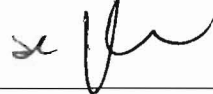


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/25/2013

AGENDA ITEM: Interlocal Cooperation Agreement By and Between Snohomish County and the City of Marysville for the Use of Mobile Communications Vehicles	
PREPARED BY: Cheryl Niclai	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Interlocal Cooperation Agreement between Snohomish County, City of Marysville for the Use of Mobile Communications Vehicles	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

Snohomish County is the recipient of Urban Area Security Initiative (UASI Grant No. E04-058) as amended from the Washington Military Department that provided funding for the acquisition of two mobile communications vehicles.

Snohomish County is also the recipient of a grant from Law Enforcement Terrorism Prevention Program (LETPP) that provided funding for the acquisition and installation of radio communications equipment which is in or attached to the Van.

One of the Vans is housed in the City at Fire District 61. An Interlocal Agreement Between Snohomish County and the City and Snohomish County Fire District 12 for the Housing of the Van is being referred to Council at the same time as this User Agreement.

The Vans are to serve as a regional resource for homeland security for the UASI region (Snohomish, Pierce and King Counties), Cities of Seattle and Bellevue and will provide interoperable communications abilities between all of the Region One agencies.

It is anticipated that the following agencies will participate in the operation of the Vans pursuant to separate use agreements with the County: the Cities of Lynnwood and Marysville, Southwest Snohomish County Communications Agency (SNOCOM), Snohomish County Police Staff and Auxiliary Service Center (SNOPAC), Emergency Services Coordination Agency (ESCA), Snohomish County Radio System (SERS) and Snohomish County Department of Emergency Management (DEM).

In order to provide the maximum potential benefit from the Vans and render the best possible services in dealing with major emergencies and disasters, and other law enforcement functions for the citizens of the County and the region, the Parties determined that it is necessary and desirable to cooperate in the manner set forth in this User Agreement.

RECOMMENDED ACTION:
Staff recommends Council authorize the Mayor to sign the Interlocal Cooperation Agreement between Snohomish County and the City for the Use of Mobile Communications Vehicles.

After recording return to:
Ms. Barbara Sikorski
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201

INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE
FOR THE USE OF MOBILE COMMUNICATIONS VEHICLES

THIS AGREEMENT (the "Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a municipal corporation of the State of Washington (the "City"), as of this _____ day of _____, 2013.

RECITALS

WHEREAS, the County is the recipient of Urban Area Security Initiative ("UASI") Grant No. E04-058, as amended (the "UASI Grant"), from the Washington Military Department that has provided funding for the acquisition of two mobile communications vehicles (collectively, the "CommVans" and, individually, a "CommVan"); and

WHEREAS, the County is also the recipient of a grant from the Law Enforcement Terrorism Prevention Program (the "LETPP Grant") that has provided funding for the acquisition and installation of radio communications equipment to be placed in and attached to the CommVans; and

WHEREAS, radio equipment, some of which may have been supplied by the City as shown in Attachment 1, has been installed in the CommVans; and

WHEREAS, the CommVans will serve as a regional resource for homeland security for the UASI region (Snohomish County, Pierce County, King County, City of Seattle and the city of Bellevue), as well as for Washington State Region One (comprised of Island, San Juan, Skagit, Snohomish, and Whatcom counties) and will provide interoperable communications abilities between all of the Region One agencies; and

WHEREAS, the CommVans are housed in two different and strategically convenient locations so that they may be available for use by the federal government, the state, its political subdivisions and municipal corporations as contemplated by RCW 38.52.110(1); and

WHEREAS, the parties anticipate that each of the following entities will be participating agencies in the operation of the CommVans pursuant to separate use agreements with the

County: the City of Lynnwood, the City of Marysville, Southwest Snohomish County Communications Agency (SNOCOM), Snohomish County Police Staff and Auxiliary Service Center (SNOPAC), Emergency Services Coordinating Agency (ESCA), Snohomish County Emergency Radio System (SERS), and Snohomish County Department of Emergency Management (DEM); and

WHEREAS, each of the County and the City (collectively, the “Parties” and, individually, a “Party”) possess the power and authority to respond to major emergencies and disasters, whether natural or man-made, or perform any other function which would require interoperable communications; and

