

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 6
FOR
FIRE DEPARTMENT VEHICLE REPAIR & MAINTENANCE SERVICES**

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 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 6 agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow the City of Olympia (City), through its Fire Department (OFD), to provide maintenance and repair services to Thurston County Fire Protection District 6 (District 6) for Apparatus owned and operated by District 6. While District 6 does have sufficient resources to provide such services, District 6 desires to have the option for emergent services performed as set forth below. OFD currently maintains appropriate facilities and sufficient personnel to perform necessary maintenance and repair services, and agrees to extend this service to District 6 under the terms and conditions specified in this Agreement.

II. Definitions

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

Vehicle Repair Interlocal Agreement between City of Olympia
And Thurston County Fire Protection District 6

Annual Inspection A yearly inspection may be conducted at the OFD maintenance facility that includes items listed on the “Apparatus/Fire Engines Annual Inspection” form as set forth on the attached Exhibit “A” as set forth herein or updated in accordance with this Agreement.

Apparatus Fire department owned vehicle used for the purpose of responding to fire or medical emergencies.

Fire Ground Equipment Mechanical and electrical tools assigned to Apparatus.

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.

Quarterly Inspection A quarterly inspection may be conducted at the OFD maintenance facility that includes items listed on the form as set forth on the attached Exhibit “B” as set forth herein or updated in accordance with this Agreement.

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA (City) shall be as follows:

1. **CITY OF OLYMPIA Maintenance Responsibilities** The Olympia Fire Department (OFD), as the agent of the City, shall be responsible for routine maintenance of the Apparatus and Fire Ground Equipment covered under the terms of this Agreement if District 6 exercises the apparatus maintenance option listing that apparatus in Exhibit “C”.
2. **OFD Repair Responsibilities** Modifications and repairs shall be scheduled and performed on a priority basis by OFD or an outside service provider as agreed upon by OFD and District 6. Repairs and modifications will be charged at the hourly shop rate established herein, in addition to any other applicable charges authorized in this Agreement.
3. **Work performed by Outside Service Providers** OFD will obtain approval by District 6 prior to work being performed by other service providers.
4. **Maintenance and Repair Limitations** OFD agrees to attempt to complete all maintenance and repair requests within the time District 6 requests or has scheduled with OFD. District 6 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.

5. **Covered Apparatus and Equipment** The Apparatus and Fire Ground Equipment OFD agrees to maintain for District 6 is set forth in the chart outlined in Exhibit "C" attached hereto. The Fire Chief of OFD and Fire Chief of District 6 are authorized to amend Exhibit C as necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of Exhibit C. Unless otherwise specified, any covered Apparatus includes Fire Ground Equipment supporting such Apparatus.
6. **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.
7. **Documentation and Safety Concerns** OFD shall supply to District 6 all records of work performed at the time of billing. If District 6 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 District 6. 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 District 6's Fire Chief and OFD will seek direction to proceed with the recommended repair(s) or maintenance. OFD makes no representation that it will discover any safety issue or defect, actual or potential.
8. **Pick-up and Delivery of Apparatus** This may be a joint effort between District 6 and OFD with District 6 as the party ultimately responsible for pick-up and delivery. District 6 remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of THURSTON COUNTY FIRE PROTECTION DISTRICT 6 shall be as follows:

1. **Notification of Repair and/or Maintenance:** District 6 agrees to notify OFD via the OFD designated email address, ofdfleetservices@ci.olympia.wa.us, when Apparatus is in need of repair/and or maintenance. District 6 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.
2. **Authorized Representative:** District 6 agrees to provide the name and telephone number of a District 6 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 notifies the District 6 Fire Chief of any safety concern under Paragraph B, the Fire Chief of District 6 is responsible for a timely response to OFD's recommendation.
4. **Pick-up and Delivery of Apparatus:** OFD and District 6 shall coordinate all pick-up and delivery of apparatus with District 6 as the party ultimately responsible for pick-

