

# AGREEMENT SUMMARY FORM

Reset Form

## PRELIMINARY INFORMATION

Staff Name: Cathy Farrell Dept: Fire Director Approval and Date: AO Oct 2, 2024  
This agreement requires Council approval  Yes  No If yes, Council Meeting Date: 10/1/24  
Has the vendor reviewed and preliminarily approved the agreement?  Yes  No

## AGREEMENT INFORMATION

Contract #: 3243 Agreement Type: Interlocal  
Vendor #: 10411 Vendor Name: Shoreline Fire Department

Please summarize what this agreement is for:

Fire Apparatus Maintenance Service for 14 units of Bothell and Snohomish Fire District 10 response apparatus, which include 1 Ladder Truck, 5 Engines, 4 Aid Units, 3 Command Units, 1 Brush Truck.

- This agreement is an original
- This agreement is a supplement/change order - Supplement/Change Order #: \_\_\_\_\_

Project Code (if applicable): \_\_\_\_\_ Org Code: \_\_\_\_\_ Object Code: \_\_\_\_\_  
If your contract requires multiple codes, please provide them on page 2

Completion Date: January 31, 2026 Original Contract Amount: \$125,000.00

Are the following required for this agreement:

- Notarized signature?  Yes  No
- Certificate of insurance?  Yes  No
- Add'l insured  Yes  No

Previous Supplements Total: \_\_\_\_\_

Current Supplement Amount: \_\_\_\_\_

**Total Contract Amount:** \$ 125,000.00

Total Budgeted: \_\_\_\_\_

If no additional insured endorsement, explain:

Total Budgeted references:

- A specific line item in the dept's project's budget detail
- The org/object code's budgeted total for the biennium

## DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Will the vendor sign this agreement electronically?  Yes  No If no, provide the signatory's address:

Signatory Name: Matt Cowan \_\_\_\_\_

Signatory Phone Number: \_\_\_\_\_

Signatory Email Address: mcowan@shorelinefire.com \_\_\_\_\_

## APPROVALS (Initials required in Adobe Sign & Ink-signature Routing)

LH City Clerk

EK Legal

TR Finance (Procurement & Budget)

\_\_\_\_\_ Finance (Capital Facilities Projects)

BW Finance Deputy Director

KQS City Manager

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF BOTHELL  
AND  
SHORELINE FIRE DEPARTMENT  
FOR FIRE APPARATUS SERVICE**

THIS AGREEMENT is entered between the City of Bothell (Bothell) and the Shoreline Fire Department (SFD) and is dated October 1, 2024, for reference purposes.

**RECITALS**

- A. Bothell is a municipal corporation of the State of Washington and operates a municipal fire department.
- B. SFD is a municipal corporation of the State of Washington and operates a municipal fire department.
- C. Bothell desires to contract with SFD to provide maintenance, inspection, testing and repair services for Bothell and Snohomish Fire District 10 (FD 10) owned fire and EMS apparatus. SFD has the facilities and personnel to provide such services on the terms and conditions set forth herein.
- D. This Agreement is entered under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. No separate legal entity will be formed, and no property will be jointly acquired.

**AGREEMENT**

BOTHELL and SFD agree as follows:

- 1. For the purposes of this Agreement, the following words shall have the meanings set forth:
  - 1.1. "Apparatus" means Bothell owned vehicles used to provide firefighting, rescue, hazardous materials and emergency medical services ("EMS"). SFD shall perform maintenance, inspection, and testing for the apparatus identified in Appendix A, attached hereto and incorporated herein. Apparatus includes, but is not limited to, fire engines, ladder trucks, brush vehicles, aid units, and command vehicles.

