

WOODINVILLE FIRE & RESCUE
Tuesday, September 1, 2020

REGULAR JOINT MEETING OF THE BOARD OF FIRE COMMISSIONERS

Commissioner Collins called the virtual meeting to order at 1700 hours. Roll call was taken and was as follows:

Roll Call

Commissioners Roger Collins, Doug Halbert, Tim Osgood, and Mike Millman of Woodinville Fire & Rescue; Commissioners Rick Verlinda, Josh Pratt, Don Ellis, Rick Webster, and Dave Maehren of Northshore Fire Department.

Also present were Fire Chief of Woodinville Fire & Rescue and Interim Fire Chief of Northshore Fire Department Greg Ahearn; Interim Deputy Chief Doug McDonald of Northshore Fire Department; Provisional Deputy Chief Peder Davis of Woodinville Fire & Rescue; Chief Administrative Officer Joan Montegary of Woodinville Fire & Rescue; Legal Counsel Matt Paxton of Northshore Fire Department; Board Secretary Nicole Frisch of Woodinville Fire & Rescue, Interim Board Secretary Dawn Killion of Northshore Fire Department; and members of the participating fire departments and public.

Absent

Commissioner Derek van Veen of Woodinville Fire & Rescue

MOTION: Commissioner Osgood moved to excuse Commissioner van Veen. The motion was seconded by Commissioner Millman. The motion passed 4-0 by the Woodinville Board.

Approval of Agenda in Content and Order

Commissioner Collins requested a change in the agenda to add Item 5: Merging/Merger District Discussion.

MOTION: Commissioner Maehren moved to add Item 5 to the agenda. The motion was seconded by Commissioner Millman. The motion passed 4-0 by the Woodinville Board and 5-0 by the Northshore Board.

MOTION: Commissioner Osgood moved to approve the amended agenda in content and order. The motion was seconded by Commissioner Webster. The motion passed 4-0 by the Woodinville Board and 5-0 by the Northshore Board.

Public Comment

None.

1. Staff Report 20-016 – Woodinville Fire & Rescue/Northshore Fire Department ILAs (attached hereto)

Chief Ahearn presented the staff report that is attached hereto.

MOTION: *Commissioner Collins moved that the Woodinville Board of Fire Commissioners authorize the Board Chair to sign the Interlocal Agreements for Response Operations Oversight Services, Administrative Oversight Services, Information Systems Management Services, Human Resources Management Services, and Payroll and Accounts Payable Services as presented. The motion was seconded by Commissioner Millman. The motion passed, with Commissioners Halbert, Millman, and Collins voting in favor, and Commissioner Osgood abstaining.*

MOTION: *Commissioner Maehren moved that the Northshore Board of Fire Commissioners authorize the Board Chair to sign the Interlocal Agreements for Response Operations Oversight Services, Administrative Oversight Services, Information Systems Management Services, Human Resources Management Services, and Payroll and Accounts Payable Services as presented. The motion was seconded by Commissioner Webster. The motion passed, with Commissioners Pratt, Ellis, Webster, and Maehren voting in favor, and Commissioner Verlinda abstaining.*

2. Staff Report 20-017 – Communications Consulting Agreement with Liz Loomis Public Affairs (attached hereto)

Chief Ahearn presented the staff report that is attached hereto.

MOTION: *Commissioner Collins moved that the Woodinville Board of Fire Commissioners authorize the Board Chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally, Commissioner Collins moved that the Board of Fire Commissioners authorize the Board Chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the Communications Consulting Agreement. The motion was seconded by Commissioner Millman. The motion passed, 4-0.*

MOTION: *Commissioner Maehren moved that the Northshore Board of Fire Commissioners authorize the Board Chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally, Commissioner Maehren moved that the Board of Fire Commissioners authorize the Board Chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the*

Communications Consulting Agreement. The motion was seconded by Commissioner Webster. The motion passed, 5-0.

3. Staff Report 20-018 – Memorandum of Understanding with King County Fire Protection District No. 16 Regarding Sharing Costs of Chmelik Sitkin & Davis Legal Services (attached hereto)

Chief Ahearn presented the staff report that is attached hereto.

MOTION: *Commissioner Collins moved that the Boards of Fire Commissioners authorize the Board Chairs to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 Regarding Legal Consulting Services. The motion was seconded by Commissioner Halbert. The motion passed, with Commissioners Halbert, Millman, Collins, Maehren, Verlinda, Ellis, Pratt, and Webster voting in favor, and Commissioner Osgood abstaining.*

4. Staff Report 20-019 – Boundary Review Board Process; and Resolution 2020-04 (attached hereto)

District Counsel Paxton provided an overview of the SEPA and Boundary Review Board process.

At 6:00 p.m., the Board of Commissioners and staff of Woodinville Fire & Rescue left the Joint Regular Meeting for 30 minutes to conduct their independent Regular Meeting.

At 6:30 p.m., the Boards reconvened and continued the Joint Regular Meeting.

5. Merging/Merger District Discussion

The Board of Commissioners and staff of Woodinville Fire & Rescue and Northshore Fire Department discussed next steps in the merger process.

Commissioner Pratt of Northshore Fire Department left at 1843 hours.

MOTION: *Commissioner Maehren moved that the Northshore Board of Fire Commissioners schedule a Special Meeting to further discuss which department will be the Merging District and which will be the Merger District. The motion was seconded by Commissioner Webster. The motion passed, 4-0.*

6. Adjournment

MOTION: Commissioner Osgood moved to adjourn the meeting. The motion was seconded by Commissioner Webster. The motion passed 4-0 by the Woodinville Board and 4-0 by the Northshore Board.

The meeting adjourned at 1910 hours.

Nicole Frisch
Nicole Frisch, Board Secretary

Absent 09-01-2020
Derek van Veen, Commissioner, Position 1

Doug Halbert
Doug Halbert, Commissioner, Position 2

Tim Osgood
Tim Osgood, Commissioner, Position 3

Mike Millman
Mike Millman, Commissioner, Position 4

Roger Collins
Roger Collins, Commissioner, Position 5



Woodinville Fire & Rescue

**REGULAR JOINT MEETING OF THE BOARD OF FIRE COMMISSIONERS
Headquarters Station 31, 17718 Woodinville-Snohomish Road NE**

**Tuesday, September 1, 2020
5:00 p.m.**

Meeting will be held virtually, via Zoom. To attend live, click the link below and enter the Meeting ID and Password.

<https://us02web.zoom.us/j/87227149445?pwd=YldTMktQQzNRWEZHdDNGeEpiUFJuZz09>

To listen live, call 253-215-8782 and enter the Meeting ID and Password.

Meeting ID: 872 2714 9445

Password: 260173

AGENDA

Call to Order/Roll Call

Approval of Agenda in Content and Order

Public Comments (Please submit public comment via email to NFrisch@wf-r.org at least one hour prior to start of meeting. Please limit comments to three minutes.)

Board Business Items

1. Staff Report 20-016 – Woodinville Fire & Rescue/Northshore Fire Department ILAs
2. Staff Report 20-017 – Communications Consulting Agreement; and MOU with Northshore Fire Department to Share Costs of Liz Loomis Public Affairs
3. Staff Report 20-018 – MOU with Northshore Fire Department to Share Costs of Chmelik Sitkin & Davis
4. Staff Report 20-019 – Boundary Review Board Process; and Resolution 2020-04
5. Discussion: Merging/Merger District
6. Adjournment

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: September 1, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Gregory S. Ahearn, Fire Chief *GSA*

**SUBJECT: Staff Report 20-016
Interlocal Agreement – Woodinville Fire & Rescue and Northshore Fire
Department**

Background

The District continues to pursue full consolidation between Woodinville Fire & Rescue (WF&R) and Northshore Fire Department (NSFD). In addition to the existing Interlocal Agreement for Fire Chief Services, the District proposes Interlocal Agreements as follows:

- a. Response Operations Oversight Services: NSFD Deputy Chief of Response Operations;
- b. Administrative Oversight Services: WF&R Chief Administrative Officer;
- c. Information Systems Management Services: WF&R Information Systems Manager
- d. Human Resources Management Services: NSFD Human Resources Manager; and
- e. Payroll/Accounts Payable Services: WF&R Accounting/Payroll Specialist and NSFD Finance Specialist.

