

INTERLOCAL AGREEMENT FOR FIRE APPARATUS SERVICE

THIS AGREEMENT is entered into between **PUGET SOUND REGIONAL FIRE AUTHORITY**, a Washington Municipal Corporation ("Puget Sound Fire"), and **Enumclaw Fire Department**, a Washington Municipal Corporation ("Enumclaw Fire").

- 1. PURPOSE.** The purpose of this Fire Apparatus Service Agreement ("Agreement") is to provide the necessary maintenance and repair of fire Apparatus equipment owned and operated by Enumclaw Fire in order to maintain quality emergency services. Puget Sound Fire currently has the facilities and personnel to perform this necessary service and is willing to extend this service to Enumclaw Fire. It is recognized that fire and emergency Apparatus are unique vehicles that require special attention. This type of service and repair can better be performed by personnel that only repair emergency Apparatus, and this same service cannot be provided by the local customary repair shop or garage. This Agreement is made and entered into pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act.

- 2. DEFINITIONS.**
 - 2.1. "Apparatus" shall include aerials, pumpers, tenders, aid cars, and support units, or any other fire safety or emergency equipment designated by the parties; all as more particularly designated in **Exhibit A** subject to change as provided in Paragraph 9.

 - 2.2. "Preventative Maintenance and Repair" means those items of work specified by the Apparatus manufacturer as maintenance, preventative maintenance, or scheduled replacement or repairs at the frequencies specified by the manufacturer and as indicated in the scope of work established in **Exhibit B** "Scope of Work."

 - 2.3. "Designated Site" means the location where apparatus maintenance will be performed. The location may be anywhere that is mutually agreed upon by both parties. However, the primary and usual location will be the fire apparatus maintenance shop for the Puget Sound Fire.

- 3. PUGET SOUND FIRE RESPONSIBILITIES.**
 - 3.1. Upon delivery to the Designated Site, Puget Sound Fire shall be responsible for performing Preventative Maintenance and Repair of Apparatus covered under the terms of this Agreement. On request of Enumclaw Fire, and provided Puget Sound Fire has qualified personnel available, Puget Sound Fire may pick up or deliver Apparatus from or to Enumclaw Fire. Pickup and delivery services shall be billed to Enumclaw Fire as an Extra Charge at the Puget Sound Fire personnel's regular rates for the time incurred.

 - 3.2. If Enumclaw Fire does not make the Apparatus available at the frequency required by the equipment manufacturer, the Puget Sound Fire is not responsible or liable for any adverse condition related to Preventative Maintenance or Repair.

 - 3.3. If the parties agree that it is warranted, Puget Sound Fire Maintenance staff may place Apparatus out of service for safety reasons and is authorized to keep the Apparatus out of service until safety repairs are properly completed.

4. ENUMCLAW FIRE RESPONSIBILITIES.

- 4.1. Enumclaw Fire is responsible to ensure that its Apparatus meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
 - 4.2. Enumclaw Fire may perform minor maintenance and upkeep on its Apparatus.
 - 4.3. Enumclaw Fire is responsible for delivering its Apparatus to the Designated Site.
 - 4.4. Enumclaw Fire will not permit work on its Apparatus by other maintenance personnel that are not authorized to perform the work by the manufacturer and Puget Sound Fire maintenance staff.
 - 4.5. Enumclaw Fire is responsible for all outside services not covered by this Agreement, including, without limitation, towing, flat tire repairs, purchase and installation of tires, emission testing and adjustments, and any other outside service not covered by the Puget Sound Fire.
 - 4.6. Enumclaw Fire is responsible for paying the Puget Sound Fire for all services rendered by the Puget Sound Fire under this Agreement pursuant to the terms of this Agreement.
- 5. HOURS OF WORK.** Routine maintenance and repair work will be scheduled during the Puget Sound Fire's normal work period, which is 6:30 a.m. to 4:00 p.m., Monday through Friday except for Puget Sound Fire holidays.
- 6. EMERGENCY AND OTHER SERVICE REQUESTS.** With authorization by Enumclaw Fire, Puget Sound Fire may provide emergency services, and services, maintenance, repairs and modifications beyond Preventative Maintenance and Repair, if the Puget Sound Fire determines that it has adequate time and resources.
- 7. EMERGENCY AND EXTRA CHARGES.** Labor for any repairs that are performed at any time other than during the Puget Sound Fire's normal work period, as defined in Paragraph 5, shall be billed at the mechanic's overtime rate. Enumclaw Fire will designate a person to authorize the order of such work. Enumclaw Fire may designate other persons from time to time if it delivers prior written notice of that designation to the Puget Sound Fire. The Puget Sound Fire will provide a statement of the hours worked and parts used for the apparatus requiring service. Emergency call-out will be charged at the mechanic's overtime rate, for a minimum of 4 hours, portal to portal.
- 8. CHARGES FOR PREVENTATIVE MAINTENANCE AND REPAIR.** Enumclaw Fire will pay Puget Sound Fire \$45,583 (August 1, 2017 through December 31, 2017 for the services in 2017, plus applicable Washington State Sales Tax (Amount prorated based on an annual base charge of \$109,400). The annual base charge shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June. The 2017 charge will be paid in five monthly installments beginning August 1, 2017. Future annual charges will be paid in twelve equal monthly payments. In addition, Enumclaw Fire will reimburse the Puget Sound Fire the entire cost of all parts, fluids, and materials used to perform maintenance and repairs on the Apparatus plus applicable sales tax. No surcharges will be added to the parts, fluids, and materials costs.

