

**INTERLOCAL AGREEMENT**  
**Fuel Supply and Maintenance Services**

THIS INSTRUMENT is made this 4<sup>th</sup> day of August, 2022, by and between Shoreline Fire Department ("SFD"), a municipal corporation of King County, Washington, and Northshore Utility District ("NUD"), a municipal corporation of King County, Washington (each a "Party" and collectively, the "Parties").

**RECITALS**

- I. SFD and NUD are authorized by RCW 39.34 to enter this inter-local agreement ("ILA").
- II. King County Fire Protection District No. 16 ("KCFPD16") had entered into an ILA with SFD for fleet, administrative, and operational services on April 28<sup>th</sup>, 2022 ("Exhibit-1").
- III. NUD has several standing arrangements and agreements with KCFPD16 as follows:
  - NUD provision of fueling service to KCFPD16 vehicles.
  - NUD provision of facility maintenance service for the private water system owned and operated by KCFPD16 ("Exhibit-2").
  - NUD provision of fleet and equipment maintenance services to KCFPD16 ("Exhibit-3").
- IV. SFD has the ability and desire to perform fleet and equipment maintenance services for KCFPD16 and has requested a reduction in maintenance services provided by NUD under Exhibit-3.
- V. NUD is sufficiently equipped, staffed and willing to continue to provide services to SFD as described in the Exhibit-2 agreements identified above with certain modifications.
- VI. SFD is interested in developing a long-term relationship with NUD as an additional fleet maintenance resource, either as a back-up to SFD staff and/or if there is an expansion of services.
- VII. Exhibit-1, Exhibit-2, and Exhibit-3 are incorporated herein by reference.

**AGREEMENT**

- A. Subject to modifications as described below, SFD shall assume all obligations and responsibilities of KCFPD16 under the existing arrangement and agreements identified in Recitals Section II above commencing with the execution of this agreement.

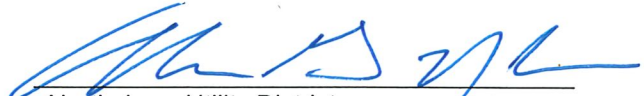

- B. In the event SFD and KCFPD16 terminate their ILA as described in Exhibit-1, SFD shall give NUD a minimum of two-month, written notice of its desire to be mutually released from this ILA.
- C. Specific vehicles and equipment identified for maintenance under this Agreement are listed in Exhibit-4. Additional vehicles or equipment may be added or subtracted from the list upon mutual agreement by the Parties in writing.
- D. Fuel Rate: SFD shall assume the responsibility for the existing fueling service arrangement between NUD and KCFPD16 (identified in Recitals Section II) at a rate specified in NUD's rate resolution which will be updated and published periodically.
- E. Billing: NUD shall bill SFD monthly for all services. All billing for services of KCFPD16 shall be transferred to SFD in accordance with the terms in the Exhibit-1.
- F. Service Location: NUD shall provide facilities, vehicle, and equipment maintenance services at NUD's facility; but it may be necessary to perform these services elsewhere on an emergency basis (see paragraph H below). The services will be performed on a schedule mutually agreed upon by the Parties. SFD is responsible for delivering the vehicles and equipment to NUD in conformance with the agreed upon schedule. NUD may, in its sole discretion, decline to provide the requested or scheduled maintenance service because of other work commitments, personnel shortages, the complexity of the needed service, or other reasons.
- G. Service Scheduling: NUD will perform preventative maintenance and make minor repairs on vehicles and equipment during regular work hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding NUD observed holidays. NUD will perform preventative maintenance at set intervals. NUD will schedule all major repairs with the designated SFD fleet contact personnel.
- H. Emergency Service: NUD agrees to provide repair and service under this Agreement on an emergency basis at other locations when needed. NUD recognizes the emergency nature of fire district vehicles and will attempt to prioritize fire district vehicles when identified by SFD that such a priority is necessary. SFD agrees to request emergency priority only when necessary, and NUD will attempt to accommodate the request, provided that NUD shall have the final decision as to priorities of maintenance.
- I. Shop Rate: All labor for services rendered will be charged to SFD at a single hourly shop rate. The shop rate will be 2.65 times the mid-point hourly rate of the established pay range for NUD's Senior Mechanic position of \$41.60. Said pay range will be updated annually by NUD. Services requested and provided outside the regular work hours as described in paragraph G above, will be charged to SFD at 1.5 times the hourly shop rate (2.65 times the mid-point hourly rate of the established pay range for NUD's Senior Mechanic position of \$41.60) with

minimum billing of two hours. All parts, materials, and supplies will be charged to SFD at 1.2 times the cost to NUD for shipping and handling.

- J. Payment for Service: SFD agrees to pay for all services according to the fee schedule as described in the preceding paragraphs. The payment will be rendered at the end of each month that an invoice is received no later than the tenth of that month. The fee schedule may be revised from time to time as negotiated between the Parties.
- K. Insurance: SFD agrees to maintain insurance coverage on all vehicles and equipment while in possession of, being operated, or serviced by NUD. Proof of insurance will be provided upon request. NUD agrees to maintain sufficient liability and other appropriate insurance coverage on its employees assigned to, and facilities used for, repair and maintenance of all vehicles and equipment.
- L. Testing: SFD grants NUD and its personnel permission to operate vehicles on streets and highways or elsewhere for the purpose of testing and inspection.
- M. Indemnification: Each of the Parties shall, at all times, be solely responsible for the acts or failure to act of its personnel. To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party and its personnel and officials from and against every claim, loss, damage, demand, liability, cost, charge, suit, judgement, attorney's fees, and expense arising out of or in any way resulting from that Party's own negligence or willfully tortious acts, errors or omissions that may arise in connection with its performance pursuant to this Interlocal Agreement. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. The obligations of this Section M shall survive termination of this Agreement.
- N. Effective Date: This agreement is to become effective on August 5, 2022, and will remain in effect until terminated by either Party with at least two-months written notice to the other Party of intent to terminate.

**KCFD4:**

**NUD:**



Shoreline Fire Department  
By its Fire Chief, Mathew Cowan

Northshore Utility District  
By its General Manager, Alan G. Nelson

Date Signed: 8/10/22

Date Signed: 8/10/2022

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mathew Cowan is the person who appeared before me, and said person acknowledged that he/she signed this instrument and that he was authorized to execute the instrument and acknowledged that as the Fire Chief of Shoreline Fire Department, to be the free and voluntary act of such LLC, Corporation or Partnership for the uses and purposes mentioned in the instrument.



