



KING COUNTY FIRE PROTECTION DISTRICT NO.16

7220 NE 181st Street
KENMORE, WA 98028

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

MINUTES

September 1, 2020

SPECIAL JOINT MEETING OF THE NORTHSHORE FIRE AND WOODINVILLE FIRE & RESCUE BOARDS OF COMMISSIONERS

&

REGULAR MEETING BOARD OF THE NORTHSHORE FIRE BOARD OF COMMISSIONERS

Virtual Meeting via Zoom

I. OPEN SPECIAL JOINT MEETING OF NORTHSHORE FIRE & WOODINVILLE FIRE & RESCUE

1.1 Roll Call

Commissioner Roger Collins called the meeting to order at 5:01 PM

Persons in attendance were Commissioners Rick Verlinda, Josh Pratt, Don Ellis, Rick Webster, and Dave Maehren. Also present was Fire Chief Greg Ahearn, Deputy Chief Doug McDonald, Legal Counsel Matt Paxton, Board Secretary Dawn Killion, and 6 members of the public.

Additional persons in attendance for Woodinville Fire & Rescue were Commissioners Roger Collins, Mike Millman, Tim Osgood, and Doug Halbert. Also present was Fire Chief Greg Ahearn, and CAO Montegary, and Executive Assistant Frisch and Deputy Chief Davis. Absent was Commissioner Derek van Veen.

- Executive Assistant Frisch asked for a motion to approve Commissioner van Veen's absence.

Commissioner Osgood moved to approve the absence of Commissioner van Veen.

Commissioner Millman seconded the motion. Motion Passes 4-0

1.2 Approval of the Agenda

- Commissioner Collins asked for a discussion on the merger to be added for which agency will merge into the other

Commissioner Maehren moved to add the discussion to which way to merge to the agenda.

Commissioner Millman Seconded the motion. Motion Passes 9-0.

Commissioner Osgood moved to approve the Agenda as amended. Commissioner Webster seconded the motion. Motion Passed 9-0

1.3 Public Comment

- No Public Comment

II. DISCUSSION AND POSSIBLE ACTION ITEMS

2.1 ILAs Northshore to Woodinville – Deputy Chief and HR Manager

- Chief Ahearn discussed the ILAs for the Deputy Chief and HR Manager
- Commissioner Millman made positive comments for the sharing of the services between the agencies

Commissioner Collins moved to adopt the proposed motion of the Board of Fire Commissioners to authorize the board chair to sign the Inter Local Agreements for Response Operations Oversight Services, Administrative Oversight Services, Information Systems Services, Human Resource Management Services and Payroll/Accounts Payable Services as presented.. Commissioner Millman seconded. The motion passed 3 Yes (Commissioners Millman, Halbert and Collins), Commissioner Osgood abstained.

2.2 ILAs Woodinville to Northshore – Chief Administrative Officer and Information Systems Manager

- Chief Ahearn mentioned that he included the Information Systems Manager ILA as it had not been approved previously
- Chief Ahearn answered questions regarding the ILAs

2.3 ILAs Shared – Accounting/Payroll

Commissioner Maehren moved to adopt the proposed motion of the Board of Fire Commissioners to authorize the board chair to sign the Inter Local Agreements for Response Operations Oversight Services, Administrative Oversight Services, Information Systems Services, Human Resource Management Services and Payroll/Accounts Payable Services as presented. Commissioner Webster seconded. The motion passed 4 Yes (Commissioners Pratt, Webster, Ellis and Maehren), Commissioner Verlinda Abstained

2.4 Communications Consulting Agreement – Liz Loomis Public Affairs

- Chief Ahearn discussed the consulting agreement and cost maximums
- Commissioner Osgood asked if Liz Loomis was going to work with both existing PIOs at both Woodinville Fire & Rescue and Northshore Fire Department
- Commissioner Verlinda asked questions where the attachments for the Agreements
- Exec Asst Frisch screenshared the proposal. Commissioner Collins read through the scope of work ideas and they were discussed among the Commissioners
- Questions were brought up regarding the scope in the current COVID world and the cost proposed seems large and Commissioner Maehren suggested the contract be worded as not to exceed the \$70,000 price point

- CSO Catherine B spoke regarding the scope of work and how excessive it would be and that Ms. Loomis's services would be worth the price. Commissioner Millman also spoke in favor of the service.

2.5 MOU for Cost Share – Liz Loomis Public Affairs

Commissioner Collins moved to have the Woodinville Board of Commissioners authorize the board chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally Commissioner Maehren moved to have the Board of Commissioners authorize the board chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the Communication Consulting Agreement. Commissioner Millman seconded. The motion passed 4 -0

Commissioner Maehren moved to have the Northshore Board of Commissioners authorize the board chair to sign the Communications Consulting Agreement from Liz Loomis Public Affairs as presented. Additionally Commissioner Maehren moved to have the Board of Commissioners authorize the board chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding the Communication Consulting Agreement. Commissioner Webster seconded. The motion passed 5 - 0

2.6 MOU for Cost Share – Chmelik Sitkin and Davis

- Chief Ahearn went over the MOU for Cost Share for Chmelik Sitkin and Davis

Commissioner Collins moved to have the Woodinville Board of Commissioners authorize the board chair to sign the Memorandum of Understanding between Woodinville Fire & Rescue and King County Fire Protection District No. 16 regarding Legal Consulting Services. Commissioner Halbert seconded. The motion passed 3 Yes (Commissioners Millman, Halbert and Collins), Commissioner Osgood Abstained. The Northshore Board voted to pass the motion, 5-0

2.7 Petition for Merger Discussion and Possible Action

- Matt Paxton talked about the Petition and the various steps in the merger process

Commissioner Collins recessed for 30 minutes for the Woodinville Fire & Rescue commissioners to conduct their regular business 6:30PM

The joint meeting has reconvened at 6:30PM

- Commissioner Osgood asked some clarifying questions of Legal Counsel Paxton regarding the merger steps
- Commissioner Collins asked to discuss the merger options – Northshore Fire Department into Woodinville Fire & Rescue versus Woodinville Fire & Rescue into Northshore Fire Department
- Commissioner Ellis asked about the name for the combined agency

- Commissioner Osgood brought up the need for Woodinville Fire & Rescue to have a Lid Lift for Woodinville and suggested that it be on the same ballot
- Commissioner Maehren asked to hold decision regarding which agency merges into the other until next meeting

Commissioner Millman moved to approve merging Northshore Fire into Woodinville Fire & Rescue. Commissioner Halbert seconded. The motion withdrawn in favor of a decision at the next meeting.