up and delivery. District 6 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 shop rate for service is \$122.00 per hour which is inclusive of documentation and reporting of all maintenance work and 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 District 6 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, District 6 agrees to pay OFD for all parts provided by OFD from OFD's stock (at OFD's cost) plus any costs associated with fluids, pick-up and delivery, plus any mark-up as described below. District 6 shall have the option of terminating the Agreement with 45 days written notice upon being advised of a labor rate increase.
- B. Expenses outlined herein shall be paid by District 6 in the manner set forth below:
1. Costs of any parts that OFD does not have in-stock may be directly billed by the vendor to District 6.
 2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to District 6.
 3. District 6 shall have the option of purchasing any necessary large part(s), costing more than \$3,000 directly from a vendor specified by OFD and providing to OFD for installation based upon the schedule and terms commensurate with the repair or maintenance work required, and shall pay a 5% mark-up to OFD when providing such service in lieu of the normal 30% mark-up. This applies only to individual parts valued at \$3,000 or more not an aggregation of parts and/or labor for any project.
 4. The cost of parts OFD has in stock or are billed to OFD on behalf of District 6 will be assessed a 30% mark-up. This cost for parts and all labor services provided by OFD will be directly billed by OFD to District 6.
 5. Fluids used and replaced will be billed at the normal rates paid by OFD plus a 30% mark-up as well as fluid accountability requirements and any required disposal charges incurred by OFD.
 6. Pick-up and delivery charges will be directly paid by District 6 to the entity providing such services. For example, if towing is required, District 6 will pay the towing company directly.

V. Method of Payment

- A. OFD will submit a monthly itemized invoice to District 6 for all OFD in-stock parts, fluid replacement, labor for completed maintenance and repair services provided by OFD and any other services provided under this Agreement.
- B. District 6 will make payment within thirty (30) days of receipt of an invoice.

VI. Amendments

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 District 6 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 6 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. For purposes of this Agreement, the parties each expressly waive their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligations to protect, save, defend, indemnify, and hold each other harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the parties. The foregoing waiver is mutually negotiated by the parties to this Agreement.

VIII. Insurance

The City of Olympia (City) shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the City or its employees. Before beginning the work described in this Agreement, the City shall provide proof of coverage:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and aggregate.
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate.
- D. Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from the City's Insurance Pool confirming that OFD is covered for any damage to the District 6's Apparatus resulting from OFD's negligence while District 6's Apparatus is being serviced, maintained, repaired or stored by OFD at OFD's facility.
- E. The aforementioned insurance requirements for the City of Olympia shall be fulfilled by the City of Olympia's membership and coverage with the Washington Cities Insurance Authority, a municipal insurance pool. Any payment of deductible or self-insured retention of such coverage shall be the sole responsibility of OFD.
- F. District 6 shall purchase and maintain automobile physical damage insurance with comprehensive and collision coverage equivalent to those listed above on all vehicles being serviced by the City of Olympia. Any payment of deductible or self-insured retention shall be the sole responsibility of District 6.

IX. Warranty

Except as expressly provided below, the CITY OF OLYMPIA gives no express or implied warranty for the services provided by OFD under this Agreement. OFD will repair or replace any new parts (except parts not covered by a manufacturer's warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts as determined by the manufacturer, or labor as determined by OFD, provided OFD is immediately notified and allowed to inspect the vehicle to determine whether or not the failure is in fact attributable to defective parts and/or labor. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and neither OFD nor the City shall be liable for any consequential, incidental or commercial damages related to the services in excess of the costs of the specific repairs.

X. Duration of Agreement

This Agreement shall be effective until December 1, 2019 unless otherwise terminated in the manner described under the pertinent sections of this Agreement.

XI. Termination of Agreement

Should either party choose to terminate this Agreement, the party desiring to terminate the Agreement must provide one year advance written notice to the other party, unless

otherwise set forth in this Agreement. In addition, in the event District 6 is dissatisfied with the OFD's performance of its responsibilities under this Agreement, District 6 shall provide OFD with a written notice of dissatisfaction that specifically identifies the details of the OFD's alleged performance deficiencies. OFD shall have three months from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event District 6 remains dissatisfied at the end of the three month period, District 6 may terminate the Agreement by providing OFD with an additional 3 months written notice.

