

**INTERLOCAL COOPERATIVE AGREEMENT
FOR VEHICLE MECHANICAL SERVICES
BETWEEN MARYSVILLE FIRE DISTRICT
AND
SNOHOMISH COUNTY FIRE DISTRICT #15**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between Marysville Fire MVFD, a Regional Fire Authority (herein, "MVFD") and Snohomish County Fire District #15 (herein, "FD 15"), a Washington special purpose district, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The MVFD and FD 15 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 provide for MVFD to perform mechanical work on FD 15's emergency vehicles.

2. 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.

3. SERVICES: MVFD agrees to provide such repair and maintenance services on vehicles and equipment delivered to MVFD shop facility by FD 15 as may be agreed upon from time to time by the Chiefs of the parties or their designees. MVFD further agrees to provide repair services to vehicles of the FD 15 at other locations if deemed appropriate and available by the Chief of the MVFD or his designee. Additional fees may be charged for remote location services and for transportation of vehicles.

3.1 FD 15 agrees to compensate MVFD for mechanical work performed on FD 15 vehicles at the rates set for in **Exhibit A**. These rates may be adjusted by MVFD from time to time based on inflation, parts and materials costs, and changes in employee compensation. MFD shall provide FD 15 with a monthly invoice for such services and said invoice shall be payable within thirty (30) days of receipt by FD 15.

3.2 FD 15 authorizes the requested repair work to be done along with the purchase of necessary parts and material and agrees that the MVFD 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 MVFD or for any delays caused by use of MVFD personnel working on other vehicles or caused by unavailability of parts or delays in parts shipments by the supplier or transporter. FD 15 grants MVFD and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.

3.3 MVFD DOES NOT WARRANTY THE MECHANICAL WORK OR ANY PARTS OR MATERIALS PROVIDED AND PERFORMED PURSUANT TO THIS AGREEMENT. MVFD'S 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.

4. ADMINISTRATION: This Agreement shall be implemented and administered by the fire chief from MFD and the fire chief from FD 15, or their designees, who shall meet and confer as needed on any matters of mutual concern which involve this Agreement.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 shall survive such termination.

11. 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.

12. 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.

13. 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.

14. STATUS OF AGREEMENT: This Agreement replaces the Interlocal Agreement between the parties regarding vehicle maintenance dated May 18, 2021 and such agreement is hereby terminated. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 12.20.23.

MARYSVILLE FIRE DISTRICT



Ned Vander Pol
Fire Chief

SNOHOMISH COUNTY FIRE DISTRICT 15



Ryan Shaughnessy
Fire Chief

EXHIBIT A

**MARYSVILLE FIRE DISTRICT
FLEET MAINTENANCE BILLING SCHEDULE**

MECHANIC TITLE	REGULAR RATE	OVERTIME RATE
EVT Mechanic	\$175/hr	\$262.50/hr
Mechanic Apprentice	\$125/hr	\$187.50/hr

*Billing rates are inclusive of administrative and facility overhead fees.

All parts purchased and supplies used for repair of FD15 apparatus and equipment shall be reimbursed to MFD on an original cost basis. Shop supplies from MFD bulk inventory will be billed at estimated reimbursement cost.