

AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Cathy Farrell Dept: Fire Director Approval and Date: MR May 22, 2024
This agreement requires Council approval Yes No If yes, Council Meeting Date: 5/21/24
Has the vendor reviewed and preliminarily approved the agreement? Yes No

AGREEMENT INFORMATION

Contract #: 3117 Agreement Type: Interlocal
Vendor #: 10411 Vendor Name: Shoreline Fire Department

Please summarize what this agreement is for:

Executive Fire Services

- This agreement is an original
 This agreement is a supplement/change order - Supplement/Change Order #: _____

Project Code (if applicable): _____ Org Code: 00152210 Object Code: 541024
If your contract requires multiple codes, please provide them on page 2

Completion Date: _____ Original Contract Amount: \$300,000.00

Are the following required for this agreement: Previous Supplements Total: \$ 0.00

Notarized signature? Yes No Current Supplement Amount: _____

Certificate of insurance? Yes No Total Contract Amount: \$ 300,000.00

Add'l insured Yes No Total Budgeted: _____

If no additional insured endorsement, explain: Total Budgeted references: _____

_____ A specific line item in the dept's project's budget detail

_____ The org/object code's budgeted total for the biennium

DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Will the vendor sign this agreement electronically? Yes No If no, provide the signatory's address:

Signatory Name: Matt Cowan _____

Signatory Phone Number: _____

Signatory Email Address: mcowan@shorelinefire.com _____

APPROVALS (Initials required in Adobe Sign & Ink-signature Routing)

EH City Clerk

EK Legal

TR Finance (Procurement & Budget)

_____ Finance (Capital Facilities Projects)

EW Finance Deputy Director

KQS City Manager

INTERLOCAL AGREEMENT FOR EXECUTIVE FIRE SERVICES

This Agreement is entered into between CITY OF BOTHELL (“BOTHELL”), an optional code city, and KING COUNTY FIRE PROTECTION DISTRICT NO. 4 d/b/a SHORELINE FIRE DEPARTMENT (“SHORELINE FIRE DEPARTMENT”).

RECITALS

1. Bothell currently employs an Interim Fire Chief and a Deputy Fire Chief to provide executive fire services to the City.
2. Shoreline Fire Department currently provides fire and emergency medical services to the cities of Shoreline, Kenmore, Lake Forest Park, and the Town of Woodway.
3. Bothell and Shoreline Fire Department each maintain and operate their own fire operations to provide fire protection, fire suppression, and emergency medical services in their respective jurisdictions.
4. Bothell has determined that executive fire services can be more efficiently and effectively provided to its residents by contracting with another service provider.
5. The purpose of this Agreement is to allow Shoreline Fire Department to provide executive fire services to Bothell.

TERMS OF AGREEMENT

1. **Purpose.** Shoreline Fire Department shall provide Executive Level Fire Administrative Services consistent with the Scope of work attached hereto as Exhibit A (“Services”). Bothell shall designate Shoreline Fire Department’s duly appointed Fire Chief, or acting Fire Chief, as the fire chief of Bothell. Shoreline Fire Department shall have and exercise all powers granted to the fire chief in Bothell’s governing documents and the Bothell Municipal Code. Shoreline’s Fire Chief shall hire, discipline, discharge, and supervise all employees of Bothell Fire Department, including all employees and volunteers who provide service within Bothell’s service area.
2. **Compensation.** Bothell will pay Shoreline Fire Department for the Services according to the cost schedule provided in Exhibit B. Payments shall be made monthly. Excepting any one-time costs, rates shown on Exhibit B shall be subject to an annual escalator, effective January 1, equal to CPI-U (June to June) for the Seattle, Tacoma, Bellevue area, with a cap of 4.5% . Shoreline Fire Department shall invoice Bothell monthly and Bothell shall pay all invoice amounts within 30 days of receipt of such invoice.
3. **Term.** This Agreement shall take effect on June 1, 2024 (“Commencement Date”) unless the parties mutually agree in writing to delay implementation to a later date certain. This Agreement shall remain in effect until one or both of the parties terminates this Agreement pursuant to Section 4 below.
4. **Termination.**
 - a. **Voluntary Termination.** Either party shall be entitled to unilaterally terminate this Agreement for any reason or no reason at all. Termination may be accomplished by the party seeking to terminate providing not fewer than 180 days’ notice prior to termination.

