MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: May 18, 2010

SUBJECT: INTERLOCAL AGREEMENT FOR FIRE APPARATUS

MAINTENANCE AND REPAIR SERVICE

## I. RECOMMENDED ACTION:

Approve the agreement between the City of Bothell and the City of Redmond for Fire Apparatus Maintenance and Repair Service

## II. DEPARTMENT CONTACTS:

Tim Fuller, Fire Chief 425-556-2202 Russ Albertson, Acting Deputy Chief 425-556-2221

## III. DESCRIPTION:

The City of Redmond Fire Department Maintenance Shop has provided apparatus repairs and maintenance to Bothell Fire Department since the early 1980s. The City of Bothell desires to continue its agreement with Redmond to provide maintenance and repair service for their fire apparatus. Redmond has the facilities and personnel to provide such maintenance and service and is willing to provide such service. Redmond Fire Department mechanics perform routine scheduled maintenance and repair of Bothell fire apparatus and emergency vehicles, as well as non-scheduled repairs and emergency repairs. During the budgeting by priorities process, the department realized the need to re-evaluate the agreement in order to obtain full cost recovery and assign a portion of its overhead costs to Bothell.

Costs are determined by the class and number of apparatus maintained. The cost of scheduled, routine maintenance for Bothell's current apparatus is \$9,100.00, billed quarterly. Non-scheduled repairs are billed at the rate of \$70 per hour; emergency repairs and work performed outside of the normal work day are billed at the rate of \$105 per hour (minimum of two hours); and emergency repairs on Sundays and holidays are billed at \$140 per hour.

## IV. IMPACT:

Fiscal: 2010 base revenue of \$9,100.00 plus additional revenue for non-scheduled

emergency repairs, parts, and mechanics' travel time

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## V. ALTERNATIVES:

Council could choose not to approve the attached agreement, which would cause the City of Bothell to seek other repair services.

## VI. TIME CONSTRAINTS:

The previous agreement ended on December 31, 2009.

## VII. LIST OF ATTACHMENTS:

A. Proposed Interlocal Agreement between the City of Bothell and the City of Redmond for Fire Apparatus Maintenance and Repair

/s/		05/06/10
Tim Fuller, Fire Chief		Date
Approved for Council Agenda_	/s/	05/07/10
	John Marchione, Mayor	Date

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOTHELL AND THE CITY OF REDMOND FOR FIRE APPARATUS MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered between The City of Bothell (City) and the City of Redmond (Redmond), and is dated the 1st of January, 2010, for reference purposes.

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#### **RECITALS**

- A. The City of Bothell is a municipal corporation of the State of Washington, and operates a municipal fire department.
- B. The City of Bothell desires to contract with Redmond to provide certain maintenance and repair service for City owned fire apparatus. Redmond has the facilities and personnel to provide such maintenance and service, and is willing to provide such service on the terms and conditions set forth herein.
- C. This Agreement is entered under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW. No separate legal entity will be formed and no property will be jointly acquired.

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#### **AGREEMENT**

In consideration of the foregoing premises, and the mutual benefit to be derived, the City and Redmond agree as follows:

- 1. For purposes of this Agreement, the following words shall have the meanings set forth:
- 1.1 "Annual service" means that the apparatus is brought to the Shop (6502 185<sup>th</sup> Avenue NE, Redmond, Washington), raised on the hoist, and work completed as listed on Exhibit A for The City of Bothell.
- 1.2 "Class 1 Apparatus" means large (11,000 or larger GVW), high use apparatus, to include first line pumpers. Preventative maintenance services and annual pump test will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 1, plus parts and fluids used per vehicle.
- 1.3 "Class 2 Apparatus" means large (11,000 or larger GVW), low use apparatus, to include tankers, midis, heavy duty rescue, and reserve units. Preventative maintenance service and annual pump test will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 2, plus parts and fluids used per vehicle.
- 1.4 "Class 3 Apparatus" means medium (up to 11,000 GVW), high use vehicles, normally will include aid units, medic units, etc. Preventative maintenance service will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 3, plus parts and fluids used per vehicle.
- 1.5 "Class 4 Apparatus" means medium (up to 11,000 GVW), low use vehicles, to include special apparatus, such as rescues, air units, reserve aid units, etc. Preventative maintenance service will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C Class 4, plus parts and fluids used per vehicle.

