

When recorded return to:  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF OLYMPIA AND THE STATE OF WASHINGTON**  
**FOR**  
**VEHICLE AND EQUIPMENT REPAIR & MAINTENANCE SERVICES**

**20888**

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their power 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 agencies 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 the State of Washington agree as follows:

**I. Purpose/Objectives**

The purpose of this Agreement is to allow the City of Olympia (CITY) to provide vehicle and equipment maintenance and repair services to the State of Washington, specifically, the Department of Enterprise Services (DES). DES does not have sufficient resources to provide such services and desires to have such services performed by the CITY. The CITY currently maintains appropriate facilities and sufficient personnel to perform the services, and agrees to extend this service to DES under the terms and conditions outlined in this Agreement.

## II. Scope of Agreement/Work

### A. Responsibilities of CITY shall be as follows:

1. **Eligible Vehicles & Equipment.** The CITY agrees to provide maintenance and repair on the DES equipment and vehicles listed in **Exhibit "A,"** at the request of DES.
2. **Scheduling Maintenance & Repair Work/Timeline.** All maintenance and repair work ("Work") will be scheduled by DES and performed by the CITY, or the CITY's chosen vendor, on an as needed basis, at the request of DES. The CITY will attempt to complete all Work within the time DES requests; however, DES recognizes that there may be instances when the CITY cannot meet the desired timeline. DES understands that CITY vehicle repair and maintenance has priority over DES Work.
3. **Charges for CITY Work.** The CITY will charge DES for all Work performed by the CITY at the hourly shop rate established in **Exhibit "B,"** plus applicable taxes and any other charges authorized in this Agreement. The CITY will invoice DES monthly for all Work performed during the prior month.
4. **Work performed by Outside Service Providers/Charges.** There may be occasions when the CITY will need to have Work performed by outside vendors. Such as engine repair work and/or bodywork The CITY will provide notice to DES prior to Work being performed by other vendors. Charges for the Work of outside vendors will be estimated and quoted to DES prior to performance of such Work. The CITY will facilitate and schedule the work with the outside vendors in behalf of DES. The CITY is not responsible for the quality of the outside vendor work and DES will be responsible for direct payment to the outside vendor, as well as transportation to/from the vendor.
5. **Hours of Work.** The CITY's regular working hours are from 5:30 am to 6:30 pm, Monday through Friday, except CITY designated holidays. The CITY will provide road call services, whenever possible, within the regular working hours as mentioned above.
6. **Service Location.** Services on DES equipment/vehicles will typically be performed at the CITY's Maintenance Center located at 1401 Eastside Street SE in Olympia, Washington, unless circumstances warrant the use of other CITY locations or the use of an outside vendor.

7. **Records/Documentation.** At the completion of any Work, the CITY will provide DES with a detailed job order sheet for the Work performed within two – three business days via email containing substantially the same info as contained in **Exhibit “D.”** If the CITY recommends any Work that DES does not authorize, the CITY will outline the recommended Work on the job order sheet. The CITY will keep reasonably itemized and detailed records covering the Work and will provide copies of any records pertaining to Work on DES vehicles to DES, upon request.

**B. Responsibilities of DES shall be as follows:**

1. **Scheduling Work.** DES agrees to notify the CITY via the CITY designated email address at [poolvehicles@ci.olympia.wa.us](mailto:poolvehicles@ci.olympia.wa.us), when DES would like to schedule Work for the CITY to perform.
2. **Preventive Maintenance Schedule.** It is DES’s responsibility to schedule any all Work. For time management purposes, Exhibit “C” outlines the preventative maintenance schedule that is anticipated by the CITY for DES vehicles and equipment.
3. **Transportation.** DES is solely responsible for all transportation of vehicles and equipment to and from the CITY service location, including transportation to and from the CITY maintenance facilities and/or DES facilities for any outside vendor services.
4. **Payment.** DES shall pay the CITY for all Work performed within thirty (30) days of receipt of a CITY invoice.

**III. Maximum Cost For Repairs - Extent of Work**

The cost for each repair work order shall not exceed One Thousand and no/100 Dollars (\$1,000.00) without written authorization of DES. DES Representative, identified below, will advise the CITY whether or not to proceed with specified repairs identified for particular vehicle/equipment when charges exceed the above amount. Equipment repair estimates provided by CITY are exactly that, estimates; if repair costs are expected to exceed the original estimate provided by over \$250, the CITY will contact DES for written permission to proceed with repairs.