Fiscal Impact

The NSFD Deputy Chief, WF&R Chief Administrative Officer, and NSFD Human Resources Manager shall split their time equally between WF&R and NSFD. Each agency shall contribute equally to the employees' total cost of compensation. Invoices shall be issued by/to the respective agencies.

The WF&R Information Systems Manager shall provide service equal to 8 hours (1 day) per week to Northshore. WF&R will issue an invoice monthly to Northshore for 20 percent of the Information Systems Manager's total cost of compensation and continuing education expenses.

There is no fiscal impact to the sharing of financial services personnel as the cross-training of personnel is of equal benefit to both agencies and, therefore, cost neutral.

Requested Action

Staff recommends that the Board authorize the Board Chair to sign the Interlocal Agreements as presented.

Attachments
GSA/nmf

PROPOSED MOTION

I move that the Board of Fire Commissioners authorize the Board Chair to sign the Interlocal Agreements for Response Operations Oversight Services, Administrative Oversight Services, Information Systems Management Services, Human Resources Management Services, and Payroll and Accounts Payable Services as presented.

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

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

I. RECITALS

WHEREAS, WF&R and Northshore are currently Parties to an Agreement wherein WF&R provides Fire Chief services to Northshore; and

WHEREAS, WF&R and Northshore are pursuing the consolidation of the two agencies; and

WHEREAS, WF&R is without a full-time Deputy Chief of Response Operations (“DC”); and

WHEREAS, WF&R requires the response operations oversight support of a DC to manage the day-to-day operations of WF&R; and

WHEREAS, it is in the best interest of both Parties that Northshore’s DC provide response operations oversight services to both Northshore and WF&R as the two departments begin the process of merging; and

WHEREAS, the Parties desire for Northshore’s DC to provide response operations oversight services to WF&R 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 Northshore shall provide the services, as defined herein, to WF&R.
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 September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 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, or (3) at the option of WF&R upon withdrawal of consent by the DC to being a shared employee as provided below. Upon termination, Northshore shall be relieved from any further obligation to provide services hereunder, and WF&R shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

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

5. **Compensation for Services.** WF&R shall pay Northshore \$9,323.39 per month (prorated 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 20 hours per week for providing the Services using the Northshore DC's total cost of compensation. Northshore shall provide not less than ten (10) calendar days' notice of any increase in the DC'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 Northshore shall issue a monthly invoice for the Fee on the last day of the month; payment shall be due from WF&R within 30 days of receipt.

5.3 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the Northshore DC in providing the services to WF&R 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 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

that Party only while its employees are engaged in rendering services to the other Party under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by each Party prior to commencement of service performance by either Party for the other Party hereunder.

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. **Loaned Employee.** This Agreement may result in Northshore's DC being assigned to work at and under the direction, supervision and control of WF&R on any given day. When Northshore assigns its DC to work under the direction, supervision and control of WF&R, such employee shall be deemed a "Loaned Employee" during that period of time, and the terms in this section shall apply to such Loaned Employee.

10.1 **Loaned Employee Consent.** The Loaned Employee shall execute and provide to his/her employer the consent form attached hereto as **Exhibit B** ("Employee Consent"). By obtaining such consent, it is the intent of the parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979). Except as expressly provided herein, nothing in this Agreement shall be interpreted as WF&R becoming the employer of Northshore's DC or other personnel.

10.2 **Withdrawal of Consent.** At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying his/her employer, and thereby withdraw him/herself from being loaned to the other District pursuant to this Agreement.

10.3 **Employee Benefits and Withholdings.** Northshore shall be solely responsible for the following for any Loaned Employee:

- a. Administration of payment of all salaries, wages, and other forms of compensation;
- b. Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:
 - i. Federal income tax withholding;
 - ii. State and local income tax withholding;
 - iii. Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
 - iv. Federal Unemployment Tax Act (FUTA) obligations, and;
 - v. Applicable state unemployment tax obligations;
 - vi. L&I premiums.
- c. Compliance with applicable workers' compensation laws.

10.4 **Performance Issues.** WF&R shall promptly notify Northshore of any performance deficiencies or misconduct by a Loaned Employee. All disciplinary action shall be the responsibility of Northshore according to its employment policies and procedures.

11. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

12. **Dispute Resolution, Jurisdiction, and Venue.** In the event litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. The Parties expressly waive their right to a jury.

13. **Acts of Employees.** Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

14. **Recording.** A copy of this Agreement shall be filed with the King County Auditor or posted on the website of either Party.

15. **Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or

mailed, registered or certified mail, return receipt requested, postage pre-paid, upon deposit in the United States mail, to the Parties at the following addresses:

WF&R: Woodinville Fire & Rescue
ATTN: Chair, Board of Fire Commissioners
P.O. Box 2200
Woodinville, WA 98072-2200

Northshore: Northshore Fire
ATTN: Chair, Board of Fire Commissioners
7220 NE 181st Street
Kenmore, WA 98028-2711

The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

16. **Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of either Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties. Any property to be held in connection with this Agreement shall be held as the separate property of the Party in whose name the property is or was acquired.

17. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of 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:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

By: Electronically Signed
David C. Maehren, Chair
Board of Fire Commissioners

Date: September 1, 2020

WOODINVILLE FIRE & RESCUE

By: 
Roger Collins, Chair
Board of Fire Commissioners

Date: September 1, 2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

Northshore's DC shall work in conjunction with WF&R's Fire Chief and CAO to administrate the entities separately.

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 Northshore DC shall, upon request, provide response operations oversight services to WF&R, while working closely with the WF&R Fire Chief and CAO including, without limitation, the following:

- A. Serving as the liaison between the WF&R Fire Chief and WF&R response operations personnel;
- B. Planning, organizing, and directing the response operations, training, and community risk reduction ("CRR") details of the District;
- C. Guiding and directing the response operations, training, and CRR personnel of the District;
- 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; and
- F. Attending, upon request, the meetings of WF&R's Board of Fire Commissioners and necessary standing committee meetings. Additional WF&R-specific meetings may be scheduled, as necessary.

EXHIBIT B

**CONSENT TO LOANED EMPLOYEE AGREEMENT
(Deputy Chief of Response Operations)**

I, Doug McDonald, am an employee of NORTSHORE FIRE DEPARTMENT ("Northshore"). I understand that WOODINVILLE FIRE & RESCUE ("WF&R") has requested that Northshore provide services of the Deputy Chief of Response Operations to WF&R pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee Agreement").

In consideration for the wages and benefits that I will receive from Northshore as a Loaned Employee to WF&R, I agree to the following:

1. I consent and agree to perform services for WF&R (the "Services") in accordance with the Loaned Employee Agreement.
2. I understand that WF&R will be directing my performance of the Services while working for WF&R, but that I will be deemed to be an employee of Northshore and WF&R for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to WF&R, I will receive the same compensation and benefits I am receiving for my work for Northshore. I further understand that I will receive my compensation and benefits from Northshore and not from WF&R.

At any time hereunder, I may withdraw my consent by notifying Northshore, and thereby withdraw myself from being loaned to WF&R pursuant to the Loaned Employee Agreement.

Dated this 8TH day of September, 2020.



Signature

Doug McDonald

Print Name

Frisch, Nicole

From: Dave Maehren <dmaehren@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:03 AM
To: Frisch, Nicole
Subject: RE: Electronic Signature - Documents Approved 09-01-2020

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- **ILA for Response Ops Oversight_DC**
- **ILA for Admin Oversight_CAO**
- **ILA for ISM Services**
- **ILA for HR Assistance_HRM**
- **ILA for Payroll_AP**
- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

David Maehren
Fire Commissioner – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



Proudly Serving the Citizens of Kenmore and Lake Forest Park

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Wednesday, September 2, 2020 12:08 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>; Dawn Killion <dkillion@northshorefire.com>
Subject: Electronic Signature - Documents Approved 09-01-2020

Good afternoon Commissioner Maehren,

Attached for your reference please find the documents approved at last night's joint meeting.

At your earliest convenience, please reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- **ILA for Response Ops Oversight_DC**
- **ILA for Admin Oversight_CAO**
- **ILA for ISM Services**
- **ILA for HR Assistance_HRM**
- **ILA for Payroll_AP**
- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

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

THIS INTERLOCAL AGREEMENT FOR ADMINISTRATIVE OVERSIGHT 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 municipal corporation (“WF&R”). Northshore and WF&R are referred to collectively as the “Parties” and individually as “Party.”

