

**SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF MERCER ISLAND
AND THE CITY OF REDMOND FOR FIRE APPARATUS
MAINTENANCE AND REPAIR SERVICE**

THIS AGREEMENT is entered between The City of Mercer Island (City) and the City of Redmond (Redmond), and is dated the 1st of January, 2011, for reference purposes.

I
RECITALS

A. The City of Mercer Island is a municipal corporation of the State of Washington, and operates a municipal fire department.

B. The City of Mercer Island 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.

II
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 185th Avenue NE, Redmond, Washington), raised on the hoist, and work completed as listed on Exhibit A for The City of Mercer Island.

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 services 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 for 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 A 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 185th 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 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 performed, 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 directly by Redmond.

6. Redmond shall bill the City on or before the 10th 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 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 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 shall be effective retroactively starting on the 1st day of January 2011, and shall remain in effect until amended in writing by the parties or terminated as provided hereafter. Either party may elect to terminate this Agreement for any reason, with or without cause, by giving written notice of termination to the other party at the address below. Said termination shall be effective one-hundred eighty (180) days from the date of receipt of said written notice.

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.

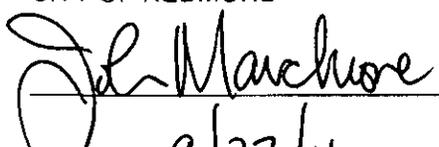
12. This Agreement shall be administered by the following persons for each party, until such time as either party gives written notice to the other of a change:

FOR THE CITY OF REDMOND:
Deputy Chief of Operations
8450 161st Ave. NE
Redmond, WA 98052-3848

FOR THE CITY/DISTRICT:
Deputy Chief of Operations
3030 78th Ave SE
Mercer Island, WA 98040

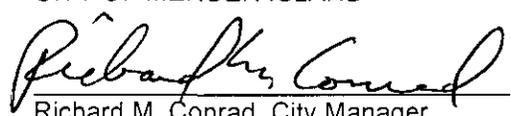
13. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit 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.

CITY OF REDMOND



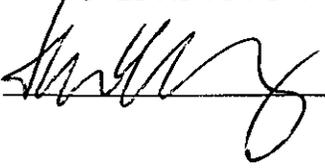
Dated: 9/22/11

CITY OF MERCER ISLAND

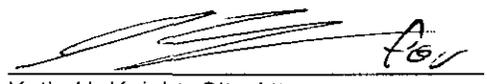


Richard M. Conrad, City Manager
Dated: 7-14-2011

APPROVED AS TO FORM:



APPROVED AS TO FORM:



Katie H. Knight, City Attorney

Exhibit A

A Service

Bold Items = Automotive, ALS, BLS Service

Apparatus No. _____ Mileage _____ Date _____

Road Pre-Service Checks

Body Damage	_____	Gauges	_____
Shifting	_____	Brakes	_____
Wheel Alignment	_____	Vibration	_____
Air System (130PSI)	_____	Coolant Temp.	_____
Steering Operation	_____	Engine Performance	_____
Starter Operation	_____	Fast Idle	_____
Jake/Retarder	_____	Transmission oil level	_____
Engine		Cooling System	
Oil Change	_____	Coolant PH	_____
Oil Sample	_____	Freeze Point	_____
Filter Change	_____	Nitrate Level	_____
Fuel Lines & Strainer	_____	Contamination	_____
Oil Leaks	_____	Fan Clutch	_____
Oil Pressure	_____	Fan Belts, Adjustment	_____
Diagnostic Codes	_____	Water Pump Weep Hole	_____
Motor Mounts	_____	Radiator, Inspect, Clean	_____
Tail Pipe	_____	Pressure Test	_____
Exhaust System Leaks	_____	Hoses, Fittings	_____
Muffler	_____	Radiator Cap	_____
Air Intake	_____		
Steering		Frame and Suspension	
Ball Joints	_____	Springs	_____
Steering Reservoir	_____	Frame Rails	_____
Hoses, Fittings	_____	Cross Members	_____
Cylinders	_____	Lubricate Chassis	_____
Steering Box	_____	Shocks	_____
Tie Rod Ends	_____	Torque Arms	_____
Draglinks	_____	Air Bags	_____
Steering Shaft	_____		
Joints	_____	Transmission	
Rack and Pinion	_____	Oil Condition	_____
CV Boots	_____	Leaks	_____
Wheel Bearings	_____	Mounts	_____
		Hoses	_____
Tires/Wheels		Diagnostic Codes	_____
Air Pressure	_____	Transfer Case	_____
Condition	_____		
Tread Depth (Min 5/32nds)	_____		
Age (less than 7 years)	_____		
Lug Nuts	_____		
Hub Leaks	_____		
Wheels	_____		

