

See also M-1981

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

27035

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND MASON COUNTY FIRE DISTRICT 11
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 Mason County Fire District 11 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 pump testing to Mason County Fire District 11 (FD 11) for Apparatus owned and operated by FD 11. While FD 11 does have sufficient resources to provide such services, FD 11 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 FD 11 under the terms and conditions specified in this Agreement.

II. Definitions

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

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

Vehicle Repair Interlocal Agreement between City of Olympia
And Mason County Fire District 11

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.

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 pump testing of the Apparatus covered under the terms of this Agreement if FD 11 exercises the apparatus option listing that apparatus in Exhibit "A".
2. **OFD Repair Responsibilities:** Pump testing shall be scheduled and performed on a priority basis by OFD or an outside service provider as agreed upon by OFD and FD 11. Pump testing 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 FD 11 prior to work being performed by other service providers.
4. **Pump Testing Limitations:** OFD agrees to attempt to complete all pump testing requests within the time FD 11 requests or has scheduled with OFD. FD 11 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 test for FD 11 is set forth in the chart outlined in Exhibit "A" attached hereto. The Fire Chief of OFD and Fire Chief of FD 11 are authorized to amend Exhibit A as necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of Exhibit A and file with the City of Olympia City Clerk. 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 FD 11 all records of work performed at the time of billing. If FD 11 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 FD 11. 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 FD 11'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 FD 11 and OFD with FD 11 as the party ultimately responsible for pick-up and delivery. FD 11 remains responsible for any costs associated with pick-up and delivery.

B. Responsibilities of MASON COUNTY FIRE DISTRICT 11 shall be as follows:

1. **Notification of Pump Testing:** FD 11 agrees to notify OFD via the OFD designated email address, ofdfleetservices@ci.olympia.wa.us, when Apparatus is in need of pump testing. FD 11 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:** FD 11 agrees to provide the name and telephone number of a FD 11 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 FD 11 Fire Chief of any safety concern under Paragraph B, the Fire Chief of FD 11 is responsible for a timely response to OFD's recommendation, in writing.
4. **Pick-up and Delivery of Apparatus:** OFD and FD 11 shall coordinate all pick-up and delivery of apparatus with FD 11 as the party ultimately responsible for pick-up and delivery. FD 11 is responsible for any costs associated with pick-up and delivery.

IV. Payment (or Funding/Costs/etc.)

- A. Service 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 FD 11 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, FD 11 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. FD 11 shall have the option of terminating the Agreement with 45 days written notice upon being advised of a labor rate increase, and filing of any such increase together with this original agreement with the City of Olympia City Clerk.

- B. If applicable, expenses outlined herein shall be paid by FD 11 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 FD 11.
 2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to FD 11.
 3. FD 11 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 FD 11 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 FD 11.
 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 FD 11 to the entity providing such services. For example, if towing is required, FD 11 will pay the towing company directly.

V. Method of Payment

- A. OFD will submit a monthly itemized invoice to FD 11 for all OFD in-stock parts, fluid replacement, labor for completed pump testing, provided by OFD and any other services provided under this Agreement.
- B. FD 11 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 FD 11 Fire Chief under this Agreement and, when so authorized, must be made in writing and attached to this Agreement and filed with the City of Olympia City Clerk.

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

MASON COUNTY FIRE DISTRICT 11 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 FD 11's Apparatus resulting from OFD's negligence while FD 11'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. FD 11 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 FD 11.

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 renew each December 31st unless otherwise terminated as provided in 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 FD 11 is dissatisfied with the OFD's performance of its responsibilities under this Agreement, FD 11 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 FD 11 remains dissatisfied at the end of the three month period, FD 11 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 FD 11 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 Mason County Fire District 11

PO Box 1967

Olympia, WA 98507-1967

MASON COUNTY FIRE DISTRICT 11

Attn: Fire Chief

Re: Interlocal Agreement with Olympia

PO Box 743

Shelton, WA 98584

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 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

MASON COUNTY FIRE DISTRICT 11



City Manager

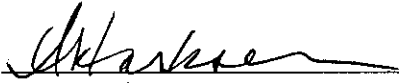


Brandon Searles, Fire Chief

Date: 10/23/2018

Date: 11/1/2018

Approved as to form



Deputy City Attorney

Date: _____

Exhibit “A” The Apparatus and Fire Ground Equipment OFD maintains for FD 11

Exhibit A

Mason County Fire District 11

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

Engines:

Tenders:

Unit #	Designation	VIN	Year	Make	Model
E1111	Engine 11-1	4S7HT809XXC032033	1999	E-One	Spartan
E1112	Tender 11-1	1FVHCYDC75HU90415	2005	E-One	Freightliner
E1113	Brush 11-1	1FDAW57R38EB25993	2007	Ford	F-550
E1112	Brush 11-2	1FTWX31R69EA84944	2009	Ford	F-350