I. RECITALS

WHEREAS, Northshore and WF&R are currently Parties to an Agreement wherein WF&R provides Fire Chief services to Northshore; and

WHEREAS, Northshore and WF&R are pursuing the consolidation of the two agencies; and

WHEREAS, Northshore is without a full-time Chief Administrative Officer (“CAO”); and

WHEREAS, Northshore requires the administrative oversight support of a CAO to manage the day-to-day administrative operations of Northshore; and

WHEREAS, it is in the best interest of both Parties that WF&R’s Fire Chief and CAO provide administrative oversight services to both WF&R and Northshore as the two departments begin the process of merging; and

WHEREAS, the Parties desire for WF&R’s CAO to provide administrative oversight 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 September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 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, or (3) at the option of Northshore upon withdrawal of consent by the CAO to being a shared employee as provided below. 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 CAO will ordinarily perform the Services from WF&R's administrative offices; provided, however, that WF&R's CAO 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 \$8,563.94 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 20 hours per week for providing the Services using the WF&R CAO's total cost of compensation. WF&R shall provide not less than ten (10) calendar days' notice of any increase in the CAO'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 January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the WF&R CAO 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 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

that Party only while its employees are engaged in rendering services to the other Party under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by each Party prior to commencement of service performance by either Party for the other Party hereunder.

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. **Loaned Employee.** This Agreement may result in WF&R's CAO being assigned to work at and under the direction, supervision, and control of Northshore on any given day. When WF&R assigns its CAO to work under the direction, supervision and control of Northshore, such employee shall be deemed a "Loaned Employee" during that period of time, and the terms in this section shall apply to such Loaned Employee.

10.1 **Loaned Employee Consent.** The Loaned Employee shall execute and provide to his/her employer the consent form attached hereto as **Exhibit B** ("Employee Consent"). By obtaining such consent, it is the intent of the parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979). Except as expressly provided herein, nothing in this Agreement shall be interpreted as Northshore becoming the employer of WF&R's CAO or other personnel.

10.2 **Withdrawal of Consent.** At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying his/her employer, and thereby withdraw him/herself from being loaned to the other District pursuant to this Agreement.

10.3 **Employee Benefits and Withholdings.** WF&R shall be solely responsible for the following for any Loaned Employee:

- a. Administration of payment of all salaries, wages, and other forms of compensation;
- b. Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:
 - i. Federal income tax withholding;
 - ii. State and local income tax withholding;
 - iii. Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
 - iv. Federal Unemployment Tax Act (FUTA) obligations, and;
 - v. Applicable state unemployment tax obligations;
 - vi. L&I premiums.
- c. Compliance with applicable workers' compensation laws.

10.4 **Performance Issues.** Northshore shall promptly notify WF&R of any performance deficiencies or misconduct by a Loaned Employee. All disciplinary action shall be the responsibility of WF&R according to its employment policies and procedures.

11. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

12. **Dispute Resolution, Jurisdiction, and Venue.** In the event litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. The Parties expressly waive their right to a jury.

13. **Acts of Employees.** Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

14. **Recording.** A copy of this Agreement shall be filed with the King County Auditor or posted on the website of either Party.

15. **Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or

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: Electronically Signed _____
David C. Maehren, Chair
Board of Fire Commissioners

Date: September 1, 2020

Date: September 1, 2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson _____
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020

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 CAO shall work in conjunction with WF&R's Fire Chief to administrate the entities separately with Northshore providing the following administrative support:

1. Northshore's current Deputy Fire Chief will provide oversight over response operations and provide Northshore-specific knowledge and support;
2. Northshore's Human Resources Manager will provide HR-related support and Northshore-specific knowledge and support;
3. Northshore's administrative support staff will provide the necessary support 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 CAO shall, upon request, provide administrative oversight services to Northshore, while working closely with the WF&R Fire Chief, the current Northshore Deputy Chief, and the current Northshore Human Resources Manager including, without limitation, the following:

- A. Serving as the liaison between the WF&R Fire Chief and Northshore's employees;
- B. Planning, organizing, and directing the 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; and

- F. Attending, upon request, the meetings of the Northshore's Board of Fire Commissioners and necessary standing committee meetings. Additional Northshore-specific meetings may be scheduled, as necessary.

EXHIBIT B

**CONSENT TO LOANED EMPLOYEE AGREEMENT
(Chief Administrative Officer)**

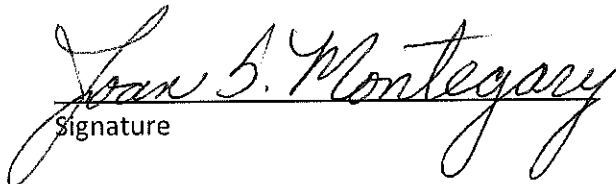
I, Joan S. Montegary, am an employee of WOODINVILLE FIRE & RESCUE ("WF&R"). I understand that NORTSHORE FIRE DEPARTMENT ("Northshore") has requested that WF&R provide services of a Chief Administrative Officer to Northshore pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee Agreement").

In consideration for the wages and benefits that I will receive from WF&R as a Loaned Employee to Northshore, I agree to the following:

1. I consent and agree to perform services for Northshore (the "Services") in accordance with the Loaned Employee Agreement.
2. I understand that Northshore will be directing my performance of the Services while working for Northshore, but that I will be deemed to be an employee of WF&R and Northshore for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to Northshore, I will receive the same compensation and benefits I am receiving for my work for WF&R. I further understand that I will receive my compensation and benefits from WF&R and not from Northshore.

At any time hereunder, I may withdraw my consent by notifying WF&R, and thereby withdraw myself from being loaned to Northshore pursuant to the Loaned Employee Agreement.

Dated this 2nd day of September, 2020.


Signature

Joan S. Montegary
Print Name

Frisch, Nicole

From: Dave Maehren <dmaehren@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:03 AM
To: Frisch, Nicole
Subject: RE: Electronic Signature - Documents Approved 09-01-2020

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- ILA for Response Ops Oversight_DC
- ILA for Admin Oversight_CAO
- ILA for ISM Services
- ILA for HR Assistance_HRM
- ILA for Payroll_AP
- Liz Loomis Public Affairs Contract
- MOU – Liz Loomis Public Affairs
- MOU – Chmelik Sitkin & Davis

David Maehren
Fire Commissioner – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



Proudly Serving the Citizens of Kenmore and Lake Forest Park

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Wednesday, September 2, 2020 12:08 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>; Dawn Killion <dkillion@northshorefire.com>
Subject: Electronic Signature - Documents Approved 09-01-2020

Good afternoon Commissioner Maehren,

Attached for your reference please find the documents approved at last night's joint meeting.

At your earliest convenience, please reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- **ILA for Response Ops Oversight_DC**
- **ILA for Admin Oversight_CAO**
- **ILA for ISM Services**
- **ILA for HR Assistance_HRM**
- **ILA for Payroll_AP**
- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

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

THIS INTERLOCAL AGREEMENT FOR INFORMATION SYSTEMS SERVICES (the "Agreement") is made and entered into between Woodinville Fire & Rescue, a Washington municipal corporation ("WF&R") and King County Fire Protection District No. 16, a Washington municipal corporation ("Northshore"). WF&R and Northshore are referred to collectively as the "Parties" and individually as "Party."

I. RECITALS

WHEREAS, Northshore does not have an employee assigned to service its information systems; and

WHEREAS, WF&R employs a full-time Information Systems Manager ("ISM"); and

WHEREAS, the Parties desire for WF&R's ISM to provide information systems services to Northshore on the terms and conditions herein; 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 ISM;

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. **Employment of ISM.** The parties agree to share the services of an ISM upon the terms set forth in this agreement.

A. **ISM employed by WF&R.** WF&R shall employ the full-time 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.

B. **ISM Services.** The Parties contemplate that the ISM will serve WF&R and/or other entities contracting therewith for 32 hours (4 days) each five-day work week, and Northshore for 8 hours (1 day) 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 discretion of such

Party, using resources provided by such Party. The Parties shall ensure that the ISM's time served for each Party is accurately documented.

C. **Evaluations.** WF&R shall be responsible for the ISM's performance evaluations but shall solicit the input of Northshore 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 WF&R's policies or procedures) shall be at the sole discretion of WF&R, which shall consider the input of Northshore with regard to such decisions.