- 1.6 "Class 5 Apparatus" means medium to high volume vehicles, such as sedans, pickups, station wagons, command units, etc. Preventative maintenance service will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 5, plus parts and fluids used per vehicle.
- 1.7 "Class 6 Apparatus" means Aerials, such as Ladder, Platform, and Water Towers. Preventative maintenance service and annual aerial test as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 6, plus parts and fluids used per vehicle.
- 1.8 "Class 7 Apparatus" means special use apparatus (rolling stock) not meeting the definitions set forth above. Charges and scope of service will be established on a per apparatus basis.
- 1.9 **"Emergency repairs"** means immediate repairs done on the road or for emergency call out.
- 1.10 "Equipment" means the tools and equipment used for the service and repair of the apparatus covered by this agreement, including by way of example only, diagnostic equipment, hand and power tools, hoist, computers, apparatus maintenance software, and other tools of the trade. Redmond will maintain all equipment in properly working condition.
- 1.11 "Non-scheduled repairs" means repairs completed during Redmond's normal work day between 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays observed by Redmond, that exceed those items listed on Exhibit A. This could include valve repair, pump rebuild, minor body damage, engine repair or replacement, or modification of equipment, etc.
- 1.12 "Periodic preventative maintenance" means service done at the Redmond shop to include work listed on Exhibit A.
- 1.13 "Personnel" means professionally certified mechanics to service and repair the apparatus and personnel with a CDL license that are qualified, but not a professionally certified mechanic, under the supervision of a certified mechanic to service the apparatus of Redmond and the City.
- 1.14 "**Professional Certification**" means a trade mechanic certification or qualification or license which assures the qualifications to work as a mechanic on all vehicles and apparatus stipulated in this agreement. This shall include at least one mechanic holding "manufacturer" certification(s) for apparatus covered by this agreement.
  - 2. Redmond shall perform the following services:
- 2.1 Redmond shall perform routine scheduled maintenance and repair of City owned fire apparatus and emergency vehicles identified in Exhibit A hereto, provided, additions and deletions to this Exhibit may be made at the option of the City, in which case the charges for services performed by Redmond shall be adjusted according to the class of the apparatus added or deleted, and upon the maintenance to be performed during the balance of the calendar year. All routine scheduled services shall be performed during Redmond's normal work day between 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays observed by Redmond.
- 2.2 Redmond shall perform non-scheduled repairs, provided, Redmond shall be obligated to perform only as time allows, and further provided, Redmond shall make a reasonable attempt to obtain the prior consent of the authorized representative of the City.
- 2.3 Redmond may provide emergency repairs as may be requested by the City, subject to availability of personnel and equipment.

- 3. Redmond warrants that all maintenance and repairs shall be performed in a competent and professional manner by qualified and/or professionally certified, employees as determined by Redmond.
- 4. The City shall deliver all fire and emergency apparatus for service and repair to Redmond's maintenance shop at 6502 185<sup>th</sup> Ave NE, Redmond, Washington, or at the discretion of the mechanics, Redmond's professionally certified mechanics may pick up and deliver apparatus to the shop at the rate of \$70.00 per hour travel time, per mechanic or for personnel with a CDL license that are not a professionally certified mechanic.
  - 5. The City shall pay Redmond for maintenance and repair services as follows:
- 5.1 For routine, scheduled preventive maintenance services preformed and repair for the 2010 year, a charge of \$70.00 per hour according to Exhibit C.
  - 5.2 For non-scheduled repairs, at the rate of \$70 per hour.
  - 5.3 For emergency repairs, at the rate of \$105 per hour, with a minimum of two hours.
- 5.4 For work performed outside of Redmond's normal work day upon request of the City, at \$105 per hour, with a minimum of two hours.
- 5.5 For emergency repairs on Sundays and Holidays, at \$140 per hour, with a minimum of two hours.
- 5.6 The City pays for fluids and parts not specifically identified as the responsibility of Redmond, including by way of example only, motor oil, hydraulic fluid, brake fluids, antifreeze, air and oil filters, belts, and hoses. The City shall maintain an account at an auto parts facility designated by Redmond and authorize purchases by Redmond on such account, and shall reimburse Redmond for any such items purchased or supplied directly by Redmond.
- 5.7 Washington State Sales Tax is in addition to the foregoing rates, and shall be separately charged for parts and supplies to the City by Redmond for items purchased or supplied directly by Redmond.
- 6. Redmond shall bill the City on or before the 10<sup>th</sup> day of the first month following the end of any quarter for the amount accrued for routine scheduled maintenance and repair, together with hourly labor charges and costs for any parts purchased or supplied by Redmond incurred during the preceding quarter. The City/District shall pay Redmond within 30 days.
- 7. All parties to this agreement shall meet a minimum of two (2) times annually to discuss the administration of the agreement and issues that arise. These meetings shall be in February and October. Additional meetings may be called as needed. Redmond will give the City/D immediate notification in the event of a drop in shop personnel, and the parties shall meet within two (2) weeks to discuss the matter.
- 8. Redmond shall utilize an electronic tracking and maintenance system and/or software that allows for the administration and record keeping of service, maintenance, repair, parts, time and costs of each apparatus under this contract. A detailed report shall be delivered quarterly with the invoice. An annual report shall be delivered by February 20th for the previous calendar year.
- 9. Redmond may assist in the creation of specifications for apparatus to be purchased by the City, and may participate in the acceptance testing of all apparatus to be covered by this agreement at the rate of \$70.00 per hour.
- 10. This Agreement is effective \_\_\_\_\_\_, and shall remain in effect until December 31, 2010, provided, the City shall have the option to renew for additional one-year terms by

notice given to Redmond not later than November 1, 2010, for the initial term and November 1 during any renewal term.

- 11. This Agreement expresses the entire understanding between the parties and may be amended only in writing, provided, the parties may mutually agree on adjustments to the rates established in Section 5 by September 1 of any year, to be confirmed in writing, without the necessity of formal amendment. This agreement may be terminated by either party upon giving written notice to the other party not less than 180 days prior to the termination date.
- 12. This Agreement shall be administered by the following persons for each party, until such time as either party gives written notice to the other of a change:

FOR THE CITY OF REDMOND: FOR THE CITY/DISTRICT:

Deputy Chief of Operations Safety and Support Services Officer

8450 161<sup>st</sup> Ave NE 10726 Beardslee Blvd.

Redmond, WA 98052-3848 Bothell, WA 98011

13. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure by either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

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