

NORTH KITSAP FIRE & RESCUE

26642 Miller Bay Road NE Kingston, Washington 98346
Voice (360) 297-3619 Fax (360) 297-2653 www.nkfr.org

FIRE APPARATUS SERVICE INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into this 8th day of August 2016, between Jefferson County Fire District #5 (hereinafter referred to as JCFD#5) and North Kitsap Fire & Rescue (hereinafter referred to as NKFR) collectively hereinafter referred to as the "PARTIES".

Entered into between NORTH KITSAP FIRE & RESCUE hereafter referred to as "NKFR" and JEFFERSON FIRE PROTECTION DISTRICT NO. 5 hereafter referred to as JCFD#5.

WHEREAS, the PARTIES hereto desire to enter into this Agreement for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

NKFR maintains, services, and repairs vehicles and equipment at its North Kitsap Shop Facility (herein after referred to as the NKSF) located at 26642 Miller Bay Road, Kingston, WA and desires to contract with JCFD#5 to provide such services and use of facilities to JCFD#5, and

NKFR and JCFD#5 agree that NKFR shall provide at the NKSF, service to JCFD#5 vehicles, as described herein.

All of the above shall be provided in accordance with the terms as set forth herein.



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SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of JCFD#5 Vehicles

A. Preventive maintenance and repairs performed will be in compliance with NFPA Standards or Federal Motor Carrier Regulations. NKFR will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section III of this Agreement. Examples of services and repairs available by the NKSF and or approved out sourced vender include maintenance and rebuild/repair/replacement of all vehicle components such as:

1. Lubricants, fluids and filters
2. Brakes
3. Electrical systems
4. Mufflers and exhaust systems
5. Engine blocks and heads
6. Alternators, starters, air compressors and other engine components
7. Transmissions, drive trains and differentials, alignment, steering and suspensions
8. Controls, gauges and interiors
9. Chassis repairs including paint
10. Tire repair, replacement, rotation and balancing
11. DOT Annual Inspections
12. DOT Brake Inspections and adjustments

B. NKFR shall determine, in consultation with JCFD#5, the need for emergency road services.

C. All service outsourcing will be authorized and coordinated through JCFD#5.

D. JCFD#5 shall determine its vehicle maintenance schedule and will ensure that JCFD#5 vehicles covered by this agreement are made available for service at the NKSF at the dates and times that shall be mutually agreed upon and coordinated between JCFD#5 and the NKFR Fleet Services Manager. JCFD#5 will provide copies of all available shop manuals and vehicle maintenance records requested by NKFR.

E. JCFD#5 shall work with NKFR to coordinate, schedule and deliver vehicles for service.

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F. JCFD#5 shall assign a person or person (s) to monitor the maintenance and repair activities. Repair orders shall be ordered through NKFR's Emergency Reporting System. NKFR will provide access to its Emergency Reporting System to allow JCFD#5 the ability to request repair orders.

JCFD#5 shall direct their employees to monitor vehicle mileage in order to insure vehicles do not exceed the recommended mileage benchmarks for routine maintenance. When a vehicle is near or over the mileage benchmark JCFD#5 will notify the NKFR Fleet Services Manager through the Emergency Reporting System of the need for service.

G. NKFR will keep a complete record of service for each JCFD#5 vehicle.

H. Any JCFD#5 vehicle deemed by NKFR to be inoperable shall be red tagged. NKFR shall give written notice to JCFD#5 when a JCFD#5 vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. JCFD#5 vehicles become operational only after NKFR has deemed the vehicle is operational (red tag removed).

SECTION II

NKFR Emergency Service and Assistance for Disabled JCFD#5 Vehicles

A. NKFR will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled JCFD#5 vehicle covered by this Agreement as identified by the JCFD#5 designee.

The JCFD#5 designee will contact the NKFR Duty Battalion Chief to report the disabled vehicle. The Duty Battalion Chief will contact Fleet Services and provide the contact information for the JCFD#5 designee. The NKFR and JCFD#5 designees will coordinate in-field, outsourced or NKSF service and repairs depending upon NKSF availability and the location of the disabled vehicle.

