# INTERLOCAL AGREEMENT BETWEEN King County Fire Protection District No. 27 AND Shoreline Fire Department

## FOR FIRE APPARATUS SERVICE

THIS AGREEMENT is entered between King County Fire Protection District No. 27 (KCFD 27) and the Shoreline Fire Department (SFD) and is dated July 1, 2024 for reference purposes.

### **RECITALS**

- A. KCFD 27 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. KCFD 27 desires to contract with SFD to provide maintenance, inspection, testing and repair services for KCFD 27 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**

KCFD 27 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 KCFD 27 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, command vehicles, and staff 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"), attached as Appendix B and incorporated herein, 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, attached as Appendix C and incorporated herein, or of an amended version of such report.
- 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 Appendix B, or an amended version of Appendix B, for Apparatus, or included in Appendix C, or an amended version of Appendix C, for pumps. Examples of nonscheduled service and repairs are 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 included in Appendix B. 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 for items of inspection, maintenance and testing agreed to by the parties once or twice a calendar year during other than annual preventative maintenance. 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 4.7.
  - 2.2. SFD shall perform non-scheduled repairs and emergency repairs at times agreed to by the parties, but only if SFD personnel and equipment are available to perform such repairs.

SHFD and King County Fire Protection District No. 27 ILA- Fire Apparatus and Equipment Service

- 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 5:30 a.m. to 4:00 p.m. Tuesday through Saturday, 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. KCFD 27 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. KCFD 27 shall pay SFD for maintenance, service and repairs as follows:
  - 4.1. KCFD 27 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. KCFD 27 shall pay for non-scheduled service and repairs at the annual shop rate.
  - 4.3. KCFD 27 shall pay for emergency repairs at one hundred and fifty percent (150%) of the non-scheduled service and repairs rate, with a minimum charge for two (2) hours.
  - 4.4. KCFD 27 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 KCFD 27 requests SFD to perform maintenance, service or repair outside of SFD's Regular Hours, or SFD must perform maintenance, service or repair outside of SFD's Regular Hours to meet a deadline or schedule of KCFD 27,

then KCFD 27 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.

- 4.5. The parties, by their administrators identified in Section 8 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.
- 4.6. KCFD 27 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.).
- 4.7. KCFD 27 shall pay for all fluids associated with inspection, maintenance, testing, service and repair. This charge for the fluids shall be SFD's direct costs for fluids, plus fifteen percent (15%) administration fee.
- 4.8. SFD shall apply Washington State Sales Tax to all of the KCFD 27 charges under this Agreement.
- 4.9. If a SFD employee has to travel to KCFD 27 to perform onsite repairs or pick up a vehicle that time would be billed at the regular labor rate. In addition, KCFD 27 shall pay SFD the IRS standard mileage rate (2024 rate is \$0.67/mile) when SFD needs to travel to KCFD 27 to perform onsite repairs or vehicle pick up.
- SFD shall bill KCFD 27 for routine scheduled testing, maintenance and repair, together with all hourly labor charges, fluids costs, and for any parts purchased or supplied by SFD and incurred during the preceding quarter. KCFD 27 shall pay the bill within forty-five (45) days of receipt.
- 6. This Agreement is effective June 1, 2024, notwithstanding its later execution, and shall remain in effect until December 31, 2026. KCFD 27 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 KCFD 27 no later than November 1 of the year before the commencement of any one-year renewal term.
- 7. 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 4.5 of this Agreement.

as either party gives written notice to the other of a change: FOR SFD: FOR KCFD 27: Matt Cowan Brian Culp Fire Chief Fire Chief Shoreline Fire Department King County Fire District 27 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. Matt Cowan, Fire Chief Date Brian Culp, Fire Chief

Date

8. The following persons shall administer this Agreement for each party, until such a time

## Shoreline Fire Rescue Maintenance Agreement

Apparatus Unit ID# Make/model

Vehicle Type

YearB

Year Built

Current mileage