- Commissioner Maehren suggested a special Northshore Board meeting to discuss this topic further before having to make a decision at the next regular meeting.

Commissioner Webster moved to have a Special Meeting on Sept 14th at 5pm. Commissioner Maehren seconded. Motion passed 4-0

III. ADJOURNMENT

The meeting adjourned at 7:10PM

IV. OPENING OF REGULAR MEETING

4.1 Roll Call

Chair Dave Maehren called the meeting to order at 6:00 PM.

Persons in attendance were Commissioners Rick Verlinda, Josh Pratt, Don Ellis, Rick Webster, and Dave Maehren. Also present was Fire Chief Greg Ahearn, Deputy Chief Doug McDonald, Legal Counsel Matt Paxton, Interim Board Secretary Dawn Killion, and 4 members of the public.

V. PUBLIC COMMENT

5.1 No public comment.

VI. APPROVAL OF THE AGENDA

6.1 No additions to the agenda.

Commissioner Pratt moved to approve the agenda as presented. Commissioner Webster seconded. The motion passed 5-0

VII. BOARD DISCUSSION AND POSSIBLE ACTION ITEMS

7.1 District Operations

- A. Discussion Regarding Petition for Merger
- B. Resolution for Continuing Virtual Meetings
 - Matt Paxton discussed the proclamation that was extended for meetings to be held virtually until at least Oct 2020
- C. Schedule Anti-Harassment Training Special Meeting
 - Chief Ahearn discussed when would happen.
 - Special meeting for the Anti-Harassment Training set to occur on 9/15/20 at 4:00pm

Commissioner Webster moved to approve the Special Meeting for the Anti-Harassment Training on September 15th at 4:00PM. Commissioner Pratt seconded. The motion passed 5-0

D. Patient Transportation Discussion

- Commissioner Maehren brought up the patient transportation discussion
- Commissioner Pratt in favor of maintaining the status quo until the merger is handled
- Commissioners Verlinda, Webster and Maehren also in favor of status quo

E. Budget Direction Regarding Building Maintenance Reserve Fund Allocation

- Commissioner Maehren asked if a discussion needed to happen tonight regarding the funding allocation since meeting materials were late
- Discussion moved to the September 15th meeting

VIII. BOARD RESOLUTIONS

8.1 Continuation of Virtual Meetings

- No motion necessary, current resolution previously approved still in effect

IX. CONSENT AGENDA

9.1 Vouchers

- The General Fund Vouchers totaled \$288,300.43 and Reserve Fund Vouchers totaled \$3,213.68

Commissioner Webster moved to approve the consent calendar as presented. Commissioner Ellis seconded. The motion passed 5-0

9.2 Review of Commissioner Compensation Claims

- Commissioner Maehren asked if there were questions or comments regarding the compensation claims as presented

9.3 Approval of Commissioner Compensation Claims

Commissioner Webster moved to approve the compensation claim as presented. Commissioner Ellis seconded. The motion passed 5 -0.

X. REPORTS

10.1 Fire Chief Report

In addition to the written report provided in the meeting materials, Chief Ahearn reported:

- Chief Ahearn said he and Deputy Chief McDonald discussed the moving of Chief Knight back to shift sometime in September

There were no further additions or questions regarding the written Fire Chief's report.

10.2 Commissioner Reports

- No commissioner Reports at this time

10.3 Legal Counsel Reports

- Legal Counsel Paxton mentioned scheduling a retreat for the commissioners and that he sent recommendations to Chief Ahearn

XI. UPCOMING BOARD AGENDAS

11.1 Setting of Future Meeting Agenda(s)

- Scheduling a Board Retreat
- Discussion regard Board Secretary Position

XII. ADJOURNMENT

The Regular meeting adjourned at 6:23PM

NEXT MEETING DATE

The next regularly scheduled Commissioners meeting is for September 15, 2020 at 5:00 PM

Attachments: Agenda and Fire Chief's Report

BOARD OF COMMISSIONERS

RICK VERLINDA, Member

JOSH PRATT, Member

DON ELLIS, Member

RICK WEBSTER, Member

DAVID MAEHREN, Member

ATTEST

DAWN KILLION, Secretary

King County Fire Protection District No. 16

Adopted at a Regular Meeting of the Board of Commissioners on October 20, 2020

From: [Rick Verlinda](#)
To: [Dawn Killion](#)
Subject: RE: Electronic Signatures - Documents Approved 10/20/2020
Date: Wednesday, October 21, 2020 9:37:35 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

The following documents are Approved and Electronically Signed this 21st day of October, 2020, by Commissioner Richard Verlinda.

- **AP_NOSHRFIR_APSUPINV_20201020090023 RES Fund**
- **AP_NOSHRFIR_APSUPINV_20201020090355 GEN Fund**
- **2020-08-27 Special Meeting Minutes**
- **2020-09-01 Regular Meeting Minutes**
- **2020-09-14 Special Meeting Minutes**
- **2020-09-15 Regular Meeting Minutes**
- **2020-09-15 Special Meeting Minutes**
- **2020-10-06 Regular Meeting Minutes**

Commissioner Verlinda

From: Dawn Killion <dkillion@northshorefire.com>
Sent: Wednesday, October 21, 2020 7:48 AM
To: Commissioners <e-mailcommissioners@northshorefire.com>
Subject: Electronic Signatures - Documents Approved 10/20/2020

Good morning Commissioners,

Attached please find the vouchers and meeting minutes approved at last night's regular meeting.

At your earliest availability **today**, please respond with your electronic signature using the following verbiage:

The following documents are Approved and Electronically Signed this _____ day of _____, 2020, by Commissioner _____.

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- **2020-10-06 Regular Meeting Minutes**

Thank you,

Dawn Killion

Finance Specialist / Interim Board Secretary

Public Records Officer

Northshore Fire Department

7220 NE 181st ST, Kenmore, WA 98028

DIRECT: 425.354.1778

FAX: 425.354.1781

MAIN: 425.354.1780

www.northshorefire.com

dkillion@northshorefire.com



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From: [Richard Webster](#)
To: [Dawn Killion](#)
Subject: RE: Electronic Signatures - Documents Approved 10/20/2020
Date: Wednesday, October 21, 2020 8:45:02 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

The following documents are Approved and Electronically Signed this 21st day of October, 2020, by Commissioner Rick Webster.

