

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THURSTON COUNTY FIRE PROTECTION
DISTRICT #3
FOR
FIRE DEPARTMENT VEHICLE REPAIR**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia and Thurston County Fire Protection District #3 agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow the City of Olympia Fire Department (OFD) to provide repair services to Thurston County Fire Protection District #3 (TCFPD#3) at TCFPD #3's request, for Apparatus owned and operated by the TCFPD#3. TCFPD#3 does not have sufficient resources to provide such services and desires to have such services performed at set forth below. OFD currently maintains appropriate facilities and sufficient personnel to perform limited repair services, and agrees to extend this service to TCFPD#3 as OFD time allows, under the terms and conditions specified in this Agreement.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

Interlocal Agreement between City of Olympia
and Thurston County Fire Protection District #3 2013-2018

Apparatus Fire department owned vehicle used for the purpose of responding to fire or medical emergencies, or other fire department functions and staff vehicles.

Fluids Motor oil, antifreeze, transmission fluid, brake fluid, gear oils, grease, and washer fluids.

Front Line Apparatus The primary designated staffed vehicle first in line to respond.

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. **OFD Repair Responsibilities** Modifications and repairs shall be scheduled and performed on a priority basis by OFD or its chosen service provider. Repairs and modifications will be charged at the hourly shop rate established herein, in addition to any other applicable charges authorized in this Agreement.
2. **Work performed by Outside Service Providers** OFD will provide notice to LCPD#3 prior to work being performed by other service providers.
3. **Repair Limitations OFD** agrees to attempt to complete all repair requests within the time TCFPD#3 requests or has scheduled with OFD. TCFPD#3 is aware that there may be times when OFD cannot meet the desired timeline. OFD will make every attempt to maintain or repair all Front Line Apparatus as scheduled.
4. **Equipment covered** OFD agrees to maintain any and all fire Apparatus presented to OFD by TCFPD#3 for repair, in addition to certain mechanical equipment used for fire department purposes such as fixed and mobile generators. OFD retains the right to refuse to repair any Apparatus or equipment presented, if the vehicle or equipment is deemed unsafe to repair or the OFD mechanics do not possess the knowledge, skills, abilities, tools or facilities to make such repair.
5. **Hours of Work OFD's** Fleet Service's normal working hours are from 7:00 am to 4:00 pm, Monday through Friday except holidays.

6. Documentation and Safety Concerns OFD shall supply to TCFPD#3 all records of work performed at the time of billing. If TCFPD#3 does not authorize additional repairs that OFD recommends, OFD shall state so on the repair documentation. Items discovered that are safety concerns shall be documented (as above) and notification provided to TCFPD#3. If the level of safety concern meets National Fire Protection Association's (NFPA) criteria as determined by OFD, OFD may make a recommendation directly to TCFPD#3's Fire Chief and OFD will seek direction to proceed with the recommended repair(s). OFD makes no representation that it will discover any safety issue or defect, actual or potential.

7. Pick-up and Delivery of Apparatus This may be a joint effort between TCFPD#3 and OFD with TCFPD#3 as the party ultimately responsible for pick-up and delivery. TCFPD#3 remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of THURSTON COUNTY FIRE PROECTION DISTRICT #3 shall be as follows:

1. Notification of Repair: TCFPD#3 will notify OFD when their Apparatus is in need of repair. TCFPD#3 agrees that it is their intent to maintain the Apparatus to NFPA 1911 Standard for the inspection and maintenance of in-service automotive fire apparatus. If OFD determines that the Apparatus is not being maintained to this standard, OFD may notify the Fire Chief of TCFPD#3.

2. Authorized Representative: TCFPD#3 agrees to provide the name and telephone number of a TCFPD#3 authorizing representative who can, in a timely manner, provide any necessary direction to OFD to approve additional repairs, if OFD determines such repairs are recommended or required.

3. Response to Safety Concerns: If OFD has occasion to notify TCFPD#3 the level of safety concern meets NFPA's criteria as determined by OFD, the Fire Chief of TCFPD#3 is responsible for a timely response to OFD's recommendation.

