

**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



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**Class Title:** Information Systems Manager

**FLSA:** Exempt

**Bargaining Unit:** Not represented

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## **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

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**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 1<sup>st</sup> 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 1<sup>st</sup> 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](mailto:nfrisch@wf-r.org)

*Prepare – Prevent – Perform*

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

## Frisch, Nicole

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**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 1<sup>st</sup> 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 8<sup>th</sup> 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](http://www.northshorefire.com)  
[dkillion@northshorefire.com](mailto: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 1<sup>st</sup> 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](mailto:nfrisch@wf-r.org)

*Prepare – Prevent – Perform*

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