**IV. Rates for Service**

Rates shall be as established in **Exhibit "B"** attached hereto and incorporated by reference. Rates shall apply to all Work performed by the CITY for DES at the CITY. Outside vendor service rates will be quoted at the time of each outside vendor service and shall be paid directly by DES. CITY rates may be amended on a yearly basis. The process for amendment shall be by written annual letter of notification from the CITY to DES no later than July 1st of each year, in accordance with the terms of this Agreement.

**V. Amendments/Term Extensions.**

Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to **Exhibits "A," "B," and "C"** as necessary for the proper administration of the program, so long as each amendment is in written form, signed by the authorized party for each entity, dated, filed with each entity prior to taking effect, and properly recorded in compliance with 39.34.040. All other amendments to this Agreement, including any extension of its term, shall be in writing and authorized by each party's respective governing authority prior to implementation.

<b>CITY:</b>	<b>DES:</b>
Deputy Director Public Works	Facility Support Services Manager
Debbie Sullivan	<i>Cory Noffsinger</i>
360-753-8484	<i>360.902.0961</i>
dsulliva@ci.olympia.wa.us	<i>cory.noffsinger@des.wa.gov</i>

**VI. Limited Repair Warranty**

**VI. Limited Repair Warranty**

The CITY warrants that all Work performed by CITY personnel as a part of this Agreement will be free from defects in workmanship from the date of service for thirty (30) calendar days, subject to the terms and conditions of this section.

- For this warranty to be operative, DES must have had all CITY recommended work performed as of the date that the CITY is said to have performed the defective Work.
- This limited warranty does not cover parts, except when a warranty is provided by the parts supplier.
- If the CITY is responsible for a defect, DES's sole remedy is for the CITY to correct the Work. In no event shall the CITY be responsible for any costs associated with the defect that exceed the cost of repairing the defective Work.
- The Limited Repair Warranty does not cover parts or equipment operable at the time work is performed by the CITY, which parts or equipment later fail due to any of the following reasons, as determined by the CITY:
  1. Normal deterioration, use and exposure or lack of required maintenance or upkeep.

2. Misuse, negligence, alteration, accident or fire.
3. Contaminated gasoline, foreign objects, bad gasoline, or other contaminants in fluids used in the vehicle, which were not obtained or purchased from the CITY.

The CITY makes no representation that it will discover any safety issue or defect, actual or potential.

**VII. Duration of Agreement**

This Agreement shall be effective from the date of the last authorizing signature affixed hereto until June 30, 2015 unless otherwise terminated or extended in the manner described in this Agreement. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY and DES.

**VIII. Termination of Agreement**

Should either party choose to terminate this Agreement, the party desiring to terminate must provide ninety (90) days advance written notice to the other party.

**IX. 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.

**X. Entire Agreement**

This Agreement along with the Exhibits incorporated by reference sets forth all terms and conditions agreed upon by CITY and the State of Washington, Department of Enterprise Services, and supersedes any and all agreements oral or otherwise specific to the subject matter address herein.

**XI. 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

**XII. Notices**

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

<b>CITY:</b> City of Olympia	<b>DES:</b> Department of Enterprise Services
Attn: Fleet and Facilities Supervisor	Attn: Facility Support Services manager
Re: Interlocal Agreement with DES	Re: Interlocal Agreement with City of Olympia
PO Box 1967	P.O. Box 41019
Olympia, WA 98501	Olympia, WA 98504-1019


**XIII. 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 the venue for enforcement of this Agreement is the Superior Court of Thurston County.

**XIV. 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, the parties agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Each party shall bear its own costs, with the exception of the cost of the actual mediation, which shall be split equally between the parties. Should mediation fail, the parties may avail themselves of other legal avenues to resolve the dispute.

DEPARTMENT OF ENTERPRISE SERVICES


BY:   
Tom Henderson  
Assistant Director of Division of Facility

Date: 11-5-13

OFFICE OF THE ATTORNEY GENERAL  
Approved As To Form:


\_\_\_\_\_  
Deputy Attorney General

CITY OF OLYMPIA

  
Stephen H. Buxbaum, Mayor

Date: October 22, 2013

Approved As To Form:

  
Assistant City Attorney

**EXHIBIT A**

**DES VEHICLE/EQUIPMENT LIST**

Per Section V, Amendments/Term Extensions of the Agreement, DES and the CITY have delegated authority to those staff members who hold the positions designated in that section to authorize amendments to Exhibits "A," "B," and "C" as necessary for the proper administration of the program, so long as each amendment is in written form, signed by the authorized party for each entity, dated, filed with each entity prior to taking effect, and properly recorded. All other amendments to this Agreement, including any extension of its term, shall be in writing and authorized by each party's respective governing authority prior to implementation.

