



KING COUNTY FIRE PROTECTION DISTRICT NO.16

7220 NE 181st Street
KENMORE, WA 98028

BUSINESS: 425-354-1780 FAX: 425-354-1781

MINUTES

January 22, 2020

SPECIAL MEETING BOARD OF COMMISSIONERS at Northshore Fire Department's Headquarters Station 51

I. OPENING OF MEETING

1.1 Roll Call

Chair Dave Maehren called the meeting to order at 5:00 PM.

Persons in attendance were Commissioners Rick Verlinda, Josh Pratt, Don Ellis, Rick Webster, and Dave Maehren. Also present were Acting Fire Chief Eric Magnuson, Finance Specialist Dawn Killion, Chief Matt Cowan and Commissioner Kim Fischer from Shoreline, Chief Greg Ahern, Commissioners Derek Van Veen and Roger Collins from Woodinville, Lieutenant Anders Hansson, Lieutenant Tim Tyler, Training Captain John Burrow, Firefighter Gunnar Seefeld, Firefighter Robert Carrasquillo, Firefighter Nick Lewis, Firefighter Joel Stephens, Firefighter Jacob Gillis and 23 members of the public. Absent was Board Secretary Kate Hansen.

II. BOARD DISCUSSION AND POSSIBLE ACTION ITEMS

2.1 Administrative Consolidation Options

- Audience members made a request for public comment to the board chair. Commissioner Maehren put the request out to other commissioners to agree to allow. Commissioner Webster noted that comments should be brief and concise for time reasons
- Anders Hansson – Northshore Fire Department Union President made public comment about support for Shoreline proposal
- David Weed – Woodinville Fire and Rescue Union made public comment about full consolidation including Woodinville Fire, Shoreline Fire and Northshore Fire
- Gabe DeBay – Shoreline Union made public comment about support for three-way merger including Woodinville Fire but merging Shoreline Fire Department and Northshore Fire Department by December
- Mike Dee made public comment
- Commissioner Maehren asked Woodinville to talk about their proposal
- Chief Ahern outlined his thoughts on their proposal for consolidation
- Commissioner Collins made additional comments about the ILA for Chief Services being a first step for consolidation and there are others that can happen and be discussed later

- Commissioner Verlinda asked for a more detailed document for timeline for consolidation from Woodinville so they can have a clear comparison between Shoreline Fire Department and Woodinville Fire
- Commissioner Webster indicated that we have an immediate need to help Acting Chief Magnuson. He also indicated that he likes the out clause for Woodinville Fire, which is 30 days versus Shoreline Fire that is 120 days. Commissioner Webster stated they should get the ILA locked down to take care of immediate need and then still consider all consolidation options
- Commissioner Pratt indicates his preference for Shoreline Fire Department consolidation and made comments
- Commissioner Ellis had no comments
- Commissioner Maehren felt Shoreline Fire Department proposal was a merger proposal rather than an ILA for chief services and administrative merger
- Chief Cowan made comments regarding their proposal

Commissioner Pratt moved to approve the proposal for Shoreline Fire Department. Commissioner Verlinda Seconded. The motion failed 2-3 with Commissioners Maehren, Webster and Ellis opposing.

Commissioner Webster moved to approve the proposal for Woodinville Fire. Commissioner Ellis Seconded. The motion passed 3-1 with Commissioner Pratt opposing. Commissioner Verlinda abstained.

- Commissioner Verlinda stated that Shoreline Fire Department be invited to still discuss a merger.
- Maehren asked about inviting Woodinville to next meeting to begin integration process

III. UPCOMING BOARD AGENDAS

3.1 Setting of Future Meeting Agenda

- Item was added to the agenda

IV. ADJOURNMENT

The meeting adjourned at 6:03PM

NEXT MEETING DATE

The next regularly scheduled Commissioners meeting is for February 5, 2020


BOARD OF COMMISSIONERS



RICK VERLINDA, Member



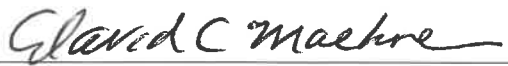
JOSH PRATT, Member



DON ELLIS, Member



RICK WEBSTER, Member



DAVID MAEHREN, Member

ATTEST



DAWN KILLION, Finance Specialist

King County Fire Protection District No. 16

Adopted at a Regular Meeting of the Board of Commissioners on February 5, 2020



Northshore Fire Department Board of Commissioners

Headquarters Station 7220 NE 181st Street, Kenmore, WA

Board of Commissioners Special Meeting Agenda

Wednesday, January 22, 2020

5:00PM

I. Open Meeting

1.1 Roll Call

II. Board Discussion and Possible Action Items

2.1 Administrative Consolidation Options

III. Upcoming Board Agendas

3.1 Setting of Future Meeting Agenda

IV. Adjournment

Next Regular Meeting: February 5, 2020 at 5:00 PM



KING COUNTY FIRE PROTECTION DISTRICT NO.16

7220 NE 181st Street
KENMORE, WA 98028

BUSINESS: 425-354-1780 FAX: 425-354-1781

NOTICE OF SPECIAL MEETING

DATED January 16, 2020

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Commissioners of King County Fire Protection District No. 16, will be held at the headquarters station located at 7220 NE 181st Street, Kenmore WA 98028, on Wednesday, the 22nd day of January, 2020 at 5:00PM.

Meeting agenda posted separately.



Shoreline Fire Department

Dedicated to the Protection of Life and Property

Serving the Shoreline Community for Over 75 years, since 1939

FIRE CHIEF
Matt Cowan

COMMISSIONERS
Ken Callahan Rod Heivilin
Kim Fischer Jon Kennison
David Harris

January 15, 2020

Honorable Commissioners,

Thank you in advance for considering Shoreline Fire Department's proposal for administrative services. We are excited about the possibility of collaborating and improving overall operations for our region.

We also wanted to clear up any confusion regarding our proposal for providing Fire Chief services. Our Department was initially told that providing Fire Chief services needed to be in place by January 1st. Later, we were notified that the Northshore Board would not be considering those proposals until sometime in January. Our Board wasn't clear on Northshore Board's intent, especially following the last joint Board of Commissioner's meeting on regionalization. Subsequently, we decided to send a letter clarifying if there was a desire to merge in 2020, or not, because this answer could influence our intent to provide Fire Chief services. We were very surprised when we were informed a day or two before your December 18 meeting that consideration of proposals for Fire Chief services was on the agenda. At that point, it was not possible for us to make a proposal. On behalf of our Department, I apologize if there was any misunderstanding on our part, but we were acting in good faith using the information we had available to us.

Moving forward, a contract for full administrative services not only has better advantages and efficiencies, but is also a broader step forward towards consolidation - which we are eager to be part of. In this packet you will find:

- An executive summary providing a high level review of our proposal.
- An organizational chart identifying the initial integration of staff into a joint organization.
- Our full proposal, which provides greater details on the month to month details including impacts, goals, costs, and the collaboration and integration of personnel.
- A resume for Chief Cowan. We recognize that some of your Board may not know Chief Cowan very well and before you accept our proposal you should know of his qualifications.
- An interlocal agreement that was reviewed by Attorney Brian Snure.
- An organizational chart identifying what a merged Northshore/Shoreline Fire Department could look like when we pursue a merger.
- Three cost analyses of a merged Department with an optimistic, middle ground, and worst case scenarios.

We realize there is likely to be many questions surrounding our proposal, so we encourage you to reach out to us. We are happy to clarify or modify our proposal as appropriate.

Thanks again for your consideration!

Kim Fischer, Chairperson
Shoreline Fire Department

Executive Summary for Consolidating Administrative Services Between the Northshore and Shoreline Fire Departments

January 15, 2020

The Shoreline Fire Department (SFD) is interested in providing full administrative services to the Northshore Fire Department (NFD). The SFD believes regionalization is the best approach to provide the highest level of services as a region. Furthermore, that a merger of our two Departments have a significant number of efficiencies that can be attained, both administratively and operationally. We want to see this succeed and believe that we can greatly help in moving it forward. Not only is NFD our neighbor, but we already work with NFD personnel on a daily basis and share space at Station 57.

Our proposal is to provide administrative services through the end of 2021. Our vision is that we will hopefully be working towards a ballot measure in April of 2021. This proposal centers on a target date of April, 2021 for a ballot measure, but could easily be adjusted accordingly if the Boards wanted to delay until a later date. In September of 2020, there would be a review of how successful the contract for services is working, including future workload, and if we are going to have a merger vote in April, 2021. Our proposal is for a “phased in” approach. This will allow both Departments time to acclimate to the implemented changes and ensure improved efficiencies. We believe that making the transition too fast may create long-term problems. This phased in approach will take about a year to implement the suggested transitions. Ongoing discussions and evaluations will determine if this timeline needs to be shortened or extended to adjust for organizational needs.

As previously stated this proposal is for administrative services. However, there is certainly the potential to also look at operational collaborations as we move towards a merger. The timeline for some of these transitions could occur before a merger is approved, after the vote, or when we formally merge. It all depends on how successful our contract for services is and the desire of the Boards to move forward with operational transitions. Therefore, there are benchmark dates identified in this proposal for these transitions, but they are identified more as talking points to prompt discussion.

Some of the more significant, strategic goals with general timelines are:

1. Reassign Chief Magnuson to DC of Operations for NFD and have DC Taylor assume DC of Support Services for both Departments.
2. DC Nankervis would then work with DC Magnuson to evaluate operational areas to collaborate on so that eventually operations could be merged.
3. Start working on individual position efficiencies, cross-training, collaboration of work, and transitions where appropriate, which will be ongoing throughout the remainder of 2020.
4. By March be working on implementing a billing for BLS transport program and preparing for enrollment in GEMT.
5. By March start jointly negotiating a Uniform Collective Bargaining Agreement for both Departments to be implemented in 2021.
6. By May consider expanding staffing and/or use of Aid 161 to assist with both BLS transport programs. Adopt new CBAs. Integrate Fire Prevention and PIO/PEO divisions.

