


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Snohomish County Interlocal Agreement For Equipment Maintenance and Repair Services	
PREPARED BY: Adam Benton, Fleet & Facilities Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Fleet	
ATTACHMENTS: Interlocal Agreement	
BUDGET CODE: TBD	AMOUNT: As Needed

SUMMARY:

This agreement makes available to the City, equipment maintenance and/or repair services performed by Snohomish 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 cost for each work order shall not exceed \$500.00 without consultation by the County with the City. Furthermore, if repair costs are estimated to exceed the original estimate by over \$100.00 the County will contact the agency for permission to proceed.

This agreement shall govern services through December 31, 2018, with the option for one additional five year extension.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Snohomish County Interlocal Agreement For Equipment Maintenance and Repair Services.
--

Snohomish County
Department of Public Works
Fleet Management Division
3402 McDougall Avenue
Everett, WA 98201

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 City of Marysville, 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 Snohomish 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 2014 to 2018, and, if applicable, any extended term.

b. During calendar year 2014, County labor shall be provided at a cost of Ninety Seven and 50/100 Dollars (\$97.50) per hour for passenger car/light-duty vehicle repair services provided in calendar years 2014 to 2018; One Hundred Seventeen and 50/100 Dollars (\$117.50) per hour for heavy truck and equipment repair services provided in calendar years 2014 to 2018; Ninety Seven and 50/100 Dollars (\$97.50) per hour for radio and radar repair services provided in calendar years 2014 to 2018; and Sixty and 00/100 Dollars (\$60.00) per hour for small power equipment repair provided in calendar years 2014 to 2018. 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, vactor 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 2015 - 2018, and any extended term, based on rates approved annually through the Snohomish County Council budget process. Snohomish 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 be govern services rendered from January 1, 2014, through December 31, 2018 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual agreement of the County and the Agency, FURTHER PROVIDED, HOWEVER, that the County’s obligations after December 31, 2013, 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 City’s or Agency’s performance of this Agreement, including claims by the City’s or 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 is 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.

AGENCY:
City of Marysville
Attn: City Clerk

COUNTY:
Snohomish County
Fleet Management Division

1049 State Avenue
Marysville, WA. 98270

3402 McDougall Ave.
Everett, WA 98201

13. Administrators. Administrators of this Agreement shall be (i) Snohomish County Fleet Manager; and (ii) City of Marysville Fleet Manager.
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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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 to this Agreement have caused their names to be affixed by their official representatives this ____ day of _____, 2014.

SNOHOMISH COUNTY

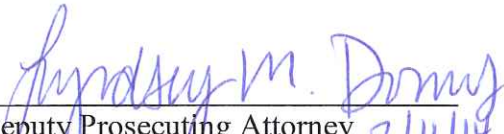
CITY OF MARYSVILLE

By: _____
County Executive or Designee

By: _____
Name/Title: John Nehring, Mayor

Approved As To Form:

ATTEST:



Deputy Prosecuting Attorney 2/11/14

Sandy Langdon, City Clerk

Approved As To Form

Grant K. Weed
City Attorney

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

REVISED 11-21-2013



EQUIPMENT NO.	YEAR/MAKE/MODEL
102	1999 FORD TAURUS
103	2000 JEEP CHEROKEE
104	1989 CHEV S10
107	2002 CHEV VAN CARGO
112	1995 MARK JR-14
115	2001 CHEV TRUCK
205	1985 GMC DUMP TRUCK
212	2001 DODGE RAM 2500
218	2002 FREIGHTLINER DUMP TRUCK
220	2000 DODGE 3/4 TON PU
227	2000 FORD F550 FLATBED DU
228	1986 JOHN DEERE BACKHOE
233	1987 TRAIL KING TRAILER
234	1987 GMC C3500
236	1988 FORD DUMP TRUCK
237	2002 FORD RANGER
238	1989 CHEV S10
242	1991 ROOT SPRG SCRAP RXT.62.91
244	1992 FORD VACTOR
247	1994 PB LOADER EMULSION SPRAYER
248	1993 SNYDER CHEM SPRAYER MO
249	1996 FORD F350
251	1997 FORD P/U
252	1998 FORD DUMP TRUCK
253	1996 FORD MOWER/BOOM
256	1999 TYMCO SWEEPER
308	2001 CHEV MALIBU
332	1995 CHEV P/U
334	2002 GMC SONOMA
336	2002 CHEV BLAZER
337	1996 FORD TAURUS
431	2001 JEEP CHEROKEE
433	1995 FORD F150
435	2001 CHEV MALIBU
436	1995 FORD F150
438	1995 FORD TAURUS
502	2001 DODGE UTILITY BODY
504	1995 CHEV VAN
506	1996 ONAN GENERATOR
508	2001 GMC SONOMA
517	2001 CHEV TRUCK
518	1984 FORD 555A-BACKHOE
525	2001 GMC SONOMA

