

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT  
FOR FIRE APPARATUS SERVICE**

This FIFTH Amendment (“FIFTH Amendment”) to the Interlocal Agreement for Fire Apparatus Service by and between the Port of Seattle (“Port”) and Puget Sound Regional Fire Authority (“PSRFA”) , dated March 23, 2016 (“Agreement”) is entered into, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act, effective on the 1st day of January, 2021 by and between the Port of Seattle, a Washington municipal corporation (“Port”), and Puget Sound Regional Fire Authority (“Puget Sound RFA”) (referred to herein individually as “Party” and collectively as the “Parties”).

WHEREAS, the Port of Seattle and Kent RFA entered into the Agreement to set forth the understanding, rights and responsibilities of the Parties with respect to the provision of necessary maintenance and repair of fire apparatus equipment;

WHEREAS, the First Amendment executed December 6, 2016 memorialized the name change from Kent Fire Department Regional Fire Authority to Puget Sound Regional Fire Authority effective January 1, 2017; and

WHEREAS, the Second Amendment executed November 16, 2017 extended the Agreement for one (1) year, January 1, 2018 through December 31, 2108; and

WHEREAS, the Third Amendment executed November 18, 2018 extended the Agreement for one (1) year, January 1, 2019 through December 31, 2019; and

WHEREAS, the Fourth Amendment executed January 10, 2020 extended the Agreement for one (1) year, January 1, 2020 through December 31, 2020; and

WHEREAS, the Parties desire to exercise the option to extend the Agreement for one (1) year, January 1, 2021 through December 31, 2021, adjust the estimated annual spend from \$300,000 to \$600,000, change the CPI-W adjustment from Seattle/Tacoma/Bremerton to Seattle/Tacoma/Bellevue, and other changes described below.

NOW, THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended through December 31, 2021.
2. Section 6 of the Agreement is amended to specify that emergency work will be billed at the Base Rate plus one-half.

3. Section 7 of the Agreement is amended as follows:

A. The Base Rate for Preventative Maintenance and repair is hereby adjusted to \$128.43 per hour adjustable annually at the beginning of each year based on the Seattle/Tacoma/Bellevue CPI-W, and will be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W rate from June to June moving forward.

B. The estimated annual spend is estimated at approximately \$600,000, and may only be exceeded by obtaining prior written email-consent from the Port Fire Chief and/or the on-duty Battalion Chief. PSRFA will notify the Port Fire Chief prior to exceeding \$400,000 in annual spending.

4. The extensions described in Section 9 may be exercised by the Executive Director for the Port of Seattle by written notice without further approvals.

5. Except as expressly modified herein, all other terms of the original Agreement as amended previously, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Fifth Amendment.

WHEREFORE, the parties have executed this Fifth Amendment to the Agreement as of the day and year identified below.

Puget Sound Regional Fire Authority

Port of Seattle

\_\_\_\_\_  
Matthew Morris, Fire Chief

\_\_\_\_\_  
Stephen P. Metruck, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_