- 9. MODIFICATIONS TO EXHIBIT.** A. The Administrator or designee of Enumclaw Fire and the Fire Chief or designee of Puget Sound Fire may negotiate changes, amendments, and modifications to Exhibit A if mutually agreed to in writing. If Enumclaw Fire desires to add Apparatus to the list of covered Apparatus, it must provide the Puget Sound Fire's Fire Chief at least 30 days prior written notice. Enumclaw Fire may remove Apparatus from Exhibit A by notifying the Puget Sound Fire in writing of the removal. Such removal shall be effective as of the date the Puget Sound Fire receives this notice. The parties shall negotiate mutually agreeable changes to the annual fee when Exhibit A is modified.
- 10. TERM OF AGREEMENT.** This Agreement shall be effective on the date this Agreement is executed by both parties and shall continue until either Party gives notice of termination of this Agreement with a (1) one year written notice of its intent to terminate. Any termination under this provision will be effective on December 31st of the year following the year the notice is given.
- 11. LIMITED WARRANTY.** The Puget Sound Fire will repair or replace any new parts (except parts not covered by a manufacturer warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and the Puget Sound Fire shall not be liable for any consequential, incidental or commercial damages related to the Preventative Maintenance and Repair work in excess of the costs of the specific repairs. The Puget Sound Fire disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the Preventative Maintenance and Repair work. No warranty, whether expressed or implied, extends beyond 90 days.
- 12. INDEMNIFICATION.** Each party shall indemnify and hold the other party and the other party's agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of both parties, and/or their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of each party; and provided further, that nothing herein shall require one party to hold harmless or defend the other party, its agents, employees and/or officers from any claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
- 13. INSURANCE.** The Puget Sound Fire 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 Puget Sound Fire, its agents, representatives, employees, subconsultants or subcontractors. Before beginning the work described in this Agreement, the Puget Sound Fire shall provide a Certificate of Insurance evidencing:
- 13.1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- 13.2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

- 13.3. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate.
- 13.4. Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from the Puget Sound Fire's Insurance Company confirming that Enumclaw Fire and Puget Sound Fire are fully covered for any damage to Enumclaw Fire's Apparatus while it is being serviced, maintained, repaired or stored by Puget Sound Fire.
- 13.5. Any payment of deductible or self-insured retention shall be the sole responsibility of the Puget Sound Fire.
- 13.6. Enumclaw Fire shall be named as an additional insured on the insurance policies, as respects work performed by or on behalf of Puget Sound Fire and a copy of the endorsement naming Enumclaw Fire as additional insured shall be attached to the Certificate of Insurance.
- 13.7. The Puget Sound Fire's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 13.8. The Puget Sound Fire's insurance shall be primary insurance as respects Enumclaw Fire, and Enumclaw Fire shall be given thirty (30) calendar days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

14. MISCELLANEOUS PROVISIONS:

14.1. **Audit.** The Puget Sound Fire shall permit Enumclaw Fire, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Puget Sound Fire's offices, all of the Puget Sound Fire's pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Puget Sound Fire shall permit Enumclaw Fire to copy any of these books and records upon Enumclaw Fire's request, subject to payment of the Puget Sound Fire's reasonable costs incurred in making those copies.

14.2. **Addresses for Notices.** All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

Puget Sound Regional Fire Authority
24611 116th Ave SE
Kent WA 98030
Attn: Jim Schneider, Fire Chief

Enumclaw Fire
1330 Wells Street
Enumclaw, WA 98022
Attn: Randy Fehr, Fire Chief

or such other addresses as either party may, from time to time, designate in writing.

