

January 6, 2021

Washington State Boundary Review Board for King County  
400 Yesler Way, Rm. 205  
Seattle, WA 98104

**RE: Notice of Intention  
Merger of King County Fire Protection District No. 16 d/b/a Northshore Fire  
Department into Woodinville Fire & Rescue**

To Whom It May Concern,

On September 15, 2020, King County Fire Protection District No. 16 d/b/a Northshore Fire Department ("Northshore") approved and filed a petition to merge with Woodinville Fire & Rescue ("WF&R") pursuant to RCW 52.06.020. WF&R's Board of Commissioners approved the petition as presented. If approved by the Washington State Boundary Review Board for King County, Northshore intends on putting a measure to approve the merger on the April 2021 ballot.

This Notice of Intention includes the following appendices:

- A – Information for Evaluation Criteria
- B – Petition for Merger
- C – Resolution Approving Petition for Merger
- D – Maps
- E – Legal Descriptions
- F – SEPA Checklist
- G – Determination of Nonsignificance
- H – List of Nearby Agencies
- I – Interlocal Agreement

Please provide notices, processes, and other communications regarding this Notice of Intention to me at [gahearn@wf-r.org](mailto:gahearn@wf-r.org) and Northshore Fire Department's attorney, Matt T. Paxton at [mpaxton@chmelik.com](mailto:mpaxton@chmelik.com).

Enclosed is the original of this Notice of Intention Packet, six (6) copies, and a check for the \$50 filing fee. Also enclosed are two (2) sets of assessor maps.

**King County Fire Protection District No. 16 d/b/a  
Northshore Fire Department**

  
Greg Ahearn, Interim Fire Chief

Woodinville Fire & Rescue

A handwritten signature in black ink, appearing to read 'Greg Ahearn', is written over a horizontal line.

Greg Ahearn, Fire Chief

CC: Lenora Blauman ([Lenora.Blauman@kingcounty.gov](mailto:Lenora.Blauman@kingcounty.gov))  
Angelica Velasquez ([Angelica.Velasquez@kingcounty.gov](mailto:Angelica.Velasquez@kingcounty.gov))  
Matt T. Paxton ([mpaxton@chmelik.com](mailto:mpaxton@chmelik.com))

# **EXHIBIT A**

**EXHIBIT A**  
**EVALUATION CRITERIA**

This Notice of Intention is for the proposed merger of King County Fire Protection District No. 16 d/b/a Northshore Fire Department ("Northshore Fire Department") into Woodinville Fire & Rescue. Both Fire Districts are organized and operated pursuant to Title 52 RCW. If the merger is approved, the citizens in both Districts would receive services from Woodinville Fire & Rescue.

The proposed merger is governed by RCW 52.06, and has been approved by the governing bodies of both Districts.

This is an administrative merger. Smaller fire agencies throughout King and Snohomish counties are partnering together to provide residents with better service and cost efficiencies. Northshore Fire Department and Woodinville Fire & Rescue have been operating under a temporary interlocal agreement since February 2020, which has resulted in better service at a reduce cost to its taxpayers. The agencies share training programs for emergency personnel, administrative positions (fire chief, deputy chief, and a chief administrative officer) and joint departments, including finance, human resources, and IT. Merging would make these service improvements and cost efficiencies permanent.

Northshore Fire Department and Woodinville Fire & Rescue are not adjoining. However, Northshore Fire Department and Woodinville Fire & Rescue are located within a reasonable proximity of one another, and are near enough to each other so that governance, management, and service can be delivered effectively pursuant to RCW 52.06.010(2). The boundaries of the jurisdictions are approximately two (2) miles from one another and connected to each other by several major streets, particularly Highway 522.

If merged, Woodinville Fire & Rescue anticipates moving its administrative office to the administrative building at 7220 NE 181st St, Kenmore, WA 98028, which is located 5.4 miles from its current administrative headquarters. However, fire and EMS services would still be dispatched out of the existing stations. For example, the City of Woodinville would continue to be served by Station 31, 33, and 35, and the City of Kenmore and the City of Lake Forest Park would continue to be served by of Stations 51 and 57.

The City of Bothell is located between the two fire districts. The proposed merger would have no effect on properties within the City of Bothell, which will continue to be served by the City of Bothell's fire department. The City of Bothell should not expect to experience a significant change in fire and EMS service apparatus traveling between the City of Woodinville and the City of Kenmore.

This proposed merger is subject to review by the Boundary Review Board. If approved, an election will be held in King County Fire Protection District No. 16. If a majority of the voters approve the ballot measure, the merger will be completed on a date mutually agreeable to the governing bodies of both Districts.



**A. Overview**

	<b>King County Fire Protection District No. 16</b>	<b>Woodinville Fire &amp; Rescue</b>	<b>Merged District</b>
<b>Population (2020)</b>	36,570	36,768	73,338
<b>Territory (Acres)</b>	7,040 acres (11 sq miles)	21,760 acres (34 sq miles)	28,880 acres (45 sq miles)
<b>Population Density</b>	Varied	Varied	Varied
<b>Assessed Value (2020)</b>	\$8,703,816,682	\$11,682,870,432	\$20,386,687,114

**B. Land Use**

The City of Lake Forest Park is urban and densely populated. Properties within the City are zoned for single family residential, multi-family residential, neighborhood businesses, corridor commercial, and town center.

The City of Kenmore is urban and densely populated. Properties within the City are zoned for residential, manufactured housing community, golf course(s), parks, public/semi-public, neighborhood businesses, community businesses, downtown residential, downtown commercial, waterfront commercial, urban corridor, and regional businesses.

The City of Woodinville is urban, and less densely populated. Properties within the City are zoned for public/institutional, residential neighborhood businesses, tourist businesses, general businesses, central business district, office, industrial, park, and special district overlay.

The portion of Woodinville Fire & Rescue that is in unincorporated King County is rural, and less densely populated. Some of that area is within urban growth area boundaries, including the Woodin Creek Estate Gap area and parts of the English Hill and Bear Creek areas.

- ✓ The proposed merger of Northshore Fire Department into Woodinville Fire & Rescue has no apparent impact on the land use.

On October 22, 2020, Greg Ahearn, the Fire Chief for Woodinville Fire & Rescue and the Interim Fire Chief of Northshore Fire Department, issued a SEPA Checklist to help determine whether the environmental impacts of the merger were significant. Based on that Chief Ahearn, as the Responsible Official, issued a Determination of Non-Significance on behalf of Woodinville Fire & Rescue, the Lead Agency. Woodinville Fire & Rescue provided notice of the Determination of Non-Significance in accordance with WAC 197-11-510 and its SEPA Procedures. The comment period ended on November 5, 2020, and Woodinville Fire & Rescue received no comments.

### C. State Growth Management Act

1. Is the proposed action in conformance with the Growth Management Act (GMA)?  
What specific policies apply to this proposal?

Yes, this proposed merger is in conformance with the Growth Management Act, specifically RCW 36.70A.020(12), which states the following:

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

RCW 36.70A.030 defines the following:

"Public services" include fire protection and suppression, law enforcement, public health, education, recreation, environmental protection, and other governmental services.

"Rural governmental services" or "rural services" include those public services and public facilities historically and typically delivered at an intensity usually found in rural areas, and may include domestic water systems, fire and police protection services, transportation and public transit services, and other public utilities associated with rural development and normally not associated with urban areas. Rural services do not include storm or sanitary sewers, except as otherwise authorized by RCW 36.70.110(4).

✓ The merger of Northshore Fire Department into Woodinville Fire & Rescue has no apparent impact on the growth. The properties within both fire districts already receive an urban level of service. The proposed merger does not expand or contract service areas of the two combined jurisdictions.

