

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
AND
WOODINVILLE FIRE & RESCUE
FOR
ADMINISTRATIVE SERVICES**

THIS INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES (the "Agreement") is made and entered into by and between **KING COUNTY FIRE PROTECTION DISTRICT NO. 16**, a Washington municipal corporation ("Northshore"), and **WOODINVILLE FIRE & RESCUE**, a Washington municipal corporation ("WF&R"). Northshore and WF&R are referred to collectively as the "Parties" and individually as "Party".

I. RECITALS

WHEREAS, Northshore is without a full-time Fire Chief;

WHEREAS, Northshore requires support in its administrative oversight services and to attend Northshore's Board meetings as requested to support its Deputy Chief beginning in February 2020;

WHEREAS, the Parties desire for WF&R's Fire Chief to provide such services to Northshore on the terms and conditions herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which WF&R shall provide the services, as defined herein, to Northshore.
2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Term.** This Agreement shall become effective on February 5, 2020 (the "Effective Date") and shall remain in effect until December 31, 2020 (the "Termination Date"), unless otherwise terminated as provided below. The Parties may renew this Agreement for additional one (1) year terms upon written approval of each Party's legislative body.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 30 days' advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days' advance written notice to the breaching party and opportunity to cure. Upon termination, WF&R shall be relieved from any further obligation to provide services hereunder, and Northshore shall be

liable only for payment attributable to the services rendered prior to the effective date of termination.

4. **Services.** WF&R shall, upon request, provide the services generally outlined in **Exhibit A** (the "Services") to Northshore. It is recognized that WF&R's Fire Chief will ordinarily perform the Services from WF&R's administrative offices; provided, however, that WF&R's Fire Chief shall make regular visits to the Northshore administrative offices, as appropriate, to carry out the intent of this Agreement.

5. **Compensation for Services.** Northshore shall pay WF&R \$5,100 per month (pro-rated for any partial months) (the "Fee"), which the Parties agree is full and true value for the Services.

5.1 The Fee is based on an estimated 10 hours per week for providing the Services using the WF&R Fire Chief's total cost of compensation and discounting such amount by approximately 12% to account for those meetings which the WF&R Fire Chief attends as a representative of both parties. WF&R shall provide not less than ten (10) calendar days' notice of any increase in the Fire Chief's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

5.2 WF&R shall issue a monthly invoice for the Fee on the last day of the month; payment shall be due from Northshore within 30 days of receipt.

5.3 At quarterly intervals (*i.e.*, on or before April 15, 2020, July 15, 2020, and October 15, 2020), the Parties will re-evaluate the actual amount of time being spent by the WF&R Fire Chief in providing the Services to Northshore to determine if the hours and associated Fee should be adjusted. Any adjustments shall be mutually agreed upon in a written addendum to this Agreement.

6. **Indemnification.** To the extent permitted by law, each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from the acts, errors or omissions of that Party, its officers and employees under this Agreement. A Party's indemnification duty shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of the other Party or its agents or employees. A Party's indemnification duty for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) the other Party, and its agents or employees, and (b) that Party, and its agents or employees, shall apply only to the extent of negligence of that Party, and its agents or employees.

EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED THE INDEMNIFYING PARTY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS

BETWEEN THE PARTIES, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY A PARTY'S EMPLOYEES DIRECTLY AGAINST THAT PARTY.

7. **Insurance.** The Parties shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of Washington, an occurrence-based comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage arising out of or related to this Agreement. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss.

7.1 The insurance policies required to be maintained under this Agreement shall (a) name the other Party as additional named insureds on use of the Property; (b) be written as a primary policy and non-contributory insurance with respect to the other Party; (c) not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (d) contain a severability of interest provision in favor of the other Party; and (e) contain an express waiver of any right of subrogation by the insurance company against the other Party.

7.2 Northshore shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. WF&R shall be named as an additional insured on Northshore's employment practices insurance provided that such insurance shall apply to WF&R only while its employees are engaged in rendering services to Northshore under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by WF&R prior to commencement of service performance by WF&R for Northshore.

8. **Compliance with Laws.** The Parties, in performance of this Agreement, shall comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

9. **Non-Discrimination in Employment and Services.** The Parties are equal opportunity employers, and shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The Parties shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

10. **Not Employees of Other Party.** Nothing in this Agreement shall be interpreted as Northshore becoming the employer of WF&R's Fire Chief or other personnel. Neither Party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other Party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other Party for any reason.

this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the administrative services contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.


21. **Severability.** If any section, subsection, sentence, clause or phrase of this Agreement is for any reason found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions so long as the ultimate purposes of this Agreement are not frustrated by such ruling.

IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below:

WOODINVILLE FIRE & RESCUE

KING COUNTY FIRE PROTECTION DISTRICT NO. 16

By: 
Roger Collins, Chair
Board of Fire Commissioners

By: 
Its: DAVID C. MATHREN
CHAIR, NORTHSHORE FIRE DEPT BOARD

Date: 2/13/2020

Date: 02/05/2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson
Jeffrey Ganson, WF&R Counsel

Date: 2/10/2020

EXHIBIT A

SCOPE OF WORK

WF&R and Northshore will continue to maintain separate policies and the two agencies' adopted level of service.

WF&R's Fire Chief shall administrate the entities separately with Northshore providing the following administrative support:

1. Northshore's current Deputy Fire Chief will continue to provide oversight over response operations and provide Northshore-specific knowledge and support;
2. Northshore will provide executive and administrative support staff to conduct Northshore business.

The performance of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customer practices of the Parties.

No provision of this Agreement shall relieve either Party of its public agency obligations and/or responsibilities imposed by law. Neither Party intends, by virtue of this Agreement, to effect or authorize any delegation of its authority to establish or amend policies, enter into agreements or take any other action as is within its authority and discretion under law.

The WF&R Fire Chief shall, upon request, provide administrative oversight services to Northshore, while working closely with the current Northshore Deputy Chief, including, without limitation, the following:

- A. Serving as the liaison between the Board of Fire Commissioners and Northshore's employees;
- B. Planning, organizing and directing the operations and administrative details of the District;
- C. Guiding and directing a staff of professional, technical, and administrative support personnel;
- D. Working on special projects, to include working on incremental progress toward regionalization efforts;
- E. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative and teamwork;
- F. Representing Northshore (in addition to WF&R) at regional meetings, such as King County Fire Chiefs, Zone 1 Fire Chiefs, Norcom Governing Board, North King County Training Consortium Governing Board, etc.; and
- G. Attending, upon request, the meetings of the Northshore's Board of Fire Commissioners and necessary standing committee meetings. If the WF&R Fire Chief is unavailable, he may send a designee in his stead. Additional Northshore-specific meetings may be scheduled, as necessary.