B. JCFD#5 vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the NKFR fleet. Such services will generally be available at the NKSF during normal working hours. Normal working hours are from 6:00 a.m. to 4:30 p.m. (Monday – Thursday) and 6:00 a.m. to 2:30 p.m. on Friday. The NKSF is closed on New Year's, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If the holiday falls on a Saturday, the preceding Friday the NKSF shall be closed, and if the holiday falls on a Sunday, the following Monday the NKSF will be closed.



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C. NKFR shall provide comparable service to both NKFR and JCFD#5 fleets. In the event that NKFR is unable to respond to a JCFD#5 emergency call, the NKFR and JCFD#5 designees will coordinate to outsource to reliable alternative service at the request of the JCFD#5 or have the vehicle towed to the NKSF for repair.

D. NKFR shall extend to JCFD#5 priority service in performance of all work under this section to the extent that such priority service does not adversely affect priority work and service being performed on the NKFR or other contract agency fleet.

E. Emergency service calls will be billed at the rates specified in Section III below.

SECTION III

Rates, Charges and Billings

A. NKFR will bill and JCFD#5 will pay as follows:

1. Hourly Rate for Service: The hourly shop rate is \$95.00 per hour for 2016. The shop rate may be adjusted on January 1 of each year.
2. Emergency Service Call Outs: A minimum of (2) hour's shop rate will be assessed plus the actual time to the nearest hour for each emergency service call after normal working hours.

For example; (1) hour service call will be invoiced as follows;

Service Call Minimum Charge:	\$95.00 X (2) = \$190.00
Service Call (1) Hour	\$95.00
Total excluding parts	\$285.00

3. Parts/Fluids/Lubricants: The actual product cost, be assessed on all billings for all parts, fluids and lubricants purchased by NKFR for JCFD#5 vehicles.

B. At the end of each month NKFR shall deliver to JCFD#5 an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by NKFR. JCFD#5 shall make payment in full in its normal course of business during the month following the billing.



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SECTION IV

Term of Agreement.

This agreement shall be effective from January 1, 2017 to December 31, 2017 and shall be automatically renewed from year to year thereafter with any subsequent and mutually agreed fee and/or revisions unless either party gives written notice of its decision to terminate the agreement at least ninety days (90) prior to December 31, 2017 or at least ninety days (90) prior to December 31st of any year thereafter, or unless all Districts mutually agree to terminate the agreement at any time during a particular time period.

SECTION V

Indemnification.

Each party shall indemnify and hold the other party and the other party's agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of both parties, and/or their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of each party; and provided further, that nothing herein shall require one party to hold harmless or defend the other party, its agents, employees and/or officers from any claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

SECTION VI

Insurance.

NKF&R shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by NKFR, its agents, representatives, employees, sub consultants or subcontractors. NKFR shall provide Garage man's Insurance for vehicles while in its shop



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SECTION VII

Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on any of the parties' websites in accordance with RCW 39.34.040.

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.

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 Kitsap County Superior Court, Kitsap 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.

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.

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.

Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, 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.

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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.

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.

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.

North Kitsap Fire & Rescue
26642 Miller Bay Rd NE
Kingston, WA 98346

Jefferson County Fire District #5
#12 Bentley Place
Port Townsend, WA 98368



W. Dan Smith, Fire Chief



Willy Knoepfle, Fire Chief



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Appendix A

JCFD#5 Annual Expense Budget (Apparatus Maintenance)

The hours estimate (s) listed below are for illustration purposes and are intended to facilitate budget estimation.

Ambulance / Aid Car: Estimated (4) hours for periodic maintenance and (4) hours for annual service (plus parts and fluids as needed).

Tender: Estimated (8) hours for periodic maintenance and (8) hours for annual service (plus parts and fluids as needed).

Staff Vehicles: Estimate (4) hours periodic maintenance and (4) hours for annual service (plus parts and fluids as needed).

Pumpers: Estimated (8) hours for periodic maintenance and (8) hours for annual service (plus parts and fluids as needed).

Ladder Truck: Estimated (12) hours for periodic maintenance and (12) hours for annual service (plus parts and fluids as needed).

Brush Engine: Estimated (6) hours for periodic maintenance and (6) hours for annual service (plus parts and fluids as needed).

Generators: Estimated (3) hours (plus parts and fluids as needed).

Washington State Sales Tax: Sales tax shall be added to all fees for labor, parts and materials. Washington State sales tax is based on the current Jefferson or Kitsap County rates as applicable.