7. In June continue with integrative administrative overhead and financial duties. Transition IT services to NORCOM model.
8. In the fall of 2020 evaluate how the contract for services is working and when a merger vote will be occurring. Develop and adopt budgets for both agencies and prepare a joint operating budget including short and long-term capital projects.
9. January 2021 implement new CBAs. The CBAs would likely have to be adopted individually by each Union unless there was a merger of the Unions.
10. January 2021 DC Nankervis assumes operations for both Departments, transition DC Magnuson to DC of Support Services for both organizations, or other executive level position.
11. April 2021, assuming that there is a ballot measure to merge and that it is approved, reduce to one operational battalion for both Departments.
12. Remainder of 2021 finalize the practical elements of a consolidation of services and operate as one Department.
13. January 2021, finalize merger language and implementation plan.
14. April 2021, voters to approve merger.

As a summary of NFD staffing impacts, we have identified the current full-time staffing and brief notes regarding the forecasted transition:

Position	Transition Notes
Chief Magnuson	Transitions to NFD DC of Operations, then DC of Support Services or other management position for both Departments.
HR Manager Moore	Maintains HR management of NFD, assists with SFD, then HR Manager for both Departments.
HR/Finance Specialist Killion	Continues with financial work at NFD, cross-trains with SFD personnel, then work with SFD staff for overall financial work of both Departments.
Admin Asst Hansen	Continues with general administrative work.
Training Officer Hochstein	Transitions into North King County Training Consortium.
Fire Marshal LaFlam	Works with SFD on transitioning Fire Marshal duties before retiring.
Inspector/Educator Booth	Could maintain dual role or transition into full-time inspector or public educator for both Departments.
P/T Administrator Kunkel*	Continue this part-time position in the short-term. Expected that with continued collaboration that this position will not be needed long-term.
EM Coordinator Lunak*	Contract employee. Continues to coordinate EM work with Lake Forest Park, Kenmore, and Northshore Utility District. Could add coordination with Shoreline, but need to evaluate contract and workload.

** These positions are not included in the following transition calendar due to not being full-time NFD employees.*

The proposal provides a summary of specific staff assignments during our transition and can easily be modified depending on input from staff and organizational needs. We will need to have good communications and ongoing assessments of how effective this plan is working and modify it appropriately. We should plan on conducting joint Board of Commissioner meetings on a regular basis, likely every other month. The cost for providing administrative services starts with 25 extra work hours, or \$2,400 per week, but quickly tapers down after the first three months and by January of 2021 is at 6 extra hours, or \$490 per week.

Assuming that the ballot measure passes in April, 2021, then the work of moving to a full-merger would commence. The advantage of an April ballot measure would be that it allows nearly eight months to finish consolidation work. If approved by the NFD Board, we would collaborate and modify any details and timelines included in this document as needed. Depending on these changes, the included Interlocal Agreement may also need to be modified.

We believe that our proposal not only fills critical needs in both Departments, but will also raise levels of performance. We look forward to continuing to build on our relationship and collaborating on providing the best services to our communities. Thank you for your consideration.

Proposal for Consolidating Administrative Services Between the Northshore and Shoreline Fire Departments

January 15, 2020

Background

This document is in response to your request for proposals to provide administrative services to the Northshore Fire Department (NFD) and to support efforts for consolidation across both Departments. This proposal is submitted with the expectation that there will likely be many follow up questions to provide greater details on what these services entail. We understand that there are a few different reasons for this request; the current workload on Chief Magnuson, the desire to provide additional higher level services, and as a pathway to a merger of our Departments. Our proposal is designed to address these concerns in a phased approach while working to answer the bigger questions surrounding a merger.

The reason the Shoreline Fire Department (SFD) is interested in providing these services to the NFD is our commitment to pursuing regionalization. We believe regionalization is the best approach to provide the highest level of services as a region. Not only is NFD our neighbor, but we already work with your personnel on a daily basis and have a medic unit in station 57. We want to see this succeed and believe that we can greatly help in moving it forward. This proposal was made to identify our thoughts and perspective, but certainly could be built out with more details as needed. It would also be very beneficial to get the insight of the Board of Commissioners and Chief Magnuson as to whether there are missing or misunderstood elements to our proposal.

With that in mind, consider what challenges we face in regionalization. It was previously thought that if we do not have a ballot measure in 2020 we face the challenge of validating a vote after an election with heavy voter turnout. However, I have confirmed with Attorney Brian Snure that is not the case. If we merge and do not have an excess levy or bond measure we will not need to validate for our ballot measure. This is a great positive for us as it means we can wait until 2021 for a merger vote without the validation concern. We believe that the most important aspect of a ballot measure is that all parties feel excited and supportive of it. If that is the case then most likely the voters will be excited and supportive, leading to approval of a merger.

Vision

While this proposal is for administrative services, it can also be considered the stepping stone to a potential merger. Therefore many portions of this proposal are designed with that in mind. We believe that a merger of our two Departments have a great number of efficiencies that can be attained, both administratively and operationally. Our vision is to provide administrative services through the end of 2021, with hopefully a ballot measure April of 2021. This date is not a firm date, but rather a goal. If there was a desire to push forward with a ballot measure in 2020 or if the Boards wanted to delay the

measure until after April, 2021, then the timelines and expectations herein could easily be adjusted accordingly.

In September of 2020, there would be a review of how successful the contract for services is working, including workload, and if we are going to have a merger vote in April, 2021. While many efficiencies can be realized in a contract for services, it is short of what can be accomplished with complete integration of organizations, such as that from a merger. SFD is interested in regionalization as our goal, and not a long-term services contract. There are too many examples of long-term contracts not being completely successful. It is not in the best interest of SFD, or in our opinion for NFD, to provide these services on a long-term basis. However, there are enough efficiencies with a full administrative services contract to wait until 2021 for a merger vote with formal implementation on January 1, 2022.

Our proposal is for a “phased in” approach. This will allow both Departments time to acclimate to the implemented changes and ensure improved efficiencies. We believe that making the transition too fast may create long-term problems. This phased in approach will take about a year to implement the suggested transitions. Ongoing discussions and evaluations will determine if this timeline needs to be shortened or extended to adjust for organizational needs. Furthermore, we should plan on conducting joint Board of Commissioner meetings on a regular basis, likely every other month. This will help develop a stronger relationship and understanding between the two Boards while discussing strategic objectives.

As previously stated this proposal is for administrative services. However, there is certainly the potential to also look at operational collaborations as we move towards a merger. The timeline for some of these transitions could occur before a merger is approved, after the vote, or when we formally merge. It all depends on how successful our contract for services is and the desire of the Boards to move forward with operational transitions. Therefore, there are benchmark dates identified in this proposal for these transitions, but they are identified more as talking points to prompt discussion and are not confirmed action items.

For some of these to occur, a consolidated or at least a comparable collective bargaining agreement (CBA) between the Departments would be necessary. The SFD currently uses Bellevue, Bothell, Kirkland, Redmond, South King, and Woodinville Fire Departments in our comparable calculations. If a consolidated CBA, including both NFD and SFD, were to be negotiated then a review of comparable fire departments would also be required. A cursory evaluation revealed that the Bothell and Woodinville Fire Departments could potentially be dropped. However, one agency is higher and the other is lower compared to the SFD total cost comparison (TCC), so the net impact could be very minimal. In 2020 both NFD and SFD will be negotiating their next CBA, which will reveal any long-term impacts on each Department’s TCC.

Some of the more significant, strategic goals with general timelines are:

1. Reassign Chief Magnuson to DC of Operations for NFD and have DC Taylor assume DC of Support Services for both Departments.
2. DC Nankervis would then work with DC Magnuson to evaluate operational areas to collaborate on so that eventually operations could be merged.
3. Start working on individual position efficiencies, cross-training, collaboration of work, and transitions where appropriate, which will be ongoing throughout the remainder of 2020.

4. By March be working on implementing a billing for BLS transport program and preparing for enrollment in GEMT.
5. By March start jointly negotiating a Uniform Collective Bargaining Agreement for both Departments to be implemented in 2021.
6. By May consider expanding staffing and/or use of Aid 161 to assist with both BLS transport programs. Adopt new CBAs. Integrate Fire Prevention and PIO/PEO divisions.
7. In June continue with integrative administrative overhead and financial duties. Transition IT services to NORCOM model.
8. In the fall of 2020 evaluate how the contract for services is working and when a merger vote will be occurring. Develop and adopt budgets for both agencies and prepare a joint operating budget including short and long-term capital projects.
9. January 2021 implement new CBAs. The CBAs would likely have to be adopted individually by each Union unless there was a merger of the Unions.
10. January 2021 DC Nankervis assumes operations for both Departments, transition DC Magnuson to DC of Support Services for both organizations, or other executive level position.
11. April 2021, assuming that there is a ballot measure to merge and that it is approved, reduce to one operational battalion for both Departments.
12. Remainder of 2021 finalize the practical elements of a consolidation of services and operate as one Department.
13. January 2021, finalize merger language and implementation plan.
14. April 2021, voters to approve merger.

Specific Details

It is difficult to make an accurate assessment of the net impacts this will have on NFD and SFD staff in providing administrative services without having actual history on which to base that estimate. By net impacts we are referring to the fact that there will be services given to NFD and also received from NFD staff. So, this proposal will include an estimate on costs broken down by month, with the expectation after three months that both Departments will review the actual experience so that adjustments can be made, if necessary. This will be great opportunity for both Department's Boards to address any unfulfilled needs and to build on successes. It is fully anticipated that the workload as the Fire Chief, and learning curve of actual operations at NFD, will be fairly steep early on, but should be improving by the second quarter. This should also correlate with a continued decrease in workload on Chief Magnuson.