2. **Reimbursement by Northshore.**

A. **Reimbursement Share.** On the basis of the ISM's schedule as set forth in Section 1.B., Northshore shall reimburse WF&R 20 percent (20%) of the documented costs pertaining to the ISM's employment by WF&R (which costs shall include, but not be limited to, compensation, benefits, and continuing education expenses).

B. **Reimbursement Payments.** Following each calendar month during which the ISM performed services for Northshore, WF&R shall invoice Northshore for Northshore's share of the ISM's employment costs pursuant to Section 2.A. of this Agreement. Northshore shall remit payment within 30 days of receipt of such 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 an adjustment to Northshore'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.

E. **Not an Employee.** Nothing in this Agreement shall be interpreted as Northshore becoming the employer of WF&R's employees, or vice versa. 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. Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

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 WF&R's website pursuant to RCW 39.34.040.

B. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 60 days' written 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. **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. The insurance policies required to be maintained under this Agreement shall (a) name the other Party as additional named insureds; (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.

5. **Indemnification.** To the extent permitted by law, 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.

6. **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.

K. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation, or duty therein without the express written consent of the other Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this 1st day of September, 2020.

WOODINVILLE FIRE & RESCUE

**KING COUNTY FIRE PROTECTION DISTRICT
NO. 16**



Roger Collins
Chair, Board of Fire Commissioners

Electronically Signed
David Maehren
Chair, Board of Fire Commissioners

ATTEST:

ATTEST:



Nicole M. Frisch, Board Secretary
Woodinville Fire & Rescue

Electronically Signed
Dawn Killion, Interim Board Secretary
King County Fire Protection District No. 16

Approved as to Form:

/s/ Jeffrey Ganson

Jeffrey Ganson, Legal Counsel
Woodinville Fire & Rescue

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, update, and troubleshoot software and applications.
- Troubleshoot problems and implement solutions.
- Responsible for network design, router management, switch and firewall management.

EXHIBIT A

- Administer user network and email accounts, troubleshoot problems with accounts, manage network rights and file access.
- Install and configure Windows servers and perform maintenance, repairs, updates and backups.
- Develop and update as necessary 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 to 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 including professional services for projects, hardware and warranty purchases, software licensing and support, and technical support when the IS Manager is absent from PTO or sick leave.
- 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, server hardware, network switches, firewalls, 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.

EXHIBIT A

- 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.

EXHIBIT A

- 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 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 Associate (MCSA), 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.

EXHIBIT A

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.

CONSENT TO LOANED EMPLOYEE AGREEMENT
(Information Systems Manager)

I, David Beverly, am an employee of WOODINVILLE FIRE & RESCUE (“WF&R”). I understand that NORTSHORE FIRE DEPARTMENT (“Northshore”) has requested that WF&R provide services of an Information Systems Manager to Northshore pursuant to an Interlocal Agreement dated September 1, 2020 (the “Loaned Employee Agreement”).

In consideration for the wages and benefits that I will receive from WF&R as a Loaned Employee to Northshore, I agree to the following:

1. I consent and agree to perform services for Northshore (the “Services”) in accordance with the Loaned Employee Agreement.
2. I understand that Northshore will be directing my performance of the Services while working for Northshore, but that I will be deemed to be an employee of WF&R and Northshore for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to Northshore, I will receive the same compensation and benefits I am receiving for my work for WF&R. I further understand that I will receive my compensation and benefits from WF&R and not from Northshore.

At any time hereunder, I may withdraw my consent by notifying WF&R, and thereby withdraw myself from being loaned to Northshore pursuant to the Loaned Employee Agreement.

Dated this 8th day of September, 2020.



Signature

David Beverly

Print Name

Frisch, Nicole

From: Dave Maehren <dmaehren@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:03 AM
To: Frisch, Nicole
Subject: RE: Electronic Signature - Documents Approved 09-01-2020

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- ILA for Response Ops Oversight_DC
- ILA for Admin Oversight_CAO
- ILA for ISM Services
- ILA for HR Assistance_HRM
- ILA for Payroll_AP
- Liz Loomis Public Affairs Contract
- MOU – Liz Loomis Public Affairs
- MOU – Chmelik Sitkin & Davis

David Maehren
Fire Commissioner – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



Proudly Serving the Citizens of Kenmore and Lake Forest Park

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Wednesday, September 2, 2020 12:08 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>; Dawn Killion <dkillion@northshorefire.com>
Subject: Electronic Signature - Documents Approved 09-01-2020

Good afternoon Commissioner Maehren,

Attached for your reference please find the documents approved at last night's joint meeting.

At your earliest convenience, please reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- **ILA for Response Ops Oversight_DC**
- **ILA for Admin Oversight_CAO**
- **ILA for ISM Services**
- **ILA for HR Assistance_HRM**
- **ILA for Payroll_AP**
- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

Frisch, Nicole

From: Dawn Killion <dkillion@northshorefire.com>
Sent: Tuesday, September 8, 2020 1:37 PM
To: Frisch, Nicole
Subject: RE: ILA for Information Systems Services

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department and Woodinville Fire & Rescue Boards of Commissioners approved the ILA for Information Systems Services. The ILA is Electronically Signed this 8th day of September, 2020, by Finance Specialist/Interim Board Secretary Dawn Killion.

Dawn Killion

Finance Specialist
Northshore Fire Department
7220 NE 181st ST, Kenmore, WA 98028
DIRECT: 425.354.1778
FAX: 425.354.1781
MAIN: 425.354.1780
www.northshorefire.com
dkillion@northshorefire.com



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From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Tuesday, September 8, 2020 1:22 PM
To: Dawn Killion <dkillion@northshorefire.com>
Subject: ILA for Information Systems Services

Good afternoon,

Attached please find the ILA for Information Systems Services between Northshore Fire Department and Woodinville Fire & Rescue that was approved at the September 1, 2020 Joint Board meeting. There is a signature field for you and me as Board Secretaries to certify that the ILA was approved as signed. Please review and reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department and Woodinville Fire & Rescue Boards of Commissioners approved the ILA for Information Systems Services. The ILA is Electronically Signed this ___ day of September, 2020, by Finance Specialist Dawn Killion.

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

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

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

I. RECITALS

WHEREAS, WF&R and Northshore are currently Parties to an Agreement wherein WF&R provides Fire Chief services to Northshore; and

WHEREAS, WF&R and Northshore are pursuing the consolidation of the two agencies; and

WHEREAS, WF&R is without a full-time Human Resources Manager ("HRM"); and

WHEREAS, WF&R is in need of human resources support in the administration of the day-to-day operations of WF&R; and

WHEREAS, it is in the best interest of both Parties that Northshore's HRM provide human resources management services to both Northshore and WF&R as the two departments begin the process of merging; and

WHEREAS, the Parties desire for Northshore's HRM to provide human resources management services to WF&R 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 Northshore shall provide the services, as defined herein, to WF&R.
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 September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 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, or (3) at the option of WF&R upon withdrawal of consent by the HRM to being a shared employee as provided below. Upon termination, Northshore shall be relieved from any further obligation to provide services hereunder, and WF&R shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

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

5. **Compensation for Services.** WF&R shall pay Northshore \$6,744.04 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 20 hours per week for providing the Services using the Northshore HRM's total cost of compensation. Northshore shall provide not less than ten (10) calendar days' notice of any increase in the HRM'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 Northshore shall issue a monthly invoice for the Fee on the last day of the month; payment shall be due from WF&R within 30 days of receipt.

5.3 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the Northshore HRM in providing the Services to WF&R 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 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

the other Party only while its employees are engaged in rendering services to that party under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by each Party prior to commencement of service performance by either Party for the other Party hereunder.

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. **Loaned Employee.** This Agreement may result in Northshore's HRM being assigned to work at and under the direction, supervision, and control of WF&R on any given day. When Northshore assigns its HRM to work under the direction, supervision and control of WF&R, such employee shall be deemed a "Loaned Employee" during that period of time, and the terms in this section shall apply to such Loaned Employee.

10.1 **Loaned Employee Consent.** The Loaned Employee shall execute and provide to his/her employer the consent form attached hereto as **Exhibit B** ("Employee Consent"). By obtaining such consent, it is the intent of the parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979). Except as expressly provided herein, nothing in this Agreement shall be interpreted as WF&R becoming the employer of Northshore HRM or other personnel.