WHEREAS, in order to provide the maximum potential benefit from the CommVans and to render the best possible services in dealing with major emergencies and disasters, and other law enforcement functions for the citizens of the County and the region, the Parties have determined that it is necessary and desirable to cooperate in the manner set forth in this Agreement; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform any governmental service, activity or undertaking that each is authorized by law to perform individually;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the Parties agree as follows:

1. Term. This Agreement shall be effective as of the date of the posting of this Agreement on the County’s website as required by RCW 39.34.040. This term of this Agreement shall end on December 31, 2017, unless terminated by the either Party pursuant to either Section 13(a) or Section 13(b) hereof or unless terminated by mutual agreement of the Parties. This Agreement may be renewed, at the discretion of the Parties, for successive five (5) year terms, PROVIDED, HOWEVER, that such renewals shall be evidenced by a written amendment in accordance with Section 15 and, PROVIDED, FURTHER, that the cumulative duration of the initial term of the Agreement and all renewals thereto shall not exceed twenty (20) years.

2. Communication Vehicle: Definition

(a) This interlocal agreement (ILA) shall apply to the use and operation of two (2) communication vehicles (also known as CommVans and/or COM1 and COM2) titled to, and owned by, Snohomish County.

(b) While both vehicles are owned by the County, it is understood that numerous pieces of communications equipment contained in both vehicles has been purchased or donated by local (participating) agencies. This equipment includes that shown in Attachment 1. Any equipment installed in a CommVan that was donated by the City shall be retained by the County upon termination or expiration of this ILA unless the CommVan is destroyed or decommissioned. In the event of the destruction or decommissioning of the CommVan, any

equipment installed in it that was donated by the City and which remains in functional condition, shall be returned to the City.

3. Communication Vehicle: Housing

(a) Vehicle housing shall be in accordance with Interlocal Agreements between the County and the cities of Lynnwood and Marysville. COM1 shall be housed by the city of Marysville at Fire Station #61 in Marysville, Washington (“Fire Station North”). COM2 shall be housed by the city of Lynnwood at Fire Station #15 in Lynnwood, Washington (“Fire Station South”). If during the time this ILA is in effect, either city’s Fire Department deployment necessitates that a Comm Van be relocated, such action will only be taken after consultation with and approval by the County.

(b) Vehicles shall be housed in a secure and covered environment. Access to vehicles by authorized deployment personnel shall be arranged with the housing agency.

4. Communication Vehicle: Deployment

(a) Vehicle deployment shall be governed by the Communications Vehicles Operational Guidelines (Attachment 2).

(b) Requests for vehicle deployment to support an emergency or law enforcement action will be made through the primary communication center dispatch supervisor, who will in turn notify the County DEM Duty Officer. The primary communications center for COM1 is SNOAC and the primary communications center for COM2 is SNOCOM. Request(s) for deployment shall be made by a command-level officer for the requesting agency.

(c) Requests for vehicle deployment to support training events will be made in writing or via email through the Logistics Section to the DEM Fleet Manager. Training requests should be made at least two weeks prior to the event.

(d) Vehicle deployment will be prioritized on an emergency versus non-emergency event basis and also between multiple emergency event requests. The County DEM Duty Officer shall decide the priorities for multiple deployment requests. Examples of emergency events may include any hazardous material incident (automatic response), multiple agency response, and Priority 2 emergency events. Examples of non-emergency events include parades, festivals, and vehicle demonstrations.

(e) The vehicle deployment procedure shall include the following: Upon deployment, the primary communications center shall log the vehicle into and out of service on the CAD system; the primary operator of the vehicle shall complete the Vehicle Deployment Form, noting the time in and out of service, as well as other pertinent information including requesting agency, incident / case number, type of event, and any damage or failure of equipment.

(f) Vehicle deployment to and from a scene shall only be undertaken by a trained and authorized vehicle operator. All vehicle operators shall be properly insured and licensed in Washington State.

(g) Any vehicle damage or equipment failure shall be reported on the Vehicle Deployment/Incident Log Sheet as detailed in the Communication Vehicle Operational Guidelines. This report shall be faxed to the County DEM Fleet Manager upon return of the vehicle.

(h) Overall responsibility for the vehicle while deployed at a scene shall rest with the requesting (user) agency.

(i) Vehicle deployment shall never be a “code” response. These are not emergency vehicles.