As a summary of NFD staffing impacts, we have identified the current full-time staffing and brief notes regarding the transition forecasted later in this document:

<u>Position</u>	<u>Transition Notes</u>
Chief Magnuson	Transitions to NFD DC of Operations, then DC of Support Services or other management position for both Departments.
HR Manager Moore	Maintains HR management of NFD, assists with SFD, then HR Manager for both Departments.
HR/Finance Specialist Killion	Continues with financial work at NFD, cross-trains with SFD personnel, then work with SFD staff for overall financial work of both Departments.

Admin Assistant Hansen	Continues with general administrative work.
Training Officer Hochstein	Transitions into North King County Training Consortium.
Fire Marshal LaFlam	Works with SFD on transitioning Fire Marshal duties before retiring.
Inspector/Educator Booth	Could maintain dual role or transition into full-time inspector or public educator for both Departments.
P/T Administrator Kunkel*	Continue this part-time position in the short-term. Expected that with continued collaboration that this position will not be needed long-term.
EM Coordinator Lunak*	Contract employee. Continues to coordinate EM work with Lake Forest Park, Kenmore, and Northshore Utility District. Could add coordination with Shoreline, but need to evaluate contract and workload.

** These positions are not included in the following transition calendar due to not being full-time NFD employees.*

To make it easier to understand the scope and sharing of services, we have designed a draft calendar for phasing in the providing of administrative services. For the cost computation in 2020 we will use the hourly rate without benefits for different level positions as follows:

- Fire Chief \$97/hour
- DC/AD \$92
- General Staff \$44

What isn't considered in this transition plan is the potential of adding other needed positions such as a data analyst/software support position. This position could be beneficial in the short-term, but should be seriously considered after the merger is approved if not already filled. The following monthly schedule is a forecasted summary of specific staff assignments during our transition and can easily be modified depending on input from staff and organizational needs. We will need to have good communications and ongoing assessments of how effective this plan is working and modify it appropriately. The bolded positions are those that are taking on new roles and responsibilities in the given month or are a critical part of a transition process.

January

Chief Cowan: Assumes the leadership role of Fire Chief and associated duties for both Departments.

DC Taylor: Assumes DC of Support Services for both Departments.

DC Magnuson: DC Magnuson assumes DC of Operations for NFD.

This will allow Chief Cowan to work closely with DC Magnuson to learn operations of the NFD, staff roles and responsibilities, and catch up on strategic priorities with the Board of Commissioners. It is expected that Chief Cowan will need to work out of NFD Headquarters for at least two days per week. There will also be a need for Chief Magnuson to provide institutional knowledge and consistency in executive level decisions, so in the short-term, he will need to continue providing some assistance in the performance of Fire Chief duties. However, with DC Taylor taking on Support Services it should reduce Chief

Magnuson's work-load down to a manageable level. This also provides for better collaboration between executive level positions to develop a better working relationship without making significant changes to NFD operations.

- Goal:
 - Over the next three months for Chief Cowan to gain experience at NFD so that DC Magnuson is needed only on a limited basis in a mentoring/advisory role.
 - DC Magnuson and SFD DC of Operations Nankervis would collaborate on operational needs for both Departments, allowing for DC Nankervis to eventually take over Operations for both Departments. DC Magnuson would then take over DC of Support Services for both Departments and DC Taylor would be reassigned to a new role. The time frame for this goal would likely take at least nine months, but would be monitored and adjusted as necessary.
- Cost: Net increase in hours of work. Estimate a net increase of 25 hours of work per week between Chief Cowan and DC Taylor.
 - Cost would be \$2,400 per week (20 hours of FC, 5 hours of DC).

February

Fire Chief and DC's continue working together and collaborating where possible to identify efficiencies and best practices.

Administrative Director Brown: Starts working with NFD staff

DC John Nankervis: Evaluates capacity for BLS transport program

AD Brown would start working with NFD staff to learn about job descriptions, roles and responsibilities, and identifying areas of efficiencies and collaboration. Getting to learn about all the existing roles and associated work-loads will allow for developing a plan for the integration of staff. There may also be a need for new positions to be created or reassignment of existing staff. This will also allow for a reciprocation of work from NFD staff to help with SFD needs, such as with financial duties.

Assuming that the NFD Board approves a billing for BLS transport program, DC Nankervis will evaluate the challenges of implementing the program. This would include the consideration of potentially sharing Aid 161 coverage and/or expanding the aid car to 24-hour shift coverage.

- Goal:
 - Develop plan for integration of staff to provide better efficiency and redundancy to critical positions.
 - Develop plan for BLS transport program.
- Cost: Net increase in hours of work. Estimate a net increase of 25 hours of work per week between Chief Cowan, DC Taylor, and DC Nankervis.
 - Cost would be \$2,400 per week (20 hours of FC, 5 hours of DC).

March

Fire Chief and DC's continue working together and collaborating where possible to identify efficiencies and best practices.

Chief Cowan: Start CBA negotiations

Administrative Director Brown: Starts assisting with overhead supervision of NFD administrative staff

Human Resources Manager Moore: Starts assisting with SFD needs

IT Specialist Middleton: Evaluates IT services

EMS Program Manager Garlini: Establishes procedures for billing for BLS transport program

Finance Manager Siharath: Starts working with NFD staff

Finance Specialist Doll: Starts working with NFD staff

HR/Finance Specialist Killion: Starts working with SFD staff

Fire Marshal LaFontaine: Starts working with NFD staff

Chief Cowan would start negotiating the CBAs for both Departments. If, and where practical, an effort should be made to align the CBAs so that it begins bridging any gaps between the Departments. This could possibly include joint negotiations with both Unions, but would be dependent on the collaboration of the Unions.

AD Brown would implement the plan for improving redundancies and efficiencies. This plan would be to start sharing administrative work that affects both Departments. There would also start to be a sharing of HR duties as appropriate. This work would start as generic work that would not include the sharing of privileged information. HR Moore would still be the HR Manager for NFD and this would continue until a comfortability is established, likely late 2020. This would require both NFD and SFD personnel accepting the sharing of information, but still remaining at the privileged level.

IT Specialist Middleton has already performed some system assessments in preparation for the initiation of the North King County Training Consortium. He would continue to evaluate and develop a proposal for switching IT services to a NORCOM support model, which could be included under the SFD agreement. Part of this proposal would be to develop budgetary needs for ongoing services and capital needs.

EMS Program Manager Garlini would develop the program and necessary procedures to start billing for BLS transports. This would also include establishing a relationship with an outside billing agency and a training plan for operations personnel. The BLS transport program could begin after establishing the procedures and training has been conducted. The NFD had 990 BLS transports in 2018 of which AMR took 914. It is estimated that annual revenues would be approximately \$475 thousand or an average of \$39,583 monthly. This equates to an average of about 2.7 transports per 24-hour shift.

Finance Manager Siharath would work with the Finance Specialists from both Departments to evaluate the strengths of both financial divisions. Part of this evaluation would be to develop a plan for using a single model and to provide redundancy to critical positions, such as payroll.

FM LaFontaine would work with FM LaFlam to understand the NFD division and evaluate where collaboration could occur. Part of this would be to start developing a plan for when FM LaFlam retires.

- Goal:
 - Start negotiating a joint Uniform CBA for both Departments
 - Develop more integration and efficiencies with general functions.
 - Develop plan for IT services model.
 - Develop billing for BLS transport program.
 - Evaluate financial divisions and develop a plan for integration.
 - Evaluate fire prevention activities and develop a plan for integration

- Cost: There would be a sharing of work hours and resources between the Departments at this point along with improved organizational awareness for Chief Cowan. There is also more SFD staff involvement so the estimated work hours would remain at 25 hours per week.
 - Cost would be \$2,304 per week (20 hours of FC, 3 hours of DC, 2 hours of GS).

April

Fire Chief and DC's continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Continues with CBA negotiations

Administrative Director Brown: Continues with overhead supervision

Human Resources Manager Moore: Continues assisting with SFD needs

IT Specialist Middleton: Proposes IT services plan

EMS Program Manager Garlini: Continues working with NFD staff

Finance Manager Siharath: Continues working with NFD staff

Finance Specialist Doll: Continues working with NFD staff

HR/Finance Specialist Killion: Continues working with SFD staff

Fire Marshal LaFontaine: Continues working with NFD staff

PIO Pidduck: Starts working with NFD staff

Chief Cowan continues negotiating CBAs.

AD Brown continues with overhead supervision of all administrative staff. Continues working with HR Manager Moore on appropriate duties.

IT Specialist Middleton proposes plan including budget for NORCOM to provide IT services through SFD agreement. The plan would be to switch when it possible to exit agreement with the City of Kirkland, depending on notification requirements and when NORCOM could manage the additional work load.

EMS Program Manager Garlini would continue managing the billing for BLS transports and would start the process for entering the GEMT program.

Finance Manager Siharath would work with the Finance Specialists to facilitate cross-training so that there is redundancy to all financial duties including payroll, accounts payable, etc. for both Departments.

FM LaFontaine continues working with FM LaFlam.

PIO Pidduck would start working with NFD staff to identify public education and information needs to be able to develop integration plan. Part of this plan will be to determine if the workload can be performed with existing staff or if additional personnel are needed.

- Goal:
 - Continue with joint Uniform CBA negotiations
 - Continue with more integration and efficiencies of general functions.
 - Evaluate and accept IT services proposal
 - Develop billing for BLS transport program and integration plan for GEMT.
 - Initiate cross-training in financial divisions.
 - Continues evaluation of integrating fire prevention divisions.
 - Evaluate and develop plan for integrating PIO/PEO activities.

- Cost: There would be greater sharing of work hours and resources between the Departments at this point along with organizational awareness for Chief Cowan. There is also more SFD staff involvement so the estimated work hours would decrease to 14 hours per week.
 - Cost would be \$1,242 per week (10 hours of FC, 2 hours of DC, 2 hours of GS).
 - Depending on implementation, could possibly start seeing revenue from the BLS transport program estimated at an average of \$39,583 per month.