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Dawn Killion

Finance Specialist / Interim Board Secretary

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From: [Dave Maehren](#)
To: [Dawn Killion](#)
Subject: RE: Electronic Signatures - Documents Approved 10/20/2020
Date: Wednesday, October 21, 2020 10:55:23 AM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

The following documents are Approved and Electronically Signed this 21st day of October, 2020, by Commissioner David C. Maehren

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- **AP_NOSHRFIR_APSUPINV_20201020090355 GEN Fund**
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David Maehren
Fire Commissioer – Board Chair
Northshore Fire Department
Business Office 425.354.1780
Cell 206 604-3683



Proudly Serving the Citizens of Kenmore and Lake Forest Park

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Northshore Fire Department Board of Commissioners

Headquarters Station 7220 NE 181st Street, Kenmore, WA

Agenda for Joint Board of Commissioners Meeting of Woodinville Fire and Rescue and the Northshore Fire Department followed by the Regular Meeting of the Northshore Fire Department Board of Commissioners

Tuesday, September 1, 2020

5:00PM

Meeting held virtually, via Zoom

Public Comment must be submitted electronically prior to the meeting.

To submit public comment, please see instructions in Resolution 20-04 (attached).

To attend this meeting live, click the link below and enter the ID & Password provided.

A recording of this meeting will also be posted in AV Capture.

Join Zoom Meeting Online at:

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

Call in to Zoom Meeting at:

253-215-8782

Meeting ID: 872 2714 9445

Password: 260173

I. Open Joint Meeting of Northshore Fire and Woodinville Fire & Rescue

- 1.1 Roll Call
- 1.2 Approval of the Agenda
- 1.3 Public Comment

II. Discussion and Possible Action Items

- 2.1 ILAs Northshore to Woodinville – Deputy Chief and HR Manager
- 2.2 ILAs Woodinville to Northshore – Chief Administrative Officer and Information Systems Manager
- 2.3 ILAs Shared – Accounting/Payroll
- 2.4 Communications Consulting Agreement – Liz Loomis Public Affairs
- 2.5 MOU for Cost Share – Liz Loomis Public Affairs
- 2.6 MOU for Cost Share – Chmelik Sitkin and Davis



2.7 Petition for Merger Discussion and Possible Action

III. Adjournment

- 3.1 Adjournment of Joint Meeting of the Northshore Fire Board of Commissioners and Woodinville Fire & Rescue Board of Commissioners

IV. Open Meeting of the Northshore Board of Commissioners

- 4.1 Roll Call

V. Public Comment

- 5.1 Public Comment

VI. Approval of Agenda

- 6.1 Approval of the Meeting Agenda

VII. Board Discussion and Possible Action Items

- 7.1 District Operations
- A. Resolution for Continuing Virtual Meetings
 - B. Schedule Anti-harassment Training Special Meeting
 - C. Patient Transportation Discussion
 - D. Budget Direction Regarding Building Maintenance Reserve Fund Allocation

VIII. Board Resolutions

- 8.1 Continuation of Virtual Meetings

IX. Consent Agenda

- 9.1 Vouchers
- 9.2 Review of Commissioner Compensation Claims
- 9.3 Approval of Commissioner Compensation Claims

X. Reports

- 10.1 Fire Chief Report
- 10.2 Commissioner Reports
- 10.3 Legal Counsel Report

XI. Upcoming Board Agendas

- 11.1 Setting of Future Meeting Agenda(s)



XII. Adjournment

Next Regular Meeting: September 15, 2020 at 5:00 PM

Public Comment Procedures for Virtual Meetings:

If you wish to provide public comment virtually, you may do so by submitting a written statement to dkillion@northshorefire.com. Any comments received up to one hour before the posted meeting time, will be read during the public comment period.

To ensure your comments are received and read at the proper meeting, your email must include:

- Date & Time of the meeting your comments are intended for
- Your name
- Whether or not you live in the city limits of Lake Forest Park or Kenmore
- Agenda Item and/or subject your comments refer to

Emails without this information may not be read at the meeting. Three minutes are allowed for comment. And, in accordance with normal procedure, messages of an overly repetitive or inappropriate (vulgarity) nature may be declined to be read at the discretion of the meeting Chair.

Please check the District's [AV Capture](#) for the most up-to-date information about individual meetings. Questions? Email Interim Board Secretary Dawn Killion at dkillion@northshorefire.com

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

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

I. RECITALS

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

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

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

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

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

WHEREAS, the Parties desire for Northshore's DC to provide response operations oversight services to WF&R on the terms and conditions herein; and

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

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

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which Northshore shall provide the services, as defined herein, to WF&R.
2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Term.** This Agreement shall become effective on September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 days' advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days' advance written notice to the breaching party and opportunity to cure, or (3) at the option of WF&R upon withdrawal of consent by the DC to being a shared employee as provided below. Upon termination, Northshore shall be relieved from any further obligation to provide services hereunder, and WF&R shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

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

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

5.1 The Fee is based on an estimated 20 hours per week for providing the Services using the Northshore DC's total cost of compensation. Northshore shall provide not less than ten (10) calendar days' notice of any increase in the DC's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

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

5.3 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the Northshore DC in providing the services to WF&R to determine if the hours and associated

Fee should be adjusted. Any adjustments shall be mutually agreed upon in a written addendum to this Agreement.

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

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

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

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

7.2 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the administrative services contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral,

with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

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

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

- A. Serving as the liaison between the WF&R Fire Chief and WF&R response operations personnel;
- B. Planning, organizing, and directing the response operations, training, and community risk reduction ("CRR") details of the District;
- C. Guiding and directing the response operations, training, and CRR personnel of the District;
- D. Working on special projects, to include working on incremental progress toward regionalization efforts;
- E. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative, and teamwork; and
- F. Attending, upon request, the meetings of WF&R's Board of Fire Commissioners and necessary standing committee meetings. Additional WF&R-specific meetings may be scheduled, as necessary.

EXHIBIT B

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

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

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

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

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

Dated this ____ day of _____, 2020.

Signature

Doug McDonald

Print Name

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

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

I. RECITALS

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

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

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

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

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

WHEREAS, the Parties desire for Northshore's HRM to provide human resources management services to WF&R on the terms and conditions herein; and

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

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

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which Northshore shall provide the services, as defined herein, to WF&R.
2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Term.** This Agreement shall become effective on September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 days' advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days' advance written notice to the breaching party and opportunity to cure, or (3) at the option of WF&R upon withdrawal of consent by the HRM to being a shared employee as provided below. Upon termination, Northshore shall be relieved from any further obligation to provide services hereunder, and WF&R shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

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

5. **Compensation for Services.** WF&R shall pay Northshore \$7,219.89 per month (pro-rated for any partial months) (the "Fee"), which the Parties agree is full and true value for the Services.