Dated 8/10/2022

Joyce M. Brown  
(Signature of Notary Public)

Joyce M. Brown  
(Printed Name of Notary Public)

Commission Expires: 10/1/2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Alan G Nelson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged that as the General Manager of Northshore Utility District to be the free and voluntary act of such LLC, Corporation or Partnership for the uses and purposes mentioned in the instrument.



Dated August 10, 2022

[Signature]  
(Signature of Notary Public)

THEMA CRENSHAW  
(Printed Name of Notary Public)

Commission Expires: 3/19/25

# EXHIBIT-1

## Interlocal agreement between KCFPD4 and KCFPD16

be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

### 2. DEFINITIONS.

2.1. The following terms, when used in this agreement, shall be defined as follows:

- (a) "SFD" shall mean the Shoreline Fire Department.
- (b) "NFD" shall mean the Northshore Fire Department.
- (c) "Station 51" shall mean the fire station, administrative headquarters, and training facility located at 7220 NE 181st Street Kenmore, WA 98028.
- (d) "Station 57" shall mean the fire station located at 17020 Brookside Blvd NE Lake Forest Park, WA 98155.
- (e) "Chief" or "Fire Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of SFD.
- (f) "Employees" shall mean full-time, compensated employees, Captains, Firefighters, Emergency Medical Technicians (EMT), and/or Paramedics.
- (g) "Insurance" shall mean either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- (h) "Material Breach" shall mean SFD's failure to provide minimum staffing levels, NFD's failure to timely pay the Contract Payment, or either party's failure to comply with other material terms of this Agreement.

### 3. SCOPE OF SERVICES

- 3.1. **Fire Suppression Services.** SFD shall provide all services necessary for fire suppression, fire prevention, fire support, hazardous material response, and rescue response to a service area covering the corporate limits of NFD, including technical rescues involving low/high angle, confined space, trench, water, and surface water.
- 3.2. **Emergency Medical Services.** SFD shall provide all services necessary for basic life support emergency medical service to a service area covering the corporate limits of NFD, including mobile integrated health care and a Medical Services Officer.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 3.3. **Administrative / Operations Services.** SFD shall provide administrative, operations, and management authority to a service area covering the corporate limits of NFD, including but not limited to the following:
- (a) The Fire Chief or designee shall supervise, administer, and manage the day-to-day operations of the services, including, without limitation, the following:
    - (i) Staffing levels, personnel assignments and other resource allocations.
    - (ii) Implementation of Budget.
    - (iii) Implementation of policies and procedures.
    - (iv) Personnel management, including discipline. The Fire Chief shall manage all disciplinary actions consistent with existing personnel policies and procedures. All disciplinary actions shall follow Department policy.
    - (v) Oversee and manage all operations in the manner of, and subject to, the limitations specified herein.
  - (b) For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, NFD hereby designates the Fire Chief of SFD as NFD's Fire Chief. SFD's Fire Marshal will become NFD's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of SFD.
  - (c) The Fire Chief shall report on administrative and operational matters to NFD Board of Commissioners and shall attend meetings when requested.
- 3.4. **Fire Marshal.**
- 3.4.1. SFD Fire Chief or his/her designee shall be NFD's Fire Marshal for purposes of statutory provisions, regulations and the cities' municipal codes, and shall have a Deputy Fire Marshal assigned to Station 51. SFD will perform Fire Marshal services within NFD boundaries, including designating a Fire Code Official, reviewing plans, performing inspections and fire investigations, assisting in code enforcement, and educating the public.
- 3.4.1.1. **Plan Review.** SFD shall provide fire and life safety plan review for new development and construction consistent with applicable statutes, regulations, and the city codes. SFD shall coordinate plan review services with the appropriate development review team by reviewing plans within set timelines, attending plan review and other meetings, as requested, and responding to applicant questions as requested.
- 3.4.1.2. **Fire Inspections.** SFD shall conduct a program of fire inspection of commercial, industrial and multi-family properties.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

3.4.1.3. **Fire Investigation.** SFD shall investigate fires to determine origin and cause. Investigations shall be conducted in coordination with the appropriate police department.

3.4.1.4. **Public Education.** SFD shall provide a program of public education activities within NFD's jurisdictional boundaries. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training.

3.4.2. All services provided pursuant to this Agreement shall be performed in a professional and competent manner pursuant to and within the timelines required of applicable Codes, policies and procedures (including applicable customer service standards), and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

3.4.3. In the event NFD becomes dissatisfied with the performance of the Fire Marshal, NFD shall notify the Fire Chief in writing stating the reason(s) and SFD shall take corrective action as necessary to address NFD's concerns.

3.4.4. The Cities of Kenmore and Lake Forest Park shall retain the full and ultimate authority for code adoption, interpretation, and enforcement.

3.5. **Training and Education.** SFD shall provide training and education to all Firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code, including as it relates to the North King County Training Consortium or successor entity.

3.6. **Emergency Management.** SFD shall provide oversight and coordination of emergency operations plans.

3.7. **Public Information, Education, and Outreach.** SFD shall provide public information, education, and outreach to a service area covering the corporate limits of NFD.

3.8. **LEOFF 1 Liability.** SFD shall administer and process payments for LEOFF 1 expenses. NFD shall remain liable for all payments required for its LEOFF 1 employees, which shall be paid out of NFD's reserve funds. NFD shall perform, execute, and deliver any and all further acts that may reasonably be required to effect the intent of this Paragraph for compliance with the Department of Retirement Services.

