

INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the Snohomish Health District, a municipal corporation of the State of Washington (hereinafter referred to as the “Agency”). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Agency equipment maintenance/repair service performed by the County, or under contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW. The County shall provide mechanical maintenance/repair service for vehicles/construction equipment owned by the Agency as listed in Exhibit “A”, which is attached hereto and incorporated herein by this reference. Additional Agency equipment may be repaired by the County as agreed in writing by the Administrators of this Agreement identified below.
2. Scheduling Work. Whenever the Agency desires to use the County services to undertake routine maintenance or repair of Agency vehicles, the Agency shall notify the County’s Everett Shop Supervisor or Communication Repair Technician for scheduling the work. To the extent the Agency vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an “as needed” basis at the County’s Shop Supervisor’s discretion with emergent repairs being undertaken as soon as reasonably possible.
3. Transportation. The Agency shall provide for transportation of vehicles/construction equipment to and from the County service location. In situations where the vehicle/equipment is inoperative, the County’s Shop Supervisor will determine whether the vehicle/equipment shall be towed to the County location or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars (\$500.00) without consultation by the County with the Agency. The Agency Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for particular vehicle/equipment when charges exceed the above amount. Equipment repair estimates provided by the County are exactly that, estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, the County will contact the Agency for permission to proceed with repairs.
5. Standard Specifications and Preventive Maintenance Schedule. Whenever the County has standard specifications in place for supplies or services requested by the Agency, the County shall use such specification in replacing parts and/or

performing services requested. The County's Preventive Maintenance schedule shall be used for Agency equipment.

6. Service Location. Services on Agency vehicles shall be performed at the County's Everett location unless specific circumstances warrant the use of other necessary locations.
7. Wage Requirements. The County shall conduct the service in compliance with County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to the County and as provided in a written annual letter of notification to the Agency issued pursuant to subsection 7.1.d. of this Agreement.

7.1. Compensation. Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the County Council budget process and formally distributed by December 1st of the calendar year.

a. County inventory parts shall be supplied at cost + 40% for services provided in calendar year 2021 to 2026, and, if applicable, any extended term.

b. During calendar year 2021, County labor shall be provided at a cost of One Hundred Two and 50/100 Dollars (\$102.50) per hour for passenger car/light-duty vehicle repair services; One Hundred Twenty and 00/100 Dollars (\$120.00) per hour for heavy truck and equipment repair services; One Hundred Two and 50/100 Dollars (\$102.50) per hour for radio and radar repair services; and Seventy and 00/100 Dollars (\$70.00) per hour for small power equipment repair. Overtime labor shall be provided at 1.5 times the appropriate hourly rate. Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.
- "Light Equipment" = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).
- "Heavy Equipment" = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vector trucks, street sweepers, backhoes, aerial lift "bucket" trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the light equipment County labor rate, and direct purchase parts shall be supplied at cost +15%.

d. Rates for years 2022 - 2026, and any extended term, based on rates approved annually through the County Council budget process. County Fleet Management will submit a letter of notification to the Agency by December 1st of the year preceding the year for which the rates apply, notifying it of any changes in rates of compensation for parts, labor and vendor repair costs. Such new rates shall apply to all work performed for the Agency in the subsequent year.

7.2. Records. The County shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the Agency at the close of each calendar month an itemized statement covering all categories of items.

7.3. Payment. The Agency shall pay the County for services rendered within thirty (30) days after receipt of the statement.

8. Term/Termination/Extension. This Agreement shall govern services rendered from date of full execution through December 31, 2026 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual written agreement of the County and the Agency, FURTHER PROVIDED, HOWEVER, that the County's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the above, either party may terminate this Agreement upon giving the other not less than ninety (90) days written notice of the intent to terminate.
9. Indemnification. The Agency shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the Agency's performance of this Agreement, including claims by the Agency's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the Agency, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Agency, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the AGENCY, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Agency's waiver to each other only, of their respective immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has coverage at least equivalent to \$1 million per occurrence combined single limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Agency vehicles while in the County's care, custody and control.

11. Warranty. The County will repair or replace without additional charge any defective workmanship or parts provided to Agency vehicles under general daily usage by Agency employees for up to ninety (90) days after the date the work order is closed.