5. Communication Vehicle: Equipment Operation

(a) Vehicle operations shall be governed by the Communications Vehicle Operational Guidelines.

(b) Vehicle equipment shall be operated by authorized personnel only. A list of trained equipment operators shall be kept with each vehicle.

(c) Vehicle equipment shall be tested regularly by authorized personnel only. The basis and frequency of testing for radios, phones, servers, and computers shall be determined by SERS and primary communication center personnel.

(d) Vehicle equipment failure shall be reported on the Deployment/Incident Log Sheet. The report shall be faxed to the County DEM Fleet Manager upon return of the vehicle.

6. Communication Vehicle: Training - Vehicle & Equipment Operations

(a) Vehicle training shall be governed by the rules set forth in the Communications Vehicle Operational Guidelines.

(b) Vehicle and equipment operation training shall be coordinated by Snohomish County DEM. Vehicle operators shall be properly licensed and insured in Washington State.

7. Communication Vehicle: Miscellaneous

(a) Authorized vehicle and equipment operators shall be governed by the rules set forth in the Communications Vehicle Operational Guidelines.

(b) Vehicle cleanliness shall be the responsibility of the requesting / user agency and the appropriate housing agency. User agencies shall return a CommVan in the condition they received it.

(c) Under no circumstances shall anyone, except authorized maintenance providers, stand or walk on the roof of a CommVan. Standing on the roof may lead to seals being broken, causing water leaks and damage to the equipment inside.

(d) All graphics and lettering shall be coordinated with the County Department of Emergency Management (DEM). Both CommVans shall be equipped and maintained in a substantially identical manner.

8. Deployment Costs

(a) Inspections of each Comm Van shall be completed by its housing agency when the Comm Van returns from an event. These inspections shall be documented on the Vehicle Inspection & Maintenance Form (attached).

(b) The County shall be responsible for vehicle maintenance. This maintenance shall be performed as directed by County vehicle maintenance policies.

(c) Any excessive maintenance costs arising from a particular deployment of a CommVan shall be the responsibility of the requesting / user agency.

(d) User agencies are responsible to refuel the Comm Van after their use and prior to their return to quarters. Any other consumables, such as office supplies, etc. are the responsibility of the user agency.

9. Insurance.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

10. Direction and Control. The City agrees that it will use and operate the CommVans as specified in this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The Parties agree that the employees of the City are not entitled to any benefits or rights enjoyed by employees of the County. The City specifically has the right to direct and control its own activities in undertaking the use and operation of the CommVans in accordance with the specifications set out in this Agreement. The County shall have the right only to ensure performance. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

11. Hold Harmless and Indemnification. Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

12. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

13. Termination.

(a) Termination for Breach. If either Party breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the other Party, the latter Party may terminate this Agreement.

(b) Termination for Convenience or Otherwise. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party for any reason other than stated in subparagraph (a) above.

(c) Return of CommVan on Termination. Upon the expiration or termination of this Agreement, the CommVan and all associated equipment and records shall be returned or delivered to the custody of the County. That return shall be accomplished promptly at a time and in a manner then agreed to by the Parties that will assure the continued availability of the CommVan for the uses and the purposes for which it was acquired.

(d) Other Rights Not Affected. Termination shall not affect the rights of the Parties under any other section or paragraph herein.

14. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County
Department of Emergency Management
720 80th St. SW Bldg. A
Everett, WA 98203
Attention: Diana Rose
Admin Finance Program Manager

If to the City: City of Marysville
Public Works Department
80 Columbia Avenue
Marysville, WA 98270
Attention: Cheryl Niclai
Administrative Services Manager

Either Party may, by notice to the other Party given hereunder, designate any further or different addresses to which subsequent notices or other communications to it shall be sent.

15. Amendments. No changes or amendments shall be made in this Agreement except as agreed to by both Parties, reduced to writing and executed with the same formalities, including posting on the County website, as are required for the execution of this Agreement.

16. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Nonassignment. The City shall not subcontract or assign any of its rights, duties or obligations under this Agreement without the prior express written consent of the County.

18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

19. Authority. Each Party represents that it has full and sufficient authority to execute this Agreement on its behalf and that, upon its execution and posting pursuant to Section 26 hereof, this Agreement shall constitute a binding obligation of the County or the City, as the case may be.

20. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

21. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

