracticable, or otherwise not feasible for any reason.

**3. TERM OF AGREEMENT:** The term of this Agreement shall be from date at which both parties have fully executed this Agreement and shall continue until terminated pursuant to the terms herein.

**4. SERVICES:** The District is in need of additional skilled labor in its shop. Tulalip has an employee that would benefit from the training available at the District. Both parties would benefit from a joint labor pool available to perform vehicle maintenance work for both Parties. The Parties agree as follows:

**4.1** Tulalip will provide a skilled Mechanic under its employ to provide onsite mechanic services to the District at the Marysville Fire District shop. The Mechanic shall at all times remain the employee of Tulalip and shall comply with all Tulalip personnel policies. Tulalip remains responsible for all employer related obligations. While providing

Mechanic services to the District, Mechanic shall comply with all safety rules and policies promulgated by the District and shall take direction from the District regarding work done onsite or at District direction.

- 4.2** The District understands that the Tulalip Mechanic is not fully certified as an Emergency Vehicle Technician. As such, said mechanic shall be considered an apprentice level technician, and directed to work in such capacity. The job description for the mechanic is attached as Exhibit A and may be revised from time to time by mutual agreement of the parties as the mechanic becomes trained at a higher level. It is the intent and desire of both parties to provide experience and training to the apprentice technician conducive to achieving full EVT certifications for unsupervised maintenance and repair work on emergency vehicles.
- 4.3** No monetary contribution shall be required from either Party for the purposes of the shared employee. The exchange of services constitutes full consideration in regards to the Tulalip Mechanic working within the Districts' Fleet and Facilities operations. This does NOT include billing for work performed, as further described in section 4.4 herein.
- 4.4** Both parties agree that the District shall direct and cause to be performed all maintenance and repair work to Tulalips' owned fleet of emergency motor vehicles, in accordance with District practices. This includes work performed by the District, or 3<sup>rd</sup> party entities as directed or assigned by the District. Tulalip agrees to pay for all such repairs, maintenance, parts, inspections, etc. for Tulalip vehicles as directed by the District. When appropriate and practical, 3<sup>rd</sup> party work on Tulalip vehicles will be billed directly to Tulalip and replaced or otherwise needed parts shall be purchased through a Tulalip account. Tulalip shall be billed directly by the District for all labor performed to Tulalip owned emergency vehicles, and for parts and materials supplied but not otherwise billed. Billing rates and markups shall be as defined in Exhibit A of this agreement and are subject to change with no less than 30 calendar days' written notice from the District to Tulalip. A list of agreed to Tulalip owned emergency vehicles authorized for maintenance and repair is provided in Exhibit B. Additional Tulalip owned emergency vehicles not listed on Exhibit B may be added for maintenance and repair upon written request by Tulalip to the District and acceptance by the District.
- 4.5** Wages paid by Tulalip to the Tulalip mechanic, for time spent working on behalf of the District, shall be credited toward District assessed labor charges, including those generated by the Tulalip mechanic at the Districts direction. Such credit shall not be provided against parts, material, or 3<sup>rd</sup> party billing. Credit shall be applied only to current charges from the month the wages were paid. Should the wages paid by Tulalip to the Tulalip mechanic exceed the District assessed labor charges for a given month, only the amount of wages paid equal to the labor charges assessed shall be applied as credit. Wages paid in excess of the labor charges assessed shall not be applied to any other time periods' assessed labor charges. Wage rates and work hours shall be stipulated in

Exhibit B, or as modified through written mutual agreement of the parties. Acceptance and remittance of monthly billing shall constitute agreement to work hours.

**4.6** Both parties agree that the Tulalip mechanic shall be required to attain, and subsequently maintain:

- Level I Emergency Vehicle Technician certification and pass the respective American Society of Engineers test within 1 year.
- Level II Heavy Duty Fire Apparatus Emergency Vehicle Technician certification and pass the respective American Society of Engineers test within 2 years.
- Level III Heavy Duty Fire Apparatus Emergency Vehicle Technician certification and pass the respective American Society of Engineers test within 3 years.
- A Washington State Commercial Driver's License appropriate to operate all vehicles within the District's and Tulalip's fleets, within 90 calendar days.