- 1.2. "Annual preventative maintenance" means inspection, maintenance, and testing of Apparatus and pumps for the Apparatus once a calendar year. This annual preventative maintenance for Apparatus shall include all the inspections, maintenance and testing of the "Quarterly/Annual Mobile Fire Emergency Vehicle Inspection Report" published by the National Fire Protection Association ("NFPA"), or of an amended version of such Report. This annual preventative maintenance for pumps shall include all the testing protocols and requirements of the "Pump Performance Test" published by the NFPA.
- 1.3. "Emergency repairs" means immediate repairs of Apparatus or equipment done on the road or pursuant to emergency call out.
- 1.4. "Non-scheduled service and repairs" means service and repairs not included in NFPA 1911. Examples of nonscheduled service and repairs include but are not limited to valve repair, pump rebuild, body damage repair, engine repair or replacement, and equipment modification.
- 1.5. "Periodic Preventative maintenance" means inspection, maintenance, and testing for less than all the inspection, maintenance and testing items. SFD shall perform periodic preventative maintenance outside of the annual preventative maintenance and no more than twice a calendar year.
- 1.6. This maintenance agreement is contingent on a fleet condition assessment done by the SFD Shop Supervisor, as well as an updated apparatus list in Appendix A.
2. SFD shall perform the following services under the following terms and conditions:
  - 2.1. SFD shall perform annual preventative maintenance on a schedule and at times agreed to by the parties. SFD shall perform periodic preventative maintenance, in addition to annual preventative maintenance, for items of inspection, maintenance, and testing as agreed to by the parties. SFD shall provide fluids that are necessary for annual preventative maintenance and periodic preventative maintenance, including but not limited to motor oils, brake fluids, transmission fluids, antifreeze, gear oils, hydraulic oils, grease, and windshield fluids, in accordance with Section 4.6.
  - 2.2. SFD shall perform non-scheduled repairs and emergency repairs at times agreed to by the parties.
  - 2.3. Unless agreed otherwise by the parties, SFD shall perform annual preventative maintenance, periodic preventative maintenance, non-scheduled repairs and emergency repairs during SFD's regular business hours of 6:00 am to 4:30 pm

Monday through Friday, except holidays observed by SFD. Unless agreed otherwise by the parties, SFD shall perform the maintenance and repairs at the SFD shop located at 17525 Aurora Ave N., Shoreline, Washington.

- 2.4. Bothell may add apparatus to Appendix A or delete apparatus from Appendix A by submitting written notice of the change with SFD. SFD shall acknowledge the change by preparing a revised Appendix A, which shall contain the date of the change. The revised Appendix A shall be considered an amendment of this Agreement without physical attachment to this Agreement. The charges for added apparatus shall be the same as the charges for other Apparatus, unless agreed otherwise by the parties.
3. SFD shall perform all service, inspection maintenance, testing and repairs in a competent and professional manner, in compliance with applicable laws and regulations.
4. Bothell shall pay SFD for maintenance, service, and repairs as follows:
  - 4.1. Bothell shall pay for annual preventative maintenance and periodic preventative maintenance at the current shop rate. In 2024, the shop rate is \$160 per hour. In 2025, it will be increased to \$175 per hour. For 2026 and beyond, the rate will be increased by an annual COLA tied to the Seattle/Tacoma/Bellevue CPI-U (June to June).
  - 4.2. Bothell shall pay for non-scheduled service and repair at the current shop rate.
  - 4.3. Bothell shall pay the rates in sections 4.1 and 4.2 above where the maintenance, service, or repairs are performed during SFD's Regular Hours. If Bothell requests SFD to perform maintenance, service, or repair outside of SFD's Regular Hours, Bothell shall pay one hundred and fifty percent (150%) of the rates in sections 4.1 and 4.2 above, with a minimum charge for two (2) hours.
  - 4.4. The parties, by their administrators identified in Section 9 of this Agreement, may agree in writing on or before July 1 of any year to adjust the rates of Section 4 to be effective on the subsequent January 1.
  - 4.5. Bothell shall pay a \$25 consumables fee per Apparatus for annual preventative maintenance, periodic preventative maintenance and non-scheduled service and repair. The fee shall cover consumable goods used at the Shoreline Fire Shop (e.g., rags, brake cleaner, spray-lubricant, etc.).