4. Pick-up and Delivery of Apparatus: OFD and TCFPD#3 shall coordinate all pick-up and delivery of apparatus with TCFD#3 as the party ultimately responsible for pick-up and delivery. TCFPD#3 is responsible for any costs associated with pick-up and delivery.

IV. Payment (or Funding/Costs/etc.)

A. Service and repair charges will be on an hourly basis rounded to the nearest 15 minutes. The 2013-2018 shop rate for service is \$118.00 per hour which is inclusive of documentation and reporting of all service work. The shop rate will be reviewed by OFD staff in January of each year and the Fire Chief for OFD may authorize an increase under this Agreement of up to ten percent (10%) so long as TCFPD#3 receives notification of the increase at least 30 days prior to implementation of the new labor rate. Fees do not include Washington State sales tax, which will be added to each invoice. In addition, TCFPD#3 agrees to pay OFD for all service and parts provided by OFD and any costs associated with fluids and pick-up and delivery.

B. Expenses outlined herein shall be paid by TCFPD#3 in the manner set forth below:

1. Costs of any parts that OFD does not have in-stock will be directly billed by the vendor to TCFPD#3.
2. Service that OFD does not provide but that OFD authorizes another entity to provide will be directly billed by the vendor to TCFPD#3.
3. All labor services provided by OFD and the cost of parts OFD has in-stock will be directly billed by OFD to TCFPD#3.
4. Fluids used and replaced will be billed at the normal rates paid by OFD as well as fluid accountability requirements and any required disposal charges incurred by OFD.
5. Pick up and delivery charges will be directly paid by TCFPD#3 to the entity providing such services. For example, if towing is required, TCFPD#3 will pay the towing company directly.

V. Method of Payment

A. OFD will submit a monthly itemized invoice to TCFPD#3 for all OFD in-stock parts, fluid replacement, labor for repair services provided by OFD and any other services provided under this Agreement.

B. Upon completion of the work set forth in the invoice, TCFPD#3 will make payment within thirty (30) days of receipt of an invoice.

VI. Amendments/Term Extensions

Either party to this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both parties prior to implementation, except labor costs which can be increased by OFD as provided in this Agreement. Certain updates are expressly authorized to be made by the OFD or TCFPD#3 Fire Chiefs under this Agreement and, when so authorized, must be made in writing and attached hereto.

Any other amendments to this Agreement shall be made in writing and shall be presented to each party's governing authority for approval prior to implementation.

VII. Indemnification

THURSTON COUNTY FIRE PROTECTION DISTRICT #3 and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.

VIII. Warranty

The CITY OF OLYMPIA gives no express or implied warranty for the services provided by OFD under this Agreement.

IX. Duration of Agreement

This Agreement shall be effective until November 1, 2018 unless otherwise terminated or extended in the manner described under the pertinent sections of this Agreement.

X. Termination of Agreement

Should either party choose to terminate this agreement, the party desiring to terminate the agreement must provide thirty (30) days advance written notice to the other party, unless otherwise set forth in this Agreement.

XI. Joint Board/No Separate Legal Entity Created/Property

No joint board and no separate legal entity are created under this Agreement. Each party shall maintain ownership of its own property.

XII. Entire Agreement

This Agreement along with the Exhibits incorporated by reference sets forth all terms and conditions agreed upon by OFD and TCFPD#3, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

XIII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Thurston County Fire Protection District #3#

PO Box 1967

Olympia, WA 98507-1967

THURSTON COUNTY FIRE PROTECTION DISTRICT #3

Attn: Fire Chief

Re: Interlocal Agreement with Olympia

1231 Franz Street SE

Lacey, WA 98503

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVI. Dispute Resolution

In the event of a dispute between the parties arising by reason of this Agreement, or any obligation hereunder, the dispute shall first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives

shall meet within fourteen (14) calendar days of either party's request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

XVII. Effective Date

This Agreement shall take effect as of the date of the last authorizing signature affixed hereto. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

CITY OF OLYMPIA

**THURSTON COUNTY FIRE
PROTECTION DISTRICT #3**

Mayor

Fire Chief

Date: _____

Date: _____

Approved as to Form:



City Attorney (ACA)