

**INTERLOCAL AGREEMENT BETWEEN
WOODINVILLE FIRE & RESCUE
AND
KING COUNTY FIRE DISTRICT NO. 45
FOR EMPLOYMENT OF INFORMATION SYSTEMS MANAGER**

THIS IS AN INTERLOCAL AGREEMENT between Woodinville Fire & Rescue ("Woodinville Fire") and King County Fire District No. 45 ("Duvall Fire"), (collectively referred to as the "Parties"), relating to the employment of an Information Systems Manager to be shared by the Parties.

WHEREAS, the Parties each have a need for a part-time Information Systems Manager;
and

WHEREAS, the Parties have each determined that it is in their and the public's interest that the Parties share in the costs of an Information Systems Manager hired to assist each of the Parties; and

WHEREAS, each of the Parties is a "public agency" within the meaning of the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Parties are therefore authorized to share in the services of an Information Systems Manager;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, Woodinville Fire and Duvall Fire hereby agree as follows:

1. Employment of Information Systems Manager. The Parties agree to share the services of an Information Systems Manager ("ISM") upon the terms set forth in this agreement.

A. ISM Employed by Woodinville Fire. Woodinville Fire shall recruit and employ the ISM, who shall meet the minimum qualifications for such position as set forth in the job description attached hereto and incorporated herein as Exhibit A. For employment purposes, the ISM shall be employed full-time by Woodinville Fire. Woodinville Fire will conduct their standard pre-employment screenings to include a background check.

B. ISM Services. The Parties contemplate that the ISM will serve Woodinville Fire for 26 hours (or three days) each five-day work week, and will serve Duvall Fire for 14 hours (or two days) each five-day work week. The Parties, through their respective Fire Chiefs, may agree upon a different allocation of the ISM's time for any calendar month. The ISM's services to each Party shall be at the sole direction of such Party, using resources provided by such Party. The Parties shall ensure that the ISM's time serving each Party is accurately documented.

C. Evaluations. Woodinville Fire shall be responsible for the ISM's performance evaluations, but shall solicit the input of Duvall Fire with respect to each such evaluation. Any decision regarding the ISM's employment (including retention or termination or changes to the ISM's compensation or benefits in accordance with Woodinville Fire policies or procedures) shall be at the sole discretion of Woodinville Fire, which shall consider the input of Duvall Fire with regard to such decisions.

2. Reimbursement by Duvall Fire.

A. Reimbursement Share. On the basis of the ISM's schedule as set forth in Section 1(B), Duvall Fire shall reimburse Woodinville Fire thirty-four percent (34%) of the documented costs pertaining to the ISM's employment by Woodinville Fire (which costs shall include all costs incurred by Woodinville Fire related to the ISM's compensation and benefits).

B. Reimbursement Payments. Following each calendar month during which the ISM performed services for Duvall Fire, Woodinville Fire shall invoice Duvall Fire for Duvall Fire's share of the ISM's employment costs pursuant to Section 2(A). Duvall Fire shall remit payment within 30 days of receipt of each invoice.

C. Review of Usage. Annually, on a date agreed upon by the Fire Chiefs of the respective Parties, or more frequently upon agreement of the Fire Chiefs, the Fire Chiefs shall meet to review each Party's usage of the ISM's time and to consider whether any adjustment to Duvall Fire's reimbursement share set forth in Section 2(A) is warranted. The Fire Chiefs may agree upon equitable adjustments to the ISM's schedule in order to ensure fairness to both Parties, or may recommend to their respective Boards of Fire Commissioners revisions to Section 2(A) pursuant to Section 5(F).

D. Access to Records. The records and documents with respect to all matters pertaining to this Agreement shall be subject to inspection, review or audit by each of the Parties during the term of this Agreement and for six years after termination.

3. Effective Date and Termination.

A. Effective Date. This Agreement shall take effect upon its execution by both parties; *provided*, that a copy of the executed Agreement is recorded with the King County Auditor or listed by subject on Woodinville Fire's web site pursuant to RCW 39.34.040.

B. Termination for Convenience. Either Party may terminate this Agreement for convenience upon sixty (60) days' notice.

C. Termination for Breach. In the event that a Party determines that the other is in material breach of the terms of this Agreement, such Party shall provide the other with written notice of such breach. Should said breach not be cured to the notifying Party's satisfaction within 30 days of such notice, such Party may terminate this Agreement by written notice to the other, which termination shall take effect immediately.