**4.7** The District shall assist in coordinating training and testing opportunities, and Tulalip shall fund any and all direct and ancillary costs required to attend prescribed training and testing. Such costs, including wages and benefits, are not considered as part of any credit allocation provided towards monthly invoicing for repairs.

**4.8** The Tulalip mechanic shall be required to supply their own appropriate and complete hand tools and tool box. Security and liability for said hand tools is responsibility of the Tulalip mechanic. As communication regarding repair and maintenance needs is essential for mitigating impacts to operational and financial concerns, the District and Tulalip agree that open and routine direct communication is expected. As such, the following shall be provided, in accordance with industry practice:

- The District shall supply an annual report to Tulalip including no less than a list of all Tulalip owned emergency vehicles repaired or maintained by the District, hours billed to each of said vehicles, mileage and/or engine hours at last work performed for each vehicle, and any substantial operational or safety work recommended by the District but denied by Tulalip.
- Consistent with current District practice, the District shall seek preauthorization from Tulalip for repairs or maintenance requiring a substantial expenditure or extended out of service time. Substantial expenditure or extended out of service time shall be defined as any work where costs are estimated or determined to exceed \$10,000 (ten thousand dollars) in parts, labor, or 3rd party billing, or where out of service time is estimated or determined to exceed 30 (thirty) calendar days.

4.9 The parties agree that; while working under the direction or supervision of District personnel, or; while working on District property, or; while interacting with District personnel, agents, employees, etc., the Tulalip mechanic shall adhere to the District's policies regarding harassment, discrimination, horseplay, or bullying, and will comply with the District's policies regarding the treatment of District employees.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party

5.1 Tulalip's representative shall be the Fire Chief, or their designee.

5.2 The District's representative shall be the FIRE CHIEF, or their designee.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

**10. GRANT OF ACCESS:** Access to the facilities owned by each party shall be limited specifically to the location where work is being requested under this Agreement.

**11. TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 9 shall survive such termination. This Agreement shall automatically terminate in the event the Parties enter into an agreement for more comprehensive services involving the assumption of Tulalip's employees by the District.

**12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**13. SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**14. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**15. STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein.

**16. USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

**17. COMPLIANCE WITH LAWS AND TERMS OF GRANTS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. Each party individually recognizes and agrees that it shall

be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name.

**18. ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

**19. DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

**20. VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Snohomish. This Agreement shall be governed by the laws of the State of Washington.

**21. CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**22. NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 19, 2021.

MARYSVILLE FIRE DISTRICT

  
Martin McFalls  
Chief

SNOHOMISH COUNTY FIRE DISTRICT 15

  
Ryan Shaughnessy  
Chief

**Exhibit A**

**Tulalip Mechanic Job Description**

**Title:** Mechanic Apprentice  
**Reports to:** Tulalip Fire Chief – (designating MFD Fleet and Facilities Lead Mechanic)  
**FLSA Status:** Non Exempt  
**Union Status:** Non Union  
**Approval/Revision Date:** September 2017

**Job Summary:**

Responsible for the maintenance, repair, rebuild, and servicing of all assigned equipment and facilities.

Individuals assigned to this position are required to have:

- In-depth knowledge of the practices, methods, tools, and materials used in the maintenance of fire equipment and vehicles,
- General knowledge of facility maintenance and repairs.
- Knowledge of occupational hazards and safety precautions pertinent to equipment repair work is essential.

**Job Location and Equipment Utilized:**

Work is performed indoors/outdoors in an office environment and shop environment. Equipment utilized includes computer, shop and maintenance tools, emergency vehicles and a variety of fire department and emergency medical apparatus and equipment.

**Essential Job Duties:**

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Individuals occupying this position will be required to follow any other job related instructions and to perform any other job related instructions and job related duties requested by a supervisor. Specific duties and responsibilities include, but are not limited to:

- Responsible for the maintenance, repair, and servicing of all assigned Marysville Fire District vehicles, equipment and facilities.
- Maintain, repair, and service gas and diesel fire engines, including – drive train, running gear components, pumps, valves, piping, control systems, pumping engines hydraulics, ambulances, and department automobiles.
- Rebuild bodies, design and build compartments within vehicles and modify existing systems.
- Maintain high and low pressure compressors and storage systems.
- Maintain standby power plants to ensure continuous use of fire department buildings and radios during an emergency.
- Maintain and repair hose, nozzles, generator sets, chain saws, lighting components, ladders, axes, portable pumps, and charging systems.
- Design and build modifications to existing equipment.
- Maintain all necessary equipment and vehicle records.
- Performs similar or incidental duties as assigned.