XII. 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.

XIII. Entire Agreement

This Agreement along with the Exhibits incorporated by reference sets forth all terms and conditions agreed upon by OFD and District 6 and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

XIV. 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.

XV. 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 District 6

PO Box 1967

Olympia, WA 98507-1967

THURSTON COUNTY FIRE PROTECTION DISTRICT 6

Attn: Fire Chief

Re: Interlocal Agreement with Olympia

PO Box 578

East Olympia, WA 98540

XVI. Interpretation and Venue

Vehicle Repair Interlocal Agreement between City of Olympia
And Thurston County Fire Protection District 6

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.

XVII. Dispute Resolution

In the event of a dispute between the parties arising by reasons 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.

XVIII. Ratification

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

XIX. Effective Date

Once properly executed, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

CITY OF OLYMPIA

**THURSTON COUNTY FIRE
PROTECTION DISTRICT 6**

Mayor

Gary Pearson, Chair
Board of Fire Commissioners

Date: _____

Date: _____

Approved as to form

Darre Nienabe DEA
City Attorney

Date: 9-29-16

- Exhibit "A" Apparatus/Fire Engines Annual Inspection forms
- Exhibit "B" Quarterly inspection items list and form
- Exhibit "C" The Apparatus and Fire Ground Equipment OFD maintains for District 6

EXHIBIT A

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if okay, mark with an "x" if repairs are needed

Apparatus # _____ Date _____ Mileage _____

- Lube complete chassis _____
- Check coolant level _____ Nitres _____ Degrees _____
- Check and adjust brakes (parking & service brake) _____
- Check wheel seals _____
- Check oil in steer axle hubs _____
- check lug nuts (looseness & rust trails) _____
- Check frame and suspension (springs, pins, u-bolts & cross members) _____
- Check exhaust system (leaks) _____
- Check steering components (tie rods, ends, draglink) _____
- Check king pins _____
- Change engine oil Type _____ Quantity _____
- Change engine oil filter _____
- Change fuel filters _____
- Change air filter _____
- Check PTO operation _____
- Check air governor cutout/air dryer exhaust (120 psi) _____
- Check toe-in on steer axle Front side _____ in Rear side _____ in
- Check all tires (curbing, cuts, wear and pressure) _____

FRONT	REAR	REAR
Depth - LF _____/32	LEO _____/32	RIO _____/32
Depth - FRO _____/32	LRI _____/32	RRI _____/32
Pressure - LF _____psi	LRO _____psi	RRO _____psi
Pressure - RF _____psi	LRI _____psi	RRI _____psi

- Change differential fluid (as needed) _____
- Check u-joints _____
- Change power steering filter _____
- Change transmission filters & fluid _____
- Check windshield washer fluid and change wiper blades _____
- Replace all belts (as needed) _____
- Check all hoses (for leaks and wear) _____
- Check batteries (cables and corrosion) _____
- Check battery (state of charge) if applicable _____
- Check cab & body mounts _____
- Lube door latches _____
- Check all lights, horns and sirens _____
- Check interior lighting (cab & body compartments) _____

Check interior lighting (cab & body compartments) _____

- Check interior (seats, door panels, carpets and mats)
- Check seat belts (operation, condition)
- Observe all gauge operation (oil, water temp and amp)
- Check heaters, fans and air conditioning
- Check low air warning devices (audible and visual)
- Check air brake system (hoses & components)
- Listen for air leaks (brakes applied & released)
- Drain air tanks
- Replace air dryer cartridge
- Change pump transmission oil
- Check for water leaks (fire pump area)
- Check fire pump switch and lighting
- Check primer pump (fluid & operation)
- Check pump panel valve operation
- Check pump relief valve operation
- Service positive pressure fan
- Service portable generator
- Check windows (chips, cracks, seals & operation)
- Cab exterior (door operation)
- Check ladder rack operation
- Clean windows
- Steam clean (if needed)
- Install service sticker

