

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 2-13-2017**

<b>AGENDA ITEM:</b>	
Amendment No. 1 To Interlocal Cooperation Agreement for the Use of a Mobile Communications Vehicle	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Diana Rose	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
2 Original Contracts	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	\$0.00
<b>SUMMARY: This Amendment will allow for the Use and Housing of one Snohomish County Mobile Communications Vehicle at the Public Safety Building</b>	

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the Amendment No. 1 to Interlocal Cooperation Agreement for the Use of a Mobile Communications Vehicle

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT  
FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE**

THIS AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE (the "First Amendment") is made and entered into this \_\_\_\_ day of October, 2016, 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") (collectively the "Parties").

**RECITALS**

A. The County and the City executed an agreement entitled "Interlocal Cooperation Agreement by and between Snohomish County and the City of Marysville for the Use of a Mobile Communications Vehicle" (the "Original Agreement").

B. The County and City, along with Fire Protection District No. 12, also previously executed an agreement entitled "Interlocal Cooperation Agreement by and between Snohomish County, the City of Marysville, and Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle" (the "Housing Agreement").

C. The Housing Agreement expired at which time the County ceased to house the Incident Command and Communications Center, #NE001 (the "CommVan") described in the Original Agreement in the City of Marysville.

D. The parties agree that it is in the best interests of the region's first responders and the citizens they serve that the CommVan be housed within the City of Marysville. Pursuant to this Amendment, the City is compensated for the use of space by the CommVan's proximate location in the event it is needed for dispatch within the City's jurisdiction.

E. The County and the City wish to now amend the Original Agreement to allow for the housing of the CommVan in the City of Marysville in order to provide the maximum potential benefit when dealing with major emergencies and disasters and other law enforcement functions.

**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 the date of 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, 2018, unless terminated by 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.

**Section 2.** Section 3 of the Original Agreement is amended to read in its entirety as follows:

Communications Vehicle: Housing and Maintenance. Upon delivery by the County, one CommVan shall be housed by the City in the City facility known as Fire Station 61 (the "Fire Station"). The City represents and warrants that it has full authority to house the CommVan at the Fire Station, and that no further authority is required or necessary.

The City 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 CommVan, PROVIDED, HOWEVER, that the City will not be required to perform Checklist activities on the CommVan during any 24-hour period during which the Van has been dispatched and is not on site at the Fire Station. Regular maintenance and extraordinary maintenance for the CommVan shall be provided by the County.

The City shall maintain records of its daily or routine activities with respect to the CommVan in the form of the Checklist. The County may, at reasonable times, inspect the Checklist and all other books and records of the City relating to its performance under this Agreement. The City 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 shall surrender its records concerning the CommVan to the County upon its request if this Agreement is terminated.

Except when removed from the Fire Station for maintenance or dispatch, the CommVan shall be housed inside a fully-enclosed and secured facility at the Fire Station. Access to vehicles by authorized deployment personnel shall be arranged with the City.

**Section 3.** The Original Agreement is amended to include the attached Exhibit A, incorporated herein by this reference.

**Section 4.** 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

**Approved as to insurance and indemnification provisions:**

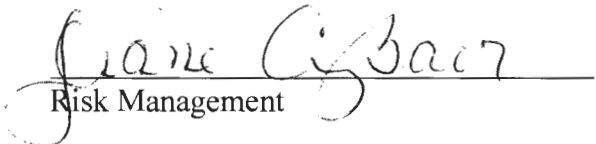
  
Risk Management

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 800Mh																																					
Weekly																																					
Fan Belts																																					
Tire Pressure																																					
Generator (Oil & Run)																																					
Loose Bolts, Nuts, Etc.																																					
Equipment																																					
Initials																																					

Exhibit A TO INTERLOCAL COOPERATION AGREEMENT  
 FOR THE USE OF A MOBILE COMMUNICATIONS VEHICLE