14.3. **Amendments.** Except as provided in Paragraph 8 of this Agreement, no modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

14.4. **Applicable Law Venue.** This Agreement shall be construed and interpreted in with the laws and under the jurisdiction of the State of Washington. The venue of any action brought under this Agreement shall be brought and filed in the Superior Court for King County, located at the Regional Justice Center in Kent, Washington.

14.5. **No Waiver.** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

14.6. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Puget Sound Fire or of Enumclaw Fire, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

14.7. **Ratification.** This Agreement is subject to ratification by the Puget Sound Fire Governing Board, in the event the Agreement is not ratified, it shall terminate immediately upon Puget Sound Fire's written notice to Enumclaw.

15. **DUPLICATE ORIGINALS.** This agreement may be executed in duplicate originals.

PUGET SOUND REGIONAL FIRE
AUTHORITY

By: Jim Schneider
Jim Schneider, Fire Chief

Date: 08.22.2017

APPROVED AS TO FORM

[Signature]
RFA Attorney

Enumclaw Fire

By: Randy Behr

Date: 9/18/17

APPROVED AS TO FORM

[Signature]
Attorney

EXHIBIT A

Enumclaw Fire

Apparatus as of January 2017

Pumpers

Apparatus #	Year	Make	VIN	License	Status
15-2	2007	Rosenbauer			
2805	2001	H&W/Spartan			
2808	1998	Seagraves/Tender			
2814	1997	International/Tender			
2812	1991	Seagraves			

Ladder Trucks

Apparatus #	Year	Make	VIN	License	Status
15-1	2013	Rosenbauer			

Aid Cars

Apparatus #	Year	Make	VIN	License	Status
2804	2010	Ford E-450			
2803	2006	Ford E-350			
2802	2002	Ford E-350			

Miscellaneous Support Vehicles

Apparatus #	Year	Make/Model	VIN	License	Status
C-28	2010	Ford F-150			
2801	2007	Ford F-350			
2810	2004	Ford F-550			
2800	2002	Ford F-350			
2816	2001	Ford F-550			

EXHIBIT B SCOPE OF WORK

This document outlines the services the Puget Sound Regional Fire Authority would be providing, if both agencies agree to a maintenance contract.

- Engine: Will perform service, diagnostics, and repair accessible components that do not require the engine being taken apart. If there are major engine repairs, we will send to an outside repair shop. Engines will not be removed from Apparatus.
- Cooling System: Will service the cooling system and repair as needed. Should a radiator need to be repaired, we will remove and send to an outside vendor.
- Transmissions: Will service, which includes changing filters and fluids. If the transmission is in need of repair, will perform basic diagnostics, and repair if repair work is not major and no removal of the transmission is necessary. If a major repair is needed, an outside vendor will be utilized.
- Transfer case: Will service and perform repairs if needed.
- Pump: Will service and perform maintenance, including annual pump testing, valve rebuilds, control repairs, replacing gauges, rebuilding, fixing and/or replacing primers, and repacking pumps. We will also perform in-frame pump rebuilds.
- Rear Differential: Will service, repair, or replace as necessary.
- Suspension: – Will inspect and repair as necessary.
- Brakes: Will inspect and repair as necessary.
- Electrical: Will service, diagnose, and repair, i.e. chassis, emergency lighting, etc. Internal repairs will not be made to radios.
- Air/Hydraulic Systems: Will service, diagnose, and repair.
- Aerial: UL inspection will take place annually, and repairs will be performed if any deficiencies are found, in order to remain in compliance with the manufacturers' specifications.
- Stationary generators mounted on Apparatus: Will service, diagnose, and repair.
- Wheels and tires: Identification will be made if new tires are needed. Tire replacement is done by outside vendor.
- Body – Will inspect the body and make minor repairs that are accessible. We cannot perform body repair or painting. Any bodywork will be taken to an outside vendor. We also will not replace any windows that are glued in place.
- Trim and Finish: Will replace parts that do not require painting.
- Water Tank: Will repair and replace, if necessary.
- Outfitting of Apparatus: Will perform radio installations and/or small equipment installations, acceptance testing, i.e. electrical load, pump, and road testing.

In addition to the above areas of maintenance, annual weighing will be performed every year to ensure compliance with Washington State Law. If not in compliance, a recommendation will be made of the actions available to bring the Apparatus into compliance.

All of the Apparatus checklists utilized are tailored to a specific Apparatus. Attached are sample copies of checklists we currently use for a Quantum Pumper, Aerial, and Aid Car. Also attached is a form used for Pump Testing.