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
526	2000 FREIGHTLINER DUMP TRUCK
530	2002 CHEV P/U
531	2002 FORD F250
537	2001 GMC SONOMA
538	2000 GMC SONOMA
540	1990 KOMATSU FORKLIFT
544	1990 FORD F800
546	1993 FORD F350
549	1994 EZLOADER TRAILER
551	1995 CASE LOADER
552	1989 STEWART GENERATOR
553	1994 PROFAB 17' BOAT
555	1995 FORD 555D-BACKHOE
556	1996 CHEV VAN
559	1998 TOW TRAILER
560	1998 JAYS VACTOR TRAILER
561	1999 DODGE UTILITY BODY
562	2002 INTERSTATE TRAILER
651	1997 CRANE CARRIER GARBAGE TRUCK
652	2000 CRANE CARRIER GARBAGE TRUCK
803	1996 FORD F250
804	1994 FORD AEROSTAR
805	2002 FORD F350
807	1993 FORD F250
808	2000 DODGE RAM 2500
809	1997 MAZDA P/U
811	1990 MODERN TRAILER
812	1996 GARLAND UTILITY TRAILER
814	2001 FORD TAURUS SW
880	1993 MODERN UTILITY TRAILER
881	1995 U-DUMP TRAILER
888	2000 SPECTRE 4903-TILT TRAILER
910	2002 CHEV ASTRO
914	2001 CHEV C10
915	2001 KENDO TRAILER
920	2001 CHEV MALIBU
921	2001 CHEV MALIBU
922	2001 CHEV MALIBU
925	2002 CHEV BLAZER
930	1988 GMC VAN
949	1996 SMART TRAILER
950	1997 JEEP CHEROKEE
955	2000 FORD CROWN VICTORIA
962	1997 CHEV LUMINA
963	1996 FORD WINDSTAR
964	2002 FORD EXPEDITION

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
965	1999 JEEP CHEROKEE
966	1999 JEEP CHEROKEE
967	1999 JEEP CHEROKEE
A002	2004 DODGE STRATUS
A003	2003 CHEV IMPALA
A004	2005 DODGE STRATUS
A006	2008 DODGE AVENGER
CC01	2004 CUROTTO-CAN CUROTTO-CAN II
CC02	2004 CUROTTO-CAN CUROTTO-CAN II
CC03	2004 CUROTTO-CAN CUROTTO-CAN II
CC04	2004 CUROTTO-CAN CUROTTO-CAN II
F001	2003 B&W RADAR TRAILER
F002	2006 BUTLER TILT-TRLR
F003	2006 EAGLE TRAILER-LNDSCEP
F004	2006 EAGLE TILT-TRLR
F005	2008 PJ TRAILERS POWER TILT-TRLR
F006	2008 OLYMPIC OM6 TILT TRLR
F007	2009 TRAIL-EZE TE401-TILT TRLR
F009	2009 BIG TOW B20T/TILT TRLR
F010	2012 STALKER/SAM RADAR TRAILER
F011	2013 STALKER/SAM RADAR TRAILER
F012	2013 SOLAR TECH.VARIABLE MESSAGE TRAILER
F013	2013 SOLAR TECH.VARIABLE MESSAGE TRAILER
H001	2001 PRO-PAVER 813RT
H002	2004 ELGIN SWEEPER
H003	2005 FREIGHTLINER VACTOR
H004	2004 NEW HOLLAND TRACTOR/MOWER
H005	2004 JOHN DEERE 310SG BACKHOE
H006	2005 PSI M413XT GRADER
H006A	2006 PSI ANGLE BROOM
H007	2007 JOHN DEERE TRACTOR/MOWER
H008	2008 INTERNATIONAL VACTOR
H009	2008 JOHN DEERE 310SJ BACKHOE
H010	2009 KOMATSU PC88MR8 EXCVTOR
H011	2010 NEW HOLLAND TRACTOR/MOWER
H012	2013 INTERNATIONAL/TYMCO 500X SWEEPER
J001	2003 PETERBILT 320S/WASTE TRUCK
J002	2003 CHEV C3500
J003	2003 WORKHORSE STEP VAN
J004	1991 FORD INCIDENT VAN
J005	2004 FORD F450 BUCKET TRK
J006	2005 PETERBILT 320 S/WASTE TRUCK
J007	2005 PETERBILT 320 S/WASTE TRUCK
J008	2005 FORD F350
J009	2005 FORD F350
J010	2006 FORD F450 FLATBED