- 4.6. Bothell shall pay for all fluids associated with inspection, maintenance, testing, service, and repair. This charge shall be SFD's direct cost for the fluids.
- 4.7. SFD shall apply Washington State Sales Tax to all applicable charges under this agreement.
5. SFD shall bill Bothell for services provided according to Section 4, for all apparatus except for the Brush Rig, during the preceding quarter. Bothell shall pay the bill within sixty (60) days of receipt.
- 5.1 SFD shall bill FD 10 for services provided according to Section 4 for the Brush Rig during the preceding quarter.
6. The subject apparatus will continue to be owned by Bothell or FD 10. A Bothell Emergency Vehicle Technician (EVT) will conduct periodic quality assurance audits of SFD repairs on Bothell's apparatus. In the event repairs are not adequate, SFD will correct issues at no additional cost to Bothell.
7. This Agreement is effective February 1, 2025, notwithstanding its later execution, and shall remain in effect until January 31, 2026. Bothell may renew this Agreement for additional one-year terms by written notice given to SFD no later than November 1 annually for any renewal term. SFD may terminate this Agreement by written notice given to Bothell no later than November 1 of the year before the commencement of any one-year renewal term. Bothell may terminate this Agreement for cause or for convenience by written notice given to SFD no later than 45 days prior to the desired date of termination.
8. This Agreement expresses the entire understanding between the parties and may be amended only in writing, except as provided otherwise in Section 2.4 and Section 4.4 of this Agreement.
9. The following persons shall administer this Agreement for each party, until such a time as either party gives written notice to the other of a change:

**FOR SFD:**

Matt Cowan, Fire Chief  
Shoreline Fire Department

**FOR BOTHELL:**

Kyle Stannert, City Manager  
City of Bothell

10. No separate legal or administrative entity is created by this Agreement. No real or personal property will be jointly acquired, held, or disposed of under this Agreement.

11. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless state to be such through written agreement of the Parties.
12. Indemnification. Each Party shall defend, indemnify, and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Party seeing indemnification.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both Parties, their officers, officials, employees, and volunteers, each Party's liability hereunder shall be only to the extent of each Party's respective negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. SFD shall maintain insurance in the amounts and the forms required by the attached Appendix B for the entire duration of this Agreement.

**BY THEIR SIGNATURES BELOW**, the signors certify that they have the authority to sign this Agreement on behalf of their respective agency and agree to the terms of this Agreement.

**SHORELINE FIRE DEPARTMENT**

By: Matt Cowan  
Matt Cowan (Oct 14, 2024 12:02 PDT)  
Matt Cowan, Fire Chief

Date: Oct 14, 2024

**CITY OF BOTHELL**

By: Kyle Stannert  
Kyle Stannert, City Manager

Date: Oct 11, 2024

**APPENDIX A**

**City of Bothell and District 10 apparatus:**

<b>Vehicle ID#</b>	<b>Make/Model</b>	<b>Year</b>	<b>Mileage</b>
7415-Aid unit	Ford AT-F550	2020	37,094
7416-Aid unit	Ford AT-F550	2023	18,186
7417-Aid unit	Ford AT-F550	2023	12,846
7418-SCFD10 aid	Ford AT-F550	2023	2,702
8413-Engine	Spartan M/H&W	2006	93,002
8414-SCFD10 Engine	Spartan M/H&W	2006	
8415-SCFD10 Engine	Spartan M/H&W	2013	63,356
8416-Engine	Pierce Enforcer	2019	35,324
8417-Engine	Pierce Enforcer	2019	34,757
9402-Ladder	Sutphen Aerial	2004	28,916
2420-SCFD10 brush	Ford F550	2022	6,444
2419-Battalion	Chevy Silverado	2020	28,432
2415-Battalion Backup	Chevy Suburban	2013	73,429
2418-Div C Ops	Ford F150 XLT	2018	28,704

## APPENDIX B

### A. Insurance Term

SFD shall procure and maintain insurance, as required in this Section, without interruption from mutual execution of this Agreement through the term of this Agreement.

### B. No Limitation

SFD's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of SFD to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### C. Minimum Scope of Insurance

SFD's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

**E. City Full Availability of SFD Limits**

If SFD maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by SFD, irrespective of whether such limits maintained by SFD are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by SFD.

**F. Other Insurance Provision**

SFD's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of SFD's insurance and shall not contribute with it.

**G. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**H. Verification of Coverage**

SFD shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, SFD shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

**I. Notice of Cancellation**

SFD shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**J. Failure to Maintain Insurance**

Failure on the part of SFD to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to SFD to correct the breach, immediately terminate the Contract or, at its

discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due SFD from the City.