



LIMITED SERVICES AGREEMENT

This Limited Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Buyer identified in the Basic Provisions below ("**Buyer**"). This Agreement is for the purpose of the City providing services as set forth in this Agreement.

1. **Basic Provisions.** These Basic Provisions apply to and are part of this Agreement:

BASIC PROVISIONS	
Buyer	Maritime Institute
	1130 West Marine View, Suite A
	Everett, WA 98201
	jrocketts@maritimeinstitute.com
City Project Manager	David DeMarco
	City of Everett -- Fire
	2801 Oakes Avenue
	Everett, WA 98201
Description of Services City will Provide	ddemarco@everettwa.gov
	On an as-needed basis, the City's Fire Department (EFD) will fill Buyer's SCBA backpack breathing air bottles for use for Buyer's firefighting training courses that are held in or near Everett. The EFD filling service is always subject to availability and subject to EFD's operational needs. Fill-ups must be scheduled in advance with EFD unless otherwise decided by EFD.

BASIC PROVISIONS	
Price and Method of Payment	<p>Buyer will pay \$22.00 per bottle. Buyer will be invoiced for bottles filled upon completion of service.</p> <p>EFD may change the price and payment method at any time effective on notice to Buyer.</p>
Additional Provision(s)	<p>The Buyer uses the fill-up service solely at its own risk. Buyer must inspect Buyer's equipment prior to fill-ups. Buyer is solely responsible for determining whether Buyer's equipment is appropriate for fill-up. After each fill-up, the Buyer is solely responsible to inspect all filled air bottles and any other Buyer equipment to assure they are filled to Buyer's requirements. Buyer is solely responsible for determining whether a filled air bottle is appropriate for Buyer's use, including without limitation appropriate for student use.</p> <p>In no event is the City responsible any damage that may occur to Buyer's equipment from fill-ups or otherwise in connection with services provided under this Agreement. Buyer is solely responsible to identify any such damage and to repair to Buyer's satisfaction at Buyer's sole cost.</p>

2. **Term of Agreement.** This term of this Agreement is one year, and will automatically extend for additional one year terms. Either Party may terminate this Agreement at any time and for any reason effective on written notice to the other Party.
3. **City-Provided Services.** Subject to the provisions of this Agreement, the City will provide the services described in the Basic Provisions. These services are always subject to availability of City staff and resources. The City may decline to provide the services at any time.
4. **No Warranty.** THE CITY MAKES NO PROMISES, REPRESENTATIONS OR GUARANTEES TO BUYER THAT THE SERVICES TO BE PROVIDED BY THE CITY UNDER THIS AGREEMENT ARE SUFFICIENT OR APPROPRIATE FOR BUYER. **THE CITY PROVIDES THE SERVICES ABSOLUTELY WITHOUT WARRANTY OF ANY KIND.** BUYER REMAINS SOLELY RESPONSIBLE FOR ITS OWN PROPERTY AND EQUIPMENT AND FOR EVALUATING WHETHER THE SERVICES ARE APPROPRIATE FOR BUYER. IN ITS EVALUATIONS, BUYER MAY ALWAYS CONSIDER PROVIDING ACQUIRING THE SERVICES FROM ANOTHER SOURCE.
5. **Exclusive Remedy and Release.** IF THE CITY FAILS FOR ANY REASON TO PROVIDE THE SERVICES OR FAILS TO PROPERLY PROVIDE SUCH SERVICES, BUYER'S EXCLUSIVE REMEDY IS TERMINATION OF THIS AGREEMENT, AND, AS APPROPRIATE, REFUNDING OF AMOUNTS PAID BY BUYER FOR THE SERVICES. EXCEPT FOR THIS EXCLUSIVE REMEDY, BUYER HEREBY WAIVES AND RELEASES ALL CLAIMS OF ANY KIND WHATSOEVER AGAINST THE CITY OF EVERETT (AND THE CITY OF EVERETT'S OFFICERS, EMPLOYEES, AND AGENTS) WITH RESPECT TO ALL SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING FROM ANY NEGLIGENCE

OR ANY OTHER SHORTCOMING OR OTHER FAILURE TO PROVIDE THE SERVICES.


6. **Waiver.** Any waiver by Buyer or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
7. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
8. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by the Mayor of the City and an authorized representative of the Buyer.
9. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
10. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Buyer shall be sent to its address in the Basic Provisions.
11. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
12. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
13. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
14. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding.

[signatures on following page]

IN WITNESS WHEREOF, the City and Buyer have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

MARITIME INSTITUTE



Cassie Franklin, Mayor

Signature: _____

Name of Signer: Dr. Johnathan Ricketts

Signer's Email Address: jricketts@maritimeinstitute.com

Title of Signer: Regional Manager

3/17/24

Date

ATTEST



Office of the City Clerk