#### 4. STANDARDS FOR SERVICES / STAFFING

4.1. **Staffing Level.** SFD shall staff according to the following minimum staffing level:

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 4.1.1. Station 51 shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) Company Officer, one (1) Driver/Operator, and three (3) Firefighter/EMTs. It is an expectation for an administrative presence at the front desk Monday - Friday for eight (8) hours per day.
- 4.1.2. Station 57 shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) Company Officer, one (1) Driver/Operator, and one (1) Firefighter/EMT. If approved by NFD, SFD shall utilize peak hour staffing at Station 57 with two (2) additional Firefighter/EMTs.
- 4.1.3. SFD agrees to provide the command oversight of at least one (1) Battalion Chief twenty-four (24) hours per day, seven (7) days per week. The Battalion Chief shall perform at least those duties identified in the job description attached as **Exhibit A**.
- 4.1.4. In the short-term, SFD and NFD will share two (2) Battalion Chiefs, twenty-four (24) hours per day, seven (7) days per week. Starting on January 1, 2023, SFD and NFD will share one Battalion Chief, twenty-four (24) hours per day, seven (7) days per week, and one (1) Battalion Chief on a minimum of twelve (12) hours per day, seven (7) days per week. Starting on July 1, 2023, SFD and NFD will share one (1) Battalion Chief to be on duty, twenty-four (24) hours per day, seven (7) days per week. This goal will be re-evaluated on an ongoing basis by both Board of Commissioners to ensure that the Department is being properly staffed. Any vacancies that occur in the Battalion Chief ranks after this Agreement is signed will not be filled with a permanent promotion until there are fewer than four (4) Battalion Chiefs.
- 4.2. **Apparatus at Stations.** SFD staff shall serve on the following apparatus:
  - 4.2.1. Station 51 shall have at least one (1) engine (pumper) and one (1) aid car.
  - 4.2.2. Station 57 shall have at least one (1) engine (pumper). If approved by NFD, SFD may utilize one (1) aid car at Station 57 during peak hours.
- 4.3. **Level of Service.** SFD shall provide a consistent level of service across the entire service area with the performance measure goals stated in NFPA 1710 by the National Fire Protection Association.
- 4.4. **Staffing Exceptions.** Exceptions to the staffing level may occur on a temporary basis not to exceed thirty (30) days, or in unusual circumstances such as where there is a significant emergency event(s) in SFD, NFD, or other areas which are under a mutual aid agreement. Unusual circumstances and significant emergencies mean such matters as major earthquake, natural disasters, and other declared and recognized area-wide emergencies.
- 4.5. **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require SFD to respond first within NFD as opposed to other areas protected by SFD. Rather, the parties recognize that responses to concurrent emergencies shall be determined by SFD based upon SFD's operational judgment and without regard to where the concurrent emergencies occur.

- 4.6. **Changes in Services.** Should NFD desire to increase the level of services SFD provides under this Agreement, the parties shall equitably negotiate an amendment to this Agreement revising the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

### 5. PAYMENT FOR SERVICES

- 5.1. **One-Time Contract Payment.** NFD shall pay SFD a one-time payment of \$7,166,380 by June 1, 2022 to cover the following:
- 5.1.1. **Employee Benefits.** The One-Time Contract Payment shall include \$1,246,324 (projected for May 31, actual amount will be updated on May 31) related to accrued employee benefits for employees of NFD transferring to SFD. This amount shall reflect cash out amounts for vacation at 100% and sick leave at 50% value.
  - 5.1.2. **Post-Employment Medical Benefits.** The One-Time Contract Payment shall include \$73,798 related to post-employment medical benefits for employees of NFD transferring to SFD.
  - 5.1.3. **Equipment.** The One-Time Contract Payment shall include \$35,000 related to equipment purchases.
  - 5.1.4. **Total Cost of this Service for 2022.** The One-Time Contract Payment shall include \$5,811,258 for the cost of providing services, including, without limitation, salary, benefits, and general expenses, from the effective date of this agreement until December 31, 2022.
  - 5.1.5. **No Reserve Funds.** NFD shall not contribute to SFD's reserve funds and shall, instead, retain ownership of its entire reserve funds (except as needed to pay the Contract Payments). If circumstances beyond the control of SFD cause SFD to spend significant funds from its reserve account, SFD may request a transfer of reserves from NFD proportional to the reserve funds SFD spends for the benefit of NFD, which must be approved by NFD.
  - 5.1.6. **No Contribution to SCBA/ IT Equipment / Apparatus Replacement Funds.** NFD shall not contribute to the capital apparatus funds or for the purchase of SCBAs or IT equipment. Instead, NFD shall replace its own apparatus and vehicles, and pay SFD to replace its SCBAs and IT equipment, which may be used during the term of this Agreement as provided herein. These purchases will be defined in the capital replacement schedule and will be reviewed annually with the NFD.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

5.2. **Annual Contract Payment.** For the services provided by SFD pursuant to this Agreement starting January 1, 2023, NFD shall pay SFD the following amounts annually, billed quarterly (the "Contract Payment"), estimated at \$9,516,329 in 2023, which includes the following:

5.2.1. **Annual Fee.** The Annual Contract Payment includes an Annual Fee of \$1,429,264, which shall increase by three and one-half percent (3.5%) annually. This fee shall include, without limitation, general expense line items for Department operations, labor for administering the billing for BLS transports and GEMT programs, and the annual capital equipment replacement purchases as identified in Exhibit D. The inflationary rate shall be reviewed in 2025 for appropriateness. If both NFD and SFD agree in writing that it needs to be adjusted, then the fee schedule will be adjusted for 2026 and beyond.

5.2.2. **Personnel Costs.** The Annual Contract Payment includes an Annual Fee of \$8,087,065, which includes personnel costs including all employee-related expenses, such as wages, benefits, and overtime costs. It also reflects the expected credit of revenue received from the BLS transport program of approximately \$343,114 and GEMT program of approximately \$687,771. The personnel costs for 2023 are a very preliminary estimate based off forecasted needs and a 5.5% CPI. This amount will be adjusted by October 15<sup>th</sup> as provided below.

For 2023, NFD shall pay a percentage of Personnel Costs based on minimum staffing – not including Medic One – using the following schedule for Admin, Fleet and Facilities personnel. Operational labor costs will be allocated to NFD and SFD based on actual time worked at each location calculated by the payroll system. Remaining salary and benefit costs will be allocated based on the percentage of straight time allocated to each department to the total straight time of the combined entities.

<b>Costing Model for Integration with NFD 2023</b>					
Item	Total	SFD	NFD	NFD %	Notes
Admin Personnel	27	19	8	29.6%	No MIH or DivC of EMS. NFD stand alone #s
Ops Personnel	26	16	10	38.5%	Est. % of straight time costs by Department
Fleet Personnel	21	13	8	38.1%	Apparatus (staffed and reserve)
Facilities Personnel	6	4	2	33.3%	Stations

If there are changes to staffing levels, number of apparatus, stations, etc. then the following will apply:

- Admin Personnel: Percentages will stay the same unless another organization is added. If that occurs then a similar approach will be used where the number of personnel, prior to becoming part of SFD, will be added into the above matrix. This will decrease the percentages of both SFD and NFD.

# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- **Ops Personnel:** If staffing levels are changed, or if an additional Department is added, then the same model will be applied. The individual Departments will be responsible for their percentage of the entire straight time costs apportioned to staffing apparatus at Station 51 and Station 57.
- **Fleet Personnel:** If there are changes to the number of staffed or reserve apparatus for NFD, SFD, and/or another agency, then the percentage will be equitably adjusted.
- **Facilities Personnel:** If a staffed facility is added then the percentage will be equitably adjusted.

These personnel costs shall be provided to the NFD as part of the annual budgeting process in the same manner as calculated above, which shall be reconciled annually as provided below.

**5.2.2.1. Reconciliation.** NFD shall pay to SFD the Actual Personnel Costs incurred to render services described in this Agreement for members of Local 1760; provided, however, Actual Personnel Costs shall not increase more than the annual COLA increase to wages provided for in the Collective Bargaining Agreement with Local 1760 plus two percent (2%) year over year. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year. The initial calculation of Personnel Costs for a particular year shall be established by October 15th based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than February 15th of the year following the contract year. Example: By October 15th, 2022, SFD will establish a budgeted Personnel Cost for calendar year 2023. NFD will pay this amount for services rendered in 2023. SFD will then reconcile the budgeted amount to the Actual Personnel Cost and provide NFD with a reconciliation for 2023 no later than February 15th, 2024. NFD shall pay any difference between the initial Personnel Costs and Actual Personnel Costs by no later than April 1<sup>st</sup>, immediately following receipt of the reconciliation from SFD; provided, if initial Personnel Costs paid by NFD exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by NFD, in which case such difference shall be refunded to NFD.

**5.2.3. Pro-Rated Amounts.** Annual payments shall be prorated for partial years.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 5.3. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, SFD shall provide NFD with quarterly invoices outlining the nature of the services provided. NFD shall pay all invoiced amounts within 30 days of receipt.
- 5.4. **Failure to Submit Invoice.** The failure of SFD to submit an invoice for services to NFD within the timeframes provided in this Agreement shall not result in a waiver of the requirement of NFD to pay for those services; provided, the failure of SFD to invoice NFD for a period in excess of six (6) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the parties.
- 5.5. **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this Agreement because SFD was required to comply with a legislative or regulatory decision by an entity other than NFD, then at the request of either party, NFD and SFD shall negotiate an amendment to this Agreement and adjust Contract Payment to fully compensate SFD for actual costs incurred by SFD. An example of a significant increase in cost would be if the state required that fire engines be staffed with four firefighters per engine instead of three. If NFD and SFD are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this Agreement shall apply. Failure of either party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.
- 5.6. **BLS Transport Fees / GEMT Funds.** SFD will charge fees for the BLS transports at the discretion of NFD. If SFD is directed to charge fees for BLS transports, NFD shall be credited the money recovered from those transport fees for transports within NFD's jurisdictional boundaries. NFD will participate and receive Ground Emergency Medical Transportation (GEMT) funds related to transports within NFD's jurisdictional boundaries. NFD will be charged to administer the BLS transport for fees and GEMT. If there is a negative impact to SFD GEMT collection due to adding the NFD jurisdiction for fee collection, or if additional consulting/administration fees need to be levied, then a portion of NFD GEMT collection shall be transferred to SFD commensurate with these needs.

## 6. EMPLOYEES

- 6.1. **Transfer of Employment.** All NFD employees who are members of IAFF Local 2459 or Local 1760 (if merged) shall become employees of SFD at or above their current position and rank, and receive the wages and benefits as provided in the Collective Bargaining Agreement with IAFF Local 1760, including transferring of all accrued leave allowed under that CBA, except as may otherwise be agreed to through the collective bargaining process.
- 6.2. **SFD Employees.** SFD shall, at all times, be solely responsible and liable for the conduct of its employees in performing the services called for in this Agreement. SFD shall be solely responsible for all compensation, benefits, and insurance for its employees.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

### 7. NFD STATIONS

- 7.1. **Ownership and Use.** NFD shall retain ownership of Station 51 and Station 57 during the term of this Agreement and shall make the fire stations available for use by SFD. NFD shall provide use of Stations in "as-is" condition.
- 7.2. **No Use Charge.** No use charge shall be assessed to SFD. The parties agree that the rights and contractual obligations contained within the Agreement constitute adequate consideration for SFD use and possession of the premises.
- 7.3. **Utilities and Services.** NFD shall ensure the availability of all utilities necessary for the use of the premises to include: water, sewer, garbage, heating, air conditioning, electrical power, and telephone and information technology/system data lines.
- 7.4. **Cost for Utilities.** SFD shall be responsible for the cost of all utilities used on the premises.
- 7.5. **Conditions and Repairs.** SFD acknowledges that the premises have been continuously used to provide fire and emergency services and that its current condition is acceptable for SFD to continue providing fire and emergency services.
- 7.6. **Improvements.** No major capital improvements to the Stations are anticipated during SFD's use. In the event the Stations require necessary capital improvements, the parties will meet and confer in good faith in an effort to mutually agree upon a budget and timetable for completion of the improvements. NFD currently follows recommendation of Reserve Consults LLC to pay for capital improvements.
- 7.7. **Maintenance and Repair of Stations.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance. SFD shall be solely responsible for the routine maintenance associated with the Fire Stations.
  - 7.7.1. NFD shall remain responsible for all Major Repairs and Maintenance, which shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$10,000.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$10,000.00 cost limit applies to all repair and maintenance costs associated with repairing the pipe, the floor and any associated damage). SFD shall promptly notify NFD in the event of any needed Major Repairs or Maintenance. When requested by NFD, SFD shall secure up to three estimates for any major repair or maintenance.
- 7.8. **Damage to Premises.** SFD shall be responsible to NFD for any loss or damage to the building or premises except to the extent caused by the negligence of NFD.

