East County Fire Support Services Division
Associate Interlocal Agreement

CITY

Pursuant to the authority granted in RCW 39.34, this agreement is entered into between East County Support Services Division, referred to as ***"ECFSS"*** and "City of Everett" referred to as the ***"Subscribing Agency"***.

ECFSS has automotive and truck repair facilities and trained personnel to provide maintenance and repair services for vehicles. ECFSS is sufficiently equipped and staffed to provide maintenance and repair services to other municipal corporation vehicles and equipment.

ECFSS is willing to provide such services from time to time on a fee basis established to provide cost reimbursement to the ECFSS.

ECFSS does not provide such services to private parties on a commercial basis and, therefore, furnishes such services to other governmental entities as a governmental service and not as a proprietary function.

The Subscribing Agency does not maintain trained personnel and equipment necessary to meet its requirements for repair and maintenance services and, therefore, has a need for such services from outside sources for its apparatus and equipment.

It is the purpose of this agreement to provide the terms and conditions under which ECFSS will provide apparatus and equipment repair and maintenance services. To accomplish this purpose it is agreed as follows:

1. Exclusions/Limitations: The ECFSS shall reserve the right to exclude any other agency from participating in this Interlocal Agreement and/or limit services provided and establish qualifications or contingencies to the providing of service.

2. Governmental Service: No services as anticipated herein shall be allowed to any non-municipal agencies. Agencies to become Subscribing Agencies shall be political sub-divisions of the State of Washington or Federal Agencies. No private services shall be provided.

3. Termination/Limitation of Services: The ECFSS shall have the right to terminate the participation of any Subscribing Agencies or limit services after association has been established.

4. Non-Exclusive: Notwithstanding any express or implied provision of this Agreement, all Subscribing Agencies reserve the right to provide for services of the type covered by this Agreement from their own resources or by contract or otherwise with outside persons or entities. No Subscribing Agency shall be required to exclusively use the services available under this Agreement.

5. Locations: ECFSS agrees to provide such repair and maintenance services on vehicles and equipment delivered to the Monroe Fire station by the Subscribing Agency as may be agreed upon from time to time by the Chiefs of the fire

departments of the parties or their designees. ECFSS further agrees to provide repair services to vehicles of the Subscribing Agency at other locations if deemed appropriate and available by the Chief of Support Services. Additional fees may be charged for remote location services and for transportation of Subscribing Agencies vehicles.

6. Permission to Perform Duties: The Subscribing Agency authorizes the requested repair work to be done along with the purchase of necessary parts and material and agrees that the ECFSS is not responsible for the loss or damage to the vehicles and or equipment in case of fire, theft or any other cause beyond the control of the ECFSS or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. The Subscribing Agency grants the ECFSS and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.

7. Warranty: ECFSS will repair or replace any new parts or redo any labor, which fails in normal service due to defects in parts, or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and there shall be no liability for consequential, incidental or commercial damages. The ECFSS disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the repair work. No warranty, whether expressed or implied, extends beyond 90 days.

8. Notice of Termination: Either party giving to the other party 90 days written notice of termination may terminate this agreement.

Signature Block

ECFSS Board Chair	Aug 25 2016 Date

Contracting Party	9-19-2016 Date
Mayor Title	

APPROVED AS TO FORM

JAMES D. ILES, City Attorney

ATTEST:

City Clerk