5.1 The Fee is based on an estimated 20 hours per week for providing the Services using the Northshore HRM's total cost of compensation. Northshore shall provide not less than ten (10) calendar days' notice of any increase in the HRM's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

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

5.3 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the Northshore HRM in providing the Services to WF&R to determine if the hours and

associated Fee should be adjusted. Any adjustments shall be mutually agreed upon in a written addendum to this Agreement.

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

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

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

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

7.2 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the administrative services contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral,

with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

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

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

- A. Serving as the liaison between the WF&R CAO and WF&R personnel;
- B. Organizing and implementing human resource-related tasks of WF&R as directed by the WF&R Fire Chief and CAO;
- C. Guiding and directing personnel of WF&R as requested by the WF&R Fire Chief and CAO;
- D. Working on special projects, to include working on incremental progress toward regionalization efforts;
- E. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative, and teamwork; and
- F. Attending, upon request, the meetings of WF&R's Board of Fire Commissioners and necessary standing committee meetings. Additional WF&R-specific meetings may be scheduled, as necessary.

EXHIBIT B

**CONSENT TO LOANED EMPLOYEE AGREEMENT
(Human Resources Manager)**

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

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

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

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

Dated this ____ day of _____, 2020.

Signature

Shannon Moore
Print Name

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

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

I. RECITALS

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

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

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

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

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

WHEREAS, the Parties desire for WF&R’s CAO to provide administrative oversight services to Northshore on the terms and conditions herein; and

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

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

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which WF&R shall provide the services, as defined herein, to Northshore.
2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Term.** This Agreement shall become effective on September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 days' advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days' advance written notice to the breaching party and opportunity to cure, or (3) at the option of Northshore upon withdrawal of consent by the CAO to being a shared employee as provided below. Upon termination, WF&R shall be relieved from any further obligation to provide services hereunder, and Northshore shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

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

5. **Compensation for Services.** Northshore shall pay WF&R \$8,563.94 per month (pro-rated for any partial months) (the "Fee"), which the Parties agree is full and true value for the Services.

5.1 The Fee is based on an estimated 20 hours per week for providing the Services using the WF&R CAO's total cost of compensation. WF&R shall provide not less than ten (10) calendar days' notice of any increase in the CAO's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

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

5.3 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the actual amount of time being spent by the WF&R CAO in providing the Services to Northshore to determine if the hours and

associated Fee should be adjusted. Any adjustments shall be mutually agreed upon in a written addendum to this Agreement.

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

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

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

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

7.2 Each Party shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Each Party shall be named as an additional insured on the other Party's employment practices insurance provided that such insurance shall apply to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the administrative services contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral,

with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

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

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

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

1. Northshore's current Deputy Fire Chief will provide oversight over response operations and provide Northshore-specific knowledge and support;
2. Northshore's Human Resources Manager will provide HR-related support and Northshore-specific knowledge and support;
3. Northshore's administrative support staff will provide the necessary support to conduct Northshore business.

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

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

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

- A. Serving as the liaison between the WF&R Fire Chief and Northshore's employees;
- B. Planning, organizing, and directing the administrative details of the District;
- C. Guiding and directing a staff of professional, technical, and administrative support personnel;
- D. Working on special projects, to include working on incremental progress toward regionalization efforts;
- E. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative, and teamwork; and

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

EXHIBIT B

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

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

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

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

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

Dated this ____ day of _____, 2020.

Signature

Joan S. Montegary
Print Name

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

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

I. RECITALS

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

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

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

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

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

WHEREAS, the Parties desire for WF&R's Accounting/Payroll Specialist and Northshore's Finance Specialist to cross-train on each other's positions as set forth herein; and

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

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

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which WF&R's and Northshore's two Finance personnel will work together to determine the most efficient payroll and accounts payable model for a merged entity.

2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

3. **Term.** This Agreement shall become effective on September 16, 2020 (the "Effective Date") and shall remain in effect until the Parties are officially merged as one agency or terminated pursuant to paragraph 3.1 below.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 90 days' advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days' advance written notice to the breaching party and opportunity to cure, or (3) at the option of either Party upon withdrawal of consent by WF&R's Accounting/Payroll Specialist or Northshore's Finance Specialist to being a shared employee as provided below. Upon termination, WF&R shall be relieved from any further obligation to provide services hereunder, and Northshore shall be liable only for payment attributable to the services rendered prior to the effective date of termination.

4. **Services.** WF&R and Northshore shall, upon request, provide the services generally outlined in **Exhibit A** (the "Services"). It is recognized that WF&R's Accounting/Payroll Specialist will periodically work with Northshore's Finance Specialist at Northshore administrative offices and vice versa, as appropriate, to carry out the intent of this Agreement.

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

5.1 At quarterly intervals (*i.e.*, on or before January 15, April 15, July 15, and October 15, of each year), the Parties will re-evaluate the time spent by each agency's employee and the progress being made. Any adjustments shall be mutually agreed upon in a written addendum to this Agreement.

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

of (a) the other Party, and its agents or employees, and (b) that Party, and its agents or employees, shall apply only to the extent of negligence of that Party, and its agents or employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Northshore:

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

WF&R:

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

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

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

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

18. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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

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

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

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

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

Dated this ____ day of _____, 2020.

Signature

Charlene Inman
Print Name

EXHIBIT C

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

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

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

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

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

Dated this ____ day of _____, 2020.

Signature

Dawn Killion

Print Name

COMMUNICATIONS CONSULTING AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ELIZABETH ANNE-STEAD LOOMIS
President, EASL Inc.



Roger Collins, Chair
Woodinville Fire & Rescue

Electronically Signed

David Maehren, Chair
Northshore Fire Department

LIZ LOOMIS PUBLIC AFFAIRS

Date: February 26, 2020
Memo To: Chief Greg Ahearn, Woodinville Fire & Rescue
From: Liz Loomis
Re: Strategic Communications Proposal

Thank you for asking us to submit a proposal to Woodinville Fire & Rescue to assist in educating the public about a possible merger with Northshore Fire Department. This document discusses our strategy and a proposal for services.

