

When signed return to:
 City of Olympia
 Attn: City Clerk's office
 PO Box 1967
 Olympia, WA 98507-1967

**AGREEMENT BETWEEN
 THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
 FOR
 FIRE DEPARTMENT VEHICLE REPAIR & MAINTENANCE SERVICES**

Whereas, RCW 35A.11.010 permits cities governed under the optional municipal code to contract and be contracted with; and

Whereas, pursuant to OMC 3.16.030, the city manager or city manager's designee, is authorized to approve and execute on behalf of the City of Olympia any contract not otherwise subject to Council approval;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (City) and the City of Tumwater (Tumwater) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow the City of Olympia (City), through its Fire Department, the Olympia Fire Department (OFD), to provide maintenance and repair services to the City of Tumwater (Tumwater), through its Fire Department, the Tumwater Fire Department (TFD), for Apparatus and other equipment owned and operated by Tumwater. Tumwater 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 Tumwater under the terms and conditions specified in this Agreement.

II. Definitions

In this Agreement, the following terms 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 "B" as set forth herein or updated in accordance with this Agreement.

Vehicle Repair Agreement between City of Olympia
 And Tumwater Fire Department

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 “C” as set forth herein or updated in accordance with this Agreement.

III. Scope of Agreement/Work

A. Responsibilities of OFD, acting for the City, are as follows:

1. **OFD Maintenance Responsibilities:** OFD shall perform, or cause to be performed by its chosen service provider, routine maintenance of the Apparatus covered under the terms of this Agreement
2. **OFD Repair Responsibilities:** OFD shall schedule and perform modifications and repairs to the Apparatus and Fire Ground Equipment on a priority basis. At OFD’s option, such modifications may be performed by City’s chosen service provider, pursuant to subsection 3, below. OFD will charge TFD for repairs and modifications at the hourly shop rate established in this Agreement, in addition to any other applicable charges authorized in this Agreement. OFD is not responsible for any equipment left on the vehicle that is not being repaired or maintained while it is at an OFD facility
3. **Work performed by Outside Service Providers:** OFD will provide notice to TFD prior to work being performed by another service providers. OFD gives no express or implied warranty for services or parts provided by an outside service provider if such items were direct billed to TFD. OFD is not responsible for any damage to TFD’s Apparatus resulting from accidental or negligence while TFD’s Apparatus is being serviced, maintained, repaired, or stored by an outside service provider
4. **Maintenance and Repair Limitations:** OFD shall attempt to complete all maintenance and repair requests for Apparatus and Fire Ground Equipment within the time requested by TFD. TFD is aware that there may be times when OFD cannot complete maintenance or repairs within the requested time. OFD will make every attempt to maintain or repair all Front-Line Apparatus within the requested time.

5. **Covered Apparatus and Equipment:** OFD shall maintain that Apparatus and Fire Ground Equipment OFD listed in the chart in Exhibit "A" attached hereto. The Fire Chief of OFD and Fire Chief of TFD 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". 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 5:30 pm, Monday through Friday, except City holidays.
7. **Documentation and Safety Concerns:** OFD shall supply to TFD record 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 must 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:** Pick-up and delivery of Apparatus may be a joint effort between TFD and OFD with TFD as the party ultimately responsible for pick-up and delivery. TFD is responsible for and shall pay any costs associated with pick-up and delivery. OFD is not responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

B. Responsibilities of TUMWATER FIRE DEPARTMENT (TFD) are as follows:

1. **Notification of Repair and/or Maintenance:** The Tumwater Fire Department (TFD) shall 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, shall participate in the OFD preventative maintenance program as outlined in attached Exhibits "B" and "C". 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 shall 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 notifies the TFD Fire Chief of any safety concern under this Section B, the Fire Chief of TFD shall timely respond 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 and shall pay any costs associated with pick-up and delivery. OFD will not be responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

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

- A. Service and repair charges to TFD are on an hourly basis rounded to the nearest 15 minutes. The shop rate for service is \$136.00 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, which will be added to each invoice. In addition, TFD shall 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. TFD may terminate the Agreement with 45 days written notice to the City upon being advised of a labor rate increase.
- B. TFD shall pay expenses outlined in this Agreement 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 TFD.
 2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to TFD.
 3. The cost of parts OFD has in stock or are billed to OFD on behalf of TFD will be assessed a 36% mark-up. This cost for parts and all labor services provided by OFD will be directly billed by OFD to TFD. TFD has 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 part(s) in lieu of the normal 36% 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. The parts mark-up 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 10% so long as TFD receives notification of the

increase at least 30 days prior to implementation of the new parts mark-up rate. Fees do include Washington State sales tax, which will be added to each invoice.

