

**CAMANO ISLAND FIRE & RESCUE
(Island County Fire District #1)**

INTERLOCAL SERVICE AGREEMENT

This Interlocal Service Agreement is entered into between Island County Fire Protection District #1, dba Camano Island Fire & Rescue, (CIF&R) and the customer identified herein.

1. **Purpose:** The purpose of this agreement is to provide as requested by customer, preventative maintenance, necessary maintenance and repair of vehicles owned and operated by:
Marysville Fire Department ("customer").

SCOPE: CIF&R (Camano Island Fire & Rescue) currently maintains appropriate facilities and sufficient personnel to perform necessary maintenance and repair services and agrees to extend this service to the above listed customer under conditions specified herein.

2. **Definitions:**

"A" Service – Conducted at the CIF&R maintenance facility, includes full safety inspection, fluid changes, in depth P.M inspection, and other items listed on the "A" Service Check form.

"B" Service – Conducted at the CIF&R maintenance facility, includes a full safety inspection, fluid sampling, and other items listed on the "B" Service Check form.

Routine Repairs – Repairs completed during a scheduled service that exceeds those items listed on either A or B service. Such Items could be valve repair, electrical repair, etc.

Service Call – Service Technician is requested by the customer and dispatched to the location of the apparatus or equipment to perform field diagnostics, repairs and or maintenance work.

Customer Apparatus Form – An attached form filled out by the customer identifying the apparatus to be serviced by Camano Island Fire & Rescue.

Technician Only Services – When a technician is requested to assist at another Fire Department with labor only and the requesting department provides the facility, tools and equipment needed.

3. **Equipment covered:** The equipment covered under the terms of this agreement is set forth in Customer Apparatus Form attached hereto and incorporated herein by reference. Additions and/or deletions to equipment listed in Customer Apparatus Form may be made by mutual consent of CIF&R and the customer. Such consent shall be provided in writing, and services and maintenance performed on such additions shall be negotiated between the CIF&R and the customer and included in this agreement.

Preventative Maintenance: The customer agrees that it is their intent to maintain all apparatus in a safe and operational condition at all times, and as such, may request that CIF&R perform certain preventative maintenance services to include, maintenance scheduling, oil analysis, and other preventative maintenance procedures currently being used by CIF&R.

4. **Maintenance Limitations:** CIF&R agrees to try and complete all maintenance requests within the time that has been requested or scheduled by the customer. The customer agrees that maintenance division personnel will schedule the maintenance for the customer, and that there may be times when maintenance personnel must prioritize requests for maintenance. CIF&R will make every attempt to prioritize the maintenance and repair of "front line" apparatus.

5. Obligations of the Parties.

6.1 **CIF&R Maintenance Responsibilities:** CIF&R shall be responsible for routine maintenance of the vehicles covered under the terms of this agreement upon the request of customer. Modifications and other repairs upon the request of the customer shall be scheduled and performed on a priority basis by CIF&R, unless otherwise agreed to. Repairs, modifications, preventative maintenance, and any other service work will be charged at CIF &R's normal hourly shop rate. Apparatus shall receive one "A" Service and one "B" Service appropriately scheduled each year. It may be negotiated by the customer that low usage apparatus receives upon the request of the customer only one "A" Service annually.

6.2 **Customer Obligations regarding Covered Equipment.** Customers shall, upon request, provide CIF&R with maintenance records for service work performed prior to the execution of this Agreement. Further, Customer agrees to provide CIF&R with maintenance records for any work performed by a third party vendor during the term of this agreement.

6. **Fluids:** Fluids are defined as: motor oil, antifreeze, transmission fluid, brake fluid, gear oils, grease, and washer fluids. The customer will be charged for fluids used. The customer may be charged for fluid accountability requirements and/or for disposal should CIF&R incur such additional charges. Charges for fluids, fluid accountability requirements and disposal shall be charged at CIF&R's cost plus 10% to cover CIF & R's administrative cost.
7. **Parts & Supplies:** Parts & supplies used for the maintenance & repair of the customer's apparatus will be purchased by CIF&R. The customer will be charged CIF&R's cost plus 10% to cover administrative cost associated with procurement & invoicing.
8. **Labor Charges:** Service and repair charges will be on an hourly basis rounded to the nearest 15 minutes. **The 2020 shop rate for service and repairs is \$105.00 per hour. The 2021 shop rate for service and repairs is \$115.00 per hour.** CIF & R reserves the right to increase its shop rate from time to time after providing at least 60 days advance notice to customers. All fees shown do not include Washington State sales tax.
9. **Hours of Work:** Currently the CIF&R Maintenance Division's normal working hours are from 7 am to 530 pm Monday through Thursday. CIF&R observes 10 holidays each year in accordance with Washington State Statute. Requests for **emergency service or repairs outside CIF&R's normal working hours will be charged at the overtime rate of one and one-half (1.5) times the normal shop rate from port to port.** There will be a minimum call out charge of two hours for service or repairs outside normal working hours.
10. **Service Call:** The customer may request a service call in which a technician and service vehicle will be scheduled during normal working hours and dispatched to the customer's