4. Indemnification. Each Party agrees to indemnify, defend, and hold the other Party harmless from any and all claims for personal injury, property damage, costs and reasonable attorney's fees, or other claims of any nature whatsoever, arising out of the negligent acts, omissions, or performance of its personnel (including the ISM) in carrying out its obligations under this Agreement. Said agreement of indemnification shall include each Party's commitment to indemnify the other for any claims for injuries made by the indemnifying Party's agents or employees against the other, notwithstanding any immunity that might otherwise have been available by virtue of the Worker's Compensations Act, Title 51 RCW. The parties have specifically negotiated this waiver of Title 51 protection. Neither Party shall be deemed to be an agent of the other Party, for purposes of this Agreement.

5. Agreement Administration and Other Terms.

A. Administration. The respective Fire Chiefs of the Parties shall jointly and cooperatively administer this Agreement. This Agreement does not provide for the creation of a separate legal entity, joint board, joint venture, or administrative section, including for the purposes of jointly acquiring, managing, or disposing of property, or incurring any other financial obligation. All property presently owned or hereafter acquired by either Party shall remain the property of the acquiring Party in the event of the termination of this Agreement.

B. Notices. All notices to a Party pursuant to this Agreement shall be made in writing and delivered by mail or by hand to the Fire Chief of such Party.

C. No Third-Party Benefit. 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.

D. No 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.

E. 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 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, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs, in addition to any other recovery or award provided by law.

F. 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 approval or ratification by the legislative body of each Party.

G. Entire Agreement. The written terms and provisions of this Agreement 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.

H. 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.

I. 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.

J. Nondiscrimination. The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this

18th day of April, 2017.

WOODINVILLE FIRE & RESCUE



Kevin Coughlin
Chair, Board of Fire Commissioners

DUVALL FIRE/KCFD NO. 45



Jerry Smith
Chair, Board of Fire Commissioners

ATTEST:



Margene Michael
Woodinville Fire Board Secretary

Approved as to Form:

/s/ Jeffrey Ganson

Jeffrey Ganson
Legal Counsel for Woodinville Fire

ATTEST:



Rosa Fuquay
Duvall Fire Board Secretary

Approved as to Form:



Eric Quinn
Legal Counsel for Duvall Fire

Woodinville Fire & Rescue



Class Title: Information Systems Manager

FLSA: Exempt

Bargaining Unit: Not represented

BASIC FUNCTION:

NOTE: This position is a full-time position that is shared by two fire agencies. Supervision and the time spent at each agency will be determined by agreement between the two agencies.

Under the direction of the Fire Chief or his/her designee, work with limited supervision to manage the District's information systems ("IS") and provide support for the full spectrum of technology utilized in the District.

Due to their access to sensitive materials, the IS Manager shall maintain a confidential relationship with the Fire Chief and the Executive Team on all matters pertaining to the District and is expected to build and maintain positive working relationships with all District employees while maintaining trust, integrity and discretion. The IS Manager is expected to be professional at all times and must operate with flexibility for independent action and decisions commensurate with delegated authority and demonstrated ability.

ESSENTIAL DUTIES: *The essential duties listed below are not intended to be an all-inclusive list.*

- Assure the integrity, security and effective performance of the District's information systems.
- Maintain a connected and reliable server infrastructure, including virtualization and data backup.
- Maintain workstations, networks, communications and system equipment.
- Configure new hardware and software.
- Install software and applications.
- Troubleshoot problems and implement solutions.
- Responsible for network design, router management, switch and firewall management.

- Administer user network and email accounts, troubleshoot problems with accounts, network rights and file access.
- Install and configure network servers and perform maintenance, repairs, updates and backups.
- Develop, maintain and update technical documentation, such as system configurations, procedures, problem fixes, vendor support, contracts and disaster recovery procedures.
- Ensure the Fire Chief or his/her designee has an updated list of administrator rights and passwords at all times.
- Plan, coordinate and complete assigned technology projects and system deployment; oversee vendor support, licensing, upgrades and problem resolution.
- Identify and evaluate current and future system needs and develop solutions to implement efficiencies and changes.
- Determine priorities, organizational needs and work plans when deploying and/or modifying network/system projects including telecommunications and virtual storage.
- Lead the installation, configuration and maintenance of network/systems equipment, components and data storage.
- Develop and manage the IS budget to support technology needs for new equipment and maintain existing equipment.
- Purchase equipment and software, utilizing the competitive bid process if necessary and prepare appropriate purchase orders.
- Receive and inventory IS equipment and software purchases.
- Manage suppliers who assist in the accomplishment of your duties and in providing technical support.
- Assist District staff with major software applications and related programs, central computer and telecommunications network hardware and software systems; provide consultation, technical support and troubleshooting; determine user needs; recommend and implement solutions to assure minimum delay and effective operation for end users.
- Manage and maintain the District's mobile data computers (MDCs); work with Norcom to ensure proper functionality at all times.
- Establish best practices for installing, configuring, maintaining and troubleshooting end user workstation hardware, software and peripheral devices.
- Develop District policies for the use of communication systems, computer systems and equipment and other IS related issues; work with the Executive Team to implement policies.
- Serve as subject matter expert on information systems; assure effective communication of IS issues; analyze problems and recommend solutions to meet the District's needs.

