

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 13
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 13 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 13 (District 13) for Apparatus owned and operated by District 13. District 13 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 District 13 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 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 (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.
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 District 13 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 13 requests or has scheduled with OFD. District 13 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 13 is set forth in the chart outlined in Exhibit “C” attached hereto. The Fire Chief of OFD and Fire Chief of District 13 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 13 record of work performed at the time of billing. If District 13 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 13. 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 13'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 13 and OFD with District 13 as the party ultimately responsible for pick-up and delivery. District 13 remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of THURSTON COUNTY FIRE PROTECTION DISTRICT 13 shall be as follows:

1. **Notification of Repair and/or Maintenance:** District 13 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 13 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 District 13.
2. **Authorized Representative:** District 13 agrees to provide the name and telephone number of a District 13 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 13 Fire Chief of any safety concern under Paragraph B, the Fire Chief of District 13 is responsible for a timely response to OFD's recommendation.
4. **Pick-up and Delivery of Apparatus:** OFD and District 13 shall coordinate all pick-up and delivery of apparatus with District 13 as the party ultimately responsible for

pick-up and delivery. District 13 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 13 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 13 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 13 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 13 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 13.
 2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to District 13.
 3. The cost of parts OFD has in stock or are billed to OFD on behalf of District 13 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 13. District 13 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. 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 District 13 to the entity providing such services. For example, if towing is required, District 13 will pay the towing company directly.

V. Method of Payment

Vehicle Repair Interlocal Agreement between City of Olympia
And Thurston County Fire Protection District 13

- A. OFD will submit a monthly itemized invoice to District 13 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 13 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 13 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 13 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 13's Apparatus resulting from OFD's negligence while District 13'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 13 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 13.

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 13 is dissatisfied with the OFD's performance of its responsibilities under this Agreement, District 13 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 13 remains dissatisfied at the end of the three month period, District 13 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 13 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 13

PO Box 1967

Olympia, WA 98507-1967

THURSTON COUNTY FIRE PROTECTION DISTRICT 13

Attn: Fire Chief

Re: Interlocal Agreement with Olympia

3707 Steamboat Loop NW

Olympia, WA 98502

XVI. Interpretation and Venue

Vehicle Repair Interlocal Agreement between City of Olympia
And Thurston County Fire Protection District 13

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 13**

Mayor

Meredith Hutchins, Chair
Board of Fire Commissioners

Date: _____

Date: _____

Approved as to form

Darre Nienaber
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 13

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 (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 sindows
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 13

Vehicles to be included for service in interlocal agreement with City of Olympia

Pumpers :

- 1992 H & W,
- 1994 H & W
- 1997 H & W
- 2010 Pierce Contender
- 2016 Pierce LaSabre

Tenders:

- 1999 H & W
- 2004 H & W

Fleet #	Make/Model	Vin	Year	Designation	
2409	International Pumper	1HTSDN2R4N443334	1992	E13-3	
2410	International Pumper	1HTSDNGRORH549750	1994	E13-2	
2415	International Pumper	1HTSDADR1VH441904	1997	E13-4	
2417	International Tender	1HTSHADR7XH627714	1998	T13-2	
2418	Ford F-550 4x4	1FDAF57FXXED81035	1999	B13-1	
2421	International Tender	1HTWYAHT44JO2119	2004	T13-1	
2423	Chevrolet Tahoe	1GNFK03018R247557	2008	C13	
2424	Chevrolet Tahoe	1GNUKAE0XAR166492	2010	Bn13	
2425	Pierce Pumper	4P1CC01A0AA11420	2010	E13-1	
2427	Ford Aid Unit	1FDRF3HT1CEA42489	2012	A13-1	
2428	Ford Aid Unit	1FDR3HT7FEA89207	2015	A13-2	
2426	Ford Pickup	1FT7W2B68BEC30949	2012	U13-1	
2429	Pierce Pumper	n/a	2016	n/a	

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