

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/13/2016

AGENDA ITEM: Amendment No. 1 to Interlocal Cooperation Agreement for the Housing of a Mobile Command Vehicle	
PREPARED BY: Diana Rose	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS:	
BUDGET CODE: N/A	AMOUNT: 0
SUMMARY:	

This Amendment will extend the existing agreement allowing Snohomish County's Command Vehicle to remain housed at the Public Safety Building/Marysville Fire District Station 61 at no cost to the City of Marysville.

RECOMMENDED ACTION: Authorize the Mayor to sign the Amendment No. 1 to Interlocal Cooperation Agreement for the Housing of a Mobile Command Vehicle

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT
FOR THE HOUSING OF A MOBILE COMMAND VEHICLE**

THIS AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BY AND AMONG SNOHOMISH COUNTY, THE CITY OF MARYSVILLE, AND SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12 FOR THE HOUSING OF A MOBILE COMMAND VEHICLE (the "First Amendment") is made and entered into this ____ day of May, 2016, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), the City of Marysville, a municipal corporation of the State of Washington (the "City"), and Snohomish County Fire Protection District No. 12, a special purpose district of the State of Washington (the "Fire District") (collectively the "Parties").

RECITALS

A. The County, the City, and the Fire District executed an agreement entitled "Interlocal Cooperation Agreement by and among Snohomish County, the City of Marysville, and Snohomish County Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle" (the "Original Agreement") on March 25, 2013;

B. The Original Agreement shall expire on June 18, 2016, unless amended for an additional three year term pursuant to Section 11 of the Original Agreement.

C. The Parties desire to amend the Original Agreement to extend the term by three years.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section 1 of the Original Agreement is amended to read in its entirety as follows:

Term. This Agreement shall be effective as of June 18, 2013. The term of this Agreement shall be six (6) years from the effective date, unless terminated by the Parties pursuant to Section 9(a) or 9(b) or by mutual agreement of the Parties. This Agreement may be renewed at the discretion of the Parties for successive three (3) year terms, PROVIDED, HOWEVER, that such renewals shall be evidenced by a written amendment in accordance with Section 11 and, PROVIDED FURTHER, that the cumulative duration of the initial term of the Agreement and all renewals thereto shall not exceed twenty-one (21) years.

Section 2. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

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

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

City of Marysville, a municipal corporation of the State of Washington

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

FIRE DISTRICT:

Snohomish County Fire Protection District No. 12, a special purpose district of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Counsel to the District

After recording return to:

Clerk

Snohomish County Council

3000 Rockefeller Avenue, M/S 609

Everett, WA 98201

INTERLOCAL COOPERATION AGREEMENT
BY AND AMONG SNOHOMISH COUNTY, THE CITY OF MARYSVILLE AND
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12
FOR THE HOUSING OF A MOBILE COMMAND VEHICLE

THIS AGREEMENT (the "Agreement") is entered into by and among Snohomish County, a political subdivision of the State of Washington (the "County"), the City of Marysville, a municipal corporation of the State of Washington (the "City"), and Snohomish County Fire Protection District No. 12 (the "Fire District"), as of this 25th day of March, 2013.

RECITALS

WHEREAS, the two command vehicles (collectively, the "Vans" and, individually, a "Van") will serve as a regional resource for homeland security for the UASI region (Pierce County, King County, Snohomish County, and the Cities of Seattle and Bellevue), as well as for Washington State Region One (comprised of Island, San Juan, Skagit, Snohomish, and Whatcom counties); and

WHEREAS, it is in the best interests of the region's first responders and the citizens they serve that the Vans be 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 City and the Fire District are located in a strategically convenient location and have offered to house and perform certain activities with respect to one of the Vans on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the County, the City and the Fire District (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 any other function which would require the use of one or both of the Vans; and

ORIGINAL

WHEREAS, in order to provide the maximum potential benefit from the Van 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, 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; and

WHEREAS, the Parties anticipate that a separate agreement will be negotiated and entered into by and among the primary user agencies within Snohomish County, including the City and the Fire District, to address the use of the Vans by the region's first responders (the "Use Agreement"); and

WHEREAS, pursuant to this Agreement, the City and the Fire District will receive consideration in the form of the Van's proximate location in the event it is needed for dispatch within their jurisdictions pursuant to the Use Agreement;

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 latter of (i) the date the Van is delivered to the City and Fire District for housing, as provided in Section 4 hereof, or (ii) 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 the date three (3) years after the effective date of this Agreement, unless terminated by the Parties pursuant to either Section 9(a) or Section 9(b) hereof or unless terminated by mutual agreement of the Parties. This Agreement may be renewed, at the discretion of the Parties, for successive one (1) year terms, PROVIDED, HOWEVER, that such renewals shall be evidenced by a written amendment in accordance with Section 11 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. Ownership. The Van and all equipment incident to the Van, including radio communications equipment, shall be owned by the County.

3. 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 or lack of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

4. Housing. Upon delivery by the County, one Van shall be housed by the City and the Fire District at the City/Fire District facility known as Fire Station 61 (the "Fire Station"). Except when removed from the Fire Station for maintenance as provided in Section 5 hereof or

for dispatch as provided in the Use Agreement, the Van shall be housed inside a fully-enclosed and secured facility at the Fire Station. No compensation shall be paid to the City or the Fire District pursuant to this Agreement for the housing of the Van.