- Work with other government agencies and outside companies to provide secure and reliable inter-connectivity and appropriate access in and out of the District's network.
- Other IS-related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- District's organization, operations, policies and procedures.
- Techniques for efficient and cost-effective management of IS resources.
- Principles and practices of technology management, system development and system integration in a government environment.
- Principles and practices of network administration, access and security guidelines, troubleshooting techniques, and internet technical knowledgebase services.
- Administration and maintenance principles of network operating domains, relational databases, and Windows-based software applications.
- Principles and practices of administrative management, including personnel rules, budgeting and planning.
- Project planning and management principles.
- Windows server and workstation operating systems including design, administration, and troubleshooting.
- Exchange Server 2013 or newer administration, configuration, and troubleshooting.
- TCP/IP networking stack including design, administration, and troubleshooting.
- Quality assurance procedures and documentation standards for information systems.
- Principles of record keeping, records management and the Public Records Act.

Ability to:

- Analyze issues, evaluate alternatives and make logical recommendations based on findings.
- Identify current and potential problems and develop technical corrections and strategies to maximize the effectiveness of the systems.
- Develop and manage technology plans and coordinate implementation of technology projects.
- Analyze needs of District divisions and develop solutions to meet those needs.
- Solve technical problems involving integrated operating systems and hardware platforms.
- Assess, analyze, identify and implement solutions to technical problems.
- Use initiative and independent judgment within established procedural guidelines.

- Establish and maintain cooperative working relationships with co-workers.
- Communicate effectively verbally and in writing.

EDUCATION AND EXPERIENCE:

Required:

Bachelor's degree in computer science, information systems management, systems engineering or a closely related field, plus three to five years directly related experience or an equivalent combination of education and/or experience.

Preferred:

Microsoft Certified Solutions Expert (MCSE), Certified Network Engineer (CNE), Certified Network Administrator (CNA)

LICENSES AND OTHER REQUIREMENTS:

Upon employment and while employed, must hold a valid Washington State driver's license and be insurable under the District's existing vehicle and umbrella liability insurance carrier and Washington state law.

Information technology industry certification and credentials will be considered. Specifics are not listed as they are subject to frequent change.

WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in an office environment. While performing the essential functions of this job, the employee is frequently required to work extensively at a computer workstation. The work involves occasionally inspecting cables in floors and ceilings to identify and solve problems. Employee is required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

The position requires the ability to transport oneself to a variety of locations, primarily in and around King County.

The position works in an office, and the noise level in the work environment is usually low to moderate and includes emergency calls dispatched, emergency tones and sirens.

While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals (i.e., copier toner).

Work is performed mainly during regular office hours; however, employee may be required to be on call evenings, holidays and weekends to respond to emergency situations as well as department specific remote facilities and field job sites.

**AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN
WOODINVILLE FIRE & RESCUE and
KING COUNTY FIRE DISTRICT NO. 45
FOR EMPLOYMENT OF INFORMATION SYSTEMS MANAGER**

Pursuant to Section 2.C. of the Interlocal Agreement between Woodinville Fire & Rescue and King County Fire District No. 45 for Employment of Information Systems Manager (hereinafter, "Agreement"), the parties have agreed to amend said Agreement, effective January 1, 2018, as follows:

1. Subsection 1.B of the Agreement is amended to read as follows; the remainder of Section 1 shall remain unchanged:

B. ISM Services. The Parties contemplate that the ISM will serve Woodinville Fire for 28 hours (or 3.5 days) each five-day work week, and will serve Duvall Fire for 12 hours (or 1.5 days) each five-day work week. The Parties, through their respective Fire Chiefs, may agree upon a different allocation of the ISM's time for any calendar month. The ISM's services to each Party shall be at the sole direction of such Party, using resources provided by such Party. The Parties shall ensure that the ISM's time serving each Party is accurately documented.

2. Subsection 2.A of the Agreement is amended to read as follows; the remainder of Section 2 shall remain unchanged:

A. Reimbursement Share. On the basis of the ISM's schedule as set forth in Section 1(B), Duvall Fire shall reimburse Woodinville Fire thirty percent (30%) of the documented costs pertaining to the ISM's employment by Woodinville Fire (which costs shall include all costs incurred by Woodinville Fire related to the ISM's compensation and benefits).

All other terms of the original Agreement remain in effect as stated in the original document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____


day of December, 2017.

WOODINVILLE FIRE & RESCUE

DUVALL FIRE/KCFD NO. 45



Gregory S. Ahearn, Fire Chief



David Burke, Fire Chief