4. Fluids used and replaced will be billed for at the normal rates paid by OFD, plus a 36% mark-up, as well as fluid accountability requirements and any required disposal charges incurred by OFD.
5. TFD shall pay pick-up and delivery charges directly to the entity providing such services. For example, if towing is required, TFD shall pay the towing company directly.

V. Method of Payment

- A. OFD shall submit a monthly itemized invoice to TFD 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. TFD shall make payment within 30 days of receipt of an invoice.

VI. Amendments

Either party to this Agreement may request an amendment or term extension. Any amendment must be negotiated and agreed to by both parties prior to implementation, except labor costs and parts/fluid mark-up percentage, 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 must be made in writing and approved prior to implementation.

VII. Indemnification

The CITY OF TUMWATER and the City each shall 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 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 TFD 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 must be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance with limits not less than \$2,000,000 per occurrence and aggregate.
- D. The aforementioned insurance requirements for the City of Olympia may be fulfilled by the City of Olympia's membership and coverage with the Washington Cities Insurance Authority, a self-insured risk pool. Any payment of deductible or self-insured retention of such coverage is the sole responsibility of OFD.
- E. TFD 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 is the sole responsibility of TFD.

IX. Warranty

Except as expressly provided below, the CITY 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 that 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 is 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 is effective from the date of last authorizing signature below until December 31, 2024, 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 shall provide one year advance written notice to the other party, unless otherwise set forth in this Agreement. In addition, in the event TFD is dissatisfied with the OFD's performance of its responsibilities under this Agreement, TFD shall provide OFD with a written notice of dissatisfaction that specifically identifies the details of the OFD's alleged performance deficiencies. OFD has three months from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event TFD remains dissatisfied at the end of the three-month period, TFD may terminate the Agreement by providing OFD with an additional 3 months written notice.

XII. No Separate Legal Entity Created/Property

No separate legal entity is created under this Agreement. Each party maintains 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 TFD and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

XIV. Notice

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

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

CITY OF TUMWATER
Attn: Fire Chief
Re: Agreement with the City of Olympia
555 Israel Road SW
Tumwater, WA 98501

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

XV. Interpretation and Venue

This Agreement is governed by the Laws of the State of Washington as to interpretation and performance. Any lawsuit related to or arising out of this Agreement must be brought and maintained in Thurston County Superior Court, which is the exclusive venue for any such action.

XVI. Dispute Resolution

In the event of a dispute between the parties arising out of this Agreement, or any obligation under this Agreement, the dispute must first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives shall meet within 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 matter will be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation must be borne equally by the parties.

XVII. Ratification

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

XVIII. Effective Date

The Agreement takes effect as of the date of the last signature below.

SIGNATURES ON FOLLOWING PAGE

CITY OF OLYMPIA

CITY OF TUMWATER

Steven J. Burney, City Manager

Debbie Sullivan, Mayor

Date: _____

Date: _____

Attest:

Melody Valiant, City Clerk

Approved as to form

Approved as to form

Deputy City Attorney

Karen Kirkpatrick, City Attorney

Date: _____

Date: _____

- Exhibit "A" The Apparatus and Fire Ground Equipment OFD maintains for the TFD
- Exhibit "B" Apparatus/Fire Engine Annual Inspection Form
- Exhibit "C" Apparatus/Fire Engine Quarterly Inspection Form