It is worth mentioning that we've had significant success with such projects. In February of this year, we helped Clark County Fire District 3 annex the City of Battle Ground, Wash. simultaneously managing both ballot measures. We also worked on the successful mergers of Monroe Fire District 3 to Snohomish County Fire District 7, followed by Lake Stevens Fire two years later. In Oregon, we facilitated a double ballot measure of two fire districts in Lane County. All of these projects passed with 70-80 percent of the vote.

Strategy & Timing

This is a challenging project considering the fire levy difference between the two agencies, current tax sensitivity of voters, the complexity of a merger and possible feelings associated with loss of local identity. As a result, we believe it is necessary to ease people into these conversations, and provide plenty of time for questions. This will allow community members to grow comfortable with the idea so it becomes simply an extension of the current relationship when they vote.

As a result, we would suggest being on ballot during the August 2021 Primary Election. It is our understanding that Northshore voters are the ones to approve the merger. As such, we would focus a majority of our communication activities and resources to that audience. Woodinville Fire & Rescue residents would be kept updated as the merger project progresses through a variety of communication channels available to us.

In our call, we briefly touched on Woodinville Fire & Rescue's interest in pursuing a fire levy lid lift. In reviewing the levy rates, our recommendation would be to wait on this project until after the merger vote happens.

General Consulting

There are several tasks we will complete that fall under this area in our proposal. For example, we anticipate a **monthly call** (or calls as needed) with a select project team. This group should include senior management, communications and administrative staff, representatives from labor and volunteers (if applicable), and an elected Board member from both agencies. It also may be beneficial to have a community leader from both areas participate.

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We also provide our clients with **public relations assistance** during the length of our contract. This could be related to the ballot measure, but also can include issues independent of the proposal that could impact the election results.

We will develop three to five **key messages** that resonate with taxpayers and highlight the reasons for the merger. These messages become the basis for all communication efforts with the public and news media. Once approved, the information is shared with all staff and personnel so message is consistent throughout the organization.

Key messages are added to a **strategic communications plan** that provides the fire districts with a calendar of what we will be saying and when it will occur. Components of the plan are outlined below in the section on Strategies and Tactics for Message Delivery.

Strategy and Tactics for Message Delivery

There are five components to an effective strategic communications plan. It's important to have projects in all categories to reach as wide an audience as possible. The plan we develop will include:

Paid Communications – Paid communication pieces are important because we control timing, message and delivery of the information. These projects include anything that the agencies pay to produce, such as direct mail pieces or advertising.

We are allowed by law to send one **direct mail piece** about the merger to all households. We would complete the piece well ahead of when it would be mailed so copies can be available for public meetings, in apparatus and fire stations. This piece would be dropped to coincide with when ballots are mailed.

We still need to inventory the communication assets of both agencies. However, we would expect to do **newsletters** or submit **newsletter articles** that contain information about the merger. Ideally there would be four editions leading up to the election. The last edition would be dropped a week after ballots are mailed.

If mailing to all households is a cost concern, another option is to print and blow it into the local papers for a cost. Another option is to take out a quarter page in the publications serving the area to provide the community with quarterly updates. As a final option, we could do an electronic newsletter and generate support for that publication. We have options, but this last one is not preferred.

Earned Media Strategy – Earned media is the most cost-effective way to deliver key messages to an audience. Partnering with the local news media is a valuable way to build relationships and share information with both communities.

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We would want to create or review the **media lists** for both agencies and develop a combined **electronic news template**. We also anticipate drafting regular **news releases** and **letters to the editor** that communicate our key messages. We likely will collaborate with a respected community leader and the Chief on an **opinion-editorial piece** and provide direction for **editorial board visits** closer to the election. We also anticipate providing **responses to questions** from the news media or public after articles are published.

Owned & Social Media – This category includes assets owned by the both agencies that can be used to deliver key messages to the community. Please note that we can post content if given administrative status, or provide it to the appropriate person to do so.

We would provide **website content** for both agencies about the merger, as well as all materials for posting. We also would craft brief messages each month for **electronic signs or reader boards** at fire stations if this is an asset the agencies own.

Considering the importance and popularity of social media, we will provide regular content for posting to social media accounts, such as **Facebook, Twitter, Nextdoor, and Instagram**. We also plan to write a brief **video script** about the merger to be shared through various platforms.

Public Outreach – Public outreach is important for the community to see that the fire districts are open, transparent during this process. There are two ways we go about this.

First, we invite people into our “house” through public hearings or meetings to learn more about the proposal. The second way is by going out into the community and talking to service organizations, homeowner associations and other groups.

Both of these tactics will require a brief **PowerPoint presentation** about the merger proposal which we will create for the Fire Chief to deliver. This could involve **spokesperson development** work, as well.

There also are **public events** to consider, such as national campaigns, parades, open houses, festivals and fairs. These can be time consuming and drain agency resources. In a year when you are on ballot, it’s important to prioritize those that will have the greatest impact.

Budget

Our cost for this project is \$70,000 and requires a minimum 14-month contract to best position us for a successful outcome at the ballot box. The fire districts also should anticipate expenses for printing, data, postage, and handling charges for any paid communication pieces. Meetings in person also may require reasonable travel expenses. All expenses would be pre-approved by the fire districts.



Conclusion

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for fire, school and hospital districts, cities and public utilities. Our business helps local government communicate more effectively with taxpayers to pass ballot measures for needed revenue or organizational changes.

We have a 97%-win record for elections, and are knowledgeable and aware of state law to maintain our clients' integrity with voters. New clients hire our firm because of our personalized service, accessibility, attention to detail, and the value they receive for the work that we do.

We would welcome being part of your team over the coming year. Thank you for the opportunity to submit a proposal, and feel free to contact me with questions at any time. The best way to reach me is by email liz@llpa.biz or cell phone (425) 308-6236.

Frisch, Nicole

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

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

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

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

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



Proudly Serving the Citizens of Kenmore and Lake Forest Park

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

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

Good afternoon Commissioner Maehren,

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

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

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

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

Thanks!

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

Prepare – Prevent – Perform

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

WOODINVILLE FIRE & RESCUE

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

By: _____
Roger Collins, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: 08/31/2020

KING COUNTY FIRE PROTECTION DISTRICT NO. 16

PETITION FOR MERGER

A PETITION of the Board of Commissioners of King County Fire Protection District No. 16 d/b/a Northshore Fire Department (the “Northshore”) to the Board of Commissioners of King County Fire Protection District No. 26 d/b/a Woodinville Fire & Rescue (the “WF&R”) to approve the merger of Northshore into WF&R pursuant to Chapter 52.06 RCW.

