

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

THIS INTERLOCAL AGREEMENT FOR FIRE MARSHAL 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 Fire Marshal;

WHEREAS, Northshore requires support in its fire prevention division beginning June 8, 2020;

WHEREAS, the Parties desire for Bothell’s Fire Marshal 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 June 8, 2020 (the “Effective Date”) and shall remain in effect until December 31, 2020 (the “Termination Date”), unless otherwise terminated as provided below. The Parties may renew this Agreement for additional 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. It is recognized that Bothell's Fire Marshal will ordinarily perform the Services from Bothell's administrative offices; provided, however, that Bothell's Fire Marshal shall make regular visits to the Northshore administrative offices, as appropriate, to carry out the intent of this Agreement. It is anticipated that Bothell's Fire Marshal shall spend 40 percent of his time providing service to Northshore and 60 percent of his time providing service to Bothell.

5. **Compensation for Services.** Northshore shall pay Bothell \$6,817.23 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 Northshore paying 40 percent of the Bothell Fire Marshal's total cost of compensation. Bothell shall provide not less than ten (10) calendar days' notice of any increase in the Fire Marshal'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.

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 Fire Marshal 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

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 Fire Marshal shall oversee and manage fire prevention activities at Northshore, including fire investigations, plan review processes, community education, fire code inspection and enforcement, permit issuance, training of District employees in the relevant areas of fire prevention, and the overall administration of the Fire Prevention Division's programs and services.

Bothell's Fire Marshal shall serve as Northshore's liaison to the cities of Kenmore and Lake Forest Park, working closely with them to meet their community development and code enforcement mandates; coordinate and collaborate with fire districts, fire departments and fire agencies regarding fire code development, adoption of standards and fire code enforcement; and advocate for fire service issues.

Bothell's Fire Marshall shall report to the Fire Chief and keep the Fire Chief informed of all functions and important matters concerning fire prevention activities. The position also supervises personnel assigned to Fire Prevention. The majority of work is performed in an office environment with trips to locations in the surrounding community for the purpose of performing inspections, investigating fires and emergency scenes, and speaking before community groups.

See Northshore's Fire Marshal job description, attached.

NORTHSHORE FIRE DEPARTMENT

JOB DESCRIPTION

Title:	Fire Marshal	Number:	2430-A8
Division:	Fire Prevention	Effective Date:	July 9, 2013
FLSA Class:	Exempt	Approved By:	Chief Torpin

JOB DESCRIPTION SUMMARY

The Fire Marshal directly oversees and manages fire prevention activities conducted by the District, including fire investigations, plan review process, community education, fire code inspection / enforcement, permit issuance, training of District employees in the relevant areas of fire prevention, and is responsible for the overall administration of the Fire Prevention Division's programs and services; serves as District liaison to the cities of Kenmore and Lake Forest Park, working closely with them to meet their community development and code enforcement mandates; Coordinates and collaborates with fire districts, fire departments and fire agencies regarding fire code development, adoption of standards and fire code enforcement; advocates for fire service issues.

The Fire Marshal reports to the Fire Chief and keeps the Fire Chief informed of all functions and important matters concerning fire prevention activities. The position also supervises personnel assigned to Fire Prevention. The majority of work is performed in an office environment with trips to locations in the surrounding community for the purpose of performing inspections, investigating fires and emergency scenes, and speaking before community groups.

ESSENTIAL FUNCTIONS

Essential functions will vary according to the work environment and may include, but are not limited to, the following:

Develop, implement, and oversee a comprehensive Fire Prevention Division and associated community risk reduction programs. Evaluate Fire Prevention Division activities and goals on a regular basis and make adjustments as appropriate. Coordinate the fire prevention activities with other programs of the District and engine companies.

Directly supervise and evaluate assigned employees by applying District policies and procedures. Provide assistance and direct assigned employees on daily tasks and assignments. Maintain discipline through administration of District policies and procedures, including issuing discipline to the level authorized in policy, and make effective recommendations to the Fire Chief on other related personnel actions.

Oversee and review annual inspection program. Interpret codes and mitigate solutions for Fire Prevention and Suppression personnel and building/business owners.

Develop, implement and conduct procedural methods and practices for reviewing plans, conducting inspections and investigating fire loss incidents.

Conduct field inspections of construction projects and inspect buildings and facilities as necessary. Evaluate and enforce existing fire safety conditions and Federal, State and local codes applicable to fire safety.

Assist in the development and implementation of District policies, goals, objectives and priorities and recommend policy, procedure and ordinance revisions as necessary.

Prepare and administer Fire Prevention budget, based on goals and objectives of Fire Prevention Division and the District.

Make presentations before the Board of Fire Commissioners, city councils, commissions, boards and committees on fire prevention matters, as necessary.

Meet with and assist architects, engineers, contractors and others involved in development and construction activities where fire codes, ordinances or standards may affect such activities..

Provide fire prevention content training to District personnel.

Conduct and oversee emergency scene and fire investigations, determine cause and origin, and coordinate activities with law enforcement.

Maintain complete and permanent records of all Fire Prevention Division activities including: public education contacts, inspections made, conditions corrected, citizen complaints, special hazards, the cause of fires occurring within the District, the owner and occupant of the property involved, and loss of such property and other information considered necessary.

Submit monthly and annual reports to the Fire Chief summarizing fire prevention activities.

Attend regional and state meetings of related agencies, and other relevant meetings/ conferences to maintain current knowledge of regional affairs, with impact to Fire Prevention activities. Stay current with code interpretations, fire investigation and public education programs/techniques.