Exhibit A

A Service

Bold Items = Automotive, ALS, BLS Service

Cab		Body	
Door Hinges, Latches, Locks	___	Compartment latches	___
Glass, Mirrors	___	Compartment Hinges	___
Seat, Cover, Suspension, Mount	___	Steps	___
Seat Belts, Mounts	___	Rom Tracks	___
Seat Operation	___	Oxygen System	___
Sun Visor	___	Handrails	___
HVAC Operation	___	Stretcher Mounting	___
Window Operation	___		
Wiper Blades, Washers, Fluid	___	Lights	
Accident Packet	___	Headlights Low & High beams	___
Carpet, Mats	___	Dash/Gauge	___
Engine Oil Life Reset	___	Compartment	___
Air/Elec. Horn	___	Dome & Map	___
		Side Emergency	___
DC Electrical		Front Emergency	___
Alternator Connections	___	Rear Emergency	___
Starter Connections	___	Ground	___
Battery Idle Volts	___	Park & Clearance	___
Battery Volts @ Full Alt. Load	___	Tail & Stop	___
Battery Terminal Voltage <.3vlt	___	Reverse/Alarm	___
Siren Operation	___	Turn & Hazard	___
Auto Lube System	___	Spot	___
Switches	___	Scene	___
Alternator Belts	___	Low Air Warning	___
Batteries & Box Clean	___	Compartment Door Warning	___
Battery Connections	___		
Heated Mirrors	___		
		Brakes	
Driveline		Brake Fluid/Level/Condition	___
Differential Leaks	___	Park Brakes Apply @ 25 PSI	___
PTO	___	Hoses	___
Dents	___	Gov. Cut In	___
Slip Joints	___	Lubricate	___
Yokes	___	Slack Adjuster	___
U-joints	___	Quick Air Build Up	___
Lubricate	___	S-cam Bushings	___
		Lining Thickness 32nds LF__RF__	___
Line Voltage		LRO__LRI__LRRO__LRRRI	___
Shore Power Plug	___	RRO__RRI__RRRO__RRRI	___
Inverter/Charger	___	Park Brake Operation & Adj.	___
Circuit Breaker Box	___	Rotors/Drums	___
Light Tower	___	Air Sys. Performance Test	___
Hard Wired Lighting	___	Wheel Seals	___
Cord Reel	___	System Leaks	___
GFI	___	Brake Can Mounting	___
Receptacles	___	Air Tanks	___
Receptacle Wiring	___	ABS Operation/Codes	___
		Adjustment	___
		Park Brake Springs	___

Pumper A Service

Apparatus No. _____ Mileage _____ Date _____

Fire Pump

Pump Trans. Oil Level _____
 Hale AutoLube Oil Level _____
 Transmission Lockup _____
 Transfer Valve _____
 Pump Mounting _____
 Pump Shift Operation _____
 Pump Trans. Leaks _____
 Primer Pump Fluid _____
 Primer Pump Operation _____
 Dry Lube Valve Gears _____
 Vacuum Test _____
 Pressure Test _____
 Fire Pump Packing _____
 Relief Valve Operation _____
 Lubricate Pump _____
 Throttle Interlock _____

Pump Panel

Discharge Valve Operation _____
 Inlet Valve Operation _____
 Drain Valve Operation _____
 Deck & Pump Panel Lights _____
 Governor Operation _____
 Cap Chains _____
 Pump Panel Gauges _____
 Indicator Lights _____
 Engine Speed Counter _____
 Intake Strainers _____
 Water Tank _____
 Mounting Screws _____

