

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITY OF TUMWATER 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 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; and

WHEREAS, The City of Tumwater desires the City of Olympia Fire Mechanics to provide vehicle repair and maintenance services for the Tumwater Fire Department fleet; and

WHEREAS, The City of Tumwater and the City of Olympia have reached an agreement on how this will be done and the compensation that shall be received;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and The City of Tumwater for Fire Department vehicle repair and maintenance attached hereto as Exhibit A and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

Exhibit A

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

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND CITY OF TUMWATER
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 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 City of Tumwater 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 City of Tumwater Fire Department (TFD) for Apparatus owned and operated by TFD. TFD does not have sufficient resources to provide such services and desires to have such 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 TFD under the terms and conditions specified in this Agreement.

II. Definitions

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

Annual Inspection A yearly inspection conducted at the OFD maintenance facility that includes items listed on the "Apparatus/Fire Engines Annual Inspection" form as set forth

Vehicle Repair Interlocal Agreement between City of Olympia
and City of Tumwater 2017-2020

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 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 shall be as follows:

1. **OFD Maintenance Responsibilities** OFD shall be responsible for routine maintenance of the Apparatus and Fire Ground Equipment covered under the terms of this Agreement.
2. **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.
3. **Work performed by Outside Service Providers** OFD will provide notice to TFD 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 TFD requests or has scheduled with OFD. TFD 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 TFD is set forth in the chart outlined in Exhibit "C" attached hereto. The Fire Chief of OFD and Fire Chief of TFD 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 TFD all records of work performed at the time of billing. If TFD 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 TFD. 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 TFD'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 TFD and OFD with TFD as the party ultimately responsible for pick-up and delivery. TFD remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of City of Tumwater, TFD shall be as follows:

1. Notification of Repair and/or Maintenance: TFD agrees to notify OFD via the OFD designated email address, *ofd fleetservices@ci.olympia.wa.us*, when Apparatus is in need of repair/and or maintenance. TFD 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 and, as such, hereby agrees to participate in the OFD preventative maintenance program as outlined in attached Exhibits "A" and "B". If OFD determines that the Apparatus is not being maintained to this standard, OFD may notify the Fire Chief of TFD.

2. Authorized Representative: TFD agrees to provide the name and telephone number of a TFD 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 TFD Fire Chief of any safety concern under Paragraph B. 1, the Fire Chief of TFD is responsible for a timely response to OFD's recommendation.

4. Pick-up and Delivery of Apparatus: OFD and TFD shall coordinate all pick-up and delivery of apparatus with TFD as the party ultimately responsible for pick-up and delivery. TFD 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 TFD 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, TFD 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.

B. Expenses outlined herein shall be paid by TFD 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 TFD.
2. Service that OFD does not provide but that OFD authorizes another entity to provide will be directly billed by the vendor to TFD.
3. The cost of parts OFD has in stock or are billed to OFD on behalf of TFD 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 TFD.
4. 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.
5. Pick up and delivery charges will be directly paid by TFD to the entity providing such services. For example, if towing is required, TFD will pay the towing company directly.

V. Method of Payment

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

B. City of Tumwater 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 TFD 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

CITY OF TUMWATER 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 TFD's Apparatus resulting from OFD's negligence while TCFD8'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 the OFD.
- F. TFD shall purchase and maintain automobile physical damage insurance with comprehensive and collision coverage on all vehicles being serviced by the City of

Olympia. Any payment of deductible or self-insured retention shall be the sole responsibility of the TFD.

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 manufacturers 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, 2020 unless otherwise terminated or extended 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 TFD is dissatisfied with the OFD's performance of its responsibilities under this Agreement, TFD 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 TFD remains dissatisfied at the end of the three month period, TFD 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 is 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 TFD, 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: Vehicle Repair Interlocal Agreement with City of Tumwater

PO Box 1967

Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: Fire Chief

RE: Vehicle Repair Interlocal Agreement with City of Olympia

555 Israel Rd SW

Tumwater, WA 98501

XVI. 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.

XVII. 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.

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

CITY OF TUMWATER

City Manager

Mayor

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:



Deputy City Attorney

Karen Kirkpatrick, City Attorney

ATTEST:

Melody Valiant, City Clerk

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 agrees to maintain for TFD

**EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF TUMWATER**

APPARATUS/FIRE ENGINES 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 & adjust brakes (parking & service break) _____

Check wheel seals _____

Check frame and suspension (springs,pins, u-bolts & cross members) _____

Check exhaust system (leaks) _____

Check steering componenets (tie rods, ends, draglink) _____

Change engine oil _____ Type _____ Quantity _____

Change engine oil filter _____

Check air filter _____ Change fuel filters _____

Check transfer case oil _____ Check PTO _____

Check air governor cutout/air dryer (120 psi) _____

Listen for air leaks (brakes applied & released) _____

Check all tires (curbing, cuts, wear and pressure)

	Front		Rear		Rear	
Depth	LF _____/32	LRO _____/32	RRI _____/32	RRI _____/32	RRI _____/32	RRI _____/32
	RF _____/32	LRI _____/32				
Pressure	LF _____psi	LRO _____psi	RRO _____psi	RRO _____psi	RRO _____psi	RRO _____psi
	RF _____psi	LRI _____psi	RRI _____psi	RRI _____psi	RRI _____psi	RRI _____psi

Check for water leaks (fire pump area) _____

Check fire pump switch and lighting _____

Check primer pump fluid _____

Check differential fluid _____

Check power steering 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 (scats, 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) _____

Intall service sticker _____

Repairs needed: _____

EXHIBIT B
INTERLOCAL AGREEMENT WITH THE CITY OF TUMWATER
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 & adjust brakes (parking & service brake) _____

Check wheel seals _____

Check oil in steer axle hubs _____

Check lug nuts (looseness & rust trails) _____

Check frame & 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 phi) _____

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
	FRO _____	/32	LRI _____	/32	RRI _____	/32
Pressure	LF _____	psi	LRO _____	psi	RRO _____	psi
	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 & change wiper blades _____

Replace all belts (as needed) _____

Check all hoses (for leaks and wear) _____

Check batteries (cables & corrosion) _____

Check battery (state of charge, if applicable) _____

Check cab & body mounts _____

Lube door latches _____

Repairs Needed: _____

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

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

Apparatus #	Date	Mileage
Check all lights, horns, and sirens		_____
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 & visual		_____
Air brake system check (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 and operation)		_____
Cab exterior (door operation)		_____
Check ladder rack operation		_____
Clean windows		_____
Steam clean (if needed)		_____
Install service sticker		_____
Repairs needed:		_____

EXHIBIT "C"

TUMWATER FIRE DEPARTMENT EQUIPMENT:

YEAR	MAKE/MODEL	VIN	PLATE
2018	Pierce Fire Engine Velocity	Not Available @ this time. (Will update when engine arrives)	Not Available @ this time. (Will update when engine arrives)
2012	Pierce Fire Engine Velocity	4P1CV01C2DA013324	54766D
2000	KME Fire Engine GS04232	1K0AF428XYN058118	25594D
2000	KME Fire Engine GS04321	1K9AF42884N058117	25595D

This Table will be the update and we will add our new engine information when it arrives in 2018.