Equipment Description	VIN/Serial#	License
1988 Ford Box Truck	9BFPH60P3JDMO1324	18317E
1990 Hino – Box Truck	JHBFE1754M2T10513	18316E
2003 International – 4300 Box Truck	1HTMMAAL13H586561	18397E
2003 Autocarr WXL42 – Rear Load Refuse Truck	5VCH16CE23N194728	18396E
2011 Peterbilt 320 Rear Load Refuse Truck	3BPZH58X6BF127272	24323E
2011 Peterbilt 320 Rear Load Refuse Truck	3BPZH58X6BF127273	24324E

**EXHIBIT "B"**

**VEHICLE REPAIR & MAINTENANCE RATES FOR THE YEAR: 2013-2014**

Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually and provided to DES no later than July 1st of each calendar year.

a. CITY inventory parts shall be supplied at cost + 36% for services provided in calendar year 2013, and, if applicable, any extended term.

b. During calendar year 2013 and 2014, CITY labor shall be provided at a cost, plus any applicable taxes, as follows:

Passenger car/light duty vehicle repair	\$120.00/Hr.
Heavy truck and equipment repair	\$120.00/Hr.
Small power equipment repair	\$120.00/Hr.
Overtime labor	shall be provided at 1.5 times the appropriate hourly rate
Road Calls (Includes travel time)	\$120/Hr.

Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.
- "Light Equipment" = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).
- "Heavy Equipment" = Trucks above 1-ton category (F450 equivalent and above) and including refuse trucks, dump trucks, vactor trucks, street sweepers, backhoes, aerial lift "bucket" trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at CITY cost plus labor for transporting to and from vendor at the CITY labor rate.



**EXHIBIT "C"**

**PREVENTATIVE MAINTENANCE SCHEDULE FOR THE YEAR: 2013 and 2014**

<b>Service Type</b>	<b>Frequency</b>	<b>Est. labor time</b>
3,000 mile service	Odometer -generated	3 hrs
Fuel Filter Change	Every 3,000 mile	0.5 hr
Transmission Service	1 per year	1.5 hrs
Air Dryer Service	1 per year	1 hr
Hydraulic Service	1 per year (refuse trucks only)	1 hr

EXHIBIT D



# Job Order

**City of Olympia-Public Works**  
**Fleet Operations (360)753-8376**

Date: \_\_\_\_\_  
 Job Order #: \_\_\_\_\_  
 Customer ID: \_\_\_\_\_  
 Vehicle: \_\_\_\_\_  
 VIN: \_\_\_\_\_

To: Cory Noffsinger  
 State of Washington - Department of Enterprise Services  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone]

Technician	Job	Payment Terms	Due Date
		Due upon receipt	

Repair 1	Description	Qty	Unit Price	Line Total
			\$ 120.00	
Repair 2	Description	Qty	Unit Price	

**Technician Notes**  
 Driver complained of vibration at speeds above 30mph from left front wheel. Left steer tire out of balance. Rebalanced and reinstalled. Test drove. No vibration.  
 Completed 3000 mi service. RR oil, air, and fuel filters. Noticed Brakes at 30%. Customer opted to not RR at this time.  
 Lubed chassis/body points.

Sub-Total	
8.8% Sales Tax	#VALUE!
Total	#VALUE!

**THIS IS NOT AN INVOICE**  
 City of Olympia Fleet Operations  
 P.O. Box 1967 Olympia, WA 98507-1967



STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
1500 Jefferson, Olympia, WA 98504

November 8, 2013

Thanh Jeffers  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

Dear Mr. Jeffers:

Please find enclosed a fully executed copy of Interlocal Agreement K2446 between the Department of Enterprise Services and City of Olympia.

If you have any questions please do not hesitate to contact me at (360) 407-9255 or [kris.gorgas@des.wa.gov](mailto:kris.gorgas@des.wa.gov).

Sincerely,

Kris Gorgas  
Contract Specialist

Enc: Agreement