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

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

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

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

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

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

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

NOW THEREFORE, the merger should be accomplished under the following terms and conditions:

1. Northshore shall be considered the “merging district” and cease to exist after the merger.
2. WF&R shall be considered the “merger district” shall survive the merger.
3. The two combined or merged districts shall then constitute one District, having the boundaries therefore enjoyed by the two Districts.
4. The Board of Commissioners of the merged District shall consist of the duly elected Fire Commissioners of the two prior districts, initially, in accordance with RCW 52.06.085, upon the effective date of the merger.
5. All of the statutory provisions of RCW 52.06 regarding mergers of Districts shall be followed and observed by both Districts.
6. The effective date of the merger shall be the date of the concurrent resolutions of the districts approving the merger following an election of the voters of Northshore at the special election to be held on April 27, 2020, or as otherwise mutually agreed upon by the Districts.

7. The parties will comply with the provisions of RCW 52.06.110, RCW 52.06.120, and RCW 52.06.130 regarding any current employees of Northshore.

8. All assets of Northshore shall become assets of WF&R once the merger is effective and Northshore shall, therefore, be dissolved.

9. WF&R shall serve as the lead agency for all purposes related to the State Environmental Policy Act (SEPA) in connection with the merger process. Northshore and Merger District shall prepare and file a Notice of Intention with the Boundary Review Board Statute (RCW 36.93).

10. Both Districts and their Board of Commissioners agree that a ballot proposition shall be placed upon the ballot immediately after the effective date of the merger, to increase the number of commissioners of the merged District to [REDACTED] commissioners, pursuant to RCW 52.14.015.

FURTHERMORE, pursuant to its authority in RCW 52.06.020, the Board of Commissioners of the King County Fire Protection District No. 16 d/b/a Northshore Fire Department hereby petitions the Board of Board of Commissioners of the King County Fire Protection District No. 36 d/b/a Woodinville Fire & Rescue to approve the merger of Northshore into WF&R.

ADOPTED by the Board of Commissioners of King County Fire Protection District No. 16 d/b/a Northshore Fire Department, this 1st day of September, 2020, and duly authenticated in open session by signatures of the Commissioners voting in favor thereof and the seal of the Commission duly affixed.

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

David Maehren, Commissioner

Rick Verlinda, Commissioner

Josh Pratt, Commissioner

Don Ellis, Commissioner

Rick Webster, Commissioner

CERTIFICATION

I, the undersigned, Secretary of King County Fire Protection District No. 16 ("Northshore") hereby certify as follows:

1. The attached copy of The Petition for Merger (The "Petition") is a full, true, and correct copy of the Petition duly adopted at a special meeting of the Northshore Board of Fire Commissioners (the "Board") held on September 1, 2020 as the Petition appears on the minute book of the District and the Petition is now in full force and effect.
2. The special meeting was held in accordance with the law.
3. A quorum of the members of the Board was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Petition.

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

Dawn Killion, Interim District Secretary

WARRANT/CHECK REGISTER

Northshore Fire Department
MCAG #: 2512

Time: 10:21:51 Date: 08/31/2020

09/09/2020 To: 09/09/2020

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1605	09/09/2020	Claims	1	0	ARKANSAS OCCUPATIONAL HEALTH	301.92	New Hire Exam
1606	09/09/2020	Claims	1	0	CHMELIK SITKIN & DAVIS PS	3,024.00	Legal Fees - General Business
1607	09/09/2020	Claims	1	0	CHMELIK SITKIN & DAVIS PS	1,566.00	Legal Fees - Employment
1608	09/09/2020	Claims	1	0	CHMELIK SITKIN & DAVIS PS	54.00	Legal Fees - Litigation
1609	09/09/2020	Claims	1	0	CHMELIK SITKIN & DAVIS PS	13,433.81	Legal Fees - Public Records Request
1610	09/09/2020	Claims	1	0	CITY OF KIRKLAND	36,965.28	IT Services - 1/1 - 6/22
1611	09/09/2020	Claims	1	0	DELL COMPUTER	766.66	Monitors for Training
1612	09/09/2020	Claims	1	0	EASTSIDE PUBLIC SAFETY COMM. AGENCY	489.44	August 2020 Maintenance Agreement
1613	09/09/2020	Claims	1	0	FIRE FIGHTERS BOOKSTORE	96.03	Driver/Operator Handbook
1614	09/09/2020	Claims	1	0	FROULA ALARM SYSTEMS, INC	101.20	Fire Extinguisher Annual Inspection - Station 57
1615	09/09/2020	Claims	1	0	FROULA ALARM SYSTEMS, INC	478.51	Inspections - Station 57
1654	09/09/2020	Claims	1	0	GALLS, LLC - DBA BLUMENTHAL UNIFORM	88.00	Bunker Gear Stenciling
1616	09/09/2020	Claims	1	0	IMS ALLIANCE	127.05	Recruit Name Tags
1617	09/09/2020	Claims	1	0	KEATING, BUCKLIN & MCCORMACK INC PS	335.50	Legal Fees - Ellis PRA
1651	09/09/2020	Payroll	1	0	KING COUNTY FIRE DISTRICT #16	3,086.36	Pay Cycle(s) 08/31/2020 To 08/31/2020 - ADDLIFE; Pay Cycle(s) 08/31/2020 To 08/31/2020 - MEDICAL; Pay Cycle(s) 08/31/2020 To 08/31/2020 - METLIFE; Pay Cycle(s) 08/31/2020 To 08/31/2020 - METLIFE2
1618	09/09/2020	Claims	1	0	KROESEN'S, INC.	68.20	Burrow - Class A Striping
1655	09/09/2020	Claims	1	0	KROESEN'S, INC.	5,159.99	New Hire Uniforms
1619	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	463.10	Bunker Boots - Williams
1620	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	13.75	Name Tag
1621	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	387.46	Boots - Kroon & Creger-Zier
1622	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	199.99	Boots - Taiwo
1623	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	712.76	Boots - Sharp, Park, Blake, O'Dougherty
1624	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	1,557.60	Class A Foam - 5 Gallon Pails
1656	09/09/2020	Claims	1	0	L. N. CURTIS & SONS	629.33	New Hire Day Coats
1625	09/09/2020	Claims	1	0	LIFE ASSIST	264.92	EMS Supplies
1626	09/09/2020	Claims	1	0	LORNA MCGOWAN-SMITH	9,050.00	Workplace Investigation
1657	09/09/2020	Claims	1	0	MUNICIPAL EMERGENCY SERVICES	1,540.70	Cylinder Sleeves
1627	09/09/2020	Claims	1	0	NATIONAL HOSE TESTING SPECIALTIES INC	4,330.00	2020 Hose and Ladder Testing
1628	09/09/2020	Claims	1	0	NATIONAL TESTING NETWORK	750.00	2020 Annual Renewal
1629	09/09/2020	Claims	1	0	NORTH CITY WATER DISTRICT	54.58	Acct #022432-000; St 57
1630	09/09/2020	Claims	1	0	NORTHWEST FIRE FIGHTERS TRUST	73,651.49	September 2020 Medical
1631	09/09/2020	Claims	1	0	NORTHWEST SAFETY CLEAN	1,358.50	Annual Bunker Gear Inspection & Cleaning