May

Fire Chief and DC's continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Finalizes CBA negotiations

Administrative Director Brown: Continues with overhead supervision

Human Resources Manager Moore: Continues assisting with SFD needs

IT Specialist Middleton: Proposes IT services plan

EMS Program Manager Garlini: Continues working with NFD staff

Finance Manager Siharath: Continues working with NFD staff

Finance Specialist Doll: Continues working with NFD staff

HR/Finance Specialist Killion: Continues working with SFD staff

Fire Marshal LaFontaine: Continues working with NFD staff

PIO Pidduck: Starts working with NFD staff

Executive Team and Union leadership approve the joint Uniform CBA. This could be nearly the same contract for both Unions and implemented individually, could be identical and implemented individually, or identical for a joined Union between IAFF Local 1760 and 2459. This CBA would be effective January 1, 2021, but parts of the CBA or negotiated policies could be implemented earlier depending on mutual agreement between labor and management. One area of targeted collaboration could be the staffing of Aid 161. This could also include consideration of increasing the coverage to 24/7 depending on service needs for both Departments.

AD Brown continues with overhead supervision of all administrative staff. Continues working with HR Manager Moore on appropriate duties.

IT Specialist Middleton prepares for moving IT services to SFD agreement with NORCOM.

EMS Program Manager Garlini would continue managing the billing for BLS transports and would continue work on entering the GEMT program.

Finance Manager Siharath would continue working with the Finance Specialists to facilitate cross-training so that there is redundancy to all financial duties including payroll, accounts payable, etc. for both Departments.

FM LaFontaine proposes and implements transition plan for fire prevention roles and responsibilities. The plan could be for Inspector Booth to move into a full-time inspector role. However, the work load in both fire prevention and PIO/PEO activities, and the desire of Inspector Booth, would need to be considered before confirming roles and responsibilities. This also allows for transition while FM LaFlam is still with the NFD and can assist with the integration of divisions.

PIO Pidduck would implement integration plan for public education and information needs for both Departments. Depending on Inspector Booth's role and workload needs this may include on boarding and/or training new personnel.

➤ Goal:

- Approve joint Uniform CBA for both Departments.
- Consider jointly staffing and/or increasing coverage of Aid 161
- Continue with more integration and efficiencies of general functions.
- Prepare for IT services transition
- Continue billing for BLS transport program and plan for integration into GEMT.
- Continue cross-training in financial divisions.
- Initiates integration of fire prevention divisions.
- Initiates integration of PIO/PEO activities.

➤ Cost: At this point the integration of administrative staff would be well along with greater collaboration on activities. The estimated work hours would decrease to 12 hours per week.

- Cost would be \$1,048 per week (8 hours of FC, 2 hours of DC, 2 hours of GS).
- There are two unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities and if operational personnel are assisting with the staffing of Aid 161.
- Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

June

Fire Chief and DC's continue working together and collaborating where possible to take advantage of efficiencies.

Administrative Director Brown: Assumes administrative overhead supervision for both Departments

Human Resources Manager Moore: Continues assisting with SFD needs

IT Specialist Middleton: Implements transition of IT services plan

EMS Program Manager Garlini: Assumes EMS program management for both Departments

Finance Manager Siharath: Integrates financial divisions of both Departments

Fire Marshal LaFontaine: Assumes FM duties for both Departments

PIO Pidduck: Assumes FM duties for both Departments

AD Brown assumes overhead supervision of all administrative staff. Continues working with HR Manager Moore on appropriate duties.

IT Specialist Middleton implements moving IT services to SFD agreement with NORCOM.

EMS Program Manager Garlini assumes EMS program management for both Departments.

Finance Manager Siharath would assume supervision of all financial duties for both Departments.

FM LaFontaine would assume Fire Marshal duties for both Departments.

PIO Pidduck would assume PIO/PEO duties for both Departments.

- Goal:
 - Supervision of administrative staff, EMS program management, finances, Fire Marshal duties, and PIO/PEO for both Departments occurs.
 - Continue jointly staffing and/or increasing coverage of Aid 161
 - Implement plan for IT services transition

- Cost: At this point the integration of administrative staff is nearly complete with greater collaboration on all activities. The estimated work hours would decrease to 10 hours per week.
 - Cost would be \$950 per week (6 hours of FC, 4 hours of DC).
 - It is unknown what the cost would be for IT services. This would likely cost less than the contract with Kirkland, but further analysis would need to be performed before confirming this cost.
 - Two ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities and if operational personnel are assisting with the staffing of Aid 161.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

July and August

All staff continue working together and collaborating where possible to take advantage of efficiencies.

Continue with overall supervision of different divisions and integration of personnel.

- Goal:
 - Continue with supervision of different divisions both Departments occurs.
 - Continue jointly staffing and/or increasing coverage of Aid 161

- Cost: Integration of administrative staff is nearly complete with greater collaboration on all activities. The estimated work hours would remain at 10 hours per week.
 - Cost would be \$854 per week (6 hours of FC, 2 hours of DC, 2 hours of GS).
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

September

All staff continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Develop budgets for both Departments

Human Resources Manager Moore: Continues assisting with SFD needs

Chief Cowan would need to develop budgets for both Departments for 2021 including a capital budget.

There would also need to be an evaluation of the contract for services. This evaluation would need to look at any areas where expectations or work load concerns are not being met as well as areas of success. A financial evaluation of actual net hours would also need to be completed to determine if any changes need to be made, especially for the following year. A joint Board meeting would also need to occur to determine if a measure will be on the ballot for April. If it doesn't occur in April, then determine what the path is moving forward and the continuation of the contract for services. If moving forward the legal requirements for a merger would need to be addressed such as an environmental impact review in time for the ballot measure.

If everything continues looking positive then a plan for implementing the new CBA needs to be developed. Again, timing can be adjusted depending on organizational needs and input from both Board's, which could be in early 2021, after a vote to merge, or later when the merger is formalized.

Areas that could be considered for the new CBA and 2021 implementation include:

- Reducing to one operational battalion.
- Sharing of Firefighters both directions for non-driver or Officer roles. This would be a blending of personnel in preparation for a merger.
- Moving operations for both Departments under DC Nankervis.
- Moving support services for both Departments under DC Magnuson or moving him to a different executive role depending on needs and DC Magnuson's desire.

Continue with overall supervision of different divisions and integration of personnel.

- Goal:
 - Evaluation of contract for services and developing plan for end of year integration.
 - Supervision of administrative staff, EMS program management, finances, Fire Marshal duties, and PIO/PEO for both Departments.
 - Continue with increased coverage of Aid 161

- Cost: Integration of administrative staff remains nearly complete with great collaboration on all activities. However, due to added budget responsibilities there will be additional work on Chief Cowan. The estimated work hours would increase to 12 hours per week.
 - Cost would be \$1,048 per week (8 hours of FC, 2 hours of DC, 2 hours of GS).
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

October

All staff continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Continue with budget process for both Departments

Human Resources Manager Moore: Continues assisting with SFD needs

Chief Cowan continues budget work and strategic planning for 2021.

Continue with overall supervision of different divisions and integration of personnel.

- Goal:
 - Develop budget for 2021.
 - Develops strategic plan for 2021.
 - Supervision of administrative staff, EMS program management, finances, Fire Marshal duties, and PIO/PEO for both Departments.
 - Continue with increased coverage of Aid 161

- Cost: Integration of administrative staff remains nearly complete with great collaboration on all activities. The estimated work hours would remain at 12 hours per week.
 - Cost would be \$1,048 per week (8 hours of FC, 2 hours of DC, 2 hours of GS).
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

November

All staff continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Propose and get budget approval for both Departments

DC Nankervis: Transitioning into Operations for both Departments

DC Magnuson: Transitioning into Support Services or other executive level role for both Departments

DC Taylor: Potentially transitioning into another executive level role for both Departments

Human Resources Manager Moore: Continues assisting with SFD needs

Chief Cowan continues budget work and strategic planning for 2021.

DC Nankervis starts transition process for assuming Operations for both Departments. This will include joint meetings with DC Magnuson, all Firefighters, and staff. This will also include review of 2021 shift and staff assignments, preparation for reducing to one battalion, and shared staffing if it hasn't occurred already.

DC Magnuson starts transition to Support Services role or other high level, management position such as transition manager, Division Chief, etc. This will be dependent on needs, potential attrition, and input from DC Magnuson.

DC Taylor would either stay in Support Services or transition to another high level management position.

Continue with overall supervision of different divisions and integration of personnel.

- **Goal:**
 - Develop and adopt budgets for 2021.
 - Develops strategic plan for 2021.
 - Facilitate the transition processes.
 - Supervision of administrative staff, EMS program management, finances, Fire Marshal duties, and PIO/PEO for both Departments.
 - Continue with increased coverage of Aid 161

- **Cost:** Integration of administrative staff remains nearly complete with great collaboration on all activities. The estimated work hours would remain at 12 hours per week.
 - Cost would be \$1,048 per week (8 hours of FC, 2 hours of DC, 2 hours of GS).
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

December

All staff continue working together and collaborating where possible to take advantage of efficiencies.

Chief Cowan: Consolidate budgets for both Departments

DC Nankervis: Continues transitioning into Operations for both Departments

DC Magnuson: Continues transitioning into Support Services or other role for both Departments

DC Taylor: Potentially transitioning into another executive level role for both Departments

Human Resources Manager Moore: Continues assisting with SFD needs

Chief Cowan continues budget work by taking the two, separate budgets and combining them into one, working budget for both Departments. This would provide for more efficiencies and allow for the organizations to work more closely as one fire department. Would also need to address short and long-term capital needs by developing a unified capital replacement program. Continues with strategic planning for 2021.

DC Nankervis continues transition process for assuming Operations for both Departments.

DC Magnuson continues transition to Support Services role or other high level, management position.

DC Taylor either stays in Support Services or transitions to another high level management position.