2. King County Comprehensive Plan/Ordinances

- a) How does County planning under the Growth Management Act (GMA) relate to this proposal?

This proposed merger is consistent with applicable provisions of the King County Comprehensive Plan/Countywide Planning Policies. For example, numerous Plan and Policies encourage jurisdictions, special purpose districts, community agencies, and citizens to plan as partners for providing public services and facilities.

- b) What King County Comprehensive Plan Policies specifically support this proposal?

The King County Comprehensive Plan was adopted in December 2012 (updated November 2013). Chapter 8 of the plan pertains to Services, Facilities and Utilities. The Planning Policies encourage jurisdictions, special purpose districts, community agencies, and citizens to plan as partners for providing public services and facilities (e.g., RP-101, F-101, F-102, F104, F-202, F-203, and F-208). Each of these policies support the proposed merger.

RP-101- King County shall strive to provide a high quality of life for all of its residents by working with cities, special purpose districts, and residents to develop attractive, safe, and accessible urban communities, retain rural character and rural neighborhoods, support economic development, maintain resource lands and preserve the natural environment, and to protect significant cultural and historic resources.

F-101- King County, the cities, special purpose districts and/or local service providers shall plan as partners. King County's planning will focus on unclaimed urban unincorporated areas and cities' potential annexation areas.

F-102 - King County shall work with cities, special purpose districts, other local service providers and citizens to identify and distinguish local and countywide services. Over time, cities will assume primary responsibility for coordinating the provision of local services delivery. The county will assume primary responsibility for coordinating the provision of countywide services, including countywide services that must be delivered within city boundaries. The county will also work with cities, special purpose districts, and other counties to identify regional services and facility needs and develop strategies to provide them.

F-104 - King County will, in cooperation with special purpose districts and/or local service providers, continue to plan for and provide public services in the Rural Area, consistent with rural standards and needs.

F-202 - King County should seek to create quality communities by defining the needs and proposing strategies for a full range of public facilities and services, including physical infrastructure and health, human and public safety services. King County should ensure that there is an adequate supply of public facilities necessary to support all communities.

F-203 - King County should work with the cities, special purpose districts and other service providers to define regional and local services and to determine the appropriate providers of those services.

F-208 - In the rural area, services provided by agencies should support a rural level of development and not facilitate urbanization.

- c) What King County/Countywide Planning Policies specifically support this proposal?

FW-8 - All jurisdictions acknowledge that rural areas provide an overall benefit for all residents of King County. Strategies to fund infrastructure and services in rural areas may be needed to support a defined rural level of service. Towns and cities in the rural areas play an important role as trade and community centers.

FW-9 - A fundamental component of the countywide planning strategy is the maintenance of the traditional character of the rural area with its mix of forests, farms, high-quality natural environment, rural cities, unincorporated rural centers, and variety of low density residential uses.

The basic elements of this rural character are: RURAL INFRASTRUCTURE AND SERVICES; rural residents outside cities should anticipate lower levels of public services and infrastructure than those available in urban areas, maximizing self-sufficiency and independence.

C0-3 - Service provision shall be coordinated to ensure the protection and preservation of resources in both rural areas and in areas that are developing, while addressing service needs within areas currently identified/or growth.

- d) What is the adopted plan classification/zoning? (Please include number of lots permitted under this classification.)

The proposed merger area includes numerous classification and zoning areas. The proposed merger will not change or affect any classification or zoning.

- e) Will city regulation(s) supplant King County regulations for the protection of sensitive areas, preservation of agricultural or other resource lands, preservation of landmarks or landmark districts, or surface water control? If so, describe the city regulations and how they compare to the County regulations.

Not applicable.

**D. Jurisdictional Comprehensive Plan/Franchise (Applies to Cities and to Special Purpose Districts)**

1. How does the jurisdiction's planning under the Growth Management Act (GMA) relate to this proposal?

Not applicable. Neither District has a planning policy under the Growth Management Act.

2. Has the jurisdiction adopted a Potential Annexation Area (PAA) under the Growth Management Act? Have you negotiated PAA agreements with neighboring cities?

Not applicable.

3. When was your Comprehensive Plan approved? Does this plan meet requirements set by the State of Washington? Does this plan meet requirements set by King County?

Not applicable.

4. Is this proposal consistent with and specifically permitted in the jurisdiction's adopted Comprehensive Plan, or will a plan amendment be required? If so, when will that amendment be completed?

Not applicable.

5. Is a franchise required to provide service to this area? If so, is the area included within your current franchise?

No.

6. Has this area been the subject of an Interlocal Agreement? If so, please enclose a signed copy of the agreement.

Northshore Fire Department and Woodinville Fire & Rescue have entered into Interlocal Agreements, including without limitation, for fire chief services,

# **EXHIBIT B**

## **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. 36 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, 2021, 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).

**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 14th 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**

**Electronically Signed**

David Maehren, Commissioner

Rick Verlinda, Commissioner

**Electronically Signed**

Josh Pratt, Commissioner

Don Ellis, Commissioner

**Electronically Signed**


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 14, 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 14<sup>th</sup> of September, 2020.

  
\_\_\_\_\_  
Dawn Killion, Interim District Secretary



**From:** [Dave Maehren](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Wednesday, September 16, 2020 9:48:00 AM  
**Attachments:** [image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 16th day of September, 2020 by Commissioner David C. Maehren.**

*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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**From:** Dawn Killion  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <dmaehren@northshorefire.com>; Don Ellis <dellis@northshorefire.com>; Josh Pratt <jpratt@northshorefire.com>; Richard Webster <rwebster@northshorefire.com>; Rick Verlinda <RVerlinda@northshorefire.com>  
**Cc:** Greg Ahearn <gahearn@northshorefire.com>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

Good morning Commissioners,

Attached please find the Petition – Merging District for Northshore into Woodinville that was approved during the September 14<sup>th</sup> Special Meeting.

At your earliest availability, please respond to this email with your electronic signature using the following verbiage:

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**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](http://www.northshorefire.com)

[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)



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**From:** [Josh Pratt](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Thursday, September 17, 2020 8:40:49 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 17<sup>th</sup> day of September, 2020 by Commissioner Josh Pratt.**

**From:** Dawn Killion  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <dmaehren@northshorefire.com>; Don Ellis <dellis@northshorefire.com>; Josh Pratt <jpratt@northshorefire.com>; Richard Webster <rwebster@northshorefire.com>; Rick Verlinda <RVerlinda@northshorefire.com>  
**Cc:** Greg Ahearn <gahearn@northshorefire.com>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**Northshore Fire Department**

7220 NE 181st ST, Kenmore, WA 98028

DIRECT: 425.354.1778

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**From:** [Richard Webster](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Wednesday, September 16, 2020 3:17:29 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 16th day of September, 2020 by Commissioner Rick Webster.**

**From:** Dawn Killion <[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)>  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <[dmaehren@northshorefire.com](mailto:dmaehren@northshorefire.com)>; Don Ellis <[dellis@northshorefire.com](mailto:dellis@northshorefire.com)>; Josh Pratt <[jpratt@northshorefire.com](mailto:jpratt@northshorefire.com)>; Richard Webster <[rwebster@northshorefire.com](mailto:rwebster@northshorefire.com)>; Rick Verlinda <[RVerlinda@northshorefire.com](mailto:RVerlinda@northshorefire.com)>  
**Cc:** Greg Ahearn <[gahearn@northshorefire.com](mailto:gahearn@northshorefire.com)>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

Good morning Commissioners,

Attached please find the Petition – Merging District for Northshore into Woodinville that was approved during the September 14<sup>th</sup> Special Meeting.

