

# Emergency Vehicle Interlocal Service Agreement

(Effective: Draft, 8/15/17)

This agreement is entered into between **Clallam County Fire District 3** ("CCFD 3"), a Washington Municipal Corporation, and **City of Port Angeles** ("City"), also a Washington Municipal Corporation.

1. **Purpose** – The purpose of this Emergency Vehicle Interlocal Service Agreement ("Agreement") is to establish an agreement whereby CCFD 3 may provide maintenance and repair services to emergency vehicles owned and operated by the City. CCFD 3 currently has the facilities and qualified personnel needed to perform this service and is willing to extend these services to the City. It is recognized that emergency response vehicles are unique and require special attention. This type of service and repair is best performed by qualified individuals, specifically trained and certified to maintain emergency vehicles and that this same service cannot be provided by local customary repair shops. This Agreement is made and entered into pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act.
2. **Definitions** – The following definitions are included to provide context and standard terminology for common understanding within the provisions of this Agreement.
  - 2.1. "Emergency Vehicles" shall include aerials, pumpers, tenders, ambulances, support units, and any other fire safety or emergency equipment designated by the parties.
  - 2.2. "Preventative Maintenance and Repair" refers to those items of work specified by the manufacturer and/or industry standards 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 A – Scope of Work**.
  - 2.3. "Designated Site" refers to the location where maintenance services 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 CCFD 3 Maintenance Facility.
  - 2.4. "Qualified" refers to one whom by possession of a recognized degree, certificate or professional standing, or who by knowledge, training or experience has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work or the project.
3. **Responsibilities**
  - 3.1. CCFD3 shall:
    - a. Upon delivery to the Designated Site, be responsible for performing the preventative maintenance and repair of emergency vehicles covered under the terms of this Agreement.
    - b. Be responsible for assuring that its maintenance staff meet or exceed the qualification standards stipulated by WAC 296-305-04507. This specifically includes assuring that all repairs performed by its maintenance staff to suppression components are done by an Emergency Vehicle Technician (EVT), Automotive Service Excellence (ASE) certified technician, or by factory qualified individuals.
    - c. Maintain a document detailing apparatus out-of-service criterion that is based on recommendations developed by the International Association of Fire Chiefs. CCFD 3 shall provide the City with a copy of this criteria, which shall serve as an extension of

this Agreement by reference. Reference: Appendix 5100A – Apparatus Out-of-Service Criteria

- d. When, in accordance with the above out-of-service criteria CCFD 3 determines that an Emergency Vehicle should be taken out-of-service, maintenance staff will place unsafe vehicles out-of-service and shall keep the vehicle out-of-service until the repairs are properly completed. In the event the City does not authorize placing an apparatus out-of-service for safety reasons when recommended by CCFD 3, the City shall be solely responsible for any liabilities arising from the operation or use of the Emergency Vehicle.

3.2. The City shall be responsible for:

- a. Ensuring its vehicles meet safety requirements in accordance with the manufacturer's recommendations and the applicable local, state, and federal laws, rules, and regulations.
- b. Performing minor inspection, maintenance, and upkeep of its vehicles within the scope and qualification of its members.
- c. Ensuring its vehicles are scheduled and made available for service at intervals that meet the manufacturer's frequency requirements.
- d. Unless otherwise arranged, delivering its vehicles to the Designated Site.
- e. Not permitting work on its vehicles by other maintenance personnel who are not qualified in accordance with WAC 296-305-04507 to perform the work.
- f. 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 CCFD 3.
- g. Compensating CCFD 3 for all services rendered by CCFD 3 under this Agreement pursuant to the terms of this Agreement.