Ladder Rack

Ladder Rack Operation _____
 Ladder Rack Lights _____
 Solenoid Voltage Drop<0.2V _____
 Ladder Rack Locks _____
 Ladder Rack Reservoir _____

Cab Tilt

Cab Mounts, Frame _____
 Cab Tilt Reservoir _____
 Cab Tilt Operation _____
 Solenoid Voltage Drop<0.2V _____
 Cab Tilt Cylinders _____

CAFS

CAFS Air Comp. Oper. _____
 Hydraulic Pump Oil _____
 CAFS Piping _____

Foam

Foam System Operation _____
 Foam Pump Oil _____
 Cooler Strainer _____
 Tank _____
 Foam System Piping _____
 Foam Strainers _____

Hose Bed

Hose Bed Cover _____
 Lights _____
 Hose Dividers _____
 Warning Light _____

B Service

Bold Items = Automotive, BLS and ALS Service

Apparatus No. _____ Mileage _____ Date _____

Road Pre-Service Checks

Body Damage _____	Gauges _____
Shifting _____	Brakes _____
Wheel Alignment _____	Vibration _____
Air System (130PSI) _____	Trans. Oil Level _____
Steering Operation _____	Engine Performance _____
Starter Operation _____	Fast Idle _____
Jake/Retarder _____	Coolant Temp. _____

Engine

Oil Change _____

Oil Sample _____

Filter Change _____

Fuel Lines, Strainer, Filter _____

Oil Leaks _____

Oil Pressure _____

Diagnostic Code _____

Air Intake, Filter, Ember Screen _____

Motor Mounts _____

Tail Pipe _____

Exhaust System Leaks _____

Muffler _____

Governed Engine Seed _____

Emission Test _____

Cooling System

Coolant PH _____

Freeze Point _____

Nitrate Level _____

Contamination _____

Fan Clutch _____

Fan Belts, Adjustment _____

Water Pump Weep Hole _____

Water Pump Bearing _____

Radiator, Inspect, Clean _____

Pressure Test _____

Hoses, Fittings _____

Radiator Cap _____

Filter _____

Steering

Ball Joints _____

Steering Reservoir _____

Hoses, Fittings _____

Cylinders _____

Steering Box _____

Tie Rod Ends _____

Draglinks _____

Steering Shaft _____

Joints _____

Rack and Pinion _____

CV Boots _____

King Pins _____

Filter, Fluid Change _____

Frame and Suspension

Springs _____

Frame Rails _____

Cross Members _____

U-Bolts _____

Shocks _____

Torque Arms _____

Air Bags _____

Equalizer Beams _____

Lubricate Chassis _____

Wheel Bearings _____

Hardware _____

Vehicle Weight _____

Ride Height _____

Front L _____ **Front R** _____

Rear L _____ **Rear R** _____

Tires/Wheels

Hub Leaks _____

Condition _____

Air Pressure _____

Tread Depth LF _____ LRO _____ LRRO _____

LRI _____ LRRI _____

RF _____ RRO _____ RRRO _____

RRI _____ RRRRI _____

Age LF _____ LRO _____ LRRO _____

LRI _____ LRRI _____

RF _____ RRO _____ RRRO _____

RRI _____ RRRRI _____

Lug Nuts/WHEELS _____

Transmission

Oil Condition _____

Leaks _____

Mounts _____

Hoses _____

Diagnostic Code _____

Filter _____

Transfer Case _____

Sample _____

B Service

Bold Items = Automotive, BLS and ALS Service

Cab

Door Hinges, Latches, Locks _____
 Glass, Mirrors _____
 Seat, Cover, Suspension, Mount _____
 Seat Belts, Mounts _____
 Seat Operation _____
 Sun Visor _____
 HVAC, Operation, Filter, Leaks _____
 Window Operation _____
 Wipers, Washers _____
 Cab Mounts, Frame _____
 Accident Packet _____
 Air/Elec. Horn _____
 Engine Oil Life Reset _____
 Carpet, Mats _____
 Vacuum _____