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
J011	2005 CRANE CARRIER GARBAGE TRUCK
J012	2006 FORD F350
J013	2007 FORD F450
J014	2006 FORD F350
J015	2007 FORD F450 FLATBED
J016	2006 INTERNATIONAL 7400 4X2
J017	1994 FORD F700 ARMORED
J018	2008 INTERNATIONAL 7600-10 YD DUMP
J019	2008 FORD F350
J021	2011 FORD F350 SERVICE BODY TRUCK
J020	2009 INTERNATIONAL 7400-5 YD DUMP
J022	2011 FORD F450 FLATBED
J023	2011 FORD F550 FLATBED DU
J024	2011 PETERBILT 320 GARBAGE TRUCK
J025	2011 PETERBILT 320 GARBAGE TRUCK
J026	2000 FREIGHTLINER FLD112 10-YD DUMP TRUCK
J028	2012 FORD E350 PRISONER TRANSPORT
J029	2004 INTERNATIONAL 5600-10 YD DUMP
M001	2000 MEYER C-8.5 PLOW
M002	2000 AIR-FLO 1.5 YD. SANDER
M003	2002 SWENSON 100-14-54
M005	2000 SULLAIR AIR COMPRESSOR
M007	2004 PB LOADER BC-4/PATCHER
M008	2005 BANDIT CHIPPER200
M009	2005 MARATHON KERA145HD
M009A	2008 VAN AIR VIPER-80
M010	2005 MARATHON CR250K-ROUTER
M011	2001 TRAILER HAUL WT540 TANKER
M012	2005 VIBROMAX 265-ROLLER
M013	2007 AMERICAN/FRINK 3910-POLY PLOW
M014	2007 MONROE MV1688456WASF3
M015	2007 MB COMPANIES M-B 2004T
M016	2008 WELLSCARGO/CUES CW1422-102
M017	2008 MONROE MV1688456WASF3
M018	2008 MONROE MV1208456WASF2
M019	2008 TURBO TECH. ICS-300 SPRAYER
M020	2010 AMERICAN/FRINK 3910-POLY PLOW
M021	2010 MONROE MV1206458WA SANDER
M022	2011 PREMIER SADV200C DEWATERING PUMP TRLR
N923	1989 TOYOTA CAMRY
P102	2003 FORD CROWN VICTORIA
P106	2003 FORD CROWN VICTORIA
P109	2004 FORD CROWN VICTORIA
P110	2004 FORD CROWN VICTORIA
P111	2004 FORD CROWN VICTORIA
P112	2004 FORD CROWN VICTORIA

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
P113	2004 FORD CROWN VICTORIA
P114	2005 FORD CROWN VICTORIA
P115	2005 FORD CROWN VICTORIA
P116	2005 FORD CROWN VICTORIA
P117	2005 FORD CROWN VICTORIA
P119	2006 FORD CROWN VICTORIA K-9
P120	2006 FORD CROWN VICTORIA
P121	2006 FORD CROWN VICTORIA
P122	2006 FORD CROWN VICTORIA
P123	2007 FORD CROWN VICTORIA
P124	2007 FORD CROWN VICTORIA
P125	2007 FORD CROWN VICTORIA
P126	2007 FORD CROWN VICTORIA
P128	2008 FORD CROWN VICTORIA
P129	2008 FORD CROWN VICTORIA
P130	2008 FORD CROWN VICTORIA
P131	2008 FORD CROWN VICTORIA
P133	2008 FORD CROWN VICTORIA
P134	2009 FORD CROWN VICTORIA
P135	2007 FORD CROWN VICTORIA K-9
P136	2006 FORD CROWN VICTORIA
P137	2007 FORD CROWN VICTORIA
P138	2007 FORD CROWN VICTORIA
P139	2007 FORD CROWN VICTORIA
P140	2011 FORD CROWN VICTORIA K-9
P141	2006 FORD CROWN VICTORIA
P142	2007 FORD CROWN VICTORIA
P143	2006 FORD CROWN VICTORIA
P144	2007 FORD CROWN VICTORIA
P145	2013 CHEVROLET CAPRICE
P146	2013 CHEVROLET CAPRICE
P147	2013 CHEVROLET CAPRICE
P148	2013 CHEVROLET CAPRICE
P149	2013 CHEVROLET CAPRICE
P150	2013 CHEVROLET CAPRICE
S001	1993 ACURA INTEGRA
V001	2002 GMC SONOMA
V002	2003 JEEP WRANGLER
V003	2003 JEEP WRANGLER
V004	2004 FORD F150
V005	2004 FORD E350
V006	2003 CHEV TRAILBLAZER
V007	2005 FORD RANGER
V008	2005 FORD RANGER
V009	2005 CHEV P/U
V010	2005 FORD RANGER

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
V011	2005 CHEV P/U
V012	2007 CHEV COLORADO
V013	2007 FORD F150
V014	2007 FORD RANGER
V015	2007 FORD RANGER
V016	2007 FORD RANGER
V017	2006 FORD E350 12 PSNGR
V018	2008 CHEV COLORADO
V019	2010 CHEV COLORADO
V020	2010 CHEV COLORADO
V022	2013 FORD F150 PICK-UP
V023	2013 FORD F150 PICK-UP
V024	2013 FORD F150 PICK-UP
W004	2003 TORO PROSTRIPER-8000
W015	2013 KUBOTA ZERO TURN MOWER
W016	2013 KUBOTA ZERO TURN MOWER
WC01	1997 PROFAB BARGE
WC02	2007 PROFAB BARGE