

**INTERLOCAL AGREEMENT
BETWEEN
TULALIP BAY FIRE DEPARTMENT AND
SNOHOMISH COUNTY FIRE DISTRICT NO. 4 FOR
FLEET MECHANICAL SERVICES**

This **INTERLOCAL AGREEMENT FOR FLEET MECHANICAL SERVICES** (the "Agreement") is made and entered into by and between the **SNOHOMISH COUNTY FIRE DISTRICT NO. 15 D/B/A TULALIP BAY FIRE DEPARTMENT** ("Tulalip Bay") and **SNOHOMISH COUNTY FIRE DISTRICT NO. 4** ("District 4") (collectively referred to hereinafter as the "Parties," and individually as a "Party").

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between government agencies;

WHEREAS, District 4 desires to use Tulalip Bay's Fleet Mechanical Services for maintaining District 4's fire and aid apparatuses and command and administrative vehicles; and

WHEREAS, Tulalip Bay agrees to provide services in return for payment by District 4.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to maximize public benefit by providing Tulalip Bay services to District 4 in a manner that will allow District 4 to more effectively fulfill its statutory duties and functions.

2. **PROVISION OF FLEET MECHANICAL SERVICES.** Tulalip Bay shall provide Fleet Mechanical Services to District 4 as follows:

a. All services that can be reasonably provided by Tulalip Bay's mechanics for both planned and scheduled and unplanned and unscheduled maintenance and repairs for District 4's apparatuses and vehicles. If Tulalip Bay, in its sole discretion, determines that Tulalip Bay cannot provide the needed maintenance or repairs internally for any reason (i.e. repairs that are beyond Tulalip Bay's abilities), Tulalip Bay shall send the vehicle or apparatus out for third-party maintenance or repair to be paid for by District 4. Prior to sending the vehicle or apparatus out for third-party maintenance or repair, Tulalip Bay must obtain authorization from District 4. District 4 shall pay all fees or costs charged by the third-party service provider directly to the third party, in accordance with any payment terms required by the third party.

b. Vehicle set-up and electrical services, including, but not limited to, installation of radios, emergency lighting, sirens and Onboard Mobile Gateways ("OMGs") on new or retrofitted District 4 apparatuses or vehicles.

- c. Annual aerial ladder and pump tests, including coordination of occasional required tests by third parties.
- d. Initial evaluation of damaged vehicles and equipment for insurance claim purposes.
- e. Determination if warranties cover needed repairs. Tulalip Bay shall coordinate such work with the manufacturer. Any warranty reimbursement for Tulalip Bay work shall be paid directly to Tulalip Bay if District 4 has not already paid for such work.
- f. Diagnostic evaluation and fleet expertise and advice.
- g. Vehicle decommissioning, including, but not limited to, removal of installed radio equipment, emergency lighting, agency decals, sirens, Knox equipment, and OMGs on vehicles deemed surplus.
- h. Mobile field repair may be provided by Tulalip Bay in its sole discretion.
- i. Annual Testing to meet NFPA and WSRB Compliance'
- j. Tulalip Bay agrees to warranty their mechanics' workmanship, but not failure of parts or other items, not under the direct control of Tulalip Bay.
- k. Shop Hours. Tulalip Bay facilities shall be available from the hours of _____ to _____ for purposes of performing under this Agreement. The District should provide eight hours' notice of its intent to deliver a vehicle to Tulalip Bay for evaluation and potential repair. This provision does not apply to mobile field repair.

3. PAYMENT.

- a. For Fleet Mechanical Services, District 4 shall pay Tulalip Bay a shop rate of One Hundred Fifty Dollars (\$150.00) per hour for every regular hour worked by Tulalip Bay in performing such Services. District 4 must pre-authorize any overtime work and if authorized, shall pay Tulalip Bay an overtime rate of Two Hundred Dollars (\$200.00) per hour. The shop rate may be increased by up to five percent (5%) per year from the Effective Date of this Agreement. Tulalip Bay shall not change the above rates of pay during the term of this Agreement without 90 days' written notice to the District, and said rates must be reasonable and in accordance with industry standards.
- b. Tulalip Bay may order Materials, including consumables such as fluids and Parts necessary to service District 4 apparatuses and vehicles. District 4 shall pay Tulalip Bay for the cost incurred by Tulalip Bay, including any sales taxes paid for the Materials and Parts.

4. INVOICING. By the seventh (7th) day of every month, Tulalip Bay shall issue a written invoice to District 4 for all amounts owing for Fleet Mechanical Services, Materials, and Parts in the preceding month. The invoices shall be due and payable within thirty (30) days of the date of the invoice. Any invoices remaining unpaid after the applicable thirty (30) day period shall

accrue interest at a rate of twelve percent (12%) per annum. The invoices, at a minimum, must detail the hours worked on each apparatus or vehicle, contain a brief summary of the work performed, and an itemization of any Materials or Parts for which Tulalip Bay seeks reimbursement.

5. TERMINATION AND NOTICE.

a. Either Party to this Agreement may terminate the Agreement at the end of any calendar year by providing ninety (90) days' written notice via personal service or certified mail, return receipt requested, to the other Party at the following address:

Tulalip Bay Fire Department
ATTN: Chief Ryan G. Shaughnessy
7812 Water Works Road
Tulalip, WA 98271

Snohomish County Fire Protection District No. 4
ATTN: Chief Don Waller
1525 Avenue D
Snohomish, WA 98290

b. Termination of this Agreement shall not extinguish District 4's responsibility under this Agreement to pay any outstanding amounts owed to Tulalip Bay.