Continue with overall supervision of different divisions and integration of personnel.

➤ **Goal:**

- Develop joint working budget for both Departments.
- Continues developing strategic plan for 2021.
- Continue with transition processes.
- Supervision of administrative staff, EMS program management, finances, Fire Marshal duties, and PIO/PEO for both Departments.
- Continue with increased coverage of Aid 161

➤ **Cost:** Integration of administrative staff remains nearly complete with great collaboration on all activities. The estimated work hours would remain at 12 hours per week.

- Cost would be \$1,048 per week (8 hours of FC, 2 hours of DC, 2 hours of GS).
- Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
- Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

January, 2021

All staff start working as one fire department

Chief Cowan: Adopt working budget for combined agency

DC Nankervis: Assumes Operations for both Departments

DC Magnuson: Assumes Support Services or other executive level role for both Departments

DC Taylor: Stays as DC of Support Services or assumes another executive level role

Human Resources Manager Moore: Assumes HR management for both Departments

Chief Cowan adopts combined agency working budget. Implements strategic plan for 2021. Work with the joint Board of Commissioners to finalize merger model, financial impacts, talking points, and ballot language.

New CBA and expectations would be in effect such as shared staffing, one battalion, shared Aid 161 staffing. There could also be future consideration of combined operational staffing. For example, there could be a single pool of operational personnel to fill positions. This would be similar to operating a five station fire department. This could only be accomplished after negotiating and adopting an either similar or identical CBAs and would likely be dependent on an alignment of the Locals. There would also be a need to potentially put on a driver qualification academy and/or promotional process.

DC Nankervis, DC Magnuson, and DC Taylor to assume new roles or continue working in current positions.

HR Manager Moore would now assume HR management of both Departments under the supervision of AD Brown.

This should complete the practical consolidation of services short of a full merger. There are still some other areas of efficiency that can be gained, but would likely be impractical until the merger could occur. Essentially, both Departments would operating nearly as one.

- **Goal:**
 - Adopt joint working budget for both Departments.
 - Implements strategic plan for 2021.
 - All practical collaboration of services are complete.

- **Cost:** Integration of administrative staff is complete with both Departments operating as one. The remaining inefficiencies would center around two different Boards, two legal entities, two financial entities, etc. The estimated work hours would decrease to 6 hours per week.
 - Cost would be \$490 per week (4 hours of FC, 2 hours of GS). This cost estimate assumes a 3% COLA for 2021 hourly rates.
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

February, 2021

All staff continue working as one Department

Chief Cowan: Submits language to King County of merger

Assuming an April ballot measure Chief Cowan submits language to King County for merger vote. This needs to occur roughly 60 days out from the election date, which would be in early April. After submittal and acceptance then there would need to be work on election needs such as pro/con committees, etc. Would also need to engage in information and education campaign as allowed and appropriate.

Department continues to operate as nearly a full consolidation of services short of a merger.

- Goal:
 - Prepare for merger ballot measure in April.
 - Continue operating Department as one.

- Cost: Integration of administrative staff is complete with both Departments operating as one. The remaining inefficiencies would center around two different Boards, two legal entities, two financial entities, etc. The estimated work hours would remain at 6 hours per week.
 - Cost would be \$490 per week (4 hours of FC, 2 hours of GS).
 - Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
 - Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

March and April, 2021

All staff continue working as one Department

All staff preparing for ballot measure in April.

Department continues to operate as nearly a full consolidation of services short of a merger.

- Goal:
 - Prepare for merger ballot measure in April.
 - Continue operating Department as one.

- Cost: Integration of administrative staff is complete with both Departments operating as one. The remaining inefficiencies would center around two different Boards, two legal entities, two financial entities, etc. The estimated work hours would remain at 6 hours per week.
 - Cost would be \$490 per week (4 hours of FC, 2 hours of GS).

- Three ongoing unknowns affecting costs; will additional personnel be needed to address PIO/PEO activities, if operational personnel are assisting with the staffing of Aid 161, and net cost of switching IT services contract.
- Would be receiving revenue from the BLS transport program estimated at an average of \$39,583 per month.

Assuming that the ballot measure passes in April, then the work of moving to a full-merger would commence. The advantage of an April ballot measure would be that it allows nearly eight months to finish consolidation work. A partial list of the remaining areas that would need work:

- Consolidate CBA's if not already accomplished.
- Negotiate, if necessary, and consolidate policies.
- Consolidate Commissioner handbook
- Design new identity including name and patch.
- Consolidate personnel roster, qualifications, etc.
- Develop promotional plan for attrition and vacancies.
- Identify attrition plan for consolidated Board of Commissioners
- Develop unified budget for 2022.
- Consider adding a data analyst/software support position
- Etc.

If our proposal is supported by the NFD Board, we would collaborate and modify any details and timelines included in this document as needed. Depending on these changes the included Interlocal Agreement may also need to be modified.

Thank you for your consideration and I look forward to answering any questions that you may have.

Sincerely,



Chief Matt Cowan

MATT COWAN

1252 SE 14th Pl, North Bend, WA 98045

Cell (206) 786-9042

mfcowan@hotmail.com

OVERVIEW

Progressive individual with over 30 years experience with career, combination, and volunteer fire departments. Experienced and qualified with a positive attitude to affect constructive change on a local and regional level. Extensive grant writing, organizational, and planning skills to create fiscal efficiencies for short-term and strategic needs. Committed to developing strong succession management through educational focus and creating growth opportunities for personnel at all levels.

EDUCATION

- | | | |
|-----------|---|----------------|
| 2000-2007 | City University | Bellevue, WA |
| | ➤ Masters Degree in Public Administration, graduating with honors. | |
| 2002-2006 | National Fire Academy | Emmitsburg, MD |
| | ➤ Executive Fire Officer Certification. | |
| 1994-1996 | Bellevue Community College | Bellevue, WA |
| | ➤ Associate of Arts Degree in Fire Command Administration. | |
| 1986-1990 | University of Puget Sound | Tacoma, WA |
| | ➤ Bachelor of Arts Degree in Physics with emphasis in Math and Economics. | |

SPECIALIZED CERTIFICATIONS/TRAINING

- International Chief Fire Officer designation, CPSE, 2011-Present.
- Executive Chief Officer, IAFC, 2015-Present.
- Executive Planning certification, NFA, 2009.
- NIMS ICS 100, 200, 300, 400, 700, and 800, 2008.

WORK EXPERIENCE

- | | |
|--|---------------------|
| Fire Chief, Shoreline Fire Department | 2013-Present |
| ➤ Leads 135 Officers, Firefighters, and Administrative personnel in all aspects pertaining to the fire department including administration, operations, fire prevention, public education, facilities, fleet maintenance, information technology, community outreach and training divisions. | |
| ➤ Supervises a regional Advanced Life Services (ALS) program that serves all of north King County. | |
| ➤ Redeveloped the long-range plan for the Department, refined protection area boundaries and managed annexation of an adjacent community for emergency services. | |
| ➤ Designed a capital replacement program on a rolling, 20-year implementation including the successful passing of a capital bond. Also developed and implemented an impact fee program to mitigate the impacts of new development. | |
| ➤ Writes and manages the annual budget totaling nearly \$30 million including the establishment of alternative funding sources and the successful creation of a Fire Benefit Charge program. | |
| ➤ Developed an employee performance appraisal system including a peer review process to improve accountability and increase morale. | |
| ➤ Negotiates and manages contracts for services establishing revenue sources with tax-exempt properties within the District such as those owned by DSHS, DOT, DOH, and King County Metro. | |
| ➤ Overhauled organizational finances improving efficiency and creating savings of over \$2 million. Efficiencies allowed for needed capital projects, significant improvement in operational staffing levels, and increasing capital funds from \$250 thousand to nearly \$5 million over the past five years. | |
| ➤ Successfully applied for a local Assistance to Firefighters Grant for over \$218 thousand to purchase new bunker gear and for a four-fire department regional grant of over \$1.1 million for new SCBA's. | |

WORK EXPERIENCE (CONTINUED)

Deputy Chief, Maple Valley Fire and Life Safety **1992-2013**

- Supervised fire prevention, public education, facilities and fleet divisions. Last position was managing operations, training, fleet, and facilities while supporting other divisions as needed.
- Responsible for administration and emergency operations for the seven fire stations within the district. Operated on a 48/96 work schedule utilizing three platoons.
- Wrote and procured capital equipment grants from FEMA, the Medic One Foundation, and the Department of Health totaling nearly \$1.3 million since 2003.
- Developed and initiated an impact fee mitigation program to supplement capital purchases including the establishment of a 20-year capital replacement program.
- Leader of team responsible for researching, developing and proposing a restructuring of all career and resident operational staffing.
- Developed the program and was the Chairman of the Distinguished Service Awards Committee, which was in charge of issuing all medals and awards.
- Leader of Special Operations team specializing in high angle and swift water rescue for fifteen years.

Deputy Chief, Snoqualmie Pass Fire and Rescue (Fire Chief 1996-2011) **1996-Present**

- Managed all areas of the organization including the transition from a volunteer to a combination fire department.
- Successfully managed procuring land from the USFS which included working with State Senators and Representatives, and testifying in Congress for Federal conveyance of land to build a new fire station.
- Applied for and received a Presidential ARRA grant of over \$4 million to build a new headquarters station totaling approximately 17,000 square feet.
- Developed the long-range plan for the Department, refined protection areas, and managed the annexation of a neighboring community.
- Currently assists and mentors the Fire Chief in administrative duties including strategic planning, funding, and operational management.

OTHER CERTIFICATIONS/TRAINING/ACTIVITIES (PARTIAL)

- Managed the King County Fire Chief's Association (KCFCA) as President from 2015 through 2017.
- Current chair for the KCFCA Education Committee since 2017.
- Established the annual Leadership Summit in 2016, a leadership conference with national involvement.
- Part of leadership team for Night on a Dark Trail, a non-profit organization raising funds locally.
- Member of advisory board for Seattle Executive Leadership Academy, a regional leadership program.
- Incident Safety Officer, 2009.
- Washington State Fire Academy Lead Instructor, 2001-2005, 2008.
- Hazardous Materials Incident Commander, 2010.