At your earliest availability, please respond to this email with your electronic signature using the following verbiage:

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**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](http://www.northshorefire.com)

[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)





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# EXHIBIT C

**WOODINVILLE FIRE & RESCUE  
RESOLUTION NO. 2020-04**

**A RESOLUTION APPROVING THE MERGER OF  
KING COUNTY FIRE PROTECTION DISTRICT NO. 16 INTO WOODINVILLE FIRE & RESCUE**

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**RECITALS**

**WHEREAS**, on September 15, 2020, the Board of Northshore petitioned the Board of WF&R requesting that Northshore be merged into WF&R ("the Petition"); and

**WHEREAS**, 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; and

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

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

**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; and

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

**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**, it is resolved as follows:

Section 1. The Petition of Northshore is approved as presented.

Section 2. The Fire Chief shall transmit the Petition back to Northshore with a copy of this Resolution so it may proceed with the merging procedure identified in RCW 52.06.



ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF  
WOODINVILLE FIRE & RESCUE THIS 15th day of September, 2020

WOODINVILLE FIRE & RESCUE  
COUNTY OF KING, WASHINGTON

Approved as to Form:

/s/ Jeffrey Ganson  
Jeffrey Ganson, District Counsel

Electronically Signed  
Derek van Veen, Commissioner, Position 1

Electronically Signed  
Doug Halbert, Commissioner, Position 2

Abstained  
Timothy Osgood, Commissioner, Position 3

Electronically Signed  
Michael Millman, Commissioner, Position 4

Electronically Signed  
Roger Collins, Commissioner, Position 5

### CERTIFICATION

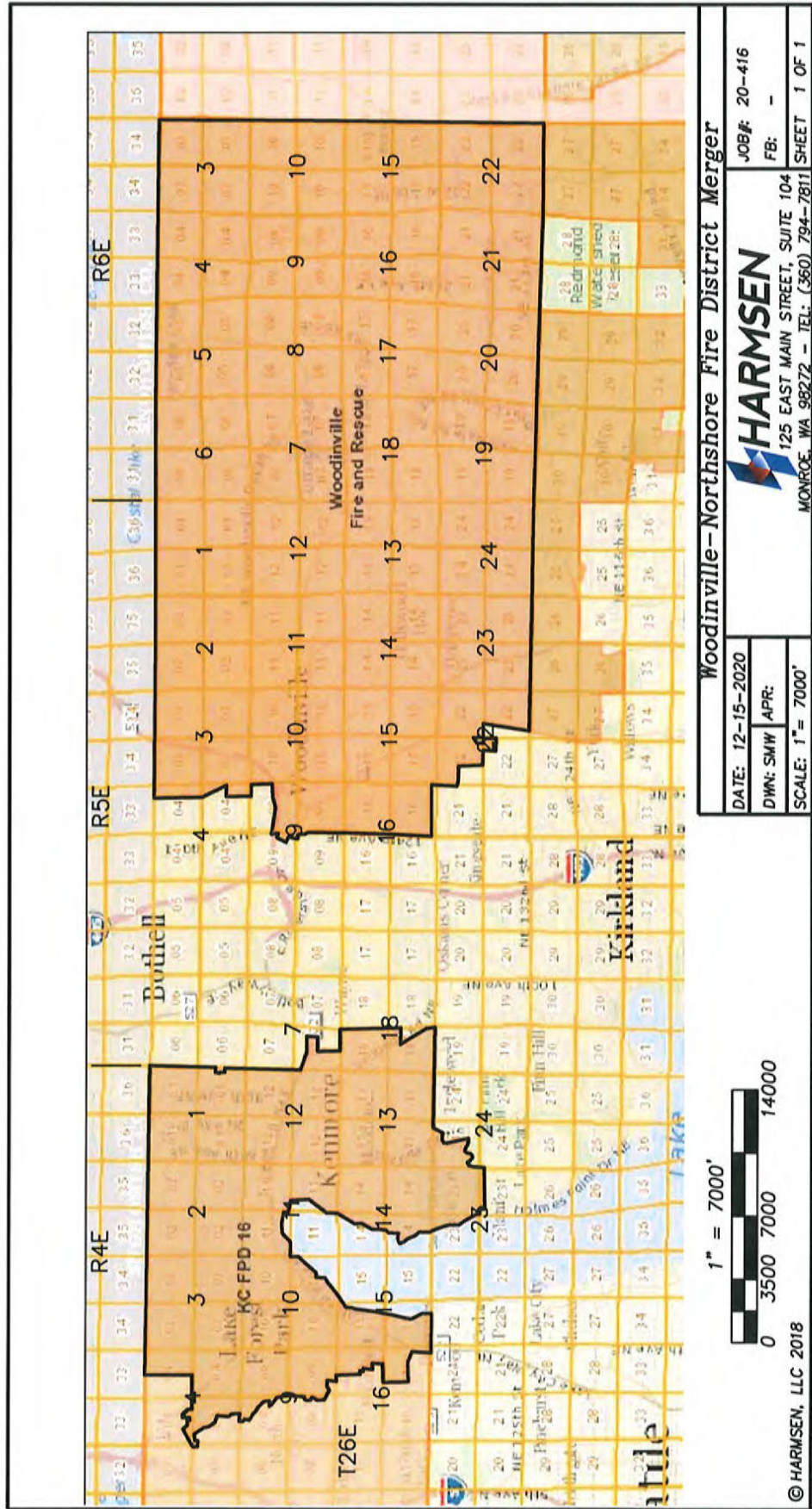
I, the undersigned, Secretary of Woodinville Fire & Rescue ("WF&R") hereby certify as follows:

1. The attached copy of Resolution No. 2020-04 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regular meeting of the WF&R Board of Fire Commissioners (the "Board") held on September 15, 2020 as the Resolution appears on the minute book of the District and the Resolution is now in full force and effect.
2. The regular 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 Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th of September, 2020.