Repairs needed: _____

EXHIBIT B

APPARATUS/FIRE ENGINE QUARTERLY INSPECTION

Initial if okay, mark with an "x" if repairs are needed

Apparatus # _____ Date _____ Mileage _____

- Lube complete chassis _____
- Check cab and body mounts _____
- Check coolant level _____ Nitres _____ Degrees _____
- Check and adjust brakes (parking & service brake) _____
- Check wheel seals _____
- Check frame and suspension (springs, pins, u-bolts & cross members) _____
- Check exhaust system (leaks) _____
- Check steering components (tie rods, ends, draglink) _____
- Change engine oil Type _____ Quantity _____
- Change engine oil filter _____
- Check transfer case oil _____
- Change air filter _____
- Change fuel filters _____
- Check PTO _____
- Check air governor cutout/air dryer exhaust (120 psi) _____
- Check all tires (curbing, cuts, wear and pressure) _____

FRONT _____	REAR _____	REAR _____
Depth - LF _____/32	LEO _____/32	RIO _____/32
Depth - FRO _____/32	LRI _____/32	RRR _____/32
Pressure - LF _____psi	LRO _____psi	RRO _____psi
Pressure - RF _____psi	LRI _____psi	RRR _____psi

- Check for water leaks (fire pump area) _____
- Check fire pump switch and lighting _____
- Check primer pump fluid _____
- Check differential fluid _____
- Check transmission fluid _____
- Check windshield washer fluid/wipers _____
- Check all belts & hoses (for cracks and looseness, adjust as needed) _____
- Check batteries (cables & corrosion) _____
- Check all lights, horns and sirens _____
- Check interior lighting (cab & body compartments) _____
- Check interior (seats, door panels, carpets and mats) _____
- Check seat belts (condition, operation) _____
- Check low air warning devices _____
- Observe all gauge operation (oil, water temp and amp) _____

Check heaters, fans and air conditioning
Check windows (chips, cracks, seals and operation)
Exterior (door operation, hood, trunk)
Install service sticker

Repairs needed: _____

Exhibit C

Thurston County Fire Protection District 6

Vehicles to be included for service in inter-local agreement with the City of Olympia

Engines: 2007 Darley Spartan, 1996 Freightliner, 1999 Pierce Saber,
1998 Freightliner (2)

Tenders: 2005 Fouts / Kenworth (2), 2004 Fouts / Kenworth

Aid Units: 2006 International (2)

Command Vehicles: 2007 Chevy Tahoe (2), 2003 Ford Expedition, 2000
Ford Expedition

Air Support Vehicle: 1999 Freightliner

Unit #	Designation	VIN	Year	Make	Model
07-3	E61	4S7HT2B997C057113	2007	Spartan/Darley	Advantage FF
05-3	T61	2NKMLZ9X15M108309	2005	Kenworth/Fouts	T-300
06-1	A61	1HTMNAAM57H399951	2006	International/Braun	4300LP
99-1	E64	4P1CT02M4XA001457	1999	Pierce	Saber
05-2	T64	2NKMLZ9XX5M108311	2005	Kenworth/Fouts	T-300
06-2	A64	1HTMNAAM37H399950	2006	International/Braun	4300LP
98-1	E62	1FV6HLCBXWH931959	1998	Freightliner/Pierce	FL70
00-3	ISU-6	4UZA4FAD9YCF49914	1999	Freightliner	MT45
98-2	E65	1FV6HLCB6WH931960	1998	Freightliner/Pierce	FL70
04-1	T65	2NKMLZ9X74M061074	2004	Kenworth/Fouts	T-300
96-1	E642	1FV6HLCB5VH847093	1996	Freightliner/Pierce	FL70
07-1	Batt61	1GNFK13037J383689	2007	Chevy	Tahoe
07-2	Batt62	1GNFK13037J386480	2007	Chevy	Tahoe
03-1	Batt64	1FMPU16L63LB22404	2003	Ford	Expedition
00-1	ResBatt	1FMPU16LOYLB57768	2000	Ford	Expedition