AWARDS (PARTIAL)

- Letter of Commendation, Maple Valley Fire & Life Safety, 2012.
- Medal of Commendation, Snoqualmie Pass Fire & Rescue, 2011.
- Chief's Commendation, Maple Valley Fire & Life Safety, 2005.
- District Citation, Maple Valley Fire & Life Safety, 2007.
- Fire Officer of the Year Award, Maple Valley Fire & Life Safety, 2004 & 2008.
- Chief's Company Officer, Maple Valley Fire & Life Safety, 2005 & 2006.
- Firefighter of the Year Award, Snoqualmie Pass Fire & Rescue, 2004.

INTERLOCAL AGREEMENT

This Agreement is entered into between SHORELINE FIRE DEPARTMENT, a municipal corporation, hereafter referred to as "SFD", and NORTHSHORE FIRE DEPARTMENT, a municipal corporation, hereafter referred to as "NFD."

RECITALS

1. This agreement is entered into by NFD and SFD under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. SFD and NFD currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate certain services to allow for the joint operation and administration of these services within the jurisdiction of NFD and SFD.
4. This Agreement is not intended to supersede or conflict with the collective bargaining agreements of either party.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This agreement shall be effective on January 15, 2020 and shall terminate on December 31, 2021. Provided, however, in the event both SFD and NFD agree to place a merger proposal on the ballot in 2021, the term will be automatically extended, assuming the measure is passed, until the effective date of the merger. If the voters do not approve the merger, the termination date will be 120 days following the certification of the election. Either party may unilaterally terminate this Agreement with 120 days advance written notice to the other party.
2. **DEFINITIONS.**
 - 2.1. The following terms, when used in this agreement, shall be defined as follows:
 - (a) "SFD" shall mean the Shoreline Fire Department.
 - (b) "NFD" shall mean the Northshore Fire Department.
 - (c) "Chief" or "Fire Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of SFD.
 - (d) "Organizational Chain of Command" shall mean the Chain of Command set forth in the attached **Exhibit A**.

- (e) "Consolidated Administrative Services" shall mean the services performed under the direction of the Chief and shall include the following:
 - (i) Supervision of Fire Protection and Emergency Services provided in NFD with NFD employees under the Chain of Command.
 - (ii) Administrative services in NFD
 - (iii) Fire Code Inspections in NFD.
 - (iv) Public Education Services in NFD
 - (v) Fire Prevention and Investigation Services in NFD.
 - (vi) Training for personnel of both SFD and NFD.
- (f) FTE shall mean full time employee.
- (g) Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.

3. SERVICES PERFORMED BY SFD FOR NFD

3.1. Administrative Services. Subject to the terms of this Agreement, the Fire Chief shall provide management authority over both Departments, including but not limited to the following:

- (a) The Fire Chief shall supervise, administer and manage the day to day operations of NFD Fire Department in accordance with the Chain of Command. Specifically the Fire Chief shall manage and direct:
 - (i) Staffing levels, personnel assignments and NFD Fire Department resource allocations.
 - (ii) Implementation of NFD Fire Department Budget
 - (iii) Implementation of NFD Fire Department policies and procedures.
 - (iv) Personnel management including discipline of NFD Fire Department Personnel. The Fire Chief shall manage all disciplinary actions consistent with existing NFD personnel policies and procedures and consistent with the collective bargaining agreements between NFD and IAFF Local 2459. All disciplinary actions shall follow the Chain of Command.
 - (v) Oversee and manage all operations in the manner and subject to the limitations specified herein.
- (b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for

the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, NFD hereby designates the Fire Chief of SFD as NFD's Fire Chief. NFD Fire Marshal remain as the Fire Marshal and Fire Code Official until June 1, 2020. On June 1, 2020 SFD's Fire Marshal will become NFD's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of SFD and NFD, as appropriate. SFD shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

- (c) **Fire Chief Reporting Status.** The Fire Chief shall report on NFD administrative and operational matters to NFD Board of Commissioners and shall attend meetings when requested.
- (d) **Payment for Administrative Services/Emergency Management Services.** In consideration of providing Administrative Services, NFD shall provide the following to SFD:
 - (i) NFD shall pay SFD in accordance with the attached cost schedule (**Exhibit B**) in quarterly installments.
 - (ii) On a quarterly basis both NFD and SFD will review the previous quarter for accuracy of estimated costs, as shown in the schedule, and review the next quarter for forecasted costs. If both Departments agree then adjustments shall be made to the cost schedule to ensure accurate reimbursement.
 - (iii) SFD shall provide administrative staff personnel necessary to support the operation of NFD, provided under this Agreement.
 - (iv) This Agreement will also allow for NFD staff to work for SFD in a "sharing" of personnel. Essentially, as the two organizations continue integration, personnel will be assigned roles and responsibilities to address the needs of both organizations. The goal is for NFD and SFD to eventually be operating, as closely as is practical, as one fire department. This will result in SFD personnel taking on responsibilities currently filled by NFD personnel and for NFD personnel reciprocating with work currently be performed by SFD employees. The cost schedule reflects the anticipated net amount of extra hours of work SFD will be working for NFD. See **Exhibit C** for greater detail.

3.2. Annual Fee Adjustment. On January 1, 2021 the costs established in Sections 3.1 shall be increased by 3% for a cost of living adjustment.

4. GENERAL PAYMENT PROVISIONS.

4.1. Payment Procedures. Except as otherwise provided herein, for all payments provided hereunder, SFD shall provide NFD with quarterly invoices outlining the nature of the services provided, the hours of service provided, the hourly rate applicable to such services. NFD shall pay all invoiced amounts within 30 days of receipt.

4.2. **Failure to Submit Invoice.** The failure of SFD to submit an invoice for services to NFD within the timeframes provided in this Agreement shall not result in a waiver of the requirement of NFD to pay for those services; provided that the failure of SFD to invoice NFD for a period in excess of six (6) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the parties.

4.3. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, SFD shall submit to NFD a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

5. **General Provisions.**

5.1. **Employees of SFD Are Not Employees of NFD.** All SFD employees who provide NFD services called for in this Agreement shall be employees of SFD, and not employees of NFD. Except as provided in this Agreement, the employees of SFD who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of NFD. SFD shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. SFD shall be solely responsible for all compensation, benefits and insurance for its employees.

5.2. **Employees of NFD Are Not Employees of SFD.** All NFD employees who provide SFD services called for in this Agreement shall be employees of NFD, and not employees of SFD. Except as provided in this Agreement, the employees of NFD who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of SFD. NFD shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. NFD shall be solely responsible for all compensation, benefits and insurance for its employees.

5.3. **Records.** All records relating to the provision of the services called for in this Agreement shall be considered records of the appropriate Department, and shall be retained in accordance with the records retention requirements of the agency. Custody and disclosure of the records shall be managed in accordance with **Exhibit D**.

5.4. **Office Facilities.** NFD agrees that SFD may use NFD office space and office facilities including but not limited to, copying machines, computers, fax machines, and consumable office supplies owned by NFD for the Operations provided under this Agreement.

6. **Finances.** Each party shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft of NFD budget. Each party agrees to provide the other party with a copy of its budget when completed.

7. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or

willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

8. **Insurance.**

8.1. Each party shall carry and maintain, for the duration of this Agreement property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverage's as existing on the date of this Agreement in a form and with a company acceptable to the other party.

8.2. The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) calendar days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

9. **Property ownership.** All property acquired by SFD to enable it to perform the services required under this agreement, shall remain the property of SFD in the event of the termination of this agreement. All property acquired by NFD to enable it to perform the services required under this agreement, shall remain the property of NFD in the event of the termination of this agreement.

10. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion of services SFD owes to the public in general. These Services are being provided with the goal of a formalized consolidation in the future. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.

11. **Miscellaneous**

11.1. **Non-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.

- 11.2. **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 only 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, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.
- 11.3. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 11.4. **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 ratification by the legislative body of each party.
- 11.5. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 11.6. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, 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. All of the Exhibits are hereby made part of this Agreement.
- 11.7. **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.
- 11.8. **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.
- 11.9. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

11.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on January 15, 2020.

SFD:
Shoreline Fire Department

NFD:
Northshore Fire Department:

By: _____

By: _____

Print Name: _____
Its _____

Print Name: _____
Its _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Snure,
Attorney for SFD