  
\_\_\_\_\_  
Nicole Frisch, Board Secretary

# **EXHIBIT D**

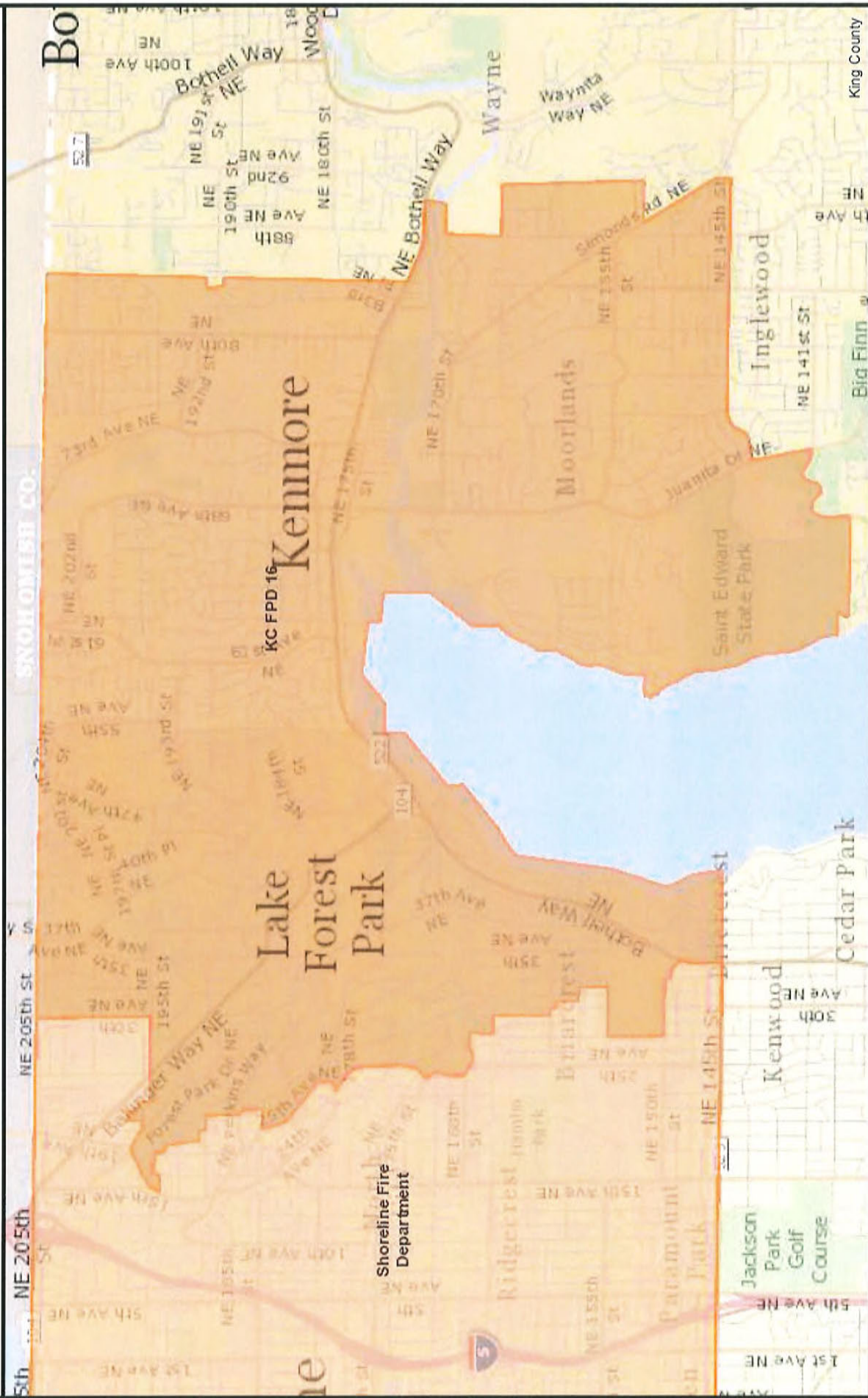








# King County iMap



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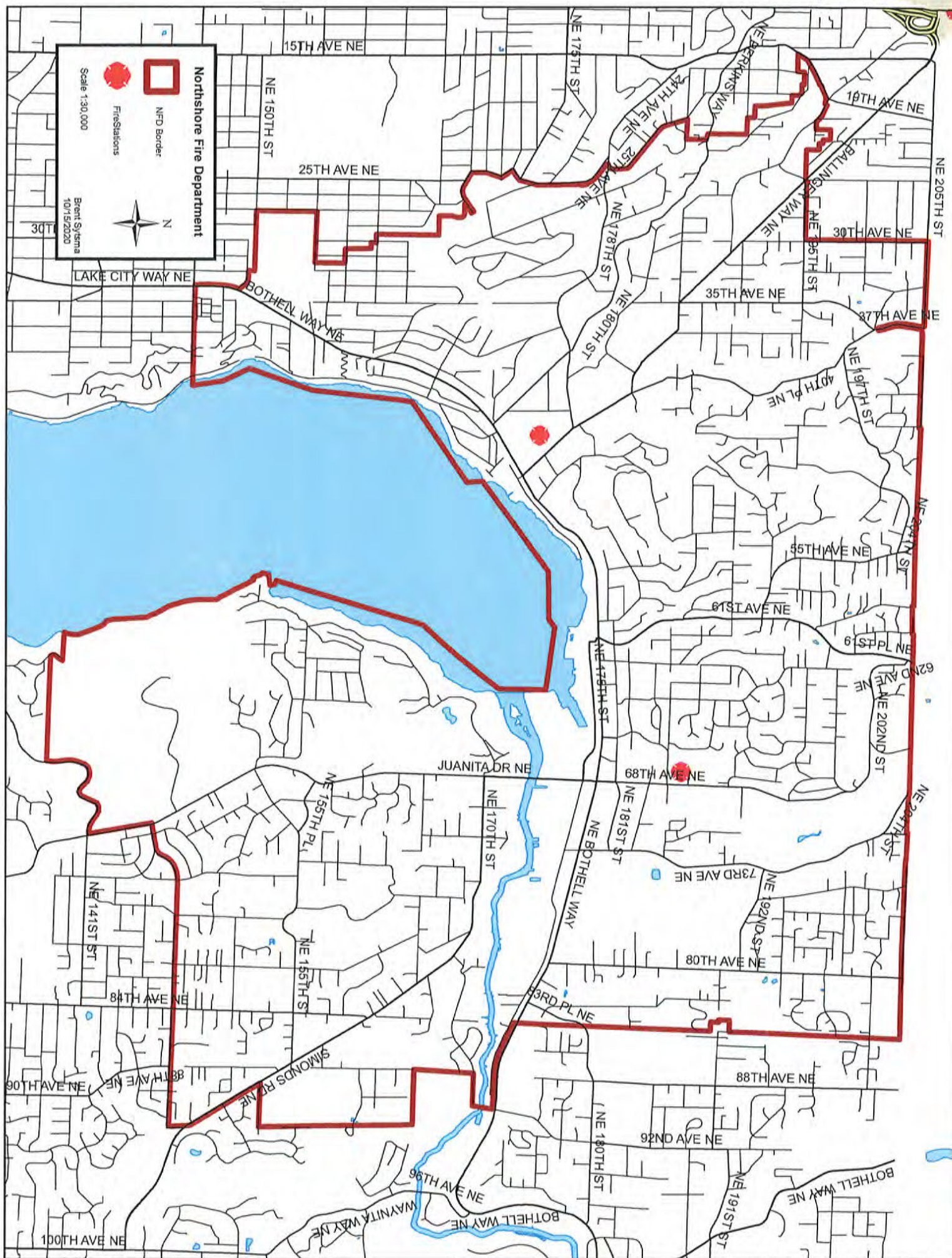
Date: 11/10/2020

Notes:



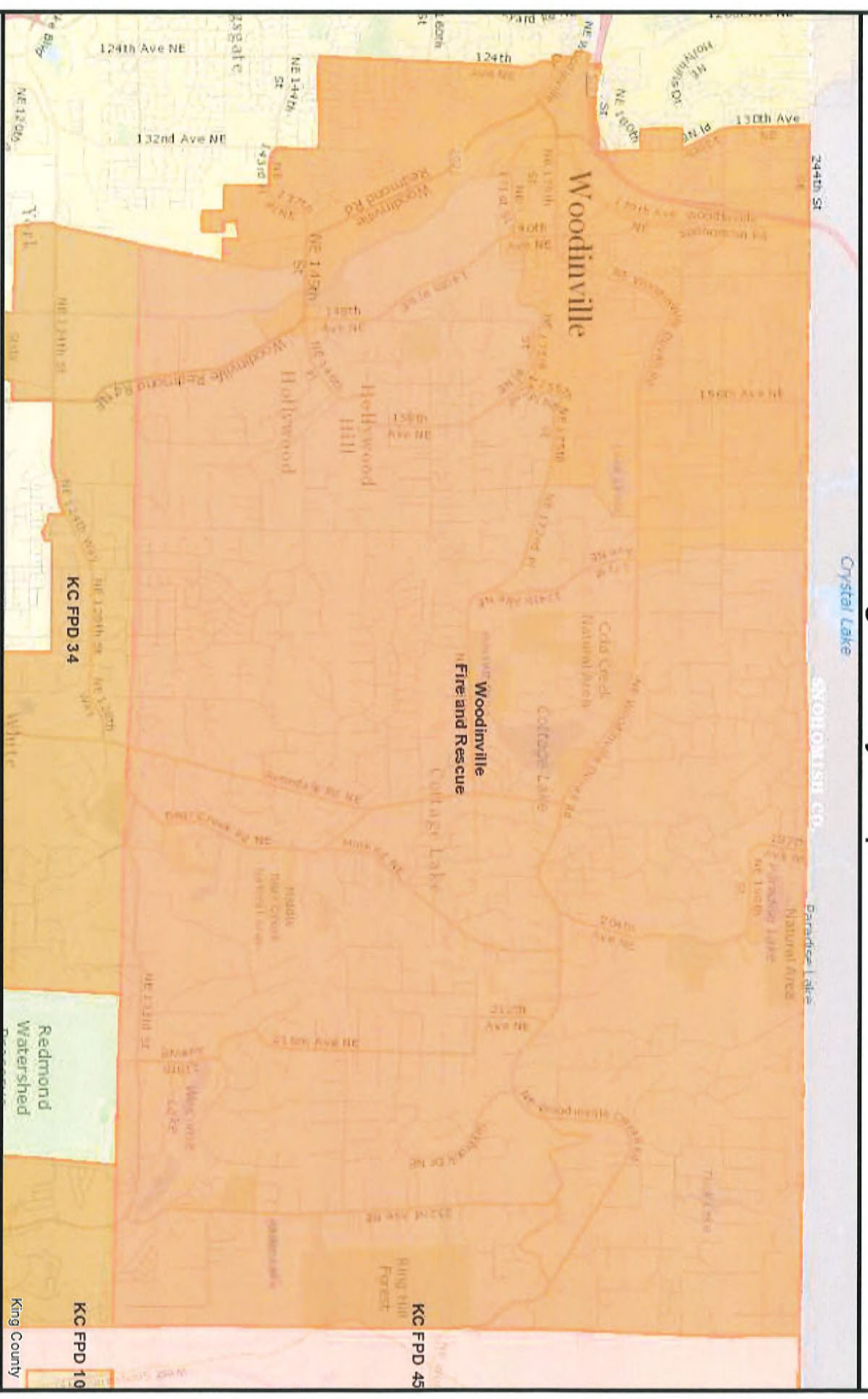
King County







# King County iMap



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Date: 11/10/2020

Notes:



King County



King County

KC FPD 10

KC FPD 45



NE-205 St (King/Snohomish County line)