### **Qualifications:**

- Minimum (3) three years as a fulltime diesel or automotive mechanic preferred.
- Knowledge of the practices, methods, tools, and materials used in the maintenance of fire equipment and vehicles.
- Knowledge of the operating principles of gasoline and diesel engines.
- Knowledge of the occupational hazards and safety precautions pertinent to equipment repair work.
- Skill in the use and care of tools, equipment, and materials used in maintenance and repair.
- Ability to diagnose vehicle and equipment defects and to complete repairs in an effective manner.
- Ability to demonstrate equipment operations and proper repair techniques to individuals with varying levels of expertise.
- Abide by the Policies and Procedures of Marysville Fire District.
- Must be of good moral character with industrious habits.
- Requires a high school diploma or equivalent.
- Must be at least 21 years of age.
- Be able to read and write the English language.

### **Working Conditions/Physical Demands:**

- Requires manual dexterity and visual acuity to operate a personal computer.
- Requires ability to work outside in all types of weather conditions.
- Requires ability to perform physical activities such as climbing, stooping, bending, stretching, working in tiring and uncomfortable positions, and lifting and carrying equipment and components weighing fifty (50) pounds or more.
- Be agreeable to work irregular hours.

### **Special Requirements:**

- Requires a valid Washington State Driver's License at all times and a driving record acceptable to the Department's insurance carrier.
- Within one year will successfully complete Level 1 Emergency Vehicle Technician certification and American Society of Engineers test.
- Within two years will successfully complete Emergency Vehicle Technician heavy-duty fire apparatus certification to Level II with appropriate American Society of Engineers test.
- Within three years will successfully complete Level III Heavy Duty Fire Apparatus Emergency Vehicle Technician certification and American Society of Engineers test.
- Obtain and maintain a Commercial Driver's License (CDL).
- Must successfully pass an extensive background investigation.

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The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

The requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute an employment agreement between the Employer and the Employee and is subject to change as the needs of the Employer and requirements of the job change.

Tulalip Fire is an Equal Opportunity Employer. Qualified applicants are considered for employment without regard to race, creed, color, sex, national origin, age, marital status, sexual orientation, or the presences of a non-job-related medical condition or disability.



**Exhibit B**

**Tulalip Mechanic**

Description	Regular Rate
Wage Rate	25.00
Weekly Hours	20.00

Fleet Maintenance Billing Rates

Description	Regular Rate	Overtime Rate
EVT Mechanic	125.00	187.50
Mechanic Apprentice	93.75	140.63

Billing Rates are inclusive of an Administrative Overhead 5% fee

**Tulalip Vehicles**

**Pumpers:**

Engine 60  
2017 Spartan Fire Truck  
Current Mileage: 21,197

Engine 60 A  
2004 Spartan H&W Fire Truck  
Current Mileage: 75,930

**Transport Units:**

AID 60  
2017 Braun Ford E450  
Current Mileage: 52,877

AID 60 A  
2011 Wheeled Coach Ford F450  
Current Mileage: 43,020

**Water Tenders:**

Tender 60  
2006 International H&W 760  
Current Mileage: 17,647

**Brush Engines:**

Brush 60  
2021 Dodge 5500  
Current Mileage: 600

Brush 60 A  
1999 Ford F350  
Current Mileage: 101,766

**Staff Vehicles:**

2008 Ford F250 Truck Crew Cab  
Current Mileage: 46,401

2011 Ford F150 Truck Crew Cab  
Current Mileage: 65,545

2015 Ford Explorer SUV  
Current Mileage: 89,000

2016 GMC Yukon SUV  
Current Mileage: 70,000

2018 Chevy Tahoe SUV  
Current Mileage: 37,000