Interlocal Cooperation Agreement for
PUBLIC SAFETY BOAT MAINTENANCE AND REPAIR SERVICES
between
THE CITY OF EDMONDS
and
SNOHOMISH COUNTY FIRE DISTRICT #1

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Edmonds ("the City"), a municipal corporation organized under the laws of the State of Washington, and the Snohomish County Fire District #1 ("the District"), a special service district organized under the laws of the State of Washington (collectively "the Parties"), to provide for the periodic maintenance and repair of the Public Safety Boat owned by the District, and to define the Parties' respective rights, obligations, costs, and liabilities regarding this undertaking.

WHEREAS, Chapter 39.34 RCW authorizes two or more subdivisions of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities;

WHEREAS, the Parties executed an Interlocal Agreement for Fire and Emergency Medical Services ("Consolidation Agreement") on November 3, 2009;

WHEREAS, the Parties executed a First Amendment to the Consolidation Agreement ("Amendment") on May 22, 2012, which provides for the transfer of ownership, maintenance and repair responsibility for the Public Safety Boat known as *Marine 16* ("the Vessel") to the District, and further provides that the City will provide certain maintenance and repair services for the Vessel upon the District's request;

WHEREAS, the Parties mutually desire to establish a formal arrangement under which the City will provide these maintenance and repair services for the Vessel;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking;

WHEREAS, the City Council of the City of Edmonds has taken appropriate action to approve Edmond's entry into this Interlocal Agreement; and

WHEREAS, the Board of Commissioners of Snohomish County Fire District #1 has taken appropriate action to approve the District's entry into this Interlocal Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the City will provide certain maintenance and repair services for the Vessel. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs, and liabilities concerning the establishment, operation, and maintenance of this undertaking.

ION-5-90-2
#5878
8-29-12 - 6-30-13

Section 2. Term. This Agreement shall be effective July 1st, 2012, after full execution by the Parties hereto. This Agreement shall remain in effect for one year and shall automatically renew for continuous one year periods of time unless terminated in accordance with Section 3 of the Agreement or revised by a writing signed by both Parties.

Section 3. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. Termination shall not alter the District's payment obligations under Section 6 for services already rendered and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the Parties.

A. The City shall provide maintenance and repair services for the Vessel upon the District's request. Such maintenance and repair services may include, but are not limited to, oil changing, engine tuning, equipment rotation, replacement and adjustment, and other services as requested by the District and expressly agreed to by the City.

B. The City shall seek approval from the District for any repairs that are in addition to the originally requested repairs. Approval shall be sought before any repairs are performed on the vessel. Unapproved work shall be at the expense of the City and excluded from Section 4.C and D, and Section 5.

C. The City shall charge the District for all services performed pursuant to this Agreement in accordance with Section 5 of this Agreement.

C. The District shall pay the City in accordance with Section 5 of this Agreement for all maintenance and repair services performed by the City.

Section 5. Payment Schedule. The Parties agree to the following billing and payment schedule:

A. The City shall charge the District the City's normal hourly shop rate for labor, plus the costs for replacement parts and materials, for the maintenance and repair services performed under this Agreement. Replacement of parts and materials, including but not limited to oil and other fluids, shall be billed separately to the District at cost plus any shipping and handling expense incurred by the City. Any disposal fee incurred by the City in disposing of parts and materials from the Vessel, including but not limited to any hazardous waste disposal charge, shall likewise be billed separately to the District at cost.

B. Within 14 days after completing a maintenance or repair project on the Vessel pursuant to this Agreement, the City shall submit an itemized invoice to the District listing the tasks completed, the hours expended, the parts and materials replaced, and the total charge to the District.

C. Within 30 days of receiving an invoice pursuant to subsection B above, the District shall tender full payment to the City for the full amount due under said invoice.

Section 6. Ownership and Disposition of Property. Any mechanical part on the Vessel removed and/or replaced by the City pursuant to this Agreement, other than oil filters, air filters, and windshield

wiper blades, shall remain the legal property of the District and shall be retained, discarded, or otherwise disposed of by the City only with the consent of the District.

Section 7. Administration: No Separate Entity Created. No separate legal entity is formed by this Agreement.

Section 8. Release, Indemnification, and Hold Harmless Agreement.

A. The City agrees to protect, indemnify, and save the District harmless from and against any and all injury or damage to the District or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of the City, its agents, employees, representatives, or subcontractors. The City specifically promises to indemnify the District against claims and suits brought under Title 51 RCW by the City's employees or subcontractors and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless for any wage, overtime, or benefit claim of any City employee, agent, representative, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the District. In situations involving the sole negligence of the District or its employees, the Parties' respective liabilities shall be defined by the law of the State of Washington.

B. The District agrees to protect, indemnify, and save the City harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of the District, its agents, employees, representatives, or subcontractors. The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by the District's employees or subcontractors and waives any immunity that the District may have under that Title with respect to, but only to, the limited extend necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the sole negligence of the City or its employees, the Parties' respective liability shall be defined by the law of the State of Washington.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court. The substantially prevailing party in such action shall be awarded its reasonable attorneys' fees and costs.

Section 10. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and any employee, agent, representative, or contractor of the District, or between the District and any employee, agent, representative, or contractor of the City.

Section 11. Notice. Notices to the City shall be sent to the following address:

City of Edmonds, Washington
Director of Public Works & Utilities
7110 210th Street SW
Edmonds, WA 98206

Notices to the District shall be sent to the following address:

Snohomish County Fire District #1
Administrative Headquarters and Training Center
12425 Meridian Avenue
Everett, WA 98208

Section 12. Duty to File Agreement With County Auditor. The District shall, after this Agreement is executed by both Parties but before the effective date provided in Section 2, file this Agreement with the Snohomish County Auditor.

Section 13. Integration. This document constitutes the entire embodiment of the agreement between the Parties, and, unless modified in writing by an amendment to this Interlocal Cooperation Agreement signed by the Parties hereto, shall be implemented as described above.

CITY OF EDMONDS

By: David O. Earling
Dave O. Earling
Mayor of the City of Edmonds

Date: 8-24-12

SNOHOMISH COUNTY FIRE DISTRICT #1

By:
David Chan
Chair of the Board of Commissioners

Date: 7-17-12

Attest/Authenticated:

By: Sandra S. Chase
Sandra S. Chase, City Clerk

Attest/Authenticated:

Approved as to form:

By: Sharon E. Cates
Office of the City Attorney