location to perform diagnostics, minor maintenance and repair. **Service calls during normal working hours are billed at the shop rate from port to port.**

11. **Technician Only Service:** Technician only service requests may be granted based on the availability of the Technicians and the service schedule. These services shall be billed at a rate of \$60.11 for the District EVT and \$71.17 for the Maintenance supervisor per hour for 2020.
12. **Warranty:** No warranty is offered, expressed, nor implied on the installation / labor for substandard parts or customer supplied parts that later require replacement. Warranty consideration is offered only for that workmanship performed by CIF&R.
13. **Release and Waiver of Subrogation:** The customer agrees to defend, indemnify, and hold CIF & R and its officers, agents and employees harmless from any and all claims for injury and/or property damage suffered by Customer or any third party arising from the performance of this agreement, except when such injury or damage was caused by the wanton or willful conduct or gross negligence of CIF & R's officers, agents, or employees.
14. **Authorized Representative:** The customer must provide the name and phone number of an agency representative who can, in a timely manner, provide needed direction to shop personnel and/or authorize additional repairs, if needed.
15. **Documentation and Safety Concerns:** Maintenance Staff shall supply records of maintenance performed to the customer at the time of billing. If the customer does not authorize additional repairs, that CIF&R shop personnel feel should have been completed, shop staff shall state so in the repair documentation. Items discovered that might be safety concerns shall be documented (as above) and notification will be provided to the customer at time of apparatus pick-up. Provided, however, that CIF&R expressly disclaims any warranty or guarantee that it will discover all such defects, actual or potential.
16. **Pick-up and Delivery of Apparatus:** Customer is responsible for the delivery and the timely pick-up of apparatus (typically within 24 hours of notification of completion) unless other arrangements have been made with Maintenance Division personnel. Pickup and / or Delivery services can be arranged for at hourly repair rates. CIF&R reserves the right to impose a charge for storage costs if Customer fails to pickup apparatus in a timely manner.
17. **Modification of the Agreement:** Either party to this agreement can request that the agreement be modified. Such modifications shall be negotiated and agreed to by both parties. Any changes to this agreement shall be made in writing and signed by an authorized representative of both parties.
18. **Term of Agreement:** This agreement shall remain in effect unless cancelled by either party. Should either party choose to terminate this agreement, the party desiring to terminate the agreement must notify the other party in writing as to their decision to terminate the agreement. Termination notice shall be provided one hundred eighty (180) days in advance of the desired termination date.
19. **Compliance with Law.** All parties to this Agreement shall comply with all applicable Federal, State and Local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any action, suit or claim arising from or regarding this Agreement shall be commenced in Superior Court for Island County, Washington. The

substantially prevailing party in any such suit shall be entitled to an award of its attorneys' fees and costs.

21. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.
22. Effective Date. This Agreement shall be effective upon recording with the County Auditor or listed by subject on either party's website or other electronically receivable public source as required by RCW 39.34.040.
23. Entire Agreement. This document is the complete and exclusive Agreement between the parties. It supersedes all oral or written proposals, promises or other communications between the parties regarding the subject matter of this Agreement.

Dated this 1st day of July, 2020

Island County Fire District #1



FIRE CHIEF

Dated this 17 day of June, 2020

Agency name: MANVILLE FIRE DISTRICT

Kirk E. Rose
Commissioner

Kamille North
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Secretary

Department: _____

Name of customers person(s) authorized to provide direction or approval to Camano Island Fire & Rescue shop personnel and / or authorize additional repairs (and related additional costs) if needed:

NAME	TITLE	PHONE #

One of these persons must be able to be contacted within two (2) hours during regular weekday work hours, and must have authorization to agree to maintenance and / or repairs.

Signature/Title

DATE: _____