

**INTERLOCAL COOPERATION AGREEMENT  
FOR FLEET-MECHANIC SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between Pierce County Fire Protection District No. 21 (hereinafter "District No. 21"), and Pierce County Fire Protection District No. 18 (hereinafter "District No. 18") (collectively the "Parties"), for the purpose of providing fleet-mechanic services, through designated employees of District No. 21, to District No. 18.

**WHEREAS**, District No. 18 requires assistance in the administration and execution of fleet-mechanic services (hereinafter "Services") at District No. 18;

**WHEREAS**, District No. 21 has available sufficient administrative resources and personnel to provide the Services to District No. 18;

**WHEREAS**, both Parties believe, and therefore represent, that their budgets should be adequate to fund the obligations of this Agreement, and to operate and maintain the departments adequately, given the call volume, demands and needs of the respective jurisdictions' citizens; and

**WHEREAS**, both Parties see cooperative advantages and opportunities for more efficient delivery of municipal services within their respective jurisdictions if these agencies enter into an interlocal Agreement, as allowed by law.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **Authority.** This interlocal cooperation Agreement is executed pursuant to the authority conferred upon the Parties in RCW 39.34, the Interlocal Cooperation Act, and RCW 52.12.021. In all respects, the Parties shall be deemed to be acting in their governmental capacities in the performance of this Agreement.
2. **Purpose.** The purpose of this Agreement is to provide District No. 18 the above Services, to be provided through the personnel and resources associated with District No. 21 (hereinafter "Fleet Mechanic") as set forth herein. The Parties shall agree on a schedule of preventative maintenance for all District No. 18 vehicles to be maintained under this agreement.
3. **Scope of Services/Delegation of Authority.** District No. 21 shall provide Fleet Mechanics, employees of District No. 21, to perform repair Services on District No. 18 equipment for regular and recurring preventive maintenance and emergency repairs. Generally, apparatus and vehicles will be maintained in accordance with the annual maintenance schedule. Other maintenance and repairs will be done, as needed, as and when the facility and personnel are available so long as District No. 21 does not have a higher priority maintenance/repair work to be done first. Every effort will be made by District No. 21 to maintain response readiness for both Parties. Such Services shall

generally be performed on the property of District No. 21, unless in District No. 21's determination a service call is more appropriate.

For purposes of this Agreement, the "Services" shall mean the provision of all prescribed maintenance and repair for all of District No. 18 owned or leased fleet equipment, except when such Services are beyond the scope of the said Fleet Mechanics' expertise or due to available time based on the complexity of the repair, in which case the Services would be contracted out to a third party solely at the expense of District No. 18. Generally, District No. 21 will be responsible, and will remain the final authority, with respect to the scheduling of any work and of its employees' time. District No. 21 will not be responsible for service or maintenance of small tools or generators owned by District No. 18.

4. **No Agency Created.** It is understood and agreed by the Parties that the designated Fleet Mechanic shall be and remain an employee of District No. 21 during the term of this Agreement. Said Fleet Mechanic shall not be deemed an employee of District No. 18. District No. 21 shall administer this Agreement, no agency shall be created by this Agreement, and no property shall change hands pursuant to this Agreement.
5. **Term of Agreement.** This Agreement shall be effective January 1, 2019 upon ratification and signature by both Parties—and shall continue in full force and effect until terminated. Either Party may terminate this agreement upon ninety (90) days' written notice, subject to payment of any already outstanding balance due for parts and services. Before the end of the term, the Parties may negotiate a successor interlocal Agreement.
6. **Consideration.** As consideration for the services enumerated herein, and during the term or extended term of this Agreement, District No. 18 agrees to pay to District No. 21 an annual fee of \$60,000. Such fee is intended to compensate District No. 21 for the costs associated with the labor expended by the Fleet Mechanics in the administration of this Agreement. *To be clear:* The annual fee does not apply to the purchase of parts and equipment in performance of this Agreement, for which District No. 18 shall be separately invoiced after payment for said parts and equipment by District No. 21. Equipment and parts installed on District No. 18 equipment and apparatus shall be owned by District No. 18.  
Hazardous waste generated by District No. 18 vehicles will be invoiced to District No. 18. Monthly invoices will also include a shop supply and administration fee of 5% of the total cost of any parts installed, or \$20.00, whichever is greater. Any petroleum products used in District No. 18 vehicles such as motor oil, transmission fluid and anti-freeze will be tracked by the shop. When an item reaches the 25 gallon level, it will be ordered in bulk from the supplier and invoiced to District No. 18.
7. **Record Keeping.** District No. 21 agrees to maintain all records of maintenance and other work, as required by any statues or regulations. District No. 21 will provide to District No. 18 a copy of all forms completed regarding maintenance and repair to District No. 18 vehicles on a monthly basis.
8. **Insurance.** District No. 21 shall maintain liability insurance with limits not less than \$1,000,000 for any damage to District No. 18 apparatus resulting from District No. 21's