10.2 **Withdrawal of Consent.** At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying his/her employer, and thereby withdraw him/herself from being loaned to the other District pursuant to this Agreement.

10.3 **Employee Benefits and Withholdings.** Northshore shall be solely responsible for the following for any Loaned Employee:

- a. Administration of payment of all salaries, wages, and other forms of compensation;
- b. Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:
 - i. Federal income tax withholding;
 - ii. State and local income tax withholding;
 - iii. Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
 - iv. Federal Unemployment Tax Act (FUTA) obligations, and;
 - v. Applicable state unemployment tax obligations;
 - vi. L&I premiums.
- c. Compliance with applicable workers' compensation laws.

10.4 **Performance Issues.** WF&R shall promptly notify Northshore of any performance deficiencies or misconduct by a Loaned Employee. All disciplinary action shall be the responsibility of Northshore according to its employment policies and procedures.

11. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

12. **Dispute Resolution, Jurisdiction, and Venue.** In the event litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. The Parties expressly waive their right to a jury.

13. **Acts of Employees.** Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

14. **Recording.** A copy of this Agreement shall be filed with the King County Auditor or posted on the website of either Party.

15. **Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or

mailed, registered or certified mail, return receipt requested, postage pre-paid, upon deposit in the United States mail, to the Parties at the following addresses:

WF&R: Woodinville Fire & Rescue
ATTN: Chair, Board of Fire Commissioners
P.O. Box 2200
Woodinville, WA 98072-2200

Northshore: Northshore Fire
ATTN: Chair, Board of Fire Commissioners
7220 NE 181st Street
Kenmore, WA 98028-2711

The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

16. **Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of either Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties. Any property to be held in connection with this Agreement shall be held as the separate property of the Party in whose name the property is or was acquired.

17. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of 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:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

WOODINVILLE FIRE & RESCUE

By: Electronically Signed
David C. Maehren, Chair
Board of Fire Commissioners

By: 
Roger Collins, Chair
Board of Fire Commissioners

Date: September 1, 2020

Date: September 1, 2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

Northshore's HRM shall work in conjunction with WF&R's Fire Chief and CAO to administrate the entities separately.

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 Northshore HRM shall, upon request, provide human resources management services to WF&R, while working closely with the WF&R Fire Chief and CAO including, without limitation, the following:

- A. Serving as the liaison between the WF&R CAO and WF&R personnel;
- B. Organizing and implementing human resource-related tasks of WF&R as directed by the WF&R Fire Chief and CAO;
- C. Guiding and directing personnel of WF&R as requested by the WF&R Fire Chief and CAO;
- 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; and
- F. Attending, upon request, the meetings of WF&R's Board of Fire Commissioners and necessary standing committee meetings. Additional WF&R-specific meetings may be scheduled, as necessary.

EXHIBIT B

CONSENT TO LOANED EMPLOYEE AGREEMENT
(Human Resources Manager)

I, Shannon Moore, am an employee of NORTSHORE FIRE DEPARTMENT (“Northshore”). I understand that WOODINVILLE FIRE & RESCUE (“WF&R”) has requested that Northshore provide services of the Human Resources Manager to WF&R pursuant to an Interlocal Agreement dated September 1, 2020 (the “Loaned Employee Agreement”).

In consideration for the wages and benefits that I will receive from Northshore as a Loaned Employee to WF&R, I agree to the following:

1. I consent and agree to perform services for WF&R (the “Services”) in accordance with the Loaned Employee Agreement.
2. I understand that WF&R will be directing my performance of the Services while working for WF&R, but that I will be deemed to be an employee of Northshore and WF&R for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to WF&R, I will receive the same compensation and benefits I am receiving for my work for Northshore. I further understand that I will receive my compensation and benefits from Northshore and not from WF&R.

At any time hereunder, I may withdraw my consent by notifying Northshore, and thereby withdraw myself from being loaned to WF&R pursuant to the Loaned Employee Agreement.

Dated this ____ day of September, 2020.

Signature

Shannon Moore
Print Name

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY FIRE PROTECTION DISTRICT NO. 16
AND
WOODINVILLE FIRE & RESCUE
FOR
PAYROLL/ACCOUNTS PAYABLE SERVICES**

THIS INTERLOCAL AGREEMENT FOR PAYROLL/ACCOUNTS PAYABLE 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 municipal corporation ("WF&R"). Northshore and WF&R are referred to collectively as the "Parties" and individually as "Party."

I. RECITALS

WHEREAS, Northshore and WF&R are currently Parties to an Agreement wherein WF&R provides Fire Chief services to Northshore; and

WHEREAS, Northshore and WF&R are pursuing the consolidation of the two agencies; and

WHEREAS, Northshore and WF&R each have a full-time position responsible for payroll and accounts payable (hereinafter "Finance"); and

WHEREAS, Northshore and WF&R require back-up for their respective Finance positions to cover for vacations and unplanned absences; and

WHEREAS, it is in the best interest of both Parties that WF&R's Accounting/Payroll Specialist and Northshore's Finance Specialist begin working together as the two departments begin the process of merging; and

WHEREAS, the Parties desire for WF&R's Accounting/Payroll Specialist and Northshore's Finance Specialist to cross-train on each other's positions as set forth 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's and Northshore's two Finance personnel will work together to determine the most efficient payroll and accounts payable model for a merged entity.

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 September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 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, or (3) at the option of either Party upon withdrawal of consent by WF&R's Accounting/Payroll Specialist or Northshore's Finance Specialist to being a shared employee as provided below. 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 and Northshore shall, upon request, provide the services generally outlined in **Exhibit A** (the "Services"). It is recognized that WF&R's Accounting/Payroll Specialist will periodically work with Northshore's Finance Specialist at Northshore administrative offices and vice versa, as appropriate, to carry out the intent of this Agreement.

5. **Compensation for Services.** The Parties agree that the cross-training of the Finance personnel is of equal benefit to each agency and, therefore, is cost neutral.

5.1 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the time spent by each agency's employee and the progress being made. 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 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to such named Party only while its employees are engaged in rendering services to the other Party under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by each Party prior to commencement of service performance by either Party for the other Party hereunder.

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. **Loaned Employee.** This Agreement may result in an employee of one District (“Provider District”) being assigned to work at, and under the direction, supervision and control of, the other District (“Receiving District”) on any given day. Herein, when a Provider District assigns such an employee to work under the direction, supervision and control of the Receiving District, such employee shall be deemed a “Loaned Employee” during that period of time, and the terms in this Section 4 shall apply to such Loaned Employee.

10.1 **Loaned Employee Consent.** The Loaned Employees shall execute and provide to their employer the consent form attached hereto as **Exhibits B and C** (“Employee Consent”). By obtaining such consent, it is the intent of the parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979). Except as expressly provided herein, nothing in this Agreement shall be interpreted as the Receiving District becoming the employer of the Provider District’s personnel.

10.2 **Withdrawal of Consent.** At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying his/her employer, and thereby withdraw him/herself from being loaned to the other District pursuant to this Agreement.

10.3 **Employee Benefits and Withholdings.** The Provider District shall be solely responsible for the following for any Loaned Employee:

- a. Administration of payment of all salaries, wages, and other forms of compensation;
- b. Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:
 - i. Federal income tax withholding;
 - ii. State and local income tax withholding;
 - iii. Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;

- iv. Federal Unemployment Tax Act (FUTA) obligations, and;
 - v. Applicable state unemployment tax obligations;
 - vi. L&I premiums.
- c. Compliance with applicable workers' compensation laws.

10.4 **Performance Issues.** The Receiving District shall promptly notify the Provider District of any performance deficiencies or misconduct by a Loaned Employee. All disciplinary action shall be the responsibility of the Provider District according to its employment policies and procedures.

11. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

12. **Dispute Resolution, Jurisdiction, and Venue.** In the event litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. The Parties expressly waive their right to a jury.

13. **Acts of Employees.** Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

14. **Recording.** A copy of this Agreement shall be filed with the King County Auditor or posted on the website of either Party.

15. **Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid, upon deposit in the United States mail, to the Parties at the following addresses:

Northshore:	Northshore Fire ATTN: Chair, Board of Fire Commissioners 7220 NE 181st Street Kenmore, WA 98028-2711
-------------	---

WF&R: Woodinville Fire & Rescue
ATTN: Chair, Board of Fire Commissioners
P.O. Box 2200
Woodinville, WA 98072-2200

The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

16. **Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of either Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties. Any property to be held in connection with this Agreement shall be held as the separate property of the Party in whose name the property is or was acquired.

17. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of 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: Electronically Signed _____
David C. Maehren, Chair
Board of Fire Commissioners

Date: September 1, 2020 _____

Date: September 1, 2020 _____

APPROVED AS TO FORM:

/s/ Jeffrey Ganson _____
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020 _____

EXHIBIT A

SCOPE OF WORK

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

Under the direction of WF&R's CAO, WF&R's Accounting/Payroll Specialist shall work with Northshore's Finance Specialist to compare the tasks inherent in both positions and:

1. Determine similarities, particularly with common vendors and processes;
2. Identify significant differences (*e.g.*, Northshore's payroll is once per month; WF&R's is twice per month);
3. Find immediate efficiencies to be achieved;
4. Prepare a proposal for combining the payroll/accounting tasks of the Districts; and
5. Cross-train on significant tasks (payroll, accounts payable, tax reporting, etc.)

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.

EXHIBIT B

CONSENT TO LOANED EMPLOYEE AGREEMENT
(WF&R's Accounting/Payroll Specialist)

I, Charlene Inman, am an employee of WOODINVILLE FIRE & RESCUE ("WF&R"). I understand that NORTSHORE FIRE DEPARTMENT ("Northshore") has requested that WF&R provide services of an Accounting/Payroll Specialist to Northshore pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee Agreement").

In consideration for the wages and benefits that I will receive from WF&R as a Loaned Employee to Northshore, I agree to the following:

1. I consent and agree to perform services for Northshore (the "Services") in accordance with the Loaned Employee Agreement.
2. I understand that Northshore will be directing my performance of the Services while working for Northshore, but that I will be deemed to be an employee of WF&R and Northshore for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to Northshore, I will receive the same compensation and benefits I am receiving for my work for WF&R. I further understand that I will receive my compensation and benefits from WF&R and not from Northshore.

At any time hereunder, I may withdraw my consent by notifying WF&R, and thereby withdraw myself from being loaned to Northshore pursuant to the Loaned Employee Agreement.

Dated this 2nd day of September, 2020.



Signature

Charlene Inman

Print Name

EXHIBIT C

CONSENT TO LOANED EMPLOYEE AGREEMENT
(Northshore's Finance Specialist)

I, Dawn Killion, am an employee of NORTHSHORE FIRE DEPARTMENT ("Northshore"). I understand that WOODINVILLE FIRE & RESCUE ("WF&R") has requested that Northshore provide services of a Finance Specialist to WF&R pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee Agreement").

In consideration for the wages and benefits that I will receive from Northshore as a Loaned Employee to WF&R, I agree to the following:

1. I consent and agree to perform services for WF&R (the "Services") in accordance with the Loaned Employee Agreement.
2. I understand that WF&R will be directing my performance of the Services while working for WF&R, but that I will be deemed to be an employee of Northshore and WF&R for purposes of the Industrial Insurance Act, Title 51 RCW, during that time.
3. I understand that for the Services I provide to WF&R, I will receive the same compensation and benefits I am receiving for my work for Northshore. I further understand that I will receive my compensation and benefits from Northshore and not from WF&R.

At any time hereunder, I may withdraw my consent by notifying Northshore, and thereby withdraw myself from being loaned to WF&R pursuant to the Loaned Employee Agreement.

Dated this 8th day of September, 2020.

Electronically Signed

Signature

Dawn Killion

Print Name

Frisch, Nicole

From: Dave Maehren <dmaehren@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:03 AM
To: Frisch, Nicole
Subject: RE: Electronic Signature - Documents Approved 09-01-2020

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- ILA for Response Ops Oversight_DC
- ILA for Admin Oversight_CAO
- ILA for ISM Services
- ILA for HR Assistance_HRM
- ILA for Payroll_AP
- Liz Loomis Public Affairs Contract
- MOU – Liz Loomis Public Affairs
- MOU – Chmelik Sitkin & Davis

David Maehren
Fire Commissioner – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



Proudly Serving the Citizens of Kenmore and Lake Forest Park

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Wednesday, September 2, 2020 12:08 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>; Dawn Killion <dkillion@northshorefire.com>
Subject: Electronic Signature - Documents Approved 09-01-2020

Good afternoon Commissioner Maehren,

Attached for your reference please find the documents approved at last night's joint meeting.

At your earliest convenience, please reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- **ILA for Response Ops Oversight_DC**
- **ILA for Admin Oversight_CAO**
- **ILA for ISM Services**
- **ILA for HR Assistance_HRM**
- **ILA for Payroll_AP**
- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

Frisch, Nicole

From: Dawn Killion <dkillion@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:59 AM
To: Frisch, Nicole
Subject: RE: ILA for Payroll/Accounts Payable - Consent to Loaned Employee Agreement

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department and Woodinville Fire & Rescue Boards of Commissioners approved the ILA for Payroll/Accounts Payable Services. The following document is Approved and Electronically signed this 8th day of September, 2020, by Finance Specialist Dawn Killion.

- ILA for Payroll/Accounts Payable Services; Exhibit C – Consent to Loaned Employee Agreement

Dawn Killion

Finance Specialist
Northshore Fire Department
7220 NE 181st ST, Kenmore, WA 98028
DIRECT: 425.354.1778
FAX: 425.354.1781
MAIN: 425.354.1780
www.northshorefire.com
dkillion@northshorefire.com



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From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Tuesday, September 8, 2020 9:50 AM
To: Dawn Killion <dkillion@northshorefire.com>
Subject: ILA for Payroll/Accounts Payable - Consent to Loaned Employee Agreement

Good morning,

Attached please find the ILA for Payroll/Accounts Payable Services between Northshore Fire Department and Woodinville Fire & Rescue that was approved at the September 1, 2020 Joint Board meeting. Exhibit C of the ILA is a Consent to Loaned Employee Agreement. Please review and reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department and Woodinville Fire & Rescue Boards of Commissioners approved the ILA for Payroll/Accounts Payable Services. The following document is Approved and Electronically signed this ____ day of September, 2020, by Finance Specialist Dawn Killion.

- **ILA for Payroll/Accounts Payable Services; Exhibit C – Consent to Loaned Employee Agreement**

Thanks! Please let me know if you have any questions.

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

Prepare – Prevent – Perform

Please note: This email is a public record and may be subject to disclosure.

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: September 1, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Gregory S. Ahearn, Fire Chief *GSA*

**SUBJECT: Staff Report 20-017
Communications Consulting Agreement with Liz Loomis Public Affairs
Memorandum of Understanding with King County Fire Protection District
No. 16**

Background

In preparation for the upcoming ballot measure, staff has been researching consultants to help the districts navigate the process. Liz Loomis of Liz Loomis Public Affairs provides strategic communications and support before and during the election process. Ms. Loomis has specific and extensive experience working with neighboring fire districts.

Your packet contains the Communications Consulting Agreement as well as the Proposal from Liz Loomis Public Affairs.

Your packet also contains a Memorandum of Understanding (“MOU”) between Woodinville Fire & Rescue and King County Fire Protection District No. 16 (Northshore Fire Department) regarding the Communications Consulting Agreement with Liz Loomis Public Affairs.

Fiscal Impact

The attached contract is for a flat fee of \$70,000. The costs include the development and implementation of a strategic communications plan, the coordination of public events, and the development of website and social media content, news releases, and newsletters. Any additional charges must be approved by the Districts and may include printing, mail handling, and postage.

Woodinville Fire & Rescue shall be responsible for the receipt of invoices from and making full and timely payment to Liz Loomis Public Affairs. Northshore Fire Department shall reimburse Woodinville Fire & Rescue 44 percent of total costs.

Requested Action

Staff recommends that the Board authorize the Board Chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally, staff requests that the Board authorize the Board Chair to sign the MOU on behalf of the Board of Fire Commissioners.

PROPOSED MOTION

I move that the Board of Fire Commissioners authorize the Board Chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally, I move that the Board of Fire Commissioners authorize the Board Chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the Communications Consulting Agreement.