244 Ave NE

NE 132 St

244 Ave NE (East Side)  
244 Ave NE (West Side)  
244 Ave NE (East Side)  
244 Ave NE (West Side)

124 Ave NE (West Side)  
124 Ave NE (East Side)  
124 Ave NE (West Side)  
124 Ave NE (East Side)

Unknown Exact Streets/Avenues

**Woodinville Fire & Rescue**

 WFR Border

 Fire Stations

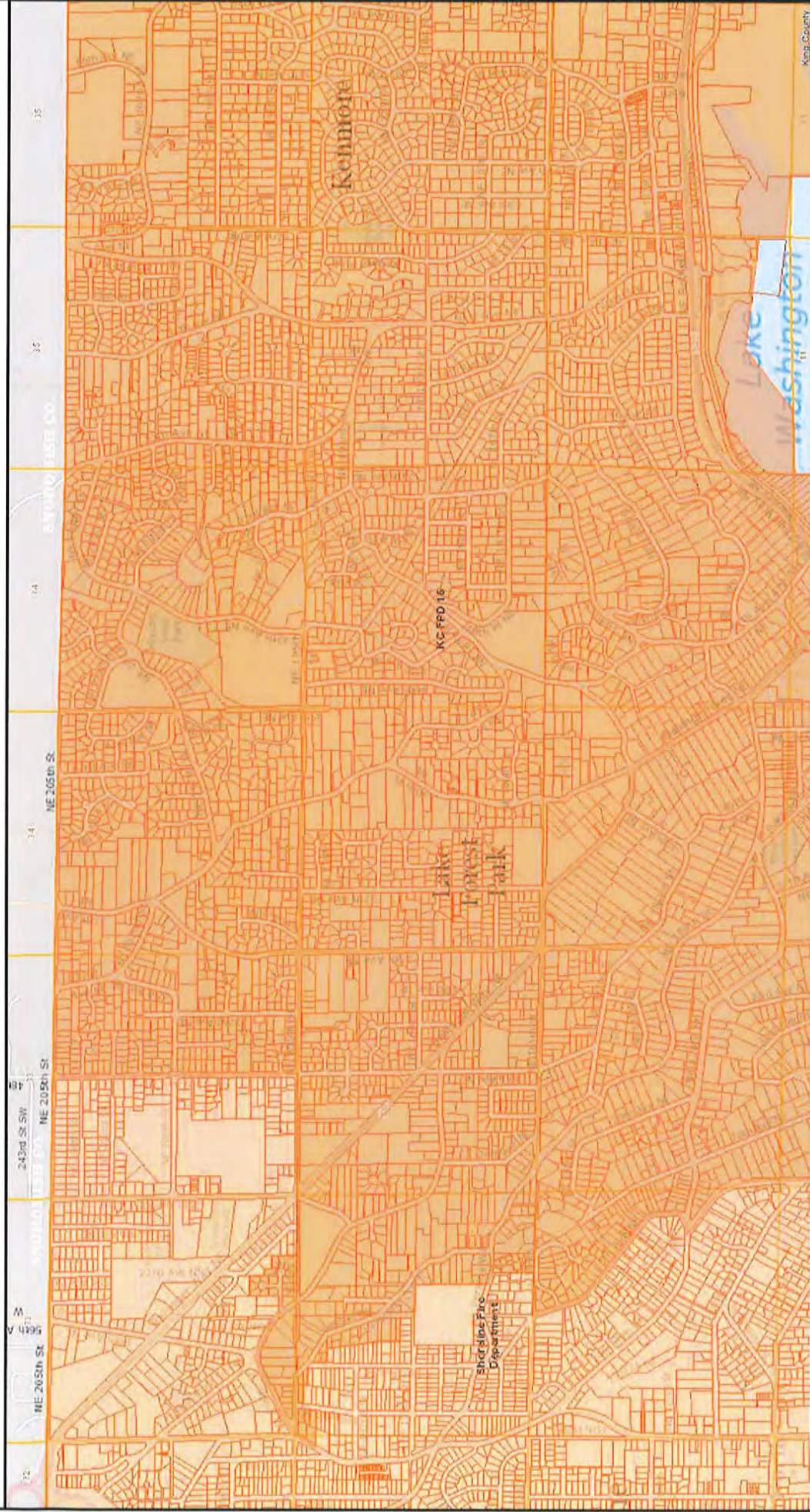


Scale 1:50,000

Brent Sylsma  
10/15/2020



# King County iMap



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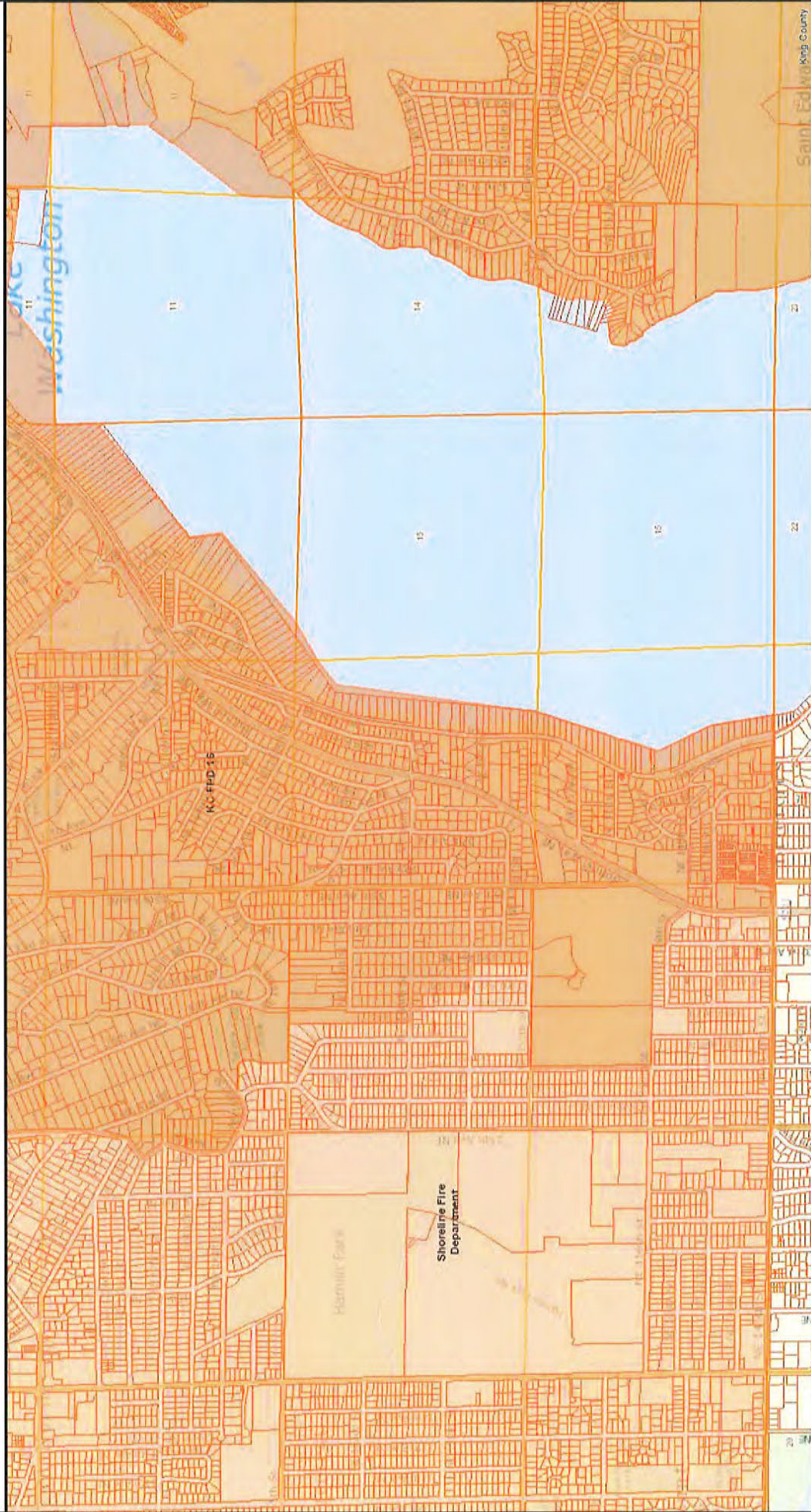
Date: 12/17/2020

Notes:





# King County iMap



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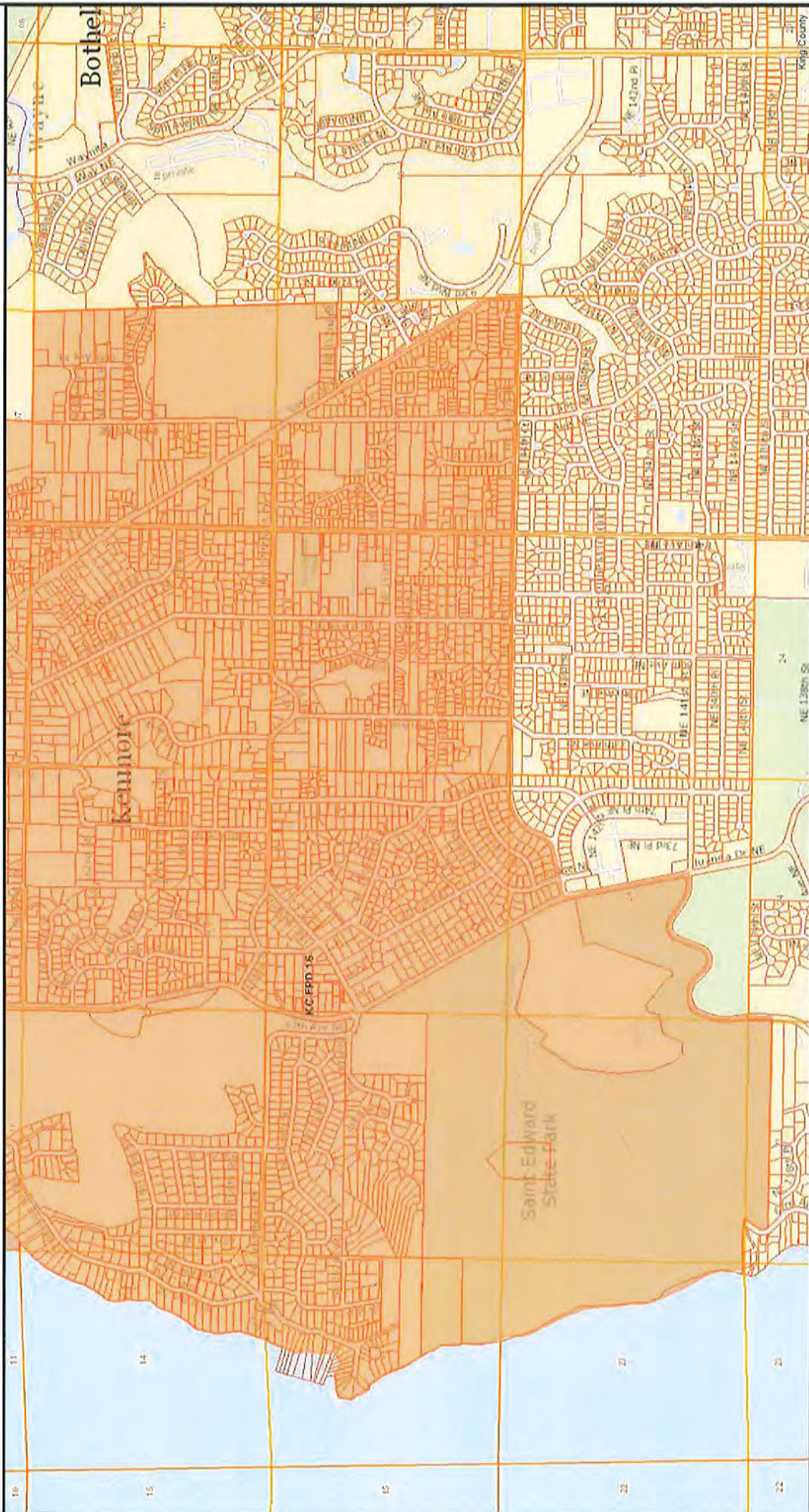
Date: 12/17/2020

Notes:





# King County iMap



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Date: 12/17/2020

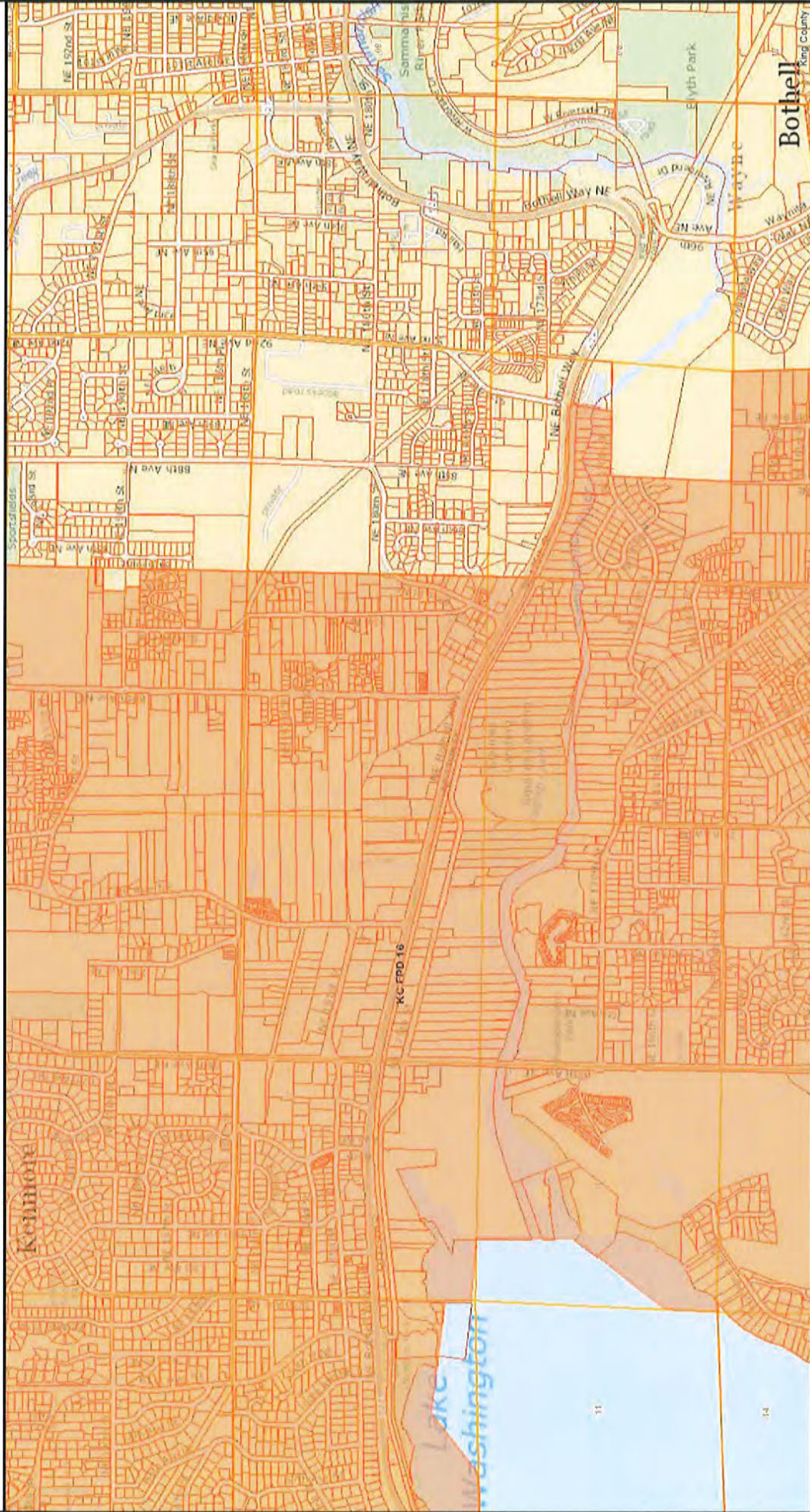
Notes:



King County



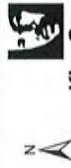
# King County iMap



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Date: 12/17/2020

Notes:



# **EXHIBIT E**

Preamble

All of Sections 2, 3, 10, 11, 12, 13, 14, 15 and portions of Sections 1, 4, 5, 9, 16, 23, and 24,  
Township 26 North, Range 4 East, W.M.;  
TOGETHER WITH portions of Sections 7 and 18, Township 26 North, Range 5 East, W.M.;  
ALSO TOGETHER WITH portions of the First Class Shorelands of Lake Washington.

All in King County, Washington.

Metes and Bounds Description

Beginning at the intersection of the North line of the Northeast quarter of Section 4, Township 26 North, Range 4 East, W.M. with the Northerly projection of the West line of 30<sup>th</sup> Avenue NE;  
Thence South, along said West line to the North line of NE 195<sup>th</sup> Street;  
Thence West, along said north line, to the East line of 25<sup>th</sup> Avenue NE;  
Thence South, along the Southerly extension of said East line, to the South line of said Northeast quarter of said Section 4;  
Thence West, along said South line, to the Center of said Section 4;  
Thence West, along the South line of the Northwest quarter of said Section 4, a distance of 48.89 feet, more or less, to the Southwesterly line of Ballinger Way NE;  
Thence continuing West, along said South line, 603.00 feet, more or less, to the East line of the Plat of Woodford Heights, as recorded in Volume 66 of Plats, page 6, records of King County, Washington;  
Thence North, along said East line and along the Northerly extension thereof, to a point 75.00 feet North of the Northeast corner of said Plat;  
Thence West, parallel with the North line of said Woodford Heights, 138.11 feet to a point 75.00 feet East of the East line of the Plat of Robins Court, as recorded in Volume 95 of Plats, Page 4, records of said county;  
Thence North, parallel with the East line of said Plat, 75.00 feet;  
Thence West, parallel with the North line of said Plat of Woodford Heights, 75.00 feet to the East line of said Plat of Robins Court;  
Thence North, along the East line of said Plat of Robins Court, to the Northeast corner thereof;  
Thence West, along the North line of said Plat of Robins Court, to the Northwest corner thereof;  
Thence South, along the West line of said Plat of Robins Court to the North line of NE 195<sup>th</sup> Place;  
Thence West, along said North line, to the Northeasterly line of Forest Park Drive NE;  
Thence Northwesterly, along said Northeasterly line, to the East line of 19<sup>th</sup> Avenue NE;  
Thence Southerly to the South line of NE 196<sup>th</sup> Street;  
Thence Westerly and Southwesterly, along said South line and its Southwesterly extension, to the Northwest corner of Lot 24, Block 15, Plat of Lago Vista Addition, according to the Plat thereof recorded in Volume 30 of Plats, page 45-51, records of said county;  
Thence Southwesterly, along the West line of said Block 15, being the East line of 15<sup>th</sup> Avenue NE, to the Northwest corner of Bonnie Brook Condominium, according to the Plat thereof recorded in Volume 50 of Condominiums, pages 37 to 40;  
Thence East, along the North line of said Bonnie Brook Condominium and along the North line of Lot 5, Block 15, of said Lago Vista Addition, to the West line of 16<sup>th</sup> Avenue Northeast;

Thence Northerly, along said West line, to the point of intersection with the Westerly extension of the North line of Lot 23, Block 16 of said Lago Vista Addition;

Thence East, along said Westerly extension and along said North line of Lot 23, Block 16, to the West line of Lot 2 of said Block 16;

Thence Southerly, along said West line, to the South line of said Lot 2;

Thence East, along said South line of Lot 2, to the West line of 18<sup>th</sup> Avenue NE;

Thence Southeasterly to the Northwest corner of Lot 1, Block 18 of said Lago Vista Addition;

Thence Southerly, along the West line of said Lot 1, to the South line thereof;

Thence East, along said South line, to the Northwest corner of Lot 2 of said Block 18;

Thence Southerly, along the West line of Lots 2 through 17, to the Southwest corner of Lot 17, Block 18 of said Lago Vista Addition;

Thence East, along the South line of said Lot 17, to the West line of 20<sup>th</sup> Avenue NE;

Thence Southerly, along said West line of 20<sup>th</sup> Avenue NE and its Southerly extension, to the North line of the South half of the Southwest quarter of Section 4, Township 26 North, Range 4 East, W.M.;

Thence East, along said North line of the South half, to the point of intersection with the Northerly extension of the West line of King County Short Plat (KCSP) 180020, recorded under Recording Number 8102040780, records of said county, said line having a bearing of South 00°48'01" West;

Thence Southerly, along said extended line, said West line and its Southerly extension, to the South line of Northeast Perkins Way (also known as Road No. 1037 est. 10-13-14);

Thence Southeasterly, along said South line, to the West line of KCSP S89S0179, recorded under Recording Number 9206119001 (AFFS of Corr.: 9309292466 and 9310050886);