WARRANT/CHECK REGISTER

Northshore Fire Department

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1632	09/09/2020	Claims	1	0	NORTHWEST SAFETY CLEAN	2,227.34	Annual Bunker Gear Inspection & Cleaning
1633	09/09/2020	Claims	1	0	NORTHWEST SAFETY CLEAN	1,971.59	Annual Bunker Gear Inspection & Cleaning
1634	09/09/2020	Claims	1	0	NORTHWEST SAFETY CLEAN	3,003.00	Annual Bunker Gear Inspection & Cleaning
1635	09/09/2020	Claims	1	0	NORTHWEST SAFETY CLEAN	1,635.37	Annual Bunker Gear Inspection & Cleaning
1636	09/09/2020	Claims	1	0	PACIFIC OFFICE AUTOMATION	214.51	Copier Lease
1637	09/09/2020	Claims	1	0	PSR MECHANICAL	1,207.80	HVAC Repair - Station 57
1638	09/09/2020	Claims	1	0	PUGET SOUND ENERGY	3,364.12	Acct #200019536453; Station 51
1639	09/09/2020	Claims	1	0	PUGET SOUND ENERGY	75.53	Acct #200020658783; Station 57
1640	09/09/2020	Claims	1	0	RIGHT! SYSTEMS INC	9,020.00	Wireless Upgrade - St 51 & St 57
1641	09/09/2020	Claims	1	0	RISAN ATHLETICS INC	328.58	Recruit T-shirts
1642	09/09/2020	Claims	1	0	SEAWESTERN, INC.	2,416.59	Recruit Helmets - Academy
1643	09/09/2020	Claims	1	0	STAPLES	398.26	Office Supplies
1644	09/09/2020	Claims	1	0	SUMMIT LAW GROUP	462.00	Legal Fees - Labor Bargaining
1645	09/09/2020	Claims	1	0	SWISSPHONE LLC	632.52	New Pagers
1658	09/09/2020	Claims	1	0	UNITED PARCEL SERVICE	32.55	Shipping
1646	09/09/2020	Claims	1	0	UW VALLEY MEDICAL CENTER	5,430.00	New Hire & Fit for Duty Exams
1647	09/09/2020	Claims	1	0	VERIZON WIRELESS	45.85	Suppression Cell Phones
1659	09/09/2020	Claims	1	0	VERIZON WIRELESS	533.84	Smart Phones
1648	09/09/2020	Claims	1	0	VFIS	77,744.00	Insurance Renewal - 09/01/20-09/01/21
1649	09/09/2020	Claims	1	0	WASHINGTON COUNTIES INSURANCE FUND	5,500.60	September 2020 - Dental/Life/EAP
1652	09/09/2020	Payroll	1	0	WASHINGTON NATIONAL INS CO	136.00	Pay Cycle(s) 08/31/2020 To 08/31/2020 - CONSECO
1653	09/09/2020	Payroll	1	0	WSCFF EMPLOYEE BENEFIT TRUST	10,600.00	Pay Cycle(s) 08/31/2020 To 08/31/2020 - MERP1; Adjustment to MERP for credits and new hires starting in August
1650	09/09/2020	Claims	1	0	ZIPLY FIBER	214.25	Phones - Station 51 (formerly Frontier)
001 General Fund 10-016-0010						288,300.43	
							Claims: 274,478.07
						288,300.43	Payroll: 13,822.36

WARRANT/CHECK REGISTER

Northshore Fire Department

Time: 17:08:52 Date: 08/30/2020

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1603	09/09/2020	Claims	4	0	TOM TAYLOR	464.26	LEOFF I
1604	09/09/2020	Claims	4	0	WASHINGTON COUNTIES INSURANCE FUND	2,749.42	LEOFF I
004 Reserve Fund 10-016-6010						3,213.68	
						<u>3,213.68</u>	Claims:
						3,213.68	3,213.68

[illegible]

Signature

Date _____

Northshore Fire Department
Fire Commissioner Request for Compensation

Month <u>AUGUST</u> Year <u>2020</u> Name <u>DAVID C. MAETHREN</u>		
Date	Description of Activity	Time
08/04/20	Prepare for regular Fire Commissioner meeting (2 hrs) Preparation for meeting with Lorna McGowan Smith (2 1/2 hr)	7 1/2
	Attend meeting w/ LMS and travel (3 hrs)	
08/05/20	Additional meeting preparation for regular Fire Commissioner meeting (2 hrs)	4 1/2
	Attend regular Fire Commissioner Mtg (2 1/2 hr)	
08/12/20	Meeting preparation for NEXT STEPS consolidation (1.5 hr) NEXT STEPS meeting w/ Chief Ahearn, Staff, Woodenville & Northshore chair and vice chair (2 1/2 hr)	6 hrs
	Regular Fire Commissioner meeting preparation (2 hrs)	
8/19/20	Additional meeting preparation (1 1/2 hr)	4 hrs
	Attend regular Fire Commissioner meeting and Special Joint Fire Commissioner meeting with Woodenville (2 1/2 hr)	
8/26/20	Meeting preparation for Special Board meeting (5 hrs)	
08/27/20	Additional meeting preparation (1.5 hr) and attend Special Board Meeting (1.5 hrs)	3 hrs.

I certify by signing this request for compensation that I have acted on behalf of the Northshore Fire Department in the fulfillment of my duties as an elected Fire Commissioner and that this request for compensation is in compliance with the Northshore Fire Department policy and State Law.