COMMUNICATIONS CONSULTING AGREEMENT

This agreement is made this **first** day of **September**, 2020 by and between the Woodinville Fire & Rescue (“WFR”), whose address is 17718 Woodinville Snohomish Road NE, Woodinville, WA 98072; Northshore Fire Department (“Northshore Fire”), whose address is 7220 NE 181st Street, Kenmore, WA 98028 (WFR and Northshore Fire being collectively referred to herein as the “Fire Districts”) and, EASL, Incorporated (dba Liz Loomis Public Affairs), whose address is 1611 Terrace Avenue, Snohomish, WA 98290 (“Consultant”).

WHEREAS, the Consultant has the requisite expertise and experience to provide consulting services to the Fire Districts; and

WHEREAS, the Fire Districts desire to retain the Consultant’s services as described herein:

I. Consulting Services. The Fire Districts hereby contract with the Consultant to perform the Scope of Work set forth in the Consultant’s proposal, attached hereto as Exhibit A and incorporated herein by references, which shall include, without limitation development of materials for and education of taxpayers about a potential merger of Northshore Fire Department into Woodinville Fire & Rescue in accordance with the terms and conditions set forth in this agreement (“the Work”). The Consultant shall perform the Work according to the existing standard of care for such services.

II. Terms of Agreement. This agreement will begin on September 1, 2020 and will end on May 31, 2021. Either party may cancel this agreement with fourteen (14) days of notice to the other party in writing, by certified mail or personal delivery. If the Fire Districts terminate this agreement without cause, they shall pay the Consultant only for work completed and expenses incurred to date in accordance with Section V. All work product results are the property of the Fire Districts and deliverable at the time of termination subject to payment by the Fire Districts of all earned fees and costs.

III. Time Devoted by Consultant. It is anticipated the Consultant will spend such time as is necessary to complete the projects identified in the Scope of Work. Additional work not included in the Scope of Work and authorized by the Fire Districts is considered “other duties as assigned” and will be billed at two hundred and twenty-five dollars (\$225.00) per hour. The Consultant shall not perform any additional services without the expressed written permission of the Fire Districts.

IV. Place Where Services Will Be Rendered. The Consultant will perform all services in accordance with this contract at a location of the Consultant’s discretion.

V. Payment to Consultant. The Consultant shall perform the Scope of Work for the flat fee of seventy thousand dollars (\$70,000) (“the Fee”) plus reasonable and approved expenses identified in Section VI. The Consultant will submit a monthly invoice for one ninth (1/9) of the Fee to WFR, and the Fire Districts will pay the Consultant within thirty (30) business days of receipt.

VI. Reimbursement of Expenses. The Fire Districts will pay the Consultant on a monthly basis for reasonable expenses accrued in support of official business. Reasonable expenses are in addition to the amount of this agreement and could include travel costs, data files, printing, mail house handling charges, and postage for mailings. Travel time for in person meetings with the Fire Districts are billed at one hundred twelve dollars and fifty cents (\$112.50) per hour.

VII. Independent Contractor. Both the Fire Districts and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract (*e.g.*, Federal income tax; Social Security tax; State or local income, business or occupation taxes; Unemployment Insurance taxes; and any other taxes or business license fees). The Fire Districts may, during the term of this Agreement, engage other independent contractors to perform similar work to that to be performed by the Consultant hereunder.

VIII. Confidential Information. The Consultant agrees to hold in strict confidence any information received in furtherance of the Consultant's obligations under this contract related to confidential, financial or business affairs of the Fire Districts and will not reveal the confidential information provided the Consultant to any other persons, firms or organizations.

IX. Conflict of Interest. The Consultant agrees not to engage in any contractual activities with a client that could create an organizational conflict of interest with the Consultant's position under this contract, which might impair the Consultant's ability to render unbiased advice or service. Therefore, the Consultant agrees to seek prior written approval from the Fire Districts before entering into a contract with another party that could pose a conflict of interest.

X. Nondiscrimination. In the hiring of employees for the performance of Work under this Agreement or any subcontract hereunder, the Consultant, its subcontractors or any person acting on behalf of the Consultant shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the Work to which the employment relates.

XI. Indemnification/Hold Harmless. The Consultant shall defend, indemnify and hold the Fire Districts, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by sole negligence of one or both of the Fire Districts. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and one or both of the Fire Districts, their officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually

negotiated by the parties. The provisions of this section shall survive the expiration or Termination of this Agreement.

XII. Insurance. The Consultant shall procure and maintain for the duration of this 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 the Consultant, its agents, representatives, employees or subcontractors.

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Fire Districts' recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Fire Districts shall be named as insured under the Service Provider's Commercial General Liability insurance policy with respect to the Work performed for the Fire Districts using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Fire Districts. Any Insurance, self-insurance, or insurance pool coverage maintained by the Fire Districts shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the Fire Districts with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Work.

F. Notice of Cancellation. The Consultant shall provide the Fire Districts with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Fire Districts (or either one of them) may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Fire Districts on demand, or at the sole discretion of the Fire Districts, offset against funds due the Consultant from the Fire Districts under this Agreement.

XIII. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Fire Districts, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XIV. Fire Districts' Right of Supervision; Compliance with Law. Even though Consultant works as an independent contractor in the performance of its duties under this Agreement, the Work must meet the approval of the Fire Districts and be subject to the Fire Districts' general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of Work under this Agreement, Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XV. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Fire Districts and the Consultant.

XVI. Non-Waiver. The failure of the Fire Districts to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

XVII. Resolution of Disputes; Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the WFR Fire Chief, whose decision shall be final. In the event of any litigation arising out of this Agreement, the

prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Agreement shall be the Superior Court of King County, Washington.

XVIII. Public Records Act. The Consultant acknowledges that the Fire Districts are public agencies subject to the Public Records Act codified in Chapter 42.56 RCW and that documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the Fire Districts. As such, the Consultant agrees to cooperate fully with the Fire Districts in satisfying their duties and obligations under the Public Records Act as allowable by law.

XIX. Electronic Signature and Counterparts. A faxed or electronic copy of a signature is equivalent to an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.



ELIZABETH ANNE-STEAD LOOMIS
President, EASL Inc.

Roger Collins, Chair
Woodinville Fire & Rescue

David Maehren, Chair
Northshore Fire Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN WOODINVILLE FIRE & RESCUE
AND
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
REGARDING
COMMUNICATIONS CONSULTING AGREEMENT**

This Memorandum of Understanding is made and entered into by and between **WOODINVILLE FIRE & RESCUE** (“WF&R”), a Washington municipal corporation and **KING COUNTY FIRE PROTECTION DISTRICT NO. 16** (“Northshore”). WF&R and Northshore are referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, WF&R and Northshore are pursuing the consolidation of the two agencies;
and

WHEREAS, the Parties intend to jointly execute a Communications Consulting Agreement (“Agreement”) with Liz Loomis Public Affairs (“Consultant”) for professional consulting services in support of the consolidation effort; and

WHEREAS, pursuant to the Agreement, the Parties share responsibility for payment and other rights and obligations; and

WHEREAS, the Parties wish to document their understandings as to how such rights and obligations will be allocated as between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Consultant’s Fees.** WF&R shall be responsible for receipt of invoices from and making full and timely payment to Consultant pursuant to the Agreement on behalf of both Parties. Upon delivery of a copy of each such invoice and evidence of WF&R’s payment to Consultant, Northshore shall reimburse WF&R forty-four percent (44%) of such sum.

2. **Agreement Administration.** Except as specified herein, WF&R shall generally have responsibility for administration of the Agreement.

2.1 **Authorization of Additional Work.** If both Parties do not agree upon authorization for the Consultant to perform additional work pursuant to section III of the Agreement, the Party authorizing such additional work shall be solely responsible for the fees for such additional work.

2.2 **Termination.** The Parties shall consult one another prior to either of them providing Consultant with a notice of termination of the Agreement pursuant to section II thereof.

3. **Consultant Work Product.** The Parties shall share joint ownership of all Consultant work product.