NFD Attorney

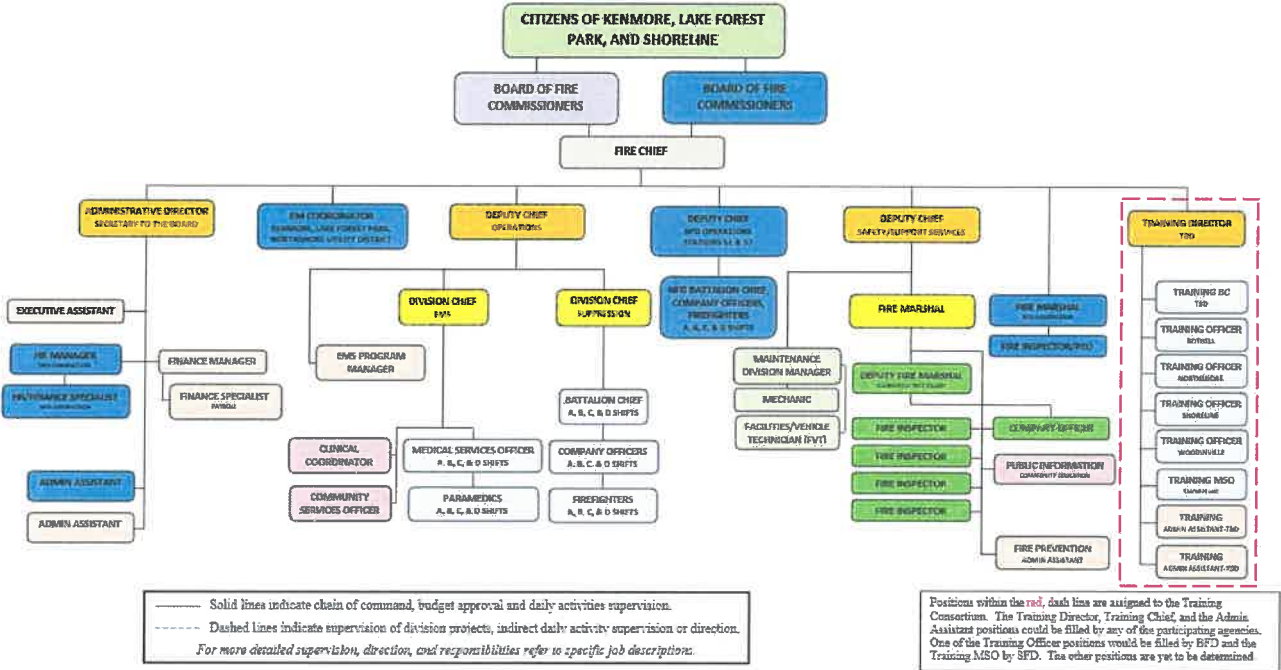
EXHIBIT A

Organization Chart

Note: Position boxes that are filled with the darker blue, such as the Board of Fire Commissioners, represent current NFD roles and how they would initially integrate into the larger, joint organization.

COMBINED NFD/SFD FIRE DEPARTMENT

ORGANIZATIONAL CHART FEBRUARY 2020
1-15-20



----- Solid lines indicate chain of command, budget approval and daily activities supervision.
 ----- Dashed lines indicate supervision of division projects, indirect daily activity supervision or direction.
 For more detailed supervision, direction, and responsibilities refer to specific job descriptions.

Positions within the red, dash line are assigned to the Training Consortium. The Training Director, Training Chief, and the Admin. Assistant positions could be filled by any of the participating agencies. One of the Training Officer positions would be filled by BFD and the Training MISO by SFD. The other positions are yet to be determined.

EXHIBIT B

2020 Administrative Services Costs Schedule

(Estimated and to be verified quarterly)

Week (2020)	Billable Hours			Weekly Cost
	Fire Chief	Deputy Chief	General Staff	
<i>Hourly Rate</i>	\$97	\$92	\$44	-
Jan 19-25	20	5		\$2,400
Jan 26-Feb 1	20	5		\$2,400
Feb 2-8	20	5		\$2,400
Feb 9-15	20	5		\$2,400
Feb 16-22	20	5		\$2,400
Feb 23-29	20	5		\$2,400
March 1-7	20	3	2	\$2,304
March 8-14	20	3	2	\$2,304
March 15-21	20	3	2	\$2,304
March 22-28	20	3	2	\$2,304
March 29-April 4	20	3	2	\$2,304
Quarterly Subtotal				\$25,920
April 5-11	10	2	2	\$1,242
April 12-18	10	2	2	\$1,242
April 19-25	10	2	2	\$1,242
April 26-May 2	10	2	2	\$1,242
May 3-9	8	2	2	\$1,048
May 10-16	8	2	2	\$1,048
May 17-23	8	2	2	\$1,048
May 24-30	8	2	2	\$1,048
May 31-June 6	6	4		\$950
June 7-13	6	4		\$950
June 14-20	6	4		\$950
June 21-27	6	4		\$950
June 28-July 4	6	4		\$950
Quarterly Subtotal				\$13,910

EXHIBIT B (cont)

Week (2020)	Billable Hours			Weekly Cost
	Fire Chief	Deputy Chief	General Staff	
July 5-11	6	2	2	\$854
July 12-18	6	2	2	\$854
July 19-25	6	2	2	\$854
July 26-Aug 1	6	2	2	\$854
Aug 2-8	6	2	2	\$854
Aug 9-15	6	2	2	\$854
Aug 16-22	6	2	2	\$854
Aug 23-29	6	2	2	\$854
Aug 30-Sep 5	6	2	2	\$854
Sep 6-12	8	2	2	\$1,048
Sep 13-19	8	2	2	\$1,048
Sep 20-26	8	2	2	\$1,048
Sep 27-Oct 3	8	2	2	\$1,048
Quarterly Subtotal				\$11,878
Oct 4-10	8	2	2	\$1,048
Oct 11-17	8	2	2	\$1,048
Oct 18-24	8	2	2	\$1,048
Oct 25-31	8	2	2	\$1,048
Nov 1-7	8	2	2	\$1,048
Nov 8-14	8	2	2	\$1,048
Nov 15-21	8	2	2	\$1,048
Nov 22-28	8	2	2	\$1,048
Nov 29-Dec 5	8	2	2	\$1,048
Dec 6-12	8	2	2	\$1,048
Dec 13-19	8	2	2	\$1,048
Dec 20-26	8	2	2	\$1,048
Dec 27- Jan 2	8	2	2	\$1,048
Quarterly Subtotal				\$13,624
Annual Total				\$65,332

EXHIBIT B (cont)

<u>Week (2021)</u>	<u>Billable Hours</u>			<u>Weekly Cost</u>
	<u>Fire Chief</u>	<u>Deputy Chief</u>	<u>General Staff</u>	
<i>Hourly Rate</i>	<i>\$100</i>	<i>\$95</i>	<i>\$45</i>	-
Jan 3-9	4		2	\$490
Jan 10-16	4		2	\$490
Jan 17-23	4		2	\$490
Jan 24-30	4		2	\$490
Jan 31-Feb 6	4		2	\$490
Feb 7-13	4		2	\$490
Feb 14-20	4		2	\$490
Feb 21-27	4		2	\$490
Feb 28-Mar 6	4		2	\$490
Mar 7-13	4		2	\$490
Mar 14-20	4		2	\$490
Mar 21-27	4		2	\$490
Mar 28-April 3	4		2	\$490
<i>Quarterly Subtotal</i>				<i>\$5,390</i>

EXHIBIT C

Administrative Services Proposal

Refer to Proposal for Consolidating Services Document

EXHIBIT D

Records Management

1.1. Record Ownership.

- (a) SFD records “SFD Records” shall include:
 - (i) All records prepared, owned, used, or retained by SFD related to the performance of its statutory and contractual duties.
 - (ii) All NFD Records actually received by SFD pursuant to SFD Plan or this Interlocal Agreement.
- (b) NFD records “NFD Records” shall include:
 - (i) All records prepared, owned, used or retained by NFD related to the performance of its statutory and contractual duties.
- (c) The parties recognize that physical custody of SFD Records or NFD Records is not determinative of whether the records are SFD Records or NFD Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, SFD will be the primary record custodian of all SFD Records. NFD will be the primary custodian of all NFD Records.

1.3. Requests for Records. The parties recognize that some NFD Records will be in the custody of SFD and some SFD Records will be in the custody of NFD. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by NFD or SFD. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party’s Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- (c) The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party receives

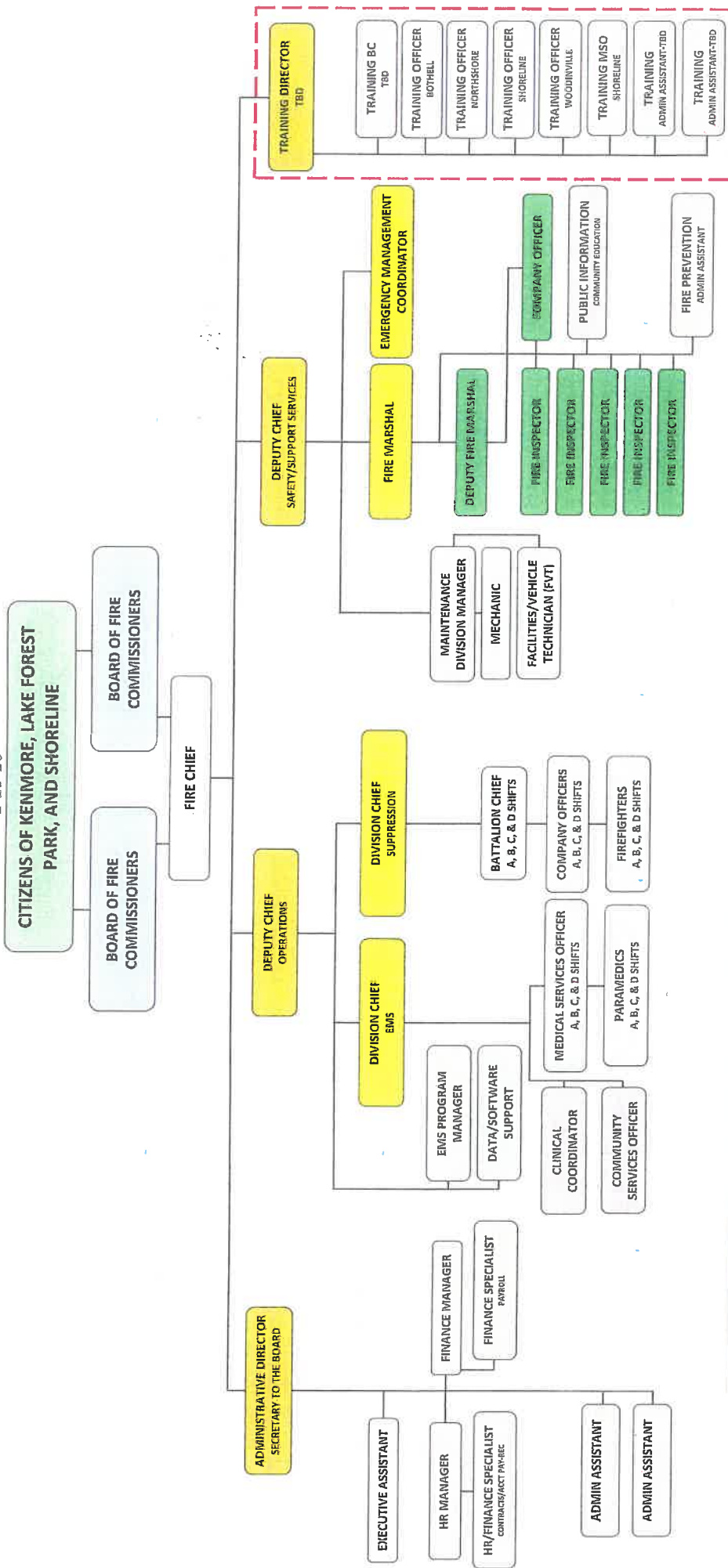
payment for the copies the Receiving Party shall forward such payment to the other party.