4. **Hours of Work** – Routine maintenance and repair work will be scheduled during CCFD 3's normal work period, which is 6:30 a.m. to 4:30 p.m., Tuesday through Friday except for legal holidays.
5. **Emergency and Other Service Requests** – With authorization by the City, CCFD 3 may provide emergency repairs, roadside service, services and modifications beyond the normal scope of preventative maintenance and repair, if CCFD 3 determines it has adequate capacity in terms of available time and resources.
6. **Emergency and Extra Charges** – Labor for any emergency repairs performed at any time other than during CCFD 3's normal work period, as defined in Paragraph 5, shall be billed at the mechanic's overtime rate. The City shall provide CCFD 3 with a designated point-of-contact who is readily available and sufficiently able to authorize the order of such work.
7. **Compensation** – The City agrees to pay CCFD 3 an hourly shop labor rate that encompasses an overhead fee for facilities, maintenance of shop tools and equipment, administrative costs; hard costs reimbursement; and the applicable Washington State Sales Tax.

- 7.1. The hourly labor rate is based on providing CCFD 3 with reasonable cost recovery and shall be adjusted effective January 1 of each year, using a COLA based on 100% of the Seattle/Tacoma/Bremerton CPI-U percentage increase for the period of June to June.
- 7.2. Hard cost reimbursement includes the entire cost of all parts, fluids, supplies, and materials used to perform maintenance and repairs on the vehicles plus applicable sales tax. No surcharges will be added to the parts, fluids, or materials costs.
8. **Billing** – CCFD 3 will invoice the City providing a detailed 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 2 hours, portal to portal.
9. **Modifications to Exhibit A** – The City’s designated Agreement administrator and the CCFD 3 designated Agreement administrator may negotiate changes, amendments, and modifications to Exhibit A when mutually agreed upon in writing.
10. **Term of Agreement** – This Agreement shall become effective on the date it is executed by both parties and shall remain in full force and effect unless the agreement is terminated by either party. Either Party may give notice of termination of this Agreement with a 30 day written notice of its intent to terminate.
11. **Limited Warranty** – CCFD 3 will repair or replace any new parts or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days of installation. Warrantied parts replacement is limited to only those parts normally covered under their manufacturer warranty, which excludes parts not covered by a warranty such as electrical parts.
- This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and CCFD 3 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. CCFD 3 disclaims any implied warranty of merchantability and fitness for a particular purpose and does not assume nor authorize 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, or 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** – CCFD 3 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 CCFD 3, its agents, representatives,

employees, sub-consultants or sub-contractors. Before beginning the work described in this Agreement, CCFD 3 shall provide a Certificate of Insurance evidencing:

- 13.1. Automobile Liability: CCFD3 will maintain insurance coverage 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: CCFD 3 will maintain 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: CCFD 3 will maintain insurance with limits not less than \$1,000,000 per occurrence and aggregate.
- 13.4. Garage Keepers Legal Liability: CCFD3 will maintain Garage Keepers or an equivalent form of legal liability insurance with coverage limits of not less than \$1,000,000 or, in the alternative, acceptable proof from the CCFD 3's insurance carrier confirming that the City and CCFD 3 are fully covered for any damage to the City's vehicles while it is being serviced, maintained, repaired or stored by CCFD 3.
- 13.5. Any payment of deductible or self-insured retention shall be the sole responsibility of CCFD 3.

14. **Miscellaneous Provisions:**

- 14.1. **Security** – CCFD 3 shall be responsible for the Maintenance Facility's security in which the maintenance services are performed, the equipment used by CCFD 3, and the vehicles and equipment on which services are performed.
- 14.2. **Waste Disposal** – CCFD 3 shall be responsible for properly disposing of all hazardous or dangerous waste materials generated in accordance with the applicable federal, state and local requirements.
- 14.3. **Records** – CCFD 3 shall prepare and provide the City with all the maintenance and repair records required by statute and regulations of applicable agencies.
- 14.4. **Audit** – CCFD 3 shall permit the City, 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 CCFD 3's offices, all of the CCFD 3's pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. CCFD 3 shall permit the City to copy any of these books and records upon the City's request, subject to payment of the CCFD 3's reasonable costs incurred in making those copies.
- 14.5. **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 CCFD 3's business address, 323 N. Fifth Ave., Sequim, WA 98382, Attn: Fire Chief.
- 14.6. **Amendments** – Except as provided in Paragraph 9 of this Agreement, no modification or amendments shall be effective unless in writing and signed by authorized representatives of both parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