12. Notices. All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

SNOHOMISH HEALTH DISTRICT:

Attn: Shawn Frederick
3020 Rucker Ave, Suite 306
Everett WA 98201

SNOHOMISH COUNTY:

Fleet Services Division
3402 McDougall Ave
Everett WA 98201

13. Administrators. Administrators of this Agreement shall be (i) County Fleet Manager; and (ii) Building and Fleet Maintenance Specialist, Snohomish Health District.
14. Jurisdiction. This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
15. Independent Contractor. The parties agree and understand that the County is acting hereunder as an independent contractor and no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the Agency. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.
16. Severability. If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties hereto.

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18. Entire Agreement. This Agreement represents the entire agreement between the County and the Agency, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SNOHOMISH COUNTY

SNOHOMISH HEALTH DISTRICT

By: _____
County Executive or Designee

By: _____
Shawn Frederick
Administrative Officer

Date Signed

Date Signed

Approved as to Form Only:

Approved as to Form Only:

 10/17/2021
Deputy Prosecuting Attorney

By: _____
Grant Weed
Legal Counsel to the District

Date Signed

Date Signed

INTERLOCAL AGREEMENT FOR
EQUIPMENT MAINTENANCE/REPAIR SERVICE
WITH SNOHOMISH HEALTH DISTRICT (2021 to 2026)

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EXHIBIT A
AGENCY VEHICLE/EQUIPMENT LIST

Asset Number	Year	Make	Model	VIN	License
NH100	2007	Ford	Taurus	1FAFP53U07A158396	81312C
NH101	2007	Ford	Taurus	1FAFP53U27A158397	81313C
NH103	2007	Ford	Taurus	1FAFP53U67A158399	81381C
NH105	2007	Chevrolet	Malibu	1G1ZS57N27F281721	84248C
NH107	2007	Chevrolet	Malibu	1G1ZS57N77F286056	84250C
NH110	2007	Ford	F150	1FTRX12WX7FB24987	84256C
NH111	2007	Ford	F150	1FTRX12W17FB24988	84257C
NH112	2007	Ford	F150	1FTRX12W37FB24989	84258C
NH113	2008	Ford	Taurus	1FMDK02W98GA00543	85467C
NH114	2008	Honda	Civic	JHMFA362X85011185	86983C
NH115	2008	Honda	Civic	JHMFA362X85011166	86982C
NH116	2008	Honda	Civic	JHMFA362X85012703	86981C
NH117	2016	Ford	Fusion	3FA6P0G72GR260277	
NH118	2016	Ford	Fusion	3FA6P0G79GR206894	B3469C
NH119	2017	Ford	Fusion	3FA6P0G72HR229872	B5301C
NH120	2017	Ford	Fusion	3FA6P0G75HR207784	B5300C
NH121	2017	Ford	Fusion	3FA6P0G79HR265610	
NH122	2017	Ford	Fusion	3FA6P0G70HR265611	B6905C
NH123	2017	Ford	Fusion	3FA6P0G77HR267260	B6592C
NH124	2017	Ford	Fusion	3FA6P0G77HR279084	
NH64	1999	Chevrolet	C1500	1GCEC14V2XE138483	40419C
NH66	2000	Chevrolet	Cavalier	1G1JC5241Y7338382	54402C
NH70	2000	Chevrolet	Sierra	1GCEC14VXYE301625	54411C
NH71	2000	Ford	Taurus	1FAFP582XYG173610	54412C
NH72	2001	Chevrolet	C1500	1GCEC14V41Z230999	59015C
NH75	2001	Chevrolet	Cavalier	1G1JC524617326444	59115C
NH76	2001	Chevrolet	Cavalier	1G1JC524517327813	59115C
NH78	2001	Chevrolet	Cavalier	1G1JC524X17328438	59116C
NH79	2001	Chevrolet	C1500	1GCEC14VX1Z291581	59181C
NH81	2001	Chevrolet	C1500	1GCEC14V51Z290726	59183C
NH83	2001	Chevrolet	Cavalier	1G1JC524517390314	59189C
NH84	2001	Chevrolet	Cavalier	1G1JC524617391004	59188C
NH86	2002	Dodge	Stratus	1B3EL36R82N274395	64416C
NH92	2004	Ford	Focus	1FAFP36374W114871	70808C
NH93	2004	Ford	Expedition	1FMFU16L44LB65877	71676C
NH96	2005	Ford	Taurus	1FAHP53275A148730	72592C
NH98	2007	Chevrolet	C1500	1GEC14V97Z130017	81307C
NH99	2007	Chevrolet	C1500	1GEC14V77Z126631	81308C