- (d) The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- (e) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

COMBINED NFD/SFL FIRE DEPARTMENT

ORGANIZATIONAL CHART JANUARY 2021

1-15-20



— Solid lines indicate chain of command, budget approval and daily activities supervision.
 - - - Dashed lines indicate supervision of division projects, indirect daily activity supervision or direction.
 For more detailed supervision, direction, and responsibilities refer to specific job descriptions.

Positions within the red, dash line are assigned to the Training Consortium. The Training Director, Training Chief, and the Admin Assistant positions could be filled by any of the participating agencies. One of the Training Officer positions would be filled by BFD and the Training MSO by SFD. The other positions are yet to be determined.

Consolidated Organization Cost Comparison

Version 7.0 (Optimistic)

Expenses	Shoreline		Northshore		Before Total		Consolidated		Notes
							Department	Savings	
Salary and Benefits Admin	\$4,149,453	\$1,439,882	\$5,589,334	\$4,891,642	\$697,692	3.25 less positions.			
Salary and Benefits Ops	\$10,378,937	\$6,149,866	\$16,528,802	\$15,991,379	\$537,424	4 less BC's, incr to SFD contract			
Salary and Benefits Other	\$2,786,678	\$1,118,390	\$3,905,067	\$3,905,067	\$0	Non-ops OT, other benefits			
Other Expenses	\$1,603,376	\$2,169,938	\$3,773,314	\$3,395,983	\$377,331	Savings in other expenses			
Transfers to Other Funds	\$2,000,000	\$657,011	\$2,657,011	\$2,500,000	\$157,011	Estimated at \$2.5 million needed			
Total Expenses	\$20,918,443	\$10,878,075	\$31,796,518	\$30,684,071	\$1,112,447				
Revenues									
Revenues from Levy/FBC	\$16,781,653	\$9,963,275	\$26,744,928	\$24,907,139		Rev and OT savings help budget			
Other Revenues	\$4,228,211	\$629,421	\$4,857,632	\$4,857,632		Rev from contracts, fees, BLS, etc.			
BLS Transport & GEMT Rev	included above	\$475,000	\$0	\$475,000		Rev from BLS transport/GEMT			
Total Revenues	\$21,009,864	\$11,067,696	\$32,077,560	\$30,239,771					
Other Savings									
Operational Overtime	\$1,166,000	\$315,000	\$1,481,000	\$1,036,700	\$444,300	Savings in OT			
		Anticipated OT Savings Rate		30%					
Net Computation									
		Total Expenses		\$30,684,071					
		Other Revenues		\$4,857,632					
		BLS Transport/GEMT Revenue		\$475,000					
		Overtime Savings		\$444,300					
		Revenue Needed from Fire Levy and FBC		\$24,907,139					
		Net Total		\$0					
Estimated AV	\$11,637,762,328	\$8,739,714,606	\$20,377,476,934	\$20,377,476,934					

Shoreline		Northshore
Est. Total Rate	\$1.442	\$1.140
Adj from Current Rate	(\$0.220)	\$0.082
Impact to Taxpayers	(\$2,556,960)	\$719,171
Impact %	-15.2%	7.2%

Consolidated **\$1.222**

Consolidated Organization Cost Comparison

Version 7.1 (Conservative)

Expenses	Consolidated				Notes
	Shoreline	Northshore	Before Total	Department Savings	
Salary and Benefits Admin	\$4,149,453	\$1,439,882	\$5,589,334	\$4,891,642	\$697,692 3.25 less positions.
Salary and Benefits Ops	\$10,378,937	\$6,149,866	\$16,528,802	\$15,991,379	\$537,424 4 less BC's, incr to SFD contract
Salary and Benefits Other	\$2,786,678	\$1,118,390	\$3,905,067	\$3,905,067	\$0 Non-ops OT, other benefits
Other Expenses	\$1,603,376	\$2,169,938	\$3,773,314	\$3,660,115	\$113,199 Savings in other expenses
Transfers to Other Funds	\$2,000,000	\$657,011	\$2,657,011	\$2,500,000	\$157,011 Estimated at \$2.5 million needed
		Anticipated Expense Savings Rate		3%	
Total Expenses	\$20,918,443	\$10,878,075	\$31,796,518	\$30,948,203	\$848,315
Revenues					
Revenues from Levy/FBC	\$16,781,653	\$9,963,275	\$26,744,928	\$25,393,421	Rev and OT savings help budget
Other Revenues	\$4,228,211	\$629,421	\$4,857,632	\$4,857,632	Rev from contracts, fees, BLS, etc.
BLS Transport & GEMT Rev	included above	\$475,000	\$0	\$475,000	Rev from BLS transport/GEMT
Total Revenues	\$21,009,864	\$11,067,696	\$32,077,560	\$30,726,053	
Other Savings					
Operational Overtime	\$1,166,000	\$315,000	\$1,481,000	\$1,258,850	\$222,150 Savings in OT
		Anticipated OT Savings Rate		15%	
Net Computation					
		Total Expenses		\$30,948,203	
		Other Revenues		\$4,857,632	
		BLS Transport/GEMT Revenue		\$475,000	
		Overtime Savings		\$222,150	
		Revenue Needed from Fire Levy and FBC		\$25,393,421	
		Net Total		\$0	
Estimated AV	\$11,637,762,328	\$8,739,714,606	\$20,377,476,934	\$20,377,476,934	

	Shoreline	Northshore	Consolidated
Est. Total Rate	\$1.442	\$1.140	\$1.246
Adj from Current Rate	(\$0.196)	\$0.106	
Impact to Taxpayers	(\$2,279,240)	\$927,733	
Impact %	-13.6%	9.3%	

Consolidated Organization Cost Comparison

Version 7.2 (Worst Case Scenario)

Expenses	Consolidated			Notes		
	Shoreline	Northshore	Before Total		Department	Savings
Salary and Benefits Admin	\$4,149,453	\$1,439,882	\$5,589,334	\$4,891,642	\$697,692	3.25 less positions.
Salary and Benefits Ops	\$10,378,937	\$6,149,866	\$16,528,802	\$15,991,379	\$537,424	4 less BC's, incr to SFD contract
Salary and Benefits Other	\$2,786,678	\$1,118,390	\$3,905,067	\$3,905,067	\$0	Non-ops OT, other benefits
Other Expenses	\$1,603,376	\$2,169,938	\$3,773,314	\$3,773,314	\$0	Savings in other expenses
Transfers to Other Funds	\$2,000,000	\$657,011	\$2,657,011	\$3,000,000	-\$342,989	Estimated at \$2.5 million needed
Total Expenses	\$20,918,443	\$10,878,075	\$31,796,518	\$31,561,402	\$235,116	
		Anticipated Expense Savings Rate		0%		
Revenues						
Revenues from Levy/FBC	\$16,781,653	\$9,963,275	\$26,744,928	\$26,228,770		Rev and OT savings help budget
Other Revenues	\$4,228,211	\$629,421	\$4,857,632	\$4,857,632		Rev from contracts, fees, BLS, etc.
BLS Transport & GEMT Rev	included above	\$475,000	\$0	\$475,000		Rev from BLS transport/GEMT
Total Revenues	\$21,009,864	\$11,067,696	\$32,077,560	\$31,561,402		
Other Savings						
Operational Overtime	\$1,166,000	\$315,000	\$1,481,000	\$1,481,000	\$0	Savings in OT
		Anticipated OT Savings Rate		0%		
Net Computation						
		Total Expenses		\$31,561,402		
		Other Revenues		\$4,857,632		
		BLS Transport/GEMT Revenue		\$475,000		
		Overtime Savings		\$0		
		Revenue Needed from Fire Levy and FBC		\$26,228,770		
		Net Total		\$0		
Estimated AV	\$11,637,762,328	\$8,739,714,606	\$20,377,476,934	\$20,377,476,934		
		Shoreline		Northshore		
Est. Total Rate	\$1.442	\$1.140		\$1.140		
Adj from Current Rate	(\$0.155)	\$0.147		\$0.147		
Impact to Taxpayers	(\$1,802,164)	\$1,286,006		\$1,286,006		
Impact %	-10.7%	12.9%		12.9%		
		Consolidated		\$1.287		

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

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

I. RECITALS

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

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

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

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

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

II. TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: _____
Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Jeffrey Ganson, WF&R Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

I. RECITALS

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

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

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

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

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

II. TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

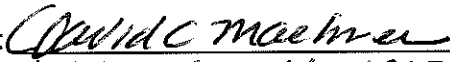
21. **Severability.** If any section, subsection, sentence, clause or phrase of this Agreement is for any reason found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions so long as the ultimate purposes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

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

WOODINVILLE FIRE & RESCUE

KING COUNTY FIRE PROTECTION DISTRICT NO. 16

By: 
Roger Collins, Chair
Board of Fire Commissioners

By: 
Its: DAVID C. MACINNES
CHAIR, NORTSHORE FIRE DEPT BOARD

Date: 2/13/2020

Date: 02/05/2020

APPROVED AS TO FORM:

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

Date: 2/10/2020

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

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

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