

JUL 10 2004

Interlocal Agreement between
The City of Seattle, Washington

and

City of Redmond

For Police Harley Davidson Change-Out, Maintenance and Repairs

INTERLOCAL AGREEMENT NO. IA-04-05

This Interlocal Agreement, is made and entered into on this 22 day of June, 2004, by and between THE CITY OF SEATTLE, a Washington Municipal Corporation, hereinafter referred to as "Seattle," and THE CITY OF REDMOND, a Washington Municipal Corporation, hereinafter referred to as "Redmond," each party having been duly organized and now existing under the laws of the State of Washington.

RECITALS

WHEREAS, Seattle is authorized by law to maintain a fleet of police vehicles and Redmond is authorized by law to maintain a fleet of police vehicles; and

WHEREAS, Redmond requires the specialized expertise of a mechanic familiar with police equipment and installations; and

WHEREAS, Seattle is amenable to providing such services and expertise to Redmond at the rates mutually agreed upon herein; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, Redmond and Seattle have considered the costs for such services and the expertise required, and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law; and

WHEREAS, City of Seattle Ordinance 106474, Ordinance 109129, Ordinance 118397, and Ordinance 120181 collectively authorize the Seattle Fleets and Facilities Department to enter into this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Purpose:** This Agreement is for Seattle to provide the following services to Redmond ~~(and as itemized further in Attachment A);~~
 - Change out and set-up of Redmond Police Harley-Davidson Motorcycles, upon the request of Redmond;
 - The option for Redmond to request miscellaneous repairs and maintenance, upon request of Redmond. Such services are not anticipated, but are allowable.

- The option for Redmond to request Seattle to perform equipment services and set-up for additional Redmond police vehicles. Such services are not anticipated, but are allowable, and may be performed at agreed-upon compensation.

Redmond has a fleet of FLHPI Police Motorcycles that are generally retained for 2 years and then retired. The motorcycles are factory or dealer equipped with Big Bore performance kits, long stem convex mirrors, chrome license plate bracket and auxiliary tail/brake lights, and Road King saddlebags with locks. All equipment is certified Harley Davidson equipment. The principal work under this Agreement shall be for Seattle to maintain existing motorcycles, install equipment on new motorcycles, and remove equipment on retired motorcycles. This work includes removing police equipment and fixtures on retired motorcycles for reinstallation on new motorcycles, with minor repairs conducted on removed equipment if needed to bring equipment within proper specification for future use. The new motorcycles will then be prepared and have equipment installed. Redmond plans to provide all or most parts, unless Redmond specifically requests Seattle to order a required part. Seattle shall provide minor consumable supplies.

A. Maintenance/Repairs: Seattle shall perform routine maintenance and/or repairs on Redmond Police motorcycles.

B. Installation: Upon commission of a new motorcycle, Redmond requires specialized equipment installed into the new motorcycle. Redmond will request Seattle to conduct installation on new motorcycle(s). Redmond will provide parts that are needed unless otherwise noted.

C. Decommission: Upon decommission of a motorcycle, Redmond requires the specialized equipment to be removed and saved or destroyed. Redmond will issue a request for Decommission. Seattle will remove and inventory the specialized equipment from each motorcycle. Seattle and Redmond will review condition of removed equipment to determine whether the equipment is in good condition for future use. If the equipment is beyond its useful life, Seattle will save and hand-off the equipment to Redmond for surplus handling.

2. **Duration:** This Agreement shall continue until terminated in writing by either party. Termination shall be effective 30 days from the date of such notice.

3. **Contacts:**

Notice regarding the contract terms, conditions, rates or other communications shall be addressed to:

If to City of Seattle:

Dave Kerrigan, Fleets Division Director
 City of Seattle
 618 2nd Avenue, 12th Floor
 Seattle, WA 98104
 Phone (206) 684-0142
 dave.Kerrigan@seattle.gov

If to City of Redmond :

Purchasing Division
 City of Redmond
 M/S: CAFIN
 PO Box 97010
 Redmond, WA 98073-9710
 Phone (425) 556-2199

4. **Compensation From Redmond:**

A. **Labor Hourly Rate:** This shall be paid for at the hourly rate of \$69.75, except that radio equipment work performed by the Seattle Department of Information Technology (DoIT) shall be paid for at the hourly rate of \$84.05. Seattle shall bill for time spent. Should the hourly rate increase, Seattle shall notify Redmond. Hourly rates include all personnel, tools, routine consumable supplies, and supervision necessary to perform service.

1. **Installation Labor Hours:** Up to 40 hours are approved in advance for installation, at a total cost not to exceed \$2790 to Redmond. Installation costs exceeding 40 labor hours shall require additional approval by the Redmond Police Department, which may be a verbal or written approval.
2. **Overtime and/or Emergency Rates:** Should Redmond require an immediate or emergency installation that Seattle is unable to reasonably accommodate, both parties may mutually agree to utilize Seattle overtime labor to accomplish the work. In such event, Redmond shall compensate Seattle at the overtime rates for the work performed.
3. **Decommission Labor Hours:** Up to of 7 labor hours are approved in advance, at a total cost not to exceed of \$488 to Redmond. Decommission costs exceeding 6 labor hours shall require additional approval by the Redmond Police Department, which may be a verbal or written approval.

