

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 9
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 Thurston County Fire Protection District 9 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 9 (TCFD 9) for Apparatus owned and operated by TCFD 9. TCFD 9 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 TCFD 9 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 9

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 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 TCFD 9 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 TCFD 9 requests or has scheduled with OFD. TCFD 9 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 TCFD 9 is set forth in the chart outlined in Exhibit "C" attached hereto. The Fire Chief of OFD and Fire Chief of TCFD 9 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 TCFD 9 all records of work performed at the time of billing. If TCFD 9 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 TCFD 9. 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 TCFD 9'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 TCFD 9 and OFD with TCFD 9 as the party ultimately responsible for pick-up and delivery. TCFD 9 remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of THURSTON COUNTY FIRE DISTRICT 9 shall be as follows:

1. Notification of Repair and/or Maintenance: TCFD 9 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. TCFD 9 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 TCFD 9.

2. Authorized Representative: TCFD 9 agrees to provide the name and telephone number of a TCFD 9 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 TCFD 9 Fire Chief of any safety concern under Paragraph B. 1, the Fire Chief of TCFD 9 is responsible for a timely response to OFD's recommendation.

4. Pick-up and Delivery of Apparatus: OFD and TCFD 9 shall coordinate all pick-up and delivery of apparatus with TCFD 9 as the party ultimately responsible for pick-up and delivery. TCFD 9 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 \$118.00 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 TCFD 9 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, TCFD 9 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 TCFD 9 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 TCFD 9.
2. Service that OFD does not provide but that OFD authorizes another entity to provide will be directly billed by the vendor to TCFD 9.
3. The cost of parts OFD has in stock or are billed to OFD on behalf of TCFD 9 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 TCFD 9.
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 TCFD 9 to the entity providing such services. For example, if towing is required, TCFD 9 will pay the towing company directly.

V. Method of Payment

A. OFD will submit a monthly itemized invoice to TCFD 9 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. TCFD 9 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 TCFD 9 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 DISTRICT 9 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 TCFD9's Apparatus resulting from OFD's negligence while TCFD9'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. TCFD 9 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 TCFD 9.

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, 2016 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 TCFD 9 is dissatisfied with the OFD's performance of its responsibilities under this Agreement, TCFD 9 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 TCFD 9 remains dissatisfied at the end of the three month period, TCFD 9 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 TCFD 9, 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 9
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY FIRE DISTRICT 9
Attn: Fire Chief
Re: Interlocal Agreement with Olympia
125 Delphi RD NW
Olympia, WA 98512

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

**THURSTON COUNTY FIRE
PROTECTION DISTRICT 9**

Mayor


Dale Putnam - Chair
Board of Fire Commissioners

Date: _____

Date: 3/12/2015

Approved as to Form:



Assistant City Attorney

- 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

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 & 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 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 B

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 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 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
Depth	LF _____ /32	LRO _____ /32
	RF _____ /32	LRI _____ /32
		Rear
		RRO _____ /32
		RRI _____ /32
Pressure	LF _____ psi	LRO _____ psi
	RF _____ psi	LRI _____ psi
		RRO _____ 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 (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 No. 9
McLane Black Lake Fire Department**

SORT Apparatus

Apparatus #	Truck#	Year/Make/Model and Capacities
A62	SORT	2003 Freightliner F70
A71	R91	1995 Freightliner E-One