### 8. APPARATUS AND VEHICLES

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 8.1. **Ownership and Use.** NFD shall retain ownership of its apparatus and vehicles during the term of this Agreement, including those identified on **Exhibit B**. NFD grants to SFD use and possession of its apparatus and vehicles for the purposes of this Agreement; provided, however, except for reserve apparatus, that NFD's apparatus shall ordinarily be stationed at Station 51 or Station 57.
- 8.1.1. **Reserve Service.** NFD apparatus may be used by SFD in its reserve fleet after the front-line service period of the subject apparatus is complete, in accordance with the aforementioned replacement schedule. NFD will retain ownership of its front line apparatus when transferred to reserve status.
- 8.1.2. **Surplus Apparatus.** When the useful service life of NFD apparatus has ended, and NFD has declared such apparatus surplus, SFD will assist in the sale or disposal of the apparatus in a legal, commercially reasonable manner. The proceeds, if any, from the sale of NFD-owned apparatus will be transferred to NFD.
- 8.2. **Modification.** Modifications to NFD's apparatus and vehicles is anticipated during SFD's use. All alterations, additions, and improvements would need to be approved by NFD.
- 8.3. **Maintenance.** SFD shall reasonably maintain NFD's apparatus and vehicles at the sole cost and expense of SFD.
- 8.4. **Damage to Apparatus.** SFD shall be responsible to NFD for any property loss or damage done to NFD's apparatus, vehicles, and equipment except damage caused by NFD's negligence.
- 8.5. **Replacement.** NFD shall, at no additional cost to SFD, replace its apparatus and vehicles as follows:

Description	In Service	Life Cycle (in Years)
Class A Pumper	2020	10
Class A Pumper	2020	10
Reserve Class A Pumper	2010	10
Reserve Class A Pumper	2010	10
Rescue Vehicle	2006	20
Aid Car	2016	8
Reserve Aid Car	2008	8
Additional Aid Car (A151)	2023	8
Additional Aid Car (A157)	2023	8
Staff Vehicle	2019	10
Staff Vehicle (FC)	2016	13
Training Vehicle	2022	12
Utility Vehicle	2010	12
Command Vehicle	2009	10
Rescue Jet Ski	2022	5
Rescue Jet Ski	2022	5

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

### 9. EQUIPMENT

- 9.1. **Ownership and Use.** NFD shall transfer all Fire and EMS equipment to SFD with a Bill of Sale attached hereto as **Exhibit C**.
- 9.2. **Maintenance.** SFD shall reasonably maintain the equipment at its sole cost and expense.
- 9.3. **Replacement.** SFD shall, at no additional cost to NFD, replace equipment used at the Fire Stations as described in Capital Replacement Plan attached as **Exhibit D**; except, however, NFD shall reimburse for SCBA purchases, including masks, cylinders, regulators, Bluetooth, and compressor.

### 10. RECORDS

#### 10.1. Definitions.

10.1.1. **"SFD Records"** shall include: (i) all records prepared, owned, used, or retained by SFD related to the performance of its statutory and contractual duties; and (ii) all reports, documents, surveys, books, records, files, papers, and electronic or written materials that are owned by or in the possession of NFD and related to Fire/EMS services transferred and/or made available to SFD.

10.1.2. **"NFD Records"** shall include all records prepared, owned, used or retained by NFD related to the performance of its statutory and contractual duties.

10.2. **Record Ownership.** The parties recognize that physical custody of SFD Records or NFD Records is not determinative of whether the records are SFD Records or NFD Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoenas or pursuant to the Washington State Public Records Act.

10.3. **Records Custodian.** Except as provided below, SFD will be the primary record custodian of all SFD Records and all NFD Records.

10.4. **Requests for Records.** The parties recognize that some NFD Records will be in the custody of SFD. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by NFD or SFD. In the event the NFD receives a public records request, subpoena, or other request for NFD Records, the following process shall be followed:

10.4.1. SFD will administer its ordinary public records process. If NFD receives records requests outside that process, NFD will advise SFD in writing that the request has been received.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 10.4.2. SFD will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- 10.4.3. SFD will provide copies, at its sole cost and expense, in the form requested by NFD to either NFD or the requestor, as directed by NFD. In the event NFD receives payment for the copies, NFD shall forward such payment to SFD.
- 10.4.4. SFD shall be responsible to NFD for communicating with the record requester on behalf of NFD in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party and, if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 10.4.5. It shall be the responsibility of NFD, and at the expense of NFD, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to SFD's acts or omissions under this Agreement, then SFD shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Parties fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

### 11. OVERSIGHT AND REPORTING

- 11.1. **Joint Meetings.** The Board of Fire Commissioners shall hold at least two (2) joint meetings per year to discuss administration of this Agreement.
- 11.2. **Agreement Administrators.** SFD Fire Chief and NFDs' Board of Fire Commissioners and/or their designees, shall act as administrators of this Agreement for purposes of RCW 39.34.030. During the term of this Agreement, SFD Fire Chief shall provide NFD's Board Chair with monthly written reports concerning the provision of services under this Agreement.
- 11.3. **Representation on Intergovernmental Boards.** SFD shall represent NFD on intergovernmental boards or on matters involving the provision of services under this Agreement as reasonably requested by NFDs' Board of Fire Commissioners, except the King County Fire Commissioners' Association. NFD reserves the right to represent itself in any matter in which the interests of NFD and SFD are not aligned or whenever any matter relates to the appropriation of or expenditure of NFD funds beyond the terms of this Agreement.

### 12. EXISTING AGREEMENTS

- 12.1. **Existing Agreements.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other agencies.