EXHIBIT A
Tumwater Fire Department

Vehicle ID	Model Year	Make	Vehicle Description	VIN #
3097	2000	CHE	2000 Chevrolet Silverado TFD	2GCE19VXY1337633
3098	2011	FOR	2011 Ford Explorer TFD	1FMHK8B86BGA54245
3099	2014	FOR	2014 Ford F150 - TFD	1FTEX1EM7EKE58634
3100	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF4288YN058117
3101	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF428XYN058118
3104	2012	PRC	PIERCE VEL PUMP-TFD	4P1CV01D2DA013324
3105	2019	PRC	2019 Pierce Velocity - TFD	4P1BAAGF4KA020021

EXHIBIT B
Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Agency _____	W/O # _____
Apparatus # _____	Date _____
Next service due _____	Date _____
Mileage _____	Mileage _____
Eng. Hrs _____	Pump Hrs _____
Road test	Before _____ After _____
Vehicle weight	FA _____ RA _____ RRA _____
Service brake test	Feet _____ Park brake test _____
Check vehicle write ups/parts board _____	
Change engine oil & Filter(s)	Type _____ Quantity _____
Change fuel filters _____	
Fuel Additive _____	
Change transmission fluid (as needed, Triton biennial change)	
Type _____	Quantity _____
Change transmission Filter(s) _____	
Change differential fluid (as Needed) _____	
Change transfer case oil _____	
Check for water leaks (fire pump area) _____	
Lube complete chassis _____	
Check u-joints _____	
Check exhaust system (leaks) _____	
Check steering components (tie rods, ends, draglink) _____	
Torque U-Bolts	Spec. _____
Check wheel seals _____	
Change wheel hub oil _____	
Check frame and suspension (springs, pins, u-bolts, cross mbrs.) _____	
Check shocks _____	
Check King Pins _____	
Check TAK-4 B/J	Upper Left _____ Upper Right _____
	Lower Left _____ Lower Right _____
Check TAK-4 Ride Height _____	
Check Toe-in on steer axle	Front _____ in. Rear _____ in.
Check cab and body mounts _____	
Check brakes (Adj. manual) _____	
Brake Appl. Stroke	FA _____ RA _____ RRA _____
Check for Air leaks (brakes applied and released) _____	
Drain air tanks _____	
Check wet tank pressure _____	
Replace air dryer cartridge _____	
Air brake system check (hoses & components) _____	
Check lug nuts (torque & rust trails)	Torque spec. _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT B
Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Check all tires (curbing, cuts, wear and pressure) _____

	Front	Rear	Rear
Depth	LF _____ /32	LRO _____ /32	RRO _____ /32
	RF _____ /32	LRI _____ /32	RRRI _____ /32
		LRRO _____ /32	RRRO _____ /32
		LRRRI _____ /32	RRRI _____ /32
Pressur	LF _____ psi	LRO _____ psi	RRO _____ psi
	RF _____ psi	LRI _____ psi	RRRI _____ psi
		LRRO _____ psi	RRRO _____ psi
		LRRRI _____ psi	RRRI _____ psi

Pressure test cooling system _____ psi. _____

Change coolant filter _____

Check coolant Level _____ Nitres _____ Degrees _____ PH _____

Change power steering Filter _____ Type _____ Quantity _____

Change air filter _____

Check ember screen _____

Check & record on-board charger _____ Voltage _____

Check auto eject operation _____

Check batteries (cables & corrosion) _____

Load test batteries & record :

	#1	#2	#3
	#4	#5	#6

Replace all belts (as needed) _____

Check all hoses (for leaks and wear) _____

Check low air warning devices _____

Check air governor cutout/air dryer (120 psi) _____

Check auto pump cut in & cut out pressure _____

Lube treadle valve pin _____

Observe all gauge operation (oil, water temp and amp) _____

Check windshield washer fluid, change wipers _____

Check windows (chips, cracks, seals and operation) _____

Clean windows _____

Check heaters, fans and air conditioning _____

Check interior (seats, door panels, carpets and mats) _____

Check interior lighting (cab & body compartments) _____

Check seat belts (condition, operation, cleanliness) _____

Exterior (door operation, hood, compartment) _____

Check door and compartment lock operation _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT B
Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Check ladder rack operation _____
 Check ladder rack hydraulic fluid _____