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of:

- Principles, methods and practices of modern fire prevention management, fire suppression activities and investigation techniques;
- Pertinent Federal, State, and local laws, codes and regulations;
- Hazardous materials, associated properties of those materials, and the ability to apply applicable codes regulating those materials;
- Principles and practices of personnel management including training, performance evaluation, and conflict management;
- Fire investigation procedures;
- Budget preparation and administration;
- Current computer applications utilized by the District and utilize applications to perform and complete tasks and/or requirements of the job and ability to learn and apply new technologies and skills;
- Business letter writing, basic report preparation, and principles and procedures of record keeping;
- Modern office procedures, methods and equipment.

Skill in:

- Effectively handle difficult or sensitive issues, using professionalism and an understanding of organizational culture;
- Using interpersonal skills in a tactful, patient and courteous manner;
- Strong problem solving skills including anticipating, analyzing, diagnosing and resolving problems;
- Using initiative and independent judgment within established guidelines;
- Delivering effective instructor-led training, both formal and informal, to various audiences and ability to effectively present information to moderate size groups.

Ability to:

- Evaluate programs, policies and procedures, analyze Fire Prevention Division activities and take effective action to improve Fire Prevention division operations or resolve problems;
- Understand, interpret and apply documents such as operating instructions, applicable policies, procedures, codes, adopted ordinances and safety rules;
- Perform under considerable stress while confronted with emergency situations related to the job of a Fire Marshal;
- Plan, assign, supervise, and review the work of assigned employee(s);
- Maintain confidentiality;
- Maintain and establish effective and cooperative working relationships with District employees, public and public officials and to work effectively in a team environment;
- Adapt to changes in the work environment and to shifts in organizational philosophy and expectations;
- Conduct oneself in a professional manner as defined by District policy;
- Learn and possess working knowledge of geography and street locations of District response areas;
- Communicate in English clearly, concisely, and effectively, both orally and in writing;
- Add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

SUPERVISORY RESPONSIBILITIES

This position supervises assigned employees; provides technical support to operations personnel regarding code compliance matters; directs operations personnel during an incident's investigation phase.

EDUCATION/EXPERIENCE

2 years of college level course work in Fire Science, Public Administration or related field AND 10 years of progressive experience in fire service with at least 5 years of experience in fire prevention involving fire investigation, code enforcement, public education, instructional techniques and methodology OR equivalent education/experience. Supervisory experience is preferred.

CERTIFICATES AND LICENSES

- A valid Washington State Driver's License is required.
- International Code Council or IFSAC Fire Inspector I & II certifications are required.
- International Code Council Fire Plans Examiner certification or equivalent education/experience is required.
- IFSAC or IAAI Fire Investigator certification is required.
- NIMS certifications (as determined by the Fire Chief) are required within 90 days of hire.
- IFSAC Fire Instructor I certification is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, an employee is regularly required to talk and hear; use hands or fingers to handle and feel; and frequent use of the telephone and computer while communicating with internal and external customers; requires manual dexterity and visual acuity to operate personal computer or other standard office equipment, job site inspections and investigations. Employee may sit for several hours each day but will also need mobility and ability to stand and walk continuously for long periods of time. Employee may seldom lift, push, or pull up to 50-100 pounds in the course of an investigation. Work may occasionally require the employee to climb, balance, bend, stoop, kneel, crouch, and/or crawl. This position may require the employee to work under stressful conditions due to deadlines and time constraints.

This position will require the employee to perform strenuous work seldom, for extended periods of time, while performing some or all of the following:

- Wear a respirator (SCBA);
- Wear and/or carry over 50lbs of protective clothing/equipment;
- Work in an overheated, extreme cold or wet environments;
- Work under adverse or stressful conditions.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The work area will encompass a wide variety of settings including: administrative duties in an office setting; occasionally works outside, in poor weather conditions, in hazardous traffic areas, in and around structures that may be hazardous and/or unstable, and under unfavorable or unsanitary conditions, which may include biohazards, air and blood-borne pathogens. The noise level in the work environment is usually moderate but may reach extremes where hearing protection is required.

SPECIAL REQUIREMENTS

- Requires ability to pass a pre-employment drug screening examination and any subsequent testing.
- Requires ability to pass a comprehensive background check.
- Employee must be insurable under the District's existing vehicle and umbrella liability insurance carrier.

From: [Dave Maehren](#)
To: [Kate Hansen](#)
Subject: RE: Electronic Signature - ILA for Fire Marshal Services
Date: Thursday, July 9, 2020 9:32:03 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

The following document is Approved and Electronically Signed this 9th day of July, 2020, by Commissioner David C. Maehren

- **ILA Fire Marshal Services BOFD-NSFD – June 2020**

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

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: Kate Hansen
Sent: Wednesday, July 8, 2020 2:12 PM
To: Dave Maehren <dmaehren@northshorefire.com>
Cc: Greg Ahearn <gahearn@northshorefire.com>
Subject: Electronic Signature - ILA for Fire Marshal Services

Hello Commissioner Maehren,

Now that the ILA for Fire Marshal Services has been signed through the City of Bothell's Adobe Sign process, please complete our electronic signature process with the verbiage below to finalize the document for Northshore Fire's records.

The following document is Approved and Electronically Signed this __ day of ____, 2020, by Commissioner ____.

- **ILA Fire Marshal Services BOFD-NSFD – June 2020**

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



CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.