

**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

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.

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)**

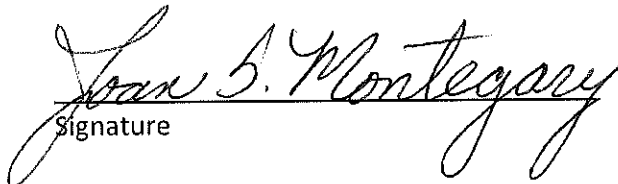
I, Joan S. Montegary, am an employee of WOODINVILLE FIRE & RESCUE ("WF&R"). I understand that NORTHSHORE FIRE DEPARTMENT ("Northshore") has requested that WF&R provide services of a Chief Administrative Officer to Northshore pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee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



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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:

- **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.