B. **Parts:**

1. **Parts Supplied by Redmond:** Redmond shall provide all necessary parts. Redmond is to supply such parts to Seattle promptly and without delay. Seattle shall promptly notify Redmond if any additional parts are required to complete work, and the parties shall mutually agree on who shall supply the part.
2. **Parts Supplied by Seattle:** Redmond and Seattle may agree to have Seattle supply a part directly. Redmond shall approve such parts in advance, either verbally or in writing. Parts supplied by Seattle shall be charged to Redmond at the actual cost paid by Seattle plus the standard Seattle mark-up rate in effect at the time of such purchase (currently 12% mark-up for emergency lights or a 23% mark-up for standard parts).

C. **Maintenance:** Seattle has estimated the following charges for routine maintenance. Actual costs may vary depending on the equipment and parts required.

1,000 mile maintenance	\$ 281
2,500 mile maintenance	\$ 189
5,000 mile maintenance	\$ 272
7,500 mile maintenance	\$ 189
10,000 mile maintenance	\$ 509

D. **Repairs:** Repairs may be requested by Redmond. Seattle shall charge the standard hourly rates authorized in Section 4A for repairs. Parts and itemized supplies shall be provided and charged separately at the mark-up indicated above.

5. **Billing:** Seattle will invoice Redmond for all amounts due to Seattle under this Agreement for services rendered in the prior calendar month. Payment shall be due from Redmond 30 days from the date of the invoice. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum) from the date due until paid. Payment shall be sent to the City of Seattle address shown in Section 3.

Seattle will send the original invoice to:

City of Redmond
Accounts Payable MS: CAFAP
15965 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

Change-out, maintenance and/or repair work performed and/or supervised by the City of Seattle's Fleets and Facilities Department (FFD) on Redmond Police Harley Davidson motorcycles will be invoiced by FFD to Redmond.

Change-out, maintenance and/or repair work performed by the City of Seattle's Department of Information Technology (DoIT) on Redmond Police Harley Davidson motorcycle radio equipment may be invoiced by DoIT directly to Redmond.

6. Miscellaneous Conditions:

- A. Pickup and Delivery:** Redmond shall pick up and deliver the motorcycles.
- B. Testing:** The Redmond Police Department shall test and accept the motorcycle electrical and mechanical related items.
- C. Model Year Designs:** Redmond shall be responsible for changes in costs caused by changes in model year designs. Seattle shall contact Redmond if there is a substantial change to the motorcycle design that substantially changes the anticipated cost of set-up or change-out.

7. Warranty: Seattle shall warrant installation for three months following installation, and correct, at no cost to Redmond, deficiencies, failures, or repairs that are required because of a faulty installation, provided Seattle is notified of such deficiencies, etc., within the three-month warranty period.

8. Record Keeping: Seattle agrees to maintain records regarding services performed for Redmond. Those records will be similar to the records Seattle maintains for the same services it provides to itself. Seattle agrees to make such records available to Redmond upon request. Seattle will maintain these records for 180 days from date of service.

9. Indemnification and Insurance:

- A.** Seattle shall indemnify Redmond, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from Seattle performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Redmond, its officers, agents or employees, Seattle indemnification obligation hereunder shall be limited to Seattle's proportionate share of liability as mutually agreed or determined by a court of competent jurisdiction.
- B.** Redmond shall indemnify Seattle, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from Redmond performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Seattle, its officers, agents or employees, Redmond indemnification obligation hereunder shall be limited to Redmond's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- C.** Seattle maintains self-insurance for liability third claims up to and exceeding One Million Dollars (\$1,000,000) per occurrence and in aggregate, for liability exposures related to the services, including general liability, and auto liability; Seattle shall maintain such self-insurance for those events that occur during the term of the contract, regardless of when the claim is made. Upon

Redmond's request, Seattle shall furnish Redmond a letter to confirm self-insurance at these levels.

10. **Governing Law:** The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and that venue for any suit hereunder shall be in King County.
11. **Independent Contractor:** In providing these services to Redmond, Seattle is an independent contractor and neither its officers, agents nor employees are employees of Redmond for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of Redmond under any applicable law rule or regulation.
12. **Entire Agreement:** This Agreement represents the entire integrated Interlocal Agreement between Redmond and Seattle and supercedes all prior negotiations, representations or agreements on this matter, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on June 22, 2004.

CITY OF REDMOND

Connie Allen C.P.M.
Connie Allen, C.P.M, Purchasing Mgr.
City of Redmond

6/15/04
Date

Rosemarie M. Ives
Rosemarie M. Ives, Mayor
City of Redmond

6/22/04
Date

CITY OF SEATTLE:

John M. Franklin
~~John M. Franklin, Director~~
Fleets & Facilities Department
NATY TEARSON, ACTING DIRECTOR
7-6-04

Date

Greg Nickels, Mayor
City of Seattle

Date