5. Maintenance; Checklist; Records. The Fire District shall provide the daily or routine activities enumerated in the checklist attached hereto as Exhibit A and incorporated herein by this reference (the "Checklist"), with the frequency indicated in the Checklist, on the Van which they house at the Fire Station, PROVIDED, HOWEVER, that the City and the Fire District will not be required to perform Checklist activities on the Van during any 24-hour period during which the Van has been dispatched pursuant to the Use Agreement and is not on site at the Fire Station. Regular maintenance and extraordinary maintenance for the Van shall be provided by the County.

The City and the Fire District shall maintain records of their daily or routine activities with respect to the Van in the form of the Checklist. The County may, at reasonable times, inspect the Checklist and all other books and records of the City and Fire District relating to their performance pursuant to this Agreement. The City and Fire District shall each keep all records required by this Agreement for audit purposes for seven (7) years after termination of this Agreement, PROVIDED, HOWEVER, that the City and Fire District shall surrender their records concerning the Van to the County upon its request if this Agreement is terminated.

6. Direction and Control. The City and Fire District agree that they will perform the housing and other services specified under this Agreement as independent contractors and not as agents, employees, or servants of the County. The Parties agree that the employees of the City and Fire District are not entitled to any benefits or rights enjoyed by employees of the County. The City and Fire District specifically have the right to direct and control their own activities in providing the agreed services 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.

7. 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.

With respect to a party's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the other parties, each party further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by its employees caused by or arising out of its acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the Parties.

A party's obligations hereunder shall include, but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by it, its employees, agents, or subcontractors.

8. 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.

9. Termination.

(a) Termination for Breach. If either the City or the Fire District breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement. If the County breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by both the City and the Fire District, the City and the Fire District, acting together, may terminate this Agreement.

(b) Termination for Convenience or Otherwise. The City and the Fire District, acting together, or the County, acting alone, may terminate this Agreement upon thirty (30) days' written notice to the other Parties for any reason other than stated in subparagraph (a) above.

(c) Return of Van on Termination. Upon the expiration or termination of this Agreement, the Van 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 Van for the uses and 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.

10. 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:

16. 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.

17. 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.

18. Liability; No Third Party Beneficiaries. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein. None of the Parties to this Agreement assume any duty to any third party.

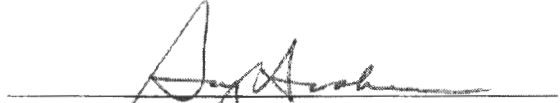
19. Complete Agreement. This Agreement constitutes the entire understanding of the Parties on the subjects hereof. Any written or verbal agreements not set forth herein or incorporated herein by reference are expressly excluded.

20. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Ratification. Acts taken in conformity with this Agreement but prior to its execution are hereby ratified and confirmed.

22. Website Posting. Upon execution, executed original signature pages of this Agreement shall be returned to the Clerk of the Snohomish County Council, who shall cause a fully executed original of this Agreement to be posted on the County website pursuant to RCW 39.34.040. The Clerk of the Snohomish County Council shall thereafter distribute duplicated conformed copies of the Agreement to each of the Parties hereto.

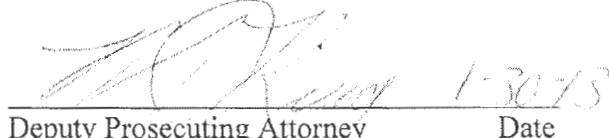
SNOHOMISH COUNTY:


for County Executive **GARY HAAKENSON**
Deputy County Executive

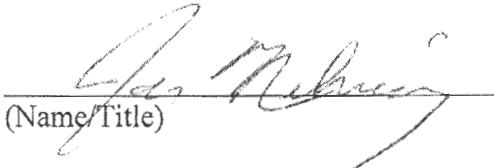
Approved as to insurance provisions only:

 5/22/13
Risk Management Date

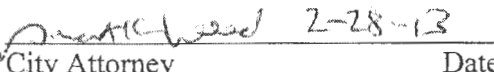
Approved as to form only:

 1-30-13
Deputy Prosecuting Attorney Date

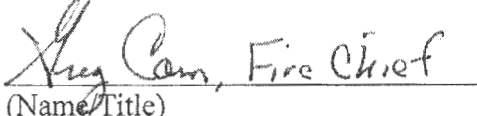
CITY OF MARYSVILLE:


(Name/Title)

Approved as to form only:

 2-28-13
City Attorney Date

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 12

 Fire Chief
(Name/Title)

Approved as to form only:


Counsel to the District

Exhibit A
 Van Safety Check and Cleaning Sheet
 COMVAN North

Daily	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Fuel, Oil and Water Levels																															
Lights																															
Brakes																															
Windshield Wipers																															
Tires (Visual)																															
Radio (Vol. & Frequency)																															
Fire Extinguisher																															
Gas Card																															
Maps																															
Portable Radio 800 Mh																															
Weekly																															
Fan Belts																															
Tire Pressure																															
Generator (Oil & Run)																															
Loose Bolts, Nuts, Etc.																															
Equipment																															
Initials																															