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

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

By: Electronically Signed
David C. Maehren, Chair
Board of Fire Commissioners

Date: September 1, 2020

WOODINVILLE FIRE & RESCUE

By: 
Roger Collins, Chair
Board of Fire Commissioners

Date: September 1, 2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020

Frisch, Nicole

From: Dave Maehren <dmaehren@northshorefire.com>
Sent: Tuesday, September 8, 2020 9:03 AM
To: Frisch, Nicole
Subject: RE: Electronic Signature - Documents Approved 09-01-2020

[EXTERNAL EMAIL] This email originated from outside Woodinville Fire & Rescue. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

- ILA for Response Ops Oversight_DC
- ILA for Admin Oversight_CAO
- ILA for ISM Services
- ILA for HR Assistance_HRM
- ILA for Payroll_AP
- Liz Loomis Public Affairs Contract
- MOU – Liz Loomis Public Affairs
- MOU – Chmelik Sitkin & Davis

David Maehren
Fire Commissioner – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



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From: Frisch, Nicole <NFrisch@wf-r.org>
Sent: Wednesday, September 2, 2020 12:08 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>; Dawn Killion <dkillion@northshorefire.com>
Subject: Electronic Signature - Documents Approved 09-01-2020

Good afternoon Commissioner Maehren,

Attached for your reference please find the documents approved at last night's joint meeting.

At your earliest convenience, please reply to this email with your electronic signature by copying and pasting the following verbiage:

On the 1st day of September, 2020, the Northshore Fire Department Board of Commissioners approved documents for electronic signature by David Maehren, Chair of Northshore Fire Department Board of Commissioners. The following are approved and electronically signed by Commissioner Maehren:

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- **Liz Loomis Public Affairs Contract**
- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

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Please note: This email is a public record and may be subject to disclosure.

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: September 1, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Gregory S. Ahearn, Fire Chief *GSA*

**SUBJECT: Staff Report 20-018
Memorandum of Understanding with King County Fire Protection District
No. 16 Regarding Sharing Costs of Chmelik Sitkin & Davis Legal Services**

Background

The Boards of Fire Commissioners of Woodinville Fire & Rescue and King County Fire Protection District No. 16 (“Northshore”) recently agreed to share costs of two vendors engaged by the Districts to work on the merger of the Districts.

Your packet contains a Memorandum of Understanding (“MOU”) between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the Legal Consulting Services from Chmelik Sitkin & Davis P.S.

Fiscal Impact

Northshore shall be responsible for the receipt of invoices from and making full and timely payment to Chmelik Sitkin & Davis. Woodinville Fire & Rescue shall reimburse Northshore 56 percent of total costs related to consolidation activity.

Requested Action

Staff recommends that the Board authorize the Board Chair to sign the MOU on behalf of the Board of Fire Commissioners.

PROPOSED MOTION

I move that the Board of Fire Commissioners authorize the Board Chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 Regarding Legal Consulting Services.

**MEMORANDUM OF UNDERSTANDING
BETWEEN WOODINVILLE FIRE & RESCUE
AND
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
REGARDING
LEGAL CONSULTING AGREEMENT**

This Memorandum of Understanding is made and entered into by and between **WOODINVILLE FIRE & RESCUE** (“WF&R”), a Washington municipal corporation and **KING COUNTY FIRE PROTECTION DISTRICT NO. 16** (“Northshore”). WF&R and Northshore are referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, WF&R and Northshore are pursuing the consolidation of the two agencies;
and

WHEREAS, the Parties intend to engage Chmelik Sitkin & Davis P.S., Attorneys at Law (the “Attorney” or “Attorneys”), for professional legal services in support of the consolidation effort; and

WHEREAS, pursuant to the terms of Attorney’s engagement, the Parties share responsibility for payment and other rights and obligations; and

WHEREAS, the Parties wish to document their understandings as to how such rights and obligations will be allocated as between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Attorney’s Fees.** Northshore shall be responsible for receipt of invoices from and making full and timely payment to the Attorney on behalf of both Parties. Upon delivery of a copy of each such invoice and evidence of Northshore’s payment to the Attorney, WF&R shall reimburse Northshore fifty-six percent (56%) of such sum.
2. **Attorney Direction.** Because the Attorney is providing legal services to both Parties with respect to a consolidation effort in which the Parties are each equally interested, all decisions with respect to direction of the Attorney’s services shall be made jointly by conference of the Parties. Either Party may convey direction to the Attorney upon agreement of the Parties as to such direction.
3. **Relationship Administration.** Except as specified herein, Northshore shall generally have responsibility for administration of the Parties’ relationship with the Attorney.
4. **Attorney Work Product.** The Parties shall share joint ownership of all Attorney work product relevant to consolidation of the Parties.

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

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

By: Electronically Signed
David C. Maehren, Chair
Board of Fire Commissioners

Date: September 1, 2020

WOODINVILLE FIRE & RESCUE

By: 
Roger Collins, Chair
Board of Fire Commissioners

Date: September 1, 2020

APPROVED AS TO FORM:

/s/ Jeffrey Ganson
Jeffrey Ganson, General Counsel to
Woodinville Fire & Rescue

Date: 08/31/2020

Frisch, Nicole

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David Maehren
Fire Commissioner – Board Chair
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- **MOU – Liz Loomis Public Affairs**
- **MOU – Chmelik Sitkin & Davis**

Thanks!

Nicole Frisch | Executive Assistant/Board Secretary
Woodinville Fire & Rescue
Direct: (425) 483-7907
Mobile: (425) 273-7138
Email: nfrisch@wf-r.org

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Please note: This email is a public record and may be subject to disclosure.

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: September 1, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Gregory S. Ahearn, Fire Chief *GSA*

**SUBJECT: Staff Report 20-019
Boundary Review Board Process
Resolution 2020-04**

Background

To move forward with consolidation of Woodinville Fire & Rescue and Northshore Fire Department, a Notice of Intention must be filed with the King County Boundary Review Board. The Boundary Review Board reviews proposals for boundary changes by cities and districts within King County, to include city or district creations and annexations, new city incorporations, and district mergers. Prior to submitting the Notice of Intention, both Boards must formally express their intent to merge via petition or resolution.

As the merging department, the Northshore Board of Fire Commissioners will approve the Petition for Merger naming Northshore Fire Department as the "Merging District" and Woodinville Fire & Rescue as the "Merger District". The Woodinville Board of Fire Commissioners will then approve the aforementioned resolution thereby accepting Northshore Fire Department's Petition for Merger.

Requested Action

Staff requests that the Board adopt Resolution 2020-04, which approves the merger of King County Fire Protection District 16 into Woodinville Fire & Rescue and directs Chief Ahearn to move forward with the Boundary Review Board process.

Attachments
GSA/nmf

PROPOSED MOTION

I move that the Board of Fire Commissioners adopt Resolution 2020-04,
A Resolution to approve the merger of King County Fire Protection
District No. 16 into Woodinville Fire & Rescue.

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-02**

**A RESOLUTION APPROVING THE MERGER OF
KING COUNTY FIRE PROTECTION DISTRICT NO. 16 INTO WOODINVILLE FIRE & RESCUE**

RECITALS

WHEREAS, on September 1, 2020, the Board of Northshore petitioned the Board of WF&R requesting that Northshore be merged into WF&R (“the Petition”); and

WHEREAS, Northshore and WF&R are within a reasonable proximity and near enough to each other so that governance, management, and services can be delivered effectively; and

WHEREAS, the merger of Northshore and WF&R would provide quantifiable service improvements or cost reductions; and

WHEREAS, the merger of Northshore and WF&R is a beneficial and equitable arrangement in terms of resource commitment, costs, and risk/exposure; and

WHEREAS, there is a comprehensive plan for implementation, with commitments from all agencies to see the merger of Northshore and WF&R through to completion; and

WHEREAS, the merger of Northshore and WF&R has a high likelihood of success that will lead to a stable and sustainable organization; and

WHEREAS, Northshore and WF&R have a shared vision of the outcome of the merger; and

WHEREAS, the merger of Northshore and WF&R provides benefits by achieving something the Districts could not achieve individually;

NOW THEREFORE, it is resolved as follows:

Section 1. The Petition of Northshore is approved as presented.

Section 2. The Fire Chief shall transmit the Petition back to Northshore with a copy of this Resolution so it may proceed with the merging procedure identified in RCW 52.06.

CERTIFICATION

I, the undersigned, Secretary of Woodinville Fire & Rescue ("WF&R") hereby certify as follows:

1. The attached copy of Resolution No. 2020-04 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regular meeting of the WF&R Board of Fire Commissioners (the "Board") held on September 1, 2020 as the Resolution appears on the minute book of the District and the Resolution is now in full force and effect.
2. The regular meeting was held in accordance with the law.
3. A quorum of the members of the Board was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st of September, 2020.

Nicole Frisch, Board Secretary