Check fire pump switch and lighting _____
 Check primer pump fluid _____
 Check primer pump operation _____
 Check pump relief valve or governor operation _____
 Check pump panel valve operation _____ Lube & Clean Handles _____
 Check foam system _____
 Check anodes/inlet screens _____
 Check PTO if equipped _____
 Check hydraulic fluid & change filters (Generator, foam, etc.) _____
 Check all emergency lighting, sirens, and horns _____
 Check opticom system _____
 Check all DOT lighting and horns, _____
 Adjust headlights _____
 Check mirrors (cracks, security) _____

Service positive pressure fan	Type _____	Quantity _____
Service portable generator	Type _____	Quantity _____
Service On-Board Generator	Oil type _____	Quantity _____
Oil filter _____	Fuel Filter _____	Voltage output _____
Air Filter _____	Coolant level _____	

Check/ reset prognostics, service reminders _____
 Check for codes/ DPF regen _____
 Steam clean _____
 Install service sticker _____
 Repairs needed: _____

EXHIBIT C
Tumwater Fire Department

APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION

Initial if okay, mark with an "X" if repairs are needed

Agency _____		W/O # _____	
Apparatus # _____	Date _____	Eng. Hrs _____	Mileage _____
Next service due _____	Date _____		Mileage _____
Road test _____	Before _____	After _____	Pump Hrs _____
Check vehicle write ups/parts board _____			
Change engine oil _____	Type _____	Quantity _____	
Change fuel filters _____			
Fuel Additive _____			
Check differential fluid _____			
Check transfer case oil _____			
Check for water leaks (fire pump area) _____			
Lube complete chassis _____			
Check exhaust system (leaks) _____			
Check steering components (tie rods, ends, draglink) _____			
Check wheel seals _____			
Check hub oil _____			
Check frame and suspension (springs, pins, u-bolts, cross mbrs.) _____			
Check cab and body mounts _____			
Check brakes (Adj. manual) _____			
Brake Appl. Stroke _____	FA _____	RA _____	RRA _____
Check for Air leaks _____			
Check wet tank pressure _____			
Drain air tanks _____			
Check all tires (curbing, cuts, wear and pressure) _____			
	Front	Rear	Rear
Depth	LF _____ /32	LRO _____ /32	RRO _____ /32
	RF _____ /32	LRI _____ /32	RRRI _____ /32
		LRRO _____ /32	RRRO _____ /32
Pressure	LF _____ psi	LRO _____ psi	RRO _____ psi
	RF _____ psi	LRI _____ psi	RRRI _____ psi
		LRRO _____ psi	RRRO _____ psi
		LRRI _____ psi	RRRI _____ psi
Pressure test cooling system _____			
Check coolant Level _____	Nitres _____	Degrees _____	PH _____
Check power steering fluid _____			
Check transmission fluid _____			

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT C
Tumwater Fire Department

APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION

Initial if okay, mark with an "X" if repairs are needed

Check air filter _____
Check onboard charger Voltage _____
Check batteries (cables & corrosion) _____
Check all belts & hoses (for cracks and looseness, adj. as needed) _____
Check low air warning devices _____
Check air governor cutout/air dryer (120 psi) _____
Check auto pump cut in & cut out pressure _____
Observe all gauge operation (oil, water temp and amp) _____
Check windshield washer fluid/wipers _____
Check windows (chips, cracks, seals and operation) _____
Clean windows _____
Check heaters, fans and air conditioning _____
Check interior (seats, door panels, carpets and mats) _____
Check interior lighting (cab & body compartments) _____
Check seat belts (condition, operation, cleanliness) _____
Exterior (door operation, hood, compartment) _____
Check door and compartment lock operation _____
Check fire pump switch and lighting _____
Check primer pump fluid _____
Check primer pump operation _____
Check pump relief valve or governor operation _____
Check hydraulic fluid (Generator, foam, etc.) _____
Check all emergency lighting, sirens, and horns _____
Check all DOT lighting and horns, _____
Check mirrors (cracks, security) _____
Check/ reset prognostics, service reminders _____
Check for codes/ DPF regen _____
Steam clean _____
Install service sticker _____
Repairs needed: _____

