

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

15804

**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;

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 Fire Department (OFD) to provide maintenance and repair services to The City of Tumwater Fire Department (TFD) for Apparatus owned and operated by the 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

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. Equipment covered.** The 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 the covered equipment as

necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of the equipment covered. Any Apparatus covered assumes that it also includes Fire Ground Equipment supporting such Apparatus.

6. Hours of Work. OFD's Fleet Service's normal working hours are from 7:00 a.m. to 4:00 p.m., 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 TUMWATER 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 has occasion to notify TFD the level of safety concern meets NFPA's criteria as determined by OFD, 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 2008-2009 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 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. In addition, TFD agrees to pay OFD for all service and parts provided by OFD and any costs associated with fluids and pick-up and delivery.

B. Expenses outlined herein shall be paid by 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. All labor services provided by OFD and the cost of parts OFD has in-stock will be directly billed by OFD to TFD.
4. Fluids used and replaced will be billed at the normal rates paid by OFD as well as fluid accountability requirements and any required disposal charges incurred by OFD.
5. Pick up and delivery charges will be directly paid by 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 maintenance & repair services provided by OFD and any other services provided under this Agreement.

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

VI. Amendments/Term Extensions

Either party to this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both parties prior to implementation, except labor costs which can be increased by OFD as provided in this Agreement. Certain updates are expressly authorized to be made by the OFD or 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

The 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.

VIII. Warranty

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

IX. Duration of Agreement

This Agreement shall be effective until November 1, 2011 unless otherwise terminated or extended in the manner described under the pertinent sections of this Agreement.

X. Termination of Agreement

Should either party choose to terminate this agreement, the party desiring to terminate the agreement must provide one year advance written notice to the other party, unless otherwise set forth in this Agreement.

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

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

XII. Entire Agreement

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

XIII. Recording

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

XIV. Notice

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

CITY OF OLYMPIA
Attn: Fire Chief
Re: Interlocal Agreement with Tumwater
PO Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER
Attn: Fire Chief
Re: Interlocal Agreement with Olympia
555 Israel Rd. SW
Tumwater, WA 98501

XV. Interpretation and Venue

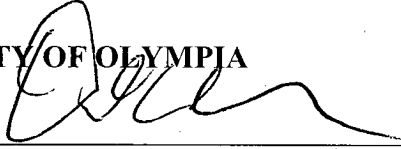
This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVI. Dispute Resolution

In the event of a dispute between the parties arising by reason of this Agreement, or any obligation hereunder, the dispute shall first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives shall meet within fourteen (14) calendar days of either party's request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

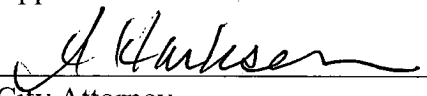
XVII. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

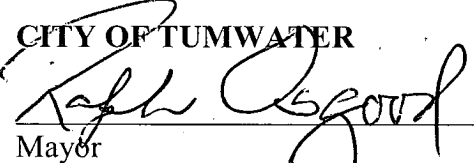
CITY OF OLYMPIA


Mayor

Date: 2-24-09

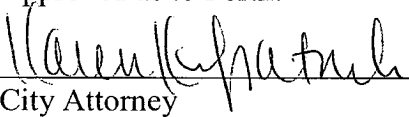
Approved as to Form:


City Attorney *ACA*

CITY OF TUMWATER


Mayor

Date: 3-3-09

Approved as to Form:


City Attorney

EXHIBIT A 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 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
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 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"

Tumwater Fire Department Equipment:

| YEAR | MAKE/MODEL | VIN | PLATE |
|------|----------------------------|-------------------|--------|
| 2000 | KME Fire Engine GS04232 | 1K0AF428XYN058118 | 25594D |
| 2000 | KME Fire Engine GS04321 | 1K9AF42884N058117 | 25595D |
| 1988 | KME 1871-WS | 1K9AF4 280JN05815 | 04394D |
| 1987 | Grumman F.C. - 750 | 1S9AT6DOXHC185216 | 01961D |