negligence while District No. 18's apparatus are being serviced, maintained, repaired or stored by District No. 21 at District No. 21's facility. District No. 18 shall purchase and maintain automobile physical damage insurance with comprehensive and collision coverage on all vehicles being serviced by District No. 21.

9. **Limited Purchasing Authority.** District No. 21 shall comply with RCW 52.14.110 and all applicable bid laws when making purchases of any equipment, materials, parts and/or supplies pursuant to this Agreement, subject to reimbursement by District No. 18.
10. **Warranties.** District No. 21 provides an express limited warranty for ninety (90) days on all labor. If during such warranty period, any labor is shown to have been substandard in the industry, District No. 21 will attempt to cure the problem by re-doing the work without further charge. Such warranty does not include damages or monetary compensation. Any warranty on parts would be limited to that provided by the parts manufacturer. District No. 21 expressly disclaims any other warranties, express or implied, such as any warranty of fitness for a particular purpose. District No. 18 understands and accepts such disclaimer of warranty.
11. **Delivery of Equipment.** District No. 18 shall be responsible for scheduling the delivery of any fleet equipment to be serviced under this Agreement to the District No. 21 shop, and District No. 18 shall take reasonable measures to deliver said equipment to the shop at the scheduled time.
12. **Monthly Invoices.** The Parties agree to a system of monthly invoices for consideration, parts and supplies.
13. **District Representatives.** On technical maintenance matters, contact between the Parties regarding particular issues of performance of this agreement shall be between the Assistant Chief of Logistics of District No. 21 and the Fire Chief of District No. 18.
14. **Integrated Agreement.** This Agreement is the full and complete understanding of the Parties and there are no other Agreements, either verbal or written, which would alter the terms of this Agreement. The Agreement may be modified or amended only by supplemental written Agreement hereafter negotiated by the Parties.
15. **No Third Party Beneficiary.** The provisions of this interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties.
16. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
17. **Arbitration of Disputes.** It is the intent of all Parties to this Agreement that disputes, if any, between any of the Parties hereto shall be resolved as informally and amicably as possible by settlement, without the assistance of any outside professionals in dispute

resolution. However, if such conciliation fails, the Parties agree that mediation may be used. If the Parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the Parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the Parties sharing the costs proportionately, depending upon how many of the Parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the Parties proceed to Superior Court.

18. **Hold Harmless/Indemnification.** Both of the Parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify the other Party for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of either party, with respect to their own negligence, errors and omissions. Each Party, therefore, remains solely liable for its own sole negligence, errors or omissions. Such indemnification extends not only to the actual Party, but all employees, agents and volunteers acting on their behalf. The respective Parties to the Agreement are not deemed to be agents of each other for purposes of this Agreement.
19. **Waiver of Breach.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or Agreements which shall all be and remain in full force and effect.
20. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against any of the Parties, their officers, agents, and employees, each party expressly waives its immunity to the other Parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the Parties to this Agreement.
21. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the Fire Chief for each District, addressed to the main office of the recipient District. In addition to these required methods of providing notice, either party may also utilize electronic mail. Each Party shall include the applicable address below the signature block hereof.
22. **Termination of Agreement.** Upon ninety (90) days' prior written notice, either party may terminate this Agreement.
23. **Attorney Review.** Both Parties agree that this Agreement has been reviewed by their respective attorneys.

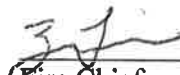
PIERCE COUNTY FIRE PROTECTION  
DISTRICT 21

 10/2/18  
\_\_\_\_\_  
Fire Chief                      Date:

ADDRESS:

23014 70<sup>th</sup> Avenue E  
Graham, WA 98338

PIERCE COUNTY FIRE PROTECTION  
DISTRICT 18

 10/2/18  
\_\_\_\_\_  
Fire Chief                      Date:

401 Washington Avenue SE  
PO Box 386  
Orting, WA 98360