6. BIENNIAL MEETING. A designee for Tulalip Bay and a designee for District 4 shall meet every six (6) months to review and discuss the Parties' performance under this Agreement.

7. TULALIP BAY FIRE PERFORMANCE. In the performance of Fleet Maintenance Services under this Agreement, Tulalip Bay shall (a) perform the work in a reasonable and timely manner and (b) provide such services in a manner that meets all relevant and applicable industry standards. Tulalip Bay Technician will maintain Emergency Vehicle Technician (EVT) certification AND all other certifications required by law or recommended by NFPA and/or WSRB.

8. DISTRICT 4 PERFORMANCE. Upon the Effective Date of this Agreement, District 4 shall provide Tulalip Bay with a list of District 4's apparatus and vehicles, and shall timely provide Tulalip Bay with an updated list when District 4 acquires a new apparatus(es) and vehicle(s) or decommissions an apparatus(es) or vehicle(s). District 4 shall provide Tulalip Bay with information related to the necessary preventative maintenance schedules for each vehicle and apparatus and shall provide Tulalip Bay with reasonable advance notice of anticipated mechanical needs beyond preventative maintenance. District 4 shall pay for any towing costs necessary to transport District 4 apparatuses or vehicles and District 4 shall pay for any and all permits or approvals that may be required for District 4 apparatuses or vehicles to be cleared for use by District 4.

9. INDEMNIFICATION.

a. District 4 shall protect, hold harmless, indemnify, and defend, at its own expense, Tulalip Bay, its elected and appointed officials, officers, employees, volunteers, or agents, from any loss or claim for damages of any nature whatsoever, arising out of District 4's performance of this Agreement, including claims by District 4 employees or third parties, except for those

damages solely caused by the negligence or willful misconduct of Tulalip Bay, its elected and appointed officials, officers, employees, volunteers, or agents.

b. Tulalip Bay shall protect, hold harmless, indemnify, and defend, at its own expense, District 4, its elected and appointed officials, officers, employees, agents, or volunteers from any loss or claim for damages of any nature whatsoever, arising out of Tulalip Bay's performance of this Agreement, including claims by Tulalip Bay employees or third parties, except for those damages solely caused by the negligence or willful misconduct of District 4, its elected and appointed officials, officers, employees, volunteers, or agents.

c. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Tulalip Bay and District 4, including claims by Tulalip Bay's or District 4's own officers, officials, employees, volunteers, or third parties, caused by or resulting from the concurrent negligence of Tulalip Bay and District 4, their officers, officials, employees, or volunteers, each Party's liability hereunder shall only be to the extent of that Party's negligence.

d. **The indemnification provisions of this Section 9 are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, 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 the Parties.**

e. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

f. No liability shall be attached to Tulalip Bay or District 4 by reason of entering into this Agreement except as expressly provided herein.

10. **NOTICE.** Each notice or communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the Party to whom such communication is directed or three (3) calendar days after being sent via regular mail, to the following address as may be designated by the applicable Party:

Tulalip Bay Fire Department
7812 Water Works Road
Tulalip, WA 98271

Snohomish County Fire Protection District No. 4
1525 Avenue D
Snohomish, WA 98290

11. RESOLUTION OF DISPUTES AND GOVERNING LAW.

Prior to any other action, the Fire Chiefs of each party shall meet and attempt to negotiate a resolution to any and all disputes.

If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and

shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Pierce County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of the State of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12. **ASSIGNMENT.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect, and no further assignment shall be made without additional written consent.

13. **ENTIRE AGREEMENT, MODIFICATIONS, AND COUNTERPARTS.** The written terms and provisions of this Agreement, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written, of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into, forming a part of, or altering, in any manner, this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

14. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any Party, person, or circumstance, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect to the extent permitted by law.

15. **NO WAIVER.** A Party's forbearance or delay in exercising any right or remedy with respect to a default by the other Party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either Party of any particular default constitute a waiver of any other default or any similar future default in performance of this Agreement.

16. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

17. **COMPLIANCE WITH RCW 39.34.030.** This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement. This Agreement shall be administered by the Fire Chiefs of the parties.

18. **DUTY TO FILE AGREEMENT WITH COUNTY AUDITOR OR POST.** The Parties shall, within five (5) business days of execution by the Parties, file this Agreement with the Snohomish County Auditor or post on either Party's website.

19. **CONSTRUCTION AND CREATION.** This Agreement may be executed in counterparts, i.e. at separate times and separate places, and a copy of this Agreement shall be deemed as valid as an original. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

20. **EFFECTIVE DATE.** This Agreement shall become effective immediately upon execution by both Parties and filing with the Snohomish County Auditor or posting on either Party's website.

IN WITNESS WHEREOF, the Parties have hereunto set their signatures as of the date of the last authorized signature below.

**SNOHOMISH COUNTY FIRE PROTECTION
DISTRICT NO. 15**



Fire Chief, Ryan Shaughnessy

Date: 12/15/25

**SNOHOMISH COUNTY FIRE PROTECTION
DISTRICT NO. 4**



Fire Chief, Don Waller

Date: 12-8-25