ILA FOR FIRE & EMS - 13



# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

SFD shall assume NFD's contractual responsibility and obligations for the provision of such agreement, including, without limitation, the following:

- **King County BLS Contract (5002 EMS).** NFD shall assign Contract 5002 EMS to SFD whereby King County may pay SFD to provide BLS services, including funding BLS Core Services, BLS Training & QI Program, a Mobile Integrated Healthcare, in NFD's jurisdiction. Termination of or changes to Contract 5002 EMS may result in changes in BLS Core Services, BLS Training & QI Program, a Mobile Integrated Healthcare.
- **Northshore Emergency Management Coalition (NEMCO).** NFD shall remain a member of NEMCO.
- **North King County Training Consortium.** NFD shall remain a party to the Interlocal Agreement for the North King County Training Consortium. NFD shall designate the Fire Chief as its representative to the governing board for the Consortium. The Fire Chief shall inform NFD's Board of Fire Commissioners of matters involving the Consortium, including any impacts to Station 51, current headquarters for the Consortium. NFD's Board of Fire Commissioners shall retain the authority to decide on the use of NFD facilities and will direct the Fire Chief to represent NFD on said use as part of the governing board of the Commission. To the extent NFD receives a credit for providing equipment, suppliers, and/or facilities to the Consortium, that credit shall be used to reduce the amount SFD is required to pay to the Consortium on behalf of NFD.
- **Regional Emergency Management.** NFD shall remain a party to the Interlocal Agreement for Regional Emergency Management. NFD shall designate the Fire Chief as its representative of its municipal functions and duties under the agreement.

SFD shall pay all amounts owed by NFD under such agreements. At such time as these agreements are renegotiated and re-executed, SFD will represent NFD's interests and shall be signatory to the agreements on behalf of NFD.

- 12.2. **Mutual and Automatic Aid.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. SFD shall assume NFD's responsibilities and contractual obligations for the provision of mutual and automatic aid. At such times as these agreements are renegotiated or re-executed, SFD shall represent NFD's interest and shall be signatory to the agreement on behalf of NFD.

### 13. TERMINATION AND RETURN OF ASSETS

- 13.1. **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this Agreement shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below. In the event that this Agreement is terminated due to a change in law or

# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

by mutual agreement, each party shall bear its own costs associated with the termination.

13.2. **Duty to Mitigate Costs.** NFD and SFD have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

13.3. **Disposition of Assets to NFD.** If this Agreement is terminated for any reason other than the merger of NFD into SFD, NFD and SFD agree to the following disposition of assets and equipment upon termination:

13.3.1. **NFD Owned Assets.** Any assets owned by NFD on the Termination Date shall be returned to the possession of NFD, including the NFD Fire Stations, its apparatus, and vehicles.

13.3.2. **Equipment.** Upon the Termination Date, SFD shall transfer to NFD any SFD-owned equipment that is located at NFD Fire Stations. SFD shall also refund to NFD those amounts NFD paid into the capital equipment replacement fund that were not spent prior to the Termination Date.

13.4. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, SFD shall submit to NFD a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

## 14. INDEPENDENT MUNICIPAL GOVERNMENTS

14.1. **Independent Governments.** NFD and SFD recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, SFD shall have the sole discretion and the obligation to determine the exact method by which the services are provided within SFD and within NFD unless otherwise stipulated within this Agreement.

14.2. **Resource Assignments.** SFD shall assign available resources based upon the operational judgment of SFD as exercised within the limitations and obligations of this Agreement, and not on existing internal political boundaries.

14.3. **Finances.** Each party shall remain responsible for the financial operation of its own Fire District, the preparation of its budget, and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft of the NFD budget and fire benefit charge in consultation with the NFD board. Each party agrees to provide the other party with a copy of its budget when completed.

14.4. **Debts and Obligations.** Neither NFD nor SFD, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

### 15. INDEMNIFICATION

15.1. To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

### 16. INSURANCE

16.1. SFD shall provide insurance coverage for the NFD real and personal property, as well as for all equipment and personnel of SFD. The insurance coverage shall include all risk property insurance, insuring the real property contents at replacement cost and general liability insurance, including errors and omissions coverage. SFD shall furnish to NFD appropriate documentation showing that such coverage is in effect. Policy deductibles shall be the responsibility of SFD.

16.2. SFD shall carry and maintain, for the duration of this Agreement, property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverages existing on the date of this Agreement in a form consistent with existing policy; provided, however, coverage shall not be less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate, with a deductible of not more than five thousand dollars (\$5,000.00) for each policy.

16.3. The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall include a thirty (30) calendar days' prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

### 17. MISCELLANEOUS

17.1. **Other Cooperative Agreements.** Nothing in this Agreement shall preclude NFD and SFD from entering into contracts for service in support of this Agreement.

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# EXHIBIT-1

## Interlocal agreement between SFD and KCFPD16

- 17.2. **Public Duty Doctrine.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine. NFD and SFD shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.
- 17.3. **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions, (e.g., payroll, records transfer and employee benefit coordination) and to reasonably cooperate with each other to effectuate this Agreement.
- 17.4. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 17.5. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.
- 17.6. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 17.7. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 17.8. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 17.9. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications,

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# EXHIBIT-1

Interlocal agreement between SFD and KCFPD16

negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.

17.10. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

17.11. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

17.12. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on June 1, 2022.

**SHORELINE FIRE DEPARTMENT**



Print Name: Matt Cowan

Its: Fire Chief

DATE: 4/28/22

**NORTHSHORE FIRE DEPARTMENT**



Print Name: Michael Morris

Its: Fire Chief

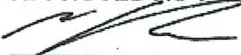
DATE: 4/28/22

**APPROVED AS TO FORM:**



Brian Shure,  
Attorney for SFD

**APPROVED AS TO FORM:**



Matt T. Paxton,  
Attorney for NFD

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# EXHIBIT-2

Facility maintenance service for the private water system of KCFPD16

Private Water Facilities Maintenance Agreement  
KCFPD16 – NUD  
Page 1 of 5

## INTERLOCAL AGREEMENT PRIVATE WATER FACILITIES MAINTENANCE

THIS INSTRUMENT is made this 24 day of October, 2011, by and between King County Fire District No. 16 ("KCFD16"), a municipal corporation of King County, Washington, and Northshore Utility District ("NUD"), a municipal corporation of King County, Washington.

### BACKGROUND

- A. KCFD16 owns the real property legally described as follows:

**King County Assessor's Property Tax Parcel: 0114100560**  
ALDERWOOD MANOR #14 KENMORE BLA 2008-026 REC #20091204900004 SD  
BLA BEING LOTS 9-10-11 BLK 11 SD ADD EX W 85.95 OF LOT 11 & LESS POR  
OF RD FOR KENMORE RW TAKE PER REC #20090812000863.

Hereinafter referred to as "Property."