- b. **Termination for Cause.** Either party shall be entitled to terminate this Agreement for caused based on a material breach of this Agreement upon 90 days' notice to the breaching party and opportunity to cure within 60 days' notice.
 - c. **Effect of Termination.** Upon termination, Shoreline Fire Department shall be relieved of any further obligation to provide services hereunder, and Bothell shall be liable only for payment attributable to the services rendered prior to the effective date of termination.
5. **Level of Service.**
- a. Shoreline Fire Department's provision of Services to Bothell shall maintain or increase operational service levels enjoyed by Bothell prior to the effective date of this Agreement.
 - b. Services shall be administered in the interest of Bothell and performed in a professional and competent manner pursuant to and within the relevant timelines, applicable customer service standards, and any state and federal laws applicable to the performance of the Services.
6. **Additional Position Support and Leadership Organizational Structure.** In addition to the Fire Chief, there will be a transitional period that will involve other positions of both parties to this Agreement. The positions involved will be phased in and out of the Bothell organization as described below and also as depicted within Exhibit C. The positions included are as follows:
- a. **Assistant Chief (Bothell).** The current Bothell Deputy Chief of Operations will be reclassified as an Assistant Chief, will remain a Bothell employee, and report directly to the Shoreline Fire Department Fire Chief. The purpose of this position will be to lead the administration and management of the day-to-day operations of Bothell during the beginning of the transition period starting on June 1, 2024, and concluding on August 30, 2024. The purpose of this position will be to support and co-lead the administration and management of the day-to-day operations of the Bothell Fire Department.
 - b. **Assistant Chief (Shoreline).** The Shoreline Fire Department will provide a full time second Assistant Chief that will report to the Fire Chief. This position will remain for a transitional period of approximately 7 months beginning in June of 2024. The purpose of this position will be to support and co-lead the administration and management of the day-to-day operations of the Bothell Fire Department during the transition. This position will also serve to help train a Division Chief of Operations and cultivate an understanding of current Bothell policies, procedures, practices, and culture. The position will end by approximately December 31, 2024.
 - c. **Division Chief of Operations.** There will be a Division Chief of Operations starting (intermittently – not to exceed 40 hours in the month of July) on July 1, 2024, and regular, full-time on August 1, 2024. The Division Chief will report to the Shoreline Fire Department's Assistant Chief. The purpose of this position will be to lead the day-to-day response operations of Bothell after the transition period has ended on December 31, 2024. It is the intent of both parties that this will be a Bothell employee and the position will be filled in accordance with City of Bothell policies and procedures. If in the event the City is unable to fill the position, the parties will discuss the option of the position becoming a Shoreline Fire Department employee and filling the position through the policies and procedures of the Shoreline Fire Department.

- d. Both parties fully understand and agree that circumstances change from time to time and the organizational structure in this agreement may need to be amended or altered. In the event this occurs the two parties will meet to discuss and formalize any changes through a written addendum; however, changes to organizational structure without changes to the not to exceed amount to be paid under this Agreement shall not require the approval of the Bothell City Council or the Shoreline Fire Department Board of Commissioners.

7. **No Separate Entity Created.** This Agreement does not establish a separate legal or administrative entity.

8. **Personnel, Equipment, and Office Space.**
 - a. Shoreline Fire Department shall be solely responsible for establishing and supplying all staffing and all equipment necessary to provide the services, except for any equipment Bothell is expressly required to provide herein.
 - b. Bothell shall provide the following to Shoreline at no cost (as partial consideration for the services): (i) suitable office space for the Assistant Fire Chief; (ii) access to office equipment and supplies reasonably needed to provide the Services (e.g. computers, internet access, telephones, computer software licenses, portable radio, etc.).
 - c. Bothell shall provide the Fire Chief and Assistant Fire Chief with access to files and other records reasonably necessary for Bothell to provide the Services.
 - d. Upon termination of this Agreement, any property to be held in conjunction with this Agreement shall remain the property of the Party in whose name it was acquired.

9. **Administration of Agreement.** This Agreement shall be administered by the following persons:

For Bothell:

Toni Call
Deputy City Manager
18415 101st Ave NE
Bothell, WA 98011

For Shoreline Fire Department:

Matt Cowan
Fire Chief
17525 Aurora Ave N.
Shoreline, WA 98133

10. **Records.** All records received, used, or prepared in connection with the Services shall remain in the custody of Bothell and shall be maintained in such manner as may be prescribed by Bothell. All such records shall be accessible by the Assigned Personnel in order to perform the Services.

11. **Indemnification.** Each Party shall defend, indemnify, and hold the other Party, its 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 acts, errors or omissions of that Party in performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnified Party.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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.

12. **Insurance.** The Parties shall procure and maintain without interruption during the term of this Agreement, the insurance of the types and in the amounts specified below. Insurance may be maintained through membership in a risk pool.

a. Minimum Scope of Insurance

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. Bothell shall be named as an additional insured under the Shoreline Fire Department's Commercial General Liability insurance policy with respect to the work performed for Bothell using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Shoreline Fire Department shall maintain Professional Liability insurance appropriate to the Services.

b. Minimum Amounts of Insurance

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

c. Failure on the part of either Party to maintain the insurance as required shall constitute a material breach of contract, upon which the non-breaching Party may, after giving five business days' notice to the breaching Party to correct the breach, immediately terminate the Agreement 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 non-breaching Party on demand. If the breaching party is the Shoreline Fire Department, at the sole discretion of Bothell, Bothell may offset such sums against funds due the Shoreline Fire Department.

13. **Independent Contractors.** Nothing in this Agreement shall be interpreted as Bothell becoming the employer of Shoreline Fire Department's Fire Chief or other personnel. Except as expressly provided herein, no agent, employee, or other representative of the Parties shall be deemed to be an employee of the other Party for any reason.
14. **Compliance with Laws.** The Parties, in performance of this Agreement, shall comply with all applicable state, local, and federal laws, including standards for licensing, certification and operation of facilities, programs, and accreditation, and licensing of individuals and other standards or criteria.
15. **Nondiscrimination.** 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.
16. **Assignment.** Neither Party may assign this Agreement or any part thereof without the express written consent of the other Party.
17. **No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties hereto and shall confer no benefits, direct or implied, on any third persons. This Agreement does not create any exception to the Public Duty Doctrine.
18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all previous understandings and agreements, written and/or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by the Parties.
19. **Dispute Resolution, Jurisdiction, and Venue.** Prior to either Party filing suit as a result of any disagreement arising out of this Agreement, the Parties shall first meet informally in an attempt to resolve the disagreement. Venue for any action arising out of this Agreement shall be King County, Washington.
20. **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.

21. **Severability.** If any section, subsection, clause, or phrase of this agreement is for any reason found unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of the Agreement.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute one Agreement.

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

SHORELINE FIRE DEPARTMENT

Matt Cowan
Matt Cowan (May 24, 2024 12:21 PDT)

Matt Cowan, Fire Chief

DATE:

May 24, 2024

CITY OF BOTHELL

Kyle Stannert

Kyle Stannert, City Manager

DATE:

May 24, 2024

EXHIBIT A

Scope of Work

A. General Executive Management and Administration Requirements

1. **Fire Chief:** The provider agency will make the provider agency Fire Chief available as needed to perform the duties of the Scope of Work, including attendance at City Council and other meetings as requested by the City Manager. The City recognizes that the Fire Chief will remain accountable to the governing/management structure of the provider agency.
2. **Administrative Chief Officer:** The provider agency shall assign qualified leadership personnel employed by the provider agency (Assistant Chief) to serve as the on-site Administrative Chief Officer for the City Fire Department ("Department"), and who shall carry out the duties and responsibilities of the Administrative Chief required by this Scope of Work and the Agreement. The Administrative Chief shall be substantially dedicated to Department operations and management, with reasonable allowance made to fulfill their administrative responsibilities to the provider agency.
3. The City Manager and Fire Chief shall meet at least monthly to review performance of the Agreement and, as needed, to re-evaluate the fee structure and hours of work.
4. The provider agency and the City will continue to adhere to their own adopted level-of service (LOS) standards.
5. City practices and procedures will govern when the Fire Chief and Administrative Chief are performing duties for the City.

B. Fire Chief Duties and Responsibilities: The Fire Chief shall administer the requirements of the Scope of Work and Agreement separately as between the City and the provider agency, and consistent with the following understandings:

1. The Fire Chief will oversee and manage the administration and response operations of the Department with the support of existing City administration personnel to include the existing Chief Officers and the Administrative Services Manager, as more fully set forth below.
2. The City will continue to provide administrative support resources to conduct City business, including, but not limited to: finance, human resources, fleet and facilities support, and legal services. The City and the provider agency may choose to expand this Scope of Work to include additional administrative support services to be provided by the provider agency.
3. The Fire Chief shall provide executive leadership and operational oversight services to the City in the following areas:
 - a. Planning, organizing, and directing the operations of the Department.

- b. Administering the Snohomish County Fire District 10 contract for service.
- c. Serving as the liaison between the City Manager and Department employees.
 - ci. Working collaboratively with labor groups (IAFF and AFSCME), including with respect to the terms of collective bargaining agreements, and guiding and directing a staff of professional, technical, and administrative support to deliver fire services to the Bothell community.
 - e. Working collaboratively with other City department directors and maintaining positive and mutually supportive relationships.
 - f. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative, and teamwork.
 - g. Meeting with City Council members as directed by the City Manager, attending City Council meetings, Snohomish County Fire District 10, and other public meetings, and preparing presentations to the City Council. When the Fire Chief is unavailable, a designee may be assigned.
 - h. Working on special projects as directed by the City, which may include but are not limited to the following:
 - Assisting with the assessment of the Department's service levels.
 - Assisting the City Manager and the City's Director of Employee and Technology Services with the collective bargaining process.
 - Providing recommendations to the City Manager on operational and/or service delivery efficiencies.
 - Representing the City (in addition to the provider agency) at regional meetings, such as King County Fire Chiefs, Zone 1 Fire Chiefs, etc.
 - City of Bothell NORCOM representation will be retained by City Executive Staff.
 - Other duties may be assigned by the City Manager and agreed to by the provider agency.

C. **Daily Administration:** The provider agency will designate an on-site Administrative Chief responsible for overall oversight of Response Operations, Fire Prevention and Department administration. Department administration will be further supported by the existing City chain of command which includes two Chief Officers (Operations and Prevention), an Emergency Manager, and an Administrative Manager. The following duties shall be performed by the provider agency Administrative Chief:

- Assist the Fire Chief to oversee the development, revision, implementation, and enforcement of the Department's policies, goals, objectives, priorities, procedures, practices, and standards; develop programs and procedures to implement and measure the achievements of the policies and objectives.
- Ensure the operational readiness of the Department through training of personnel and deployment of resources.
- Coordinate operations with neighboring mutual and automatic aid departments to maximize efficiency and effectiveness of the Department and the zone.
- Analyze statistics based on gathered data, implement changes based on results, and track progress and results of changes.
- Assist the Fire Chief in preparing the preliminary biennial budget for the Department and assist the Fire Chief in administering the Department budget.
- Perform, in cooperation with the City's Human Resources Department, internal investigations into employee conduct.
- Administer discipline as provided by City rules and policies.
- Review Departmental use of overtime, sick leave, holiday and vacation time, and report concerns to the Fire Chief.
- Represent the Department on a variety of standing and special committees.
- Develop, present, and monitor budget expenditures for the operational, training, and Community Risk Reduction functions.
- Serve as a liaison to personnel from other fire and EMS agencies and City departments; respond to inquiries and follow up to resolve complaints; foster strong partnerships and recommend action as appropriate.
- Maintain management oversight of all entry-level testing and promotional processes.
- Participate in labor negotiations as requested, manage grievances, and serve as a member of the Department Labor Management Committee.
- Serve as a member of the City's Executive Leadership Team.
- During times of Emergency Operations Center (EOC) activation, represent the Department in the EOC operations section of the City's EOC and perform other EOC duties as needed or assigned.
- Review overall operational effectiveness and direct changes in priorities or schedules as needed to assure professionalism, adequacy, accuracy, and timeliness of services provided.
- Conduct comprehensive training needs assessment for operations using a variety of surveys, performance evaluations, user requirements, and other tools.
- Maintain management oversight of Standard Operating Guideline development.
- Recommend adoption of King County Model Procedures and Best Practice response protocols and ensure active participation in the Zone 1 Operations Chiefs Committee.
- Monitor conditions of Department resources to ensure standards are met and take corrective action as appropriate, including but not limited to fire apparatus, tools and equipment, conditions of stations and grounds, and the fitness of firefighters.

- Develop and implement programs which will assure the continuous training of all firefighters in both fire suppression and emergency first aid.
- Serve as Incident Commander at greater alarm fires, large-scale Multi Casualty Incidents, and natural disasters; maintain certification in order to fill any Command or General staff position in Incident Command System.
- Monitor turnout times and take steps to maintain compliance with City standards.
- Monitor overall response times and take steps to maintain compliance with City standards.
- Prepare Department Standards of Cover and closely monitor for compliance.
- Conduct monthly statistical analysis of a variety of response time criteria using available response data.
- Work with City Fleet and Facility staff to ensure maintenance and acquisition of fleet and facility assets.
- The Administrative Chief is expected to be proficient in and knowledgeable about the following:
 - Organizational management of the Department
 - Delegation
 - Basic budgeting
 - Risk assessment/risk analysis.
 - Each technological tool used to accomplish the Department's mission.
 - Department response plans
 - ICS at all levels
 - EOC Operations
 - EOC/IC Interface
 - Using appropriate resources to develop effective programs.
 - Building effective and positive relationships
 - Resolving conflict
 - Preparing and delivering performance evaluations
 - Developing performance metrics
 - Personnel supervision
 - Applicable civil services rules and regulations
 - Collective bargaining agreements involving the Department personnel.

D. **Quality Assurance and Data Analysis:** The provider agency shall also provide for the review of Fire and Emergency Medical Reports to ensure the accuracy of response time data and patient reporting in compliance with King County Medic One and the National Fire Incident Reporting System (NFIRS) requirements. In addition, the provider agency shall provide data analysis to ensure accurate turnout and response time monitoring and overall department performance.

EXHIBIT B

Payment Schedule

| | |
|--------------------------------------|--|
| Fire Chief | \$2,783.00 / month through the term of this contract. |
| Assistant Chief | \$ 23,993.00/ month from June 1, 2024, to December 31, 2024. |
| Division Chief (intermittent) | \$ 9,848 for the period between July 1, 2024, and August 1, 2024.* |
| Division Chief (full-time) | \$ 19,696 per month starting on August 1, 2024.* |

*If a Shoreline employee. In accordance with section 6(c) of the ILA, if the Division Chief is a Bothell employee, the City will pay the Division Chief directly through normal payroll processing and not reimburse the City of Shoreline for this position.

The Fire Chief, Assistant Chief, and Division Chief (assuming Shoreline employee) costs will adjust, effective January 1, equal to CPI-U (June to June) for the Seattle, Tacoma, Bellevue area with a cap of 4.5%.

Other costs:

| | |
|--------------------------|---|
| Performance Data | \$83.00 / month (+ one time design fee of \$3,563) |
| Higher Level Data | As needed, at \$225 / hour. Any higher-level data charges must be pre-approved by City of Bothell in writing prior to performing Higher Level Data services under this Agreement. |

- a. Excepting the months of July and August of 2024, the cost of this contract shall not exceed \$46,472 per month unless agreed to by both parties through a written addendum; however, changes to organizational structure without changes to the not to exceed amount to be paid under this Agreement shall not require the approval of the Bothell City Council or the Shoreline Fire Department Board of Commissioners. The “shall not exceed” amount will adjust, effective January 1, equal to CPI-U (June to June) for the Seattle, Tacoma, Bellevue area, with a cap of 4.5%.

Exhibit C

Transition Period from June 1, 2024 to December 31, 2024

| | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------------|-------------|--------------|------------|------------|------------|------------|------------|
| AC - Bothell | [Blue bar] | | | | | | |
| AC - Shoreline | [Green bar] | | | | | | |
| DivC | | [Purple bar] | | | | | |

AC Assistant Chief of Administration
DivC Division Chief

Signature: *Laura Hathaway*
Laura Hathaway (May 24, 2024 12:54 PDT)

Email: laura.hathaway@bothellwa.gov