David C Maethren 08/29/2020
Signature Date

Northshore Fire Department
Fire Commissioner Request for Compensation

Month:	JULY	Year:	2020	Name:	DAVID C. MAEHREN
Date	Description of Activity				Hours
07/08/20	Meeting prep for consolidation sub committee meeting 2 hr				2.5
	Attend sub committee meeting 1.5 hr				
	Meeting prep for 07/09 Commissioner meeting 2 hrs				
07/09/20	Additional meeting preparation for Special Meeting 3 hrs				6
	Attend Special Board Meeting 2 hrs				
	Meeting Follow-up 1 hr				
07/13/20	Regular meeting preparation 3 hours. Phone call w/ legal counsel Paxton re: PRR. 5 hr				6
	Complete affidavit, sign and bring in notary ONED 1 hour				
	Meet with Commissioner Webster re: consolidation spreadsheets 1.5				
07/15/20	Additional meeting preparation 1.75 hours. Attend regular board meeting & meeting follow-up 2.5 hours				4.25
07/22/20	Meeting prep for Special Board meeting 1.5 hours. Attend Special Board meeting & Meeting Follow-up 2.5 hours.				4
07/27/20	Meeting prep for Chair & Vice chair meeting w/ Woodenville Fire. 2 hrs. Attend meeting w/ Woodenville members 2 hr				4

I certify by signing this request for compensation that I have acted on behalf of the Northshore Fire Department in the fulfillment of my duties as an elected Fire Commissioner and that this request for compensation is in compliance with the Northshore Fire Department policy and State Law.

David C. Maehren
Signature

08/24/2020
Date

[illegible]

August 31, 2020

[illegible]

Richard Verlinda

8-30-2020

Date _____

**Northshore Fire Department
Fire Commissioner Request for Compensation**

[illegible]

Fire Chief's Report
Submitted by Chief Ahearn
September 1, 2020

Administration/Financial:

Human Resources:

- Seven recruit firefighters reported to Station 51 on Monday, August 24. They spent a week with Captain Burrow and the North King County Training Consortium (NKCTC) before reporting to South King County Fire Training Consortium's Academy this morning.

Training:

- Captain Burrow developed a Return to Work plan for a firefighter that is returning from a long-term injury. The return to work evaluation was evaluated Thursday, August 20, 2020.
- Captain Burrow received input from personnel regarding training opportunities to assist in establishing the 2021 training department budget.
- Captain Burrow is in the process of reviewing the budget to propose for 2021.
- Captain Burrow is meeting regularly with Ron Hiraki, HR Manager Moore, Battalion Chiefs Morris and Sauer, and Lt. Jamerson for the upcoming Lieutenants test.

North King County Training Consortium (NKCTC) Activities:

- The Training Officers are currently collaborating to create standardized manuals for the participating agencies to include a basic fundamentals manual, Probationary Firefighters Taskbook, Hose Manual, Ladder Manual, and skill sheets to support each document. The Training Officers are meeting with Subject Matter Experts (SMEs) from each agency to maximize collaboration.
- The Training Officers completed Tactical Training for the Battalion Chiefs to include receiving the transfer of command from the initial Incident Commander, making assignments for the first and second alarm units, and using the latest edition of the Tactical Worksheet.
- Captain Burrow has been collaborating with the NKCTC Training Officers to develop a common Probationary Firefighter Taskbook. Each section contains policy review, manipulative skills, and EMS skills and assessments. Section 3 has been submitted to the Training Director.
- The NKCTC Training Officers welcomed entry level firefighters from both Woodinville Fire & Rescue and Northshore Fire Department on Monday, August 24. Our goal is to ensure the group has a basic understanding of industry standards of hose, ladders, hand tools, power tools, ropes, and knots.

Operations:

- Reaction time (average)
 - Total EMS incidents – 98 1:33 August 10-28
 - Total Fire incidents – 58 1:57 August 10-28

- Response time from call received to on scene average
 - 103 total unit responses 5:21 August 10-28
- Continue to conduct semi-annual PPE cleaning. We are seeing a significant increase in bunker gear coming back having been red-tagged "out of service unable to repair". We will need to discuss moving forward.
- Northshore Fire is sending up to 8 members through the Fire Department Incident Safety Officer program in conjunction with the NKCTC. This is a certified class and will allow our members to officially serve as safety officers on fire scenes, MVC, and tech rescue calls. This is very exciting and a big step in FF safety and health.
- Our 7 new recruits began on Monday, August 24. DC McDonald spent the day going over expectations and assisting Shannon and Dawn in getting them onboarded. We look forward to introducing them to you in the near future.
- No FFs in quarantine or isolation. No exposures. DC Knight continues to be the example of what a COVID-19 Medical Officer should be.
- We will be picking up a third shipment of PPE from King County for our use based on our burn rate and call volume. This is good but we are rapidly running out of room.
- One of our recruits suffered a shoulder injury on day 5 of onboarding. He was transported by Aid 151. Additional details to follow.
- B-Shift responded to a working residential fire at 7021 NE 181st Street, right across the street from Station 51. Engine 151 was on another alarm; Engine 157 arrived and conducted a defensive fire attack. The fire is under investigation. The unit was a large 5th wheel that had LPG actively venting along with multiple exposures. Crews did a great job containing the spread of the fire. We received mutual aid from Bothell, Woodinville, Shoreline, and Kirkland.
- Lt. promotional exam preparation is in progress. We will again use Ret. Asst. Chief Ron Hiraki for our assessment center and utilize Renton Regional Fire Assistant Chief Roy Gonsolus, BC Erik Hammes, and Captain Dan Alexander in conducting our scenario-based tactical simulation.
- DC McDonald is very excited to begin his work as the new Deputy Chief for Northshore Fire Department effective September 11, 2020.

Fire Prevention:

- Inspector Booth
 - Conducted several single family residential sprinkler inspections and completed multiple code enforcement inspections;
 - Worked with Fire Protection Inc. on a problem with the new AES Transmitter at Station 57;
 - Assisted King County Fire Investigation Unit with arson at Inglewood Forest;
 - Worked on and cleared three citizen complaints;
 - Worked with FM Noble on fence issue at Station 57;
 - Completed additional TCE (The Compliance Engine/Brycer) database training; and

- Scheduled three Engine drive-bys for birthdays.

Northshore Emergency Management Coalition (NEMCo):

- EM Lunak has begun advertising two emergency preparedness workshops for Lake Forest Park and Kenmore residents. The training will be held via Zoom and hands-on training will take place by appointment to maintain social distancing requirements.
- NEMCo RACES volunteers completed some testing on the NEMCo 442 radio repeater in preparation for making additional programming and set up changes.
- EM Lunak completed the required staff safety training for Northshore Utility District (NUD) and is working with NUD on a customer service training to be held this fall for District staff.
- EM Lunak continues to work with Lake Forest Park staff on the update to the city's Comprehensive Emergency Management Plan due by the end of the year.