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. <u>Purpose/Objective</u>

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, *ofdfleetservices@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.
- 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 \$175.00 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 39% 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 39% 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 39% 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 commences on January 1, 2025, and continues through December 31, 2026, 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. <u>Notice</u>

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. <u>Interpretation and Venue</u>

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.

CITY OF OLYMPIA	TUMWATER FIRE DEPARTMENT		
Steven J. Burney, City Manager	Debbie Sullivan, Mayor		
Date:	Date:		
	Attest:		
	Melody Valiant, City Clerk		

Vehicle Repair Agreement between City of Olympia And Tumwater Fire Department

Approved as to form		Approved as to form		
Deputy City A	Attorney	Karen Kirkpatrick, City Attorney		
Date:		Date:		
Exhibit "A" Exhibit "B" Exhibit "C"	The Apparatus and Fire Ground Eq Apparatus/Fire Engine Annual Insp Apparatus/Fire Engine Quarterly Ir			

# 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	Mileage		<u>_</u>	ng. Hrs	
Next service due	Date	Mileage		F	ump Hrs	
Road test	Before	After				
Vehicle weight		FA	RA		RRA	
Service brake test		Feet	Pa	ark bral	ke test	
Check vehicle write	e ups/parts	board				
Change engine oil	& Filter(s)		Type	G	uantity	
Change fuel filters						
Fuel Additive						
Change transmissi	on fluid (as	needed, Trito	n biennial	change	<del>)</del>	
Туре			Quantity			
Change transmissi	on Filter(s)					
Change differential	l fluid (as N	leeded)				
Change transfer ca						
Check for water lea	aks (fire pu	mp area)				
Lube complete cha	issis					
Check u-joints						
Check exhaust sys		s)				
Check steering cor	mponents (	tie rods, ends,	draglink)	_		
Torque U-Bolts		Spec.		_		
Check wheel seals						
Change wheel hub						
Check frame and s	suspension	(springs, pins,	u-bolts, c	ross m	ors.)	
Check shocks						
Check King Pins						
Check TAK-4 B/J	U	pper Left	Upper Right			
	Lo	ower Left	Lo	wer Ri	ght	
Check TAK-4 Ride	_					
Check Toe-in on st			Front	in.	Rear	in.
Check cab and boo						
Check brakes (Adj.						
Brake Appl. Stroke					RRA	
Check for Air leaks	(brakes a	pplied and rele	ased)			
Drain air tanks						
Check wet tank pre						
Replace air dryer o	artridge					
Air brake system c						
Check lug nuts (to	rque & rus	t trails)	T(	orque s	pec	

# 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, wea	r and press	ure)		
Front		Rear		Rear	
Depth	LF/32	LRO	/32	RRO	/32
	RF /32	LRI	/32	RRI	/32
		LRRO	/32	RRRO	/32
		LRRI	/32	RRRI	/32
Pressur	LF psi	LRO	psi	RRO	psi
	RF psi	LRI	psi	RRI	psi
		LRRO	psi	RRRO	psi
		LRRI	psi	RRRI	psi
Pressure test	cooling system			psi.	
Change coola	nt filter				
Check coolant	t Level Nitres	s D	egrees	PH	
Change powe	r steering Filter		Туре	Quantity	
Change air filt	er				
Check ember	screen				
Check & record on-board chargerVoltage					
Check auto ej	ect operation				
Check batterie	es (cables & corrisio	n)			
Load test batte	eries & record:	#1	#2	#3	
		#4	#5	#6	
Replace all be	elts (as needed)				
Check all hose	es (for leaks and we	ear)			
Check low air	warning devices				
Check air gov	warning devices ernor cutout/air drye	er (120 ps <u>i)</u>			
Check auto pu	ump cut in & cut out	pressure _			
Lube treadle v	/alve pin				
Observe all ga	auge operation (oil,	water temp	and amp)		
Check windsh	ield washer fluid, ch	ange wiper	s		
Check window	vs (chips, cracks, se	als and ope	eration)		
Clean window	s				
	s, fans and air condi				
Check interior	(seats, door panels	s, carpets ar	nd mats)		
Check interior lighting (cab & body compartments)					
Check seat be	elts (condition, opera	ation, cleanl	iness)		
	operation, hood, co				
Check door ar	nd compartment loc	k operation			

# EXHIBIT B Tumwater Fire Department

### APPARATUS/FIRE ENGINE ANNUAL INSPECTION

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

Check ladder rack ope	eration			
Check ladder rack hyd	Iraulic fluid			
Check fire pump switc	h and lighting			
Check primer pump flu	uid			
Check primer pump of	peration			
Check pump relief val	ve or governo	r operati	ion	
Check pump panel val	lve operation .		Lube & Clean H	andles
Check foam system				
Check anodes/inlet so				
Check PTO if equippe	d			
Check hydraulic fluid 8				)
Check all emergency I	0 0,	, and ho	rns	
Check opticom system	1 <u></u>			
Check all DOT lighting	and horns,			
Adjust headlights				
Check mirrors (cracks				
Service positive press	ure fan	Type	Oil type	Quantity
Service portable gene	rator	Type		Quantity
Service On-Board Ger	nerator		Oil type	Quantity
Oil filterFu	el Filter		Voltage output	
Air Filter Co	olant level			
Check/ reset prognost	ics,service re	minders		
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 #		Eng. Hrs	Mileage		
Next service d	ue Date		Mileage		
Road test	Before	After	Pump Hr	'S	
Check vehicle v	vrite ups/parts bo	ard			
Change engine	oil	Ty	pe (	Quantity	
Change fuel filte	ers				
Fuel Additive					
Check differenti	ol fluid				
Check transfer	- 1				
Check for water	leaks (fire pump	aroa)			
Lube complete	chassis				
Check exhaust	system ( leaks)				
Check steering	components (tie i	rods, ends, drag	link)		
Check wheel se	eals				
Check hub oil					
Check frame an	d suspension (sp	rings, pins, u-bo	lts, cross mb	ors.)	
Check cab and	body mounts				
Check brakes (A	Adj. manual)				
Brake Appl. Str	okeFA	RA			
Check for Air le	aks				
Check wet tank	pressure				
Drain air tanks					
Check all tires (	curbing, cuts, we	ar and pressure)	)		
Front		Rear		Rear	
Depth	LF /32 RF /32	LRO	/32	RRO_	/32
	RF /32	LRI	/32	RRI	/32
		LRRO	/32	RRRO	/32
		LRRI	/32	RRRI_	/32
Pressure	LF <u>p</u> si	LRO	<u>p</u> si	RRO _	psi
	RFpsi	LRI	<u>p</u> si	RRI_	psi
		LRRO	<u>p</u> si	RRRO_	psi
		LRRI	<u>p</u> si	RRRI_	psi
Pressure test co					
	_ev <u>el</u> Nitre	es Degre	ees	PH _	
Check power st					
Check transmis	sion fluid				

# 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 & corrision)
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)
Observe all gauge operation (oil, water temp and amp)
Charle windshield weeker fluid/winers
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: