

AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Bruce Kroon Dept: Fire Director Approval and Date: 3/31/20
This agreement requires Council approval Yes No If yes, Council Meeting Date: 4/7/20
Has the vendor reviewed and preliminarily approved the agreement? Yes No

AGREEMENT INFORMATION

Contract #: 2053 Agreement Type: Interlocal
Vendor #: 10922 Vendor Name: Northshore Fire Department

Please summarize what this agreement is for:

ILA for Deputy Chief Services - 8,912.13 per mo. = 35,648.52
Revenue - Reimbursement from NSFD for half DC wages each month.

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

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

Completion Date: 7/31/20

Are the following required for this agreement:

- Notarized signature? Yes No
Certificate of insurance? Yes No
Add'l insured Yes No

Original Contract Amount: _____

Previous Supplements Total: _____

Current Supplement Amount: _____

Total Contract Amount: \$ 0.00

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: David Maehren 7220 NE 181st St
Signatory Phone Number: 425-354-1780 Kenmore, WA 98028
Signatory Email Address: dmaehren@northshorefire.com

APPROVALS (Adobe Sign or Munis Routing Only)

____ City Attorney
____ Finance (Procurement and Budget)
____ Finance (Capital Facilities Projects)
____ Finance Director
____ City Manager
____ City Clerks (if applicable)

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
AND
THE CITY OF BOTHELL
FOR
DEPUTY FIRE CHIEF SERVICES**

THIS INTERLOCAL AGREEMENT FOR DEPUTY FIRE CHIEF SERVICES (the “Agreement”) is made and entered into by and between **KING COUNTY FIRE PROTECTION DISTRICT NO. 16**, a Washington municipal corporation (“Northshore”), and **THE CITY OF BOTHELL**, a Washington municipal corporation (“Bothell”). Northshore and Bothell are referred to collectively as the “Parties” and individually as “Party”.

I. RECITALS

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

WHEREAS, Northshore requires support in its response operations and to support its administration beginning in April 2020;

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

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

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

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which Bothell 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 April 1, 2020 (the “Effective Date”) and shall remain in effect until July 31, 2020 (the “Termination Date”), unless otherwise terminated as provided below. The Parties may renew this Agreement for additional 30-day terms upon written approval of each Party’s legislative body.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 30 days’ advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days’ advance written notice to the breaching party and opportunity to cure. Upon termination, Bothell 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.** Bothell shall, upon request, provide the services generally outlined in **Exhibit A** (the "Services") to Northshore, attached herewith and incorporated by this reference. It is recognized that Bothell's Deputy Fire Chief will ordinarily perform the Services from Bothell's administrative offices; provided, however, that Bothell's Deputy Fire Chief shall make regular visits to the Northshore administrative offices, as appropriate, to carry out the intent of this Agreement.

5. **Compensation for Services.** Northshore shall pay Bothell \$8,912.13 per month (prorated 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 the Parties sharing Deputy Fire Chief services and using the Bothell Deputy Fire Chief's total cost of compensation. Bothell shall provide not less than ten (10) calendar days' notice of any increase in the Deputy Fire Chief's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

5.2 Bothell 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 Any adjustments to the Fee, other than that set out in 5.1 above, 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. The insurance provisions in this entire section (including subsections) may be satisfied by membership in the Washington Cities Insurance Authority risk pool.

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

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

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

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

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

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

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

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

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

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

Northshore:	Northshore Fire ATTN: Chair, Board of Fire Commissioners 7220 NE 181st Street Kenmore, WA 98028-2711
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Bothell:	City of Bothell ATTN: City Manager 18415 101st Avenue NE Bothell, WA 98011-3455
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The Parties agree that the addresses of all Parties to which notice shall be given may be changed at any time by written notice to the other Party.

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

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

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

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 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:

CITY OF BOTHELL

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

By: _____
Jennifer Phillips, City Manager

By: _____
David Maehren, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

Paul Byrne, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

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

Bothell's Deputy Fire Chief shall administrate the response operations divisions separately with Northshore providing the following administrative support:

1. Northshore's current employees will provide Northshore-specific knowledge and support;
2. Northshore will provide administrative support staff to conduct Northshore business.

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

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

The Bothell Deputy Fire Chief shall provide response operations oversight services and all provisions of the Deputy Chief of Operations job description to Northshore, while working closely with the current administrative support staff, including, without limitation, the following:

- A. Serving as the liaison between the response operations personnel and the Fire Chief;
- B. Planning, organizing and directing the response operations details of the District;
- C. Working on special projects assigned by the Fire Chief, which may include working on incremental progress toward regionalization efforts;
- D. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative and teamwork;
- E. Representing Northshore (in addition to Bothell) at regional meetings, such as King County Ops Chiefs, Zone 1 Ops Chiefs, North King County Training Consortium, etc.; and
- F. Attending, upon request of the Fire Chief, the meetings of the Northshore's Board of Fire Commissioners and necessary standing committee meetings. Additional Northshore-specific meetings may be scheduled, as necessary.

See Northshore's Deputy Chief job description.

From: [Dave Maehren](#)
To: [Kate Hansen](#)
Subject: RE: Electronic Signature - Deputy Chief Services ILA - April 2020
Date: Wednesday, April 8, 2020 6:00:31 PM
Attachments: [image001.png](#)
[image003.png](#)
[image005.png](#)
[image007.png](#)

Approved and Electronically Signed this 8th day of April, 2020, by Commissioner David C. Maehren

From: Kate Hansen
Sent: Wednesday, April 8, 2020 3:13 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>
Subject: Electronic Signature - Deputy Chief Services ILA - April 2020

Good Afternoon Commissioner Maehren,

Attached please find the Deputy Chief Services ILA that was approved by Northshore Fire's Board of Commissioners on March 30, 2020 and the Bothell City Council on April 7, 2020.

Please respond with your electronic signature:

"Approved and Electronically Signed this __ day of ____, 2020, by Commissioner _____."

Thank you,

Kate Hansen

Administrative Specialist
Northshore Fire Department
7220 NE 181st St., Kenmore, WA 98028
Office: 425-354-1780
Direct: 425.354.1779
khansen@northshorefire.com



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