- B. KCFD16 entered into a developer extension agreement with NUD for the installation of water facilities to serve its new headquarters and training facility located at Property. As part of the project, and as its private property, KCFD16 installed an 8-inch water main and three fire hydrants, beyond the water meter on Property, to be used for the sole purpose of onsite firefighting training ("Private Water Facilities"). A diagram of Private Water Facilities is illustrated on Exhibit "A" and described on Exhibit "B." Both exhibits are incorporated herein by this reference.
- C. KCFD16 does not have trained personnel or equipment necessary to maintain Private Water Facilities therefore needs such services from outside sources.
- D. NUD has the equipment and trained personnel to provide for the maintenance of Private Water Facilities. NUD is sufficiently equipped and staffed to provide such maintenance services to KCFD16.
- E. NUD is willing to provide such services to KCFD16 on a fee basis, which provides cost reimbursement to NUD. NUD does not provide such services to private parties on a commercial basis, but will furnish such services to KCFD16 as an act of inter-governmental cooperation and not as a proprietary function.
- F. The purpose of this agreement is to provide the terms and conditions under which NUD will provide said maintenance services to KCFD16. To accomplish this purpose, the parties agree as follows.

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# EXHIBIT-2


Facility maintenance service for the private water system of KCFPD16

Private Water Facilities Maintenance Agreement  
KCFD16 – NUD  
Page 2 of 5


## AGREEMENT

1. NUD will maintain and repair Private Water Facilities. Maintenance and repair will generally include exercising valves, painting fire hydrants, leak repair, replacement and site restoration. Except in the case of an emergency, Private Water Facilities shall be maintained at the same time intervals designated for NUD's other water facilities.
2. KCFD16 will grant the necessary access to, and space within, Property for NUD personnel and equipment to perform the maintenance and repair of Private Water Facilities.
3. Private Water Facilities will never be used for fire protection purpose and is not considered critical or life-saving facilities. In the case of breakage, water will be shut-off at the valve and will not be restored until the break is repaired.
4. Should it become necessary for NUD to excavate or otherwise disturb the surface of Property, NUD shall obtain prior approval from KCFD16 and to schedule the work at a time acceptable to both parties.
5. KCFD16 agrees to pay for the above-described maintenance and repair services, on a time and material basis, according to the fee schedule as published in NUD's rate resolution which is in effect at the time of service. NUD's rate resolution is updated from time to time and is published on its website [www.nud.net](http://www.nud.net). The payment will be rendered at the end of each month that an invoice is received by no later than the tenth of that month.
6. KCFD16 agrees to maintain insurance coverage on all of Property including Private Water Facilities. NUD agrees to maintain sufficient liability and other appropriate insurance coverage on its employees and equipment used for such maintenance services.
7. Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its agents, officers and employees, and shall save and hold harmless the other party and its personnel and officials from all costs, expenses, losses and damages, including the cost of defense, incurred as a result of any acts or omissions of that party's personnel related to the performance of this agreement.
8. This agreement is to become effective upon execution and will remain in effect until terminated by either party giving the other party 30 days written notice of intent to terminate.

KCFD16:

  
King County Fire District No. 16  
By its Fire Chief, Tom Weathers

NUD:

  
Northspore Utility District  
By its General Manager, Fanny Yee

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# EXHIBIT-3

Fleet and equipment maintenance service for KCFPD16

Interlocal Agreement Between  
KCFPD No. 16 and Northshore Utility District

ORIGIN

## INTERLOCAL AGREEMENT

### Repair and Maintenance of Vehicles and Equipment

This agreement is entered into between King County Fire Protection District No. 16 (also known as Northshore Fire Department), a municipal corporation, referred to hereafter as "KCFPD 16", and Northshore Utility District, a municipal corporation, referred to hereafter as "NUD."

#### Background

1. KCFPD 16 does not maintain sufficient personnel and equipment necessary to meet its requirements for the repair and maintenance of its vehicles and equipment and therefore needs such services from outside sources.
2. NUD has automotive and truck service facilities and trained personnel to provide maintenance and repair services for vehicles and equipment.
3. NUD is sufficiently equipped, staffed and willing to provide vehicle and equipment maintenance and repair services to KCFPD 16.
4. NUD is willing to provide such services on a fee basis, which provides cost reimbursement to NUD. NUD does not provide such services to private parties on a commercial basis, but will furnish such services to KCFPD 16 as an inter-governmental service.
5. The purpose of this agreement is to provide the terms and conditions under which the NUD will provide vehicle and equipment repair and maintenance services to KCFPD 16.

#### Agreement

To accomplish this purpose it is agreed as follows:

6. Repair and Maintenance Services: NUD agrees to provide repair and maintenance services for KCFPD 16's vehicles and equipment. The services will normally be performed at NUD's facility, but may be performed elsewhere on an emergency basis (see paragraph 8). The services will be performed on a



# EXHIBIT-3

## Fleet and equipment maintenance service for KCFPD16

Interlocal Agreement Between  
KCFPD No. 16 and Northshore Utility District

schedule mutually agreed to by the parties. KCFPD 16 is responsible for delivering the vehicles and equipment to NUD in conformance with the schedule. NUD may, in its sole discretion, decline to provide the requested or scheduled maintenance service because of other work commitments, personnel shortages, the complexity of the needed service, or other reasons.

7. **Service Scheduling:** NUD will perform preventive maintenance and make minor repairs on KCFPD 16 vehicles and equipment during regular work hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. NUD will perform preventive maintenance using a checklist and at set intervals. NUD will schedule all major repairs with the designated KCFPD 16 fleet contact person.
8. **Emergency Services:** NUD agrees to provide repair services to KCFPD 16 on an emergency basis at other locations when needed. NUD recognizes the emergency nature of fire district vehicles, and agrees to attempt to schedule and afford priority to fire district vehicles when it is identified by KCFPD 16 that such a priority is necessary. KCFPD 16 agrees to request emergency priority only when necessary, and NUD will attempt to accommodate the request. However, the final decision as to priorities of maintenance rests with NUD.
9. **Fee Schedule:** All services will be charged to KCFPD 16 at a single hourly shop rate. The shop rate will be 2.65 times the mid-point hourly rate of the pay range for the Senior Mechanic position. Said pay range will be updated annually based on the NUD's collective bargaining agreement covering that position. Services requested and provided outside the regular work hours as described in paragraph 7, will be charged to KCFPD 16 at 1.5 times the hourly shop rate with a minimum billing of two hours. All parts, material and supplies will be charged to KCFPD 16 at 1.20 times the cost to NUD for shipping and handling.
10. **Payment:** KCFPD 16 agrees to pay for the maintenance services according to the fee schedule as described in the preceding paragraph. The payment will be rendered at the end of each month that an invoice is received no later than the tenth of that month. The fee schedule may be revised from time to time as negotiated between the parties.
11. **Insurance:** KCFPD 16 agrees to maintain insurance coverage on all vehicles and equipment while in the possession of, being operated by, or serviced by the NUD. Proof of insurance will be provided upon request. NUD agrees to maintain sufficient

# EXHIBIT-3

Fleet and equipment maintenance service for KCFPD16

Interlocal Agreement Between  
KCFPD No. 16 and Northshore Utility District

liability and other appropriate insurance coverage on its employees and facilities used for repair and maintenance of all vehicles and equipment.

12. Testing: KCFPD 16 grants NUD and its maintenance personnel permission to operate its vehicles on streets and highways or elsewhere for the purpose of testing and inspection.

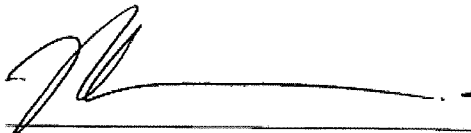
13. Hold Harmless: Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel. Therefore, each party shall save and hold harmless the other party and its personnel and officials from and against every claim, loss, damage, demand, liability, cost, charge, suit, judgment, attorneys' fees, and expense which the party incurs in consequence of having executed, or performed pursuant to, this Interlocal Agreement.

14. Effective Date: This agreement is to become effective on January 1<sup>st</sup>, 2007, and will remain in effect until terminated by either party with 30 days' written notice to the other party of intent to terminate.

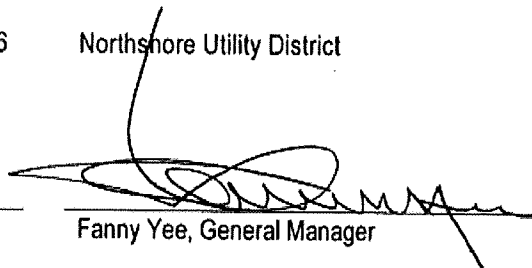
Agreed to this 18<sup>th</sup> day of July 2006.

King County Fire Protection District No. 16

Northshore Utility District



Tom Weathers, Fire Chief



Fanny Yee, General Manager

# EXHIBIT-4

Vehicles and equipment identified for maintenance service under this agreement

VEHICLE #	MAKE	YEAR	MODEL	CLASS CODE	ODOMETER	DEPT	FUEL	SERIAL NUM	VEH LOCATION	VEH DRIVER	PLATE #	PURCHASE DATE	INSERVICE DATE
NF0414	EAGLE	2006	FLATBED TRAILER	TRLR LIGHT	0	FIRE		1C9BE23136P692940	FS51		C7236C	8/3/2021	8/3/2021
NF1100	PIERCE	2010	ARROW XT	FIRE PUMPER	70151	FIRE	D	4P1CA01E3AA011128	STATION 57		90133C	8/1/2010	8/1/2010
NF1200	PIERCE	2010	ARROW XT	FIRE PUMPER	55345	FIRE	D	4P1CA01E1AA011127	STATION 51		90132C	8/1/2010	8/1/2010
NF1400	PIERCE	2020	ENFORCER	FIRE PUMPER	8460	FIRE	D	4P1BAAAGF8MA022227	STATION 51	E151	C5332C	12/1/2021	2/24/2021
NF1500	PIERCE	2020	ENFORCER	FIRE PUMPER	10076	FIRE	D	4P1BAAAGFMA022228	STATION 57	E157		12/1/2021	2/24/2021
NF2700	SPARTAN	2008	GUARDIAN	FIRE SPECIAL	15667	FIRE	D	4S7BTD996C056075			82866C	5/15/2008	5/15/2008
NF2800	FORD	2008	F350	FIRE AMBULANCE	63839	FIRE	D	1FDWF37R38ED99530			63423C	1/1/2008	1/1/2008
NF2900	FORD	2016	F450 XLT	FIRE AMBULANCE	36523	FIRE	D	1FDUF4HT0GEC88214			B0218C	12/21/2016	1/30/2017
NF3103	CHEVROLET	2008	TRAILBLAZER	SUV 4X4	79971	FIRE	U	1GNDDT13S182143591			82863C	11/5/2007	11/5/2007
NF3500	CHEVROLET	2016	EQUINOX	SUV 4X4	18895	FIRE	U	2GNFLEEK5G6212863			A7512C	5/17/2016	5/17/2016
NF3501	CHEVROLET	2019	TRAVERSE	SUV 4X4	13997	FIRE	U	1GNEVLK9KJ239898			B4078C	5/28/2019	5/28/2019
NF3900	CHEVROLET	2005	TRAILBLAZER LS	SUV 4X4	62229	FIRE	U	1GNDDT13S552291545		Wendy Booth	68329C	3/29/2005	3/29/2005
NF4200	CHEVROLET	2009	C25 FULL S	TRK LT 4X4	19330	FIRE	U	1GCHK43K59F176960			89623C	9/29/2009	9/29/2009
NF4400	NISSAN	2000	OPTIMUM 50	EQUIP HEAVY	5131	FIRE	P	CPJ02A25PV			N/A	1/1/2000	1/1/2000
NF4600	ONAN	1900	20ES	GEN FIXED	1253	FIRE	P	H9014551186	STATION 57		N/A	1/1/1900	1/1/1900*
NF4700	ONAN	2011	DSHAC-4997185	GEN FIXED	385	FIRE	D	F100133027/D	STATION 51		N/A	10/26/2011	10/26/2011*
NF5100	CHEVROLET	1999	SUBURBAN	SUV 4X4	42701	FIRE	U	3GNGK26R6XG164537			30692C	10/1/1998	10/1/1998
NF5200	CHEVROLET	2009	SUBURBAN	SUV 4X4	38936	FIRE	U	1GNGK46K09R218366			89618C	4/15/2009	4/15/2009
NF8414	CLUB CAR	2005	PIONEER XRT1500	UTV SMALL	228	FIRE	D	DP0546-571084	FS51			8/3/2021	8/3/2021

\* Exclude load bank Service