- 14.7. **Applicable Law Venue** – If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the venue shall be in the Clallam County, Washington, Superior Court.
- 14.8. **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.
- 14.9. **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 CCFD 3 or of the City, 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 the language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

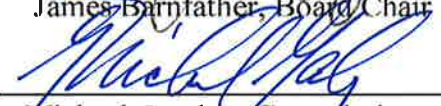
15. **Duplicate Originals** – This agreement may be executed in duplicate originals.

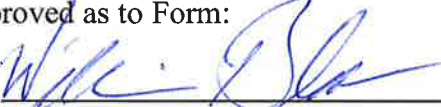
Clallam County Fire District 3

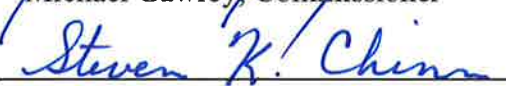
City of Port Angeles

By:   
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 James Barnfather, Board Chair


By:   
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 Dan McKeen, City Manager

By:   
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 Michael Gawley, Commissioner

Approved as to Form:  
 By:   
 \_\_\_\_\_  
 William Bloor, City Attorney

By:   
 \_\_\_\_\_  
 Steven Chinn, Commissioner

Attest:  
 By:   
 \_\_\_\_\_  
 Ben Andrews, Board Secretary

Attest:  
 By:   
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 Karitha Bailey, Acting Clerk  
 for Jennifer Veneklasen, City Clerk

**Attachments:**

- Exhibit A – Scope of Work
- Appendix 5100A – Apparatus Out-of-Service Criteria

## Exhibit A - Scope of Work

This document outlines the maintenance services Clallam County Fire District 3 may provide under the provisions of this Emergency Vehicle Interlocal Service Agreement.

- Engine: Routine service, troubleshooting diagnostics, and minor repairs to accessible components that do not require the engine being taken apart. If major engine repairs are required, a specific work plan will be developed and mutually agreed upon by both parties.
- Cooling System: Routine inspection, service, and any needed repairs.
- Transmissions: Routine service, to include changing filters and fluids. If the transmission is in need of repair, CCFD 3 will perform basic diagnostics and minor repairs. If a major repair and/or overhaul are required, an outside vendor will be utilized.
- Transfer case: Routine inspection, service, and any needed repairs.
- Pump: Routine service and maintenance, including annual pump testing, valve rebuilds, control repairs, replacing gauges, rebuilding, fixing and/or replacing primers, repacking pumps and in-frame pump rebuilds.
- Rear Differential: Routine service, repairs, and replacement as may be necessary.
- Suspension: Routine inspection, service, and any needed repairs.
- Brakes: Routine inspection, service, and any needed repairs.
- Electrical: Routine service, troubleshooting diagnostics, and repair, i.e. chassis, emergency lighting, etc. Internal component repairs will not be made.
- Air/Hydraulic Systems: Routine inspection, service, and any needed repairs.
- Aerial: Annual UL inspection and repairs of any deficiencies discovered during testing and/or to maintain compliance with the manufacturers' specifications.
- Apparatus Generators: Routine inspection, service, and any needed repairs.
- Tires & Wheels: Identification will be made if or when tires are needed. Tire replacement is done by an outside vendor.
- Body: Routine inspection and minor repairs when accessible.
- Trim & Finish: Replacement of trim and body parts that do not require painting.
- Water Tank: Routine inspection, service, and any needed repairs.
- Outfitting of Apparatus: Radio installation and/or small equipment installation, acceptance testing, i.e. electrical load, pump, and road testing.