DC Electrical

Alternator Belts _____
 Alternator Connections _____
Alternator Output Rated @ _____
Full Load Actual >80% of Rated _____
Battery Terminal Voltage < .3vlt _____
 Alternator Pos. Voltage Drop<0.2 _____
 Alternator Neg. Voltage Drop<0.2 _____
Siren Operation _____
Continuous Load Test <0.5V 20Min _____
 Bat. Disconnect Voltage Drop<0.2V _____
 Neg Cable Voltage Drop<0.2 V _____
 Pos Cable Voltage Drop <0.2 V _____
Starter Sol. Voltage Drop<0.3V _____
 Starter Connections _____
Batteries & Box Clean _____
 Battery Connections _____
 Switches _____
 Auto lube _____
 Siren Speaker _____

Driveline

U-joints _____
 Yokes _____
 Slip Joints _____
Dents _____
 PTO _____
Differential Leaks/Level/Filter _____
 Lubricate _____

Line Voltage

Shore Power Plug _____
 Load Test 10 Minutes _____
 Inverter/Charger Operation _____
GFI _____
 Hard Wired Lighting _____
 Circuit Breaker Box _____
Receptacles _____
 Light Tower _____

Body

Compartment latches _____
 Compartment Hinges _____
 Steps _____
 Body Mounts _____
 Oxygen System _____
 Handrails _____
 Stretcher Mounting _____
 Rom Tracks _____

Lighting

Front Emergency _____
 Rear Emergency _____
 Side Emergency _____
 Patient Area Lights _____
 Spot _____
 Turn & Hazard _____
 Compartment Door Warning _____
 Compartment _____
 Dome & Map _____
 Headlights & High beams _____
 Park & Clearance _____
 Tail & Stop _____
 Emergency Light Conditioner _____
 Dash Gauge Lights _____
 Reverse/Alarm _____
 Ground _____
 Scene _____
 Low Air Warning _____

Brakes

Brake Fluid/Level/Condition _____
 Park Brakes Apply @ 25-40 PSI _____
Hoses _____
System Leaks _____
 Brake Can Mounting _____
 Air Tanks _____
Park Brake Operation & Adj. _____
ABS Operation/Codes _____
 Adjustment _____
 Park Brake Springs _____
 Quick Air Build Up _____
 NFPA Service Brake Test _____
 NFPA Park Brake Test _____
 Air Sys. Performance Test _____
 Wheel Seals _____
 Air Dryer _____
 Air Dryer Valve _____
 Lubricate _____
 Gov. Cut In _____
 Slack Adjuster _____
 S-cam Bushings _____
Lining Thickness
 LF _____ **LR** _____ **LRR** _____
 RF _____ **RR** _____ **RRR** _____
Rotors/Drums _____

EXHIBIT B
Service Frequency

- Class 1 Apparatus: Every six (6) months
- Class 2 Apparatus: Every twelve (12) months
- Class 3 Apparatus: Every six (6) months
- Class 4 Apparatus: Every twelve (12) months
- Class 5 Apparatus: Every four (4) months
- Class 6 Apparatus: Every four to twelve (4-12) months
- Class 7 Apparatus: To be determined

*Service frequency may vary dependent on apparatus use.

Mercer Island Exhibit C

Class			
1	8610	2 Services per year	1 "A" Service @ 6 Hrs. 1 "B" service @ 8 hrs.
	8611	2 Services per year	
2	4601	1 Service per year	1 "B" service @ 8 hrs.
	4602	1 Service per year	
	4603	1 Service per year	
	6602	1 Service per year	1 "B" service @ 4.5 hrs.
	8612	1 Service per year	1 "B" service @ 8 hrs.
3	7606	2 Services per year	1 "A" service @ 4 hrs. 1 "B" service @ 4 hrs.
	7607	2 Service per year	
4	7604	1 service per year	1 "B" service @ 4 hrs.
5	1606	1 service per year	1 "B" service @ 2hrs.
	1614	2 services per year	1 "A" service @ 2 hrs. 1 "B" service @ 2hrs.
	2601	1 service per year	1 "B" service @ 2hrs.