Thence Southerly, along said West line, to the South line of the Southwest quarter of said Section 4;

Thence Westerly, along said South line, to the point of intersection with the Northwesterly extension of the Northeast line of 25<sup>th</sup> Avenue NE;

Thence Southerly, along said Northwesterly extension and along the Northeasterly and Easterly line of 25<sup>th</sup> Avenue NE, to the Southwest corner of Lot 9, Block 32, Lake Forest Park 3<sup>rd</sup> Addition, according to the Plat thereof recorded in Volume 22 of Plats, page 4, except that portion conveyed for road purposes;

Thence Southwesterly to the Northwest corner of Lot 2, Block 23 of said Plat, except those portions conveyed for road purposes;

Thence Southwesterly and Southerly, along the Easterly line of 25<sup>th</sup> Avenue NE, to Northeasterly line of NE 168<sup>th</sup> Street;

Thence Easterly, along said Northeasterly line, to the Northwesterly extension of the West line of Block 1, Miller's Addition to Lake Forest Park, according to the Plat thereof recorded in Volume 37 of Plats, pages 50 and 51, records of said county;

Thence Southerly, Southwesterly, Easterly and Southerly, along said Northwesterly extension and along the Westerly line of said Block 1, to the South line of Section 9, Township 26 North, Range 4 East, W.M.

Thence East, along said South line, to the West line of Briercrest Addition, according to the Plat thereof recorded in Volume 46 of Plats, Page 69, Records of said county;

Thence South, along said West line and its Southerly extension, to the South line of NE 160<sup>th</sup>



Street;

Thence East, along said South line, to the Northwest corner of Lot 14, Block 10, Plat of State Plat, according to the Plat thereof recorded in Volume 42 of Plats, pages 10 and 11, records of said county;

Thence Southerly, along the Easterly line of 30<sup>th</sup> Avenue NE, to a point on said Easterly line, 21 feet Southerly of the Southwest corner of said Lot 14;

Thence South 87°57'18" East 65.54 feet;

Thence North 00°36'08" East 4.0 feet;

Thence South 87°57'18" East 65.54 feet;

Thence South 00°36'08" West 418.00 feet;

Thence South 87°57'18" East 10.92 feet;

Thence South 00°36'08" West 87 feet to the North line of NE 158<sup>th</sup> Street;

Thence Southerly to the Northwest corner of Lot 1, Block 11 of said Plat of State Plat and the Southerly line of NE 158<sup>th</sup> Street;

Thence Easterly, along said Southerly line, to the Northwest corner of Lot 1, Block 12, said Plat of State Plat;

Thence South, along the West line of Lots 1 through 7, said Block 12 and its Southerly extension, to the North line of the Plat of Cypress Section, Acacia Memorial Park, according to the Plat thereof recorded in Volume 93 of Plats, pages 33 and 34, records of said county, being also the South line of NE 155<sup>th</sup> Street;

Thence West, along said North line of said Cypress Section and along the North line of Acacia Park, according to the Plat thereof recorded in Volume 29 of Plats, pages 5-6, records of said county, being also the South line of NE 155<sup>th</sup> Street, to the East line of 27<sup>th</sup> Avenue NE;

Thence South, along said East line of 27<sup>th</sup> Avenue NE and along the West line of Acacia Memorial Park, according to the Plat thereof recorded in Volume 80 of Plats, page 86, records of said county, being the East line of said 27<sup>th</sup> Avenue NE, to the South line of said Acacia Memorial Park, being the North line of NE 150<sup>th</sup> Street;

Thence East, along the South line said Acacia Memorial Park plats: Birch Section, Volume 80, page 86 and Elm Section, Volume 51, page 52, to the West line Lot 12, Block 1, Chittendens Terrace Park recorded in Volume 30, pages 37-38, records of said county;

Thence South, along the West line of said Lot 12, to the Southwest corner thereof;

Thence Easterly, along the South line of said Block 1, Chittendens, to the West line of Bothell Way NE;

Thence Southerly, along the West line of said Bothell Way NE and its Southerly extension, to the South line of the Southeast quarter of Section 16, Township 26 North, Range 4 East, W.M.;

Thence East, along the South line of said Section 16 and along the South line of Section 15, said Township and Range and its Easterly extension, to the Inner Harbor Line of Lake Washington;

Thence Northerly and Easterly, along said Inner Harbor Line, to the projected East line of Section 10, Township 26 North, Range 4 East, W.M.;

Thence North, along said projected East line, to the projected South line of the Northwest quarter of Section 11, Township 26 North, Range 4 East, W.M.;

Thence East, along said projected South line, to the Inner Harbor Line of Lake Washington;

Thence North 52°40'00" East, along said Inner Harbor Line;

Thence South 83°00'00" East, along said Inner Harbor Line, to the projected West line of

Government Lot 2 of Section 11;

Thence South, along said projected West line, to the Outer Harbor Line of Lake Washington;  
Thence East, along said Outer Harbor Line, to the Harbor Line running along the West Line of City of Kenmore Boundary Line Adjustment BLA2003-110 filed under King County Recording Number 20040318900001;

Thence South 00°00'00" East, along said West line and its Southerly extension and along said Harbor Line, to the Inner Harbor Line;

Thence Southerly, along the Inner Harbor Line running along the East side of Lake Washington, to the South line of the Community Waterway Tract per the Plat of Arrowhead Point, according to the Plat thereof recorded in Volume 32 of Plats, page 11;

Thence Southeasterly, along the South line of said Community Waterway Tract, to the Northwest corner of Lot 6, said Plat of Arrowhead Point;

Thence Southerly, along the West line of said Lot 6, to the shoreline of Lake Washington;

Thence Southerly, along said Shoreline, to the North line of King County Short Plat No. 985037 (Alteration), recorded under Recording No. 9111180963, records of King County, Washington;

Thence Easterly, along said North line and along the North line of Lot 2, King County Short Plat 273020, recorded under Recording No. 7601230425, records of said county, to the West line of 62<sup>nd</sup> Avenue NE;

Thence Southerly, along said West line, to the North line of the Southeast quarter of Section 23, Township 26 North, Range 4 East, W.M.;

Thence Easterly, along said North line, to the East line of said 62<sup>nd</sup> Avenue NE;

Thence Southerly, along said East line, to the North line of King County Short Plat Number 376072, recorded under Recording Number 7607290790, records of said county;

Thence Easterly, along the North line of said King County Short Plat 376072 and along the North line of King County Short Plat 682031, recorded under Recording Number 8404240701, and King County Short Plat S89S0226, recorded under Recording Number 8908311935, all in records of said county and its Easterly extension, to the West line of Holmes Point Drive NE;

Thence Northerly and Easterly, along said West line, to the West line of Juanita Drive NE;

Thence Northerly, along said West line of Juanita Drive NE, to the Westerly extension of the North line of NE 143<sup>rd</sup> Street;

Thence Easterly, along said extension, and along the North line of said NE 143<sup>rd</sup> Street, and along the North line of NE 145<sup>th</sup> Street to the Westerly line of 92<sup>nd</sup> Avenue NE;

Thence Northerly, along said Westerly line and its Northerly extension, to the Northeasterly line of Simonds Road NE;

Thence Northwesterly, along said Northeasterly line, to the South line of NE 152<sup>nd</sup> Place;

Thence Easterly, along said South line, to the East line of the Southwest quarter of Section 18, Township 26 North, Range 5 East, W.M.;

Thence North, along said East line, to the North line of the Northwest quarter of said Section 18;

Thence West, along said North line, to the West line of the East half of the Southwest quarter of Section 7, Township 26 North, Range 5 East, W.M.;

Thence North, along said West line, to the South line of the Northeast quarter of the Southwest quarter of said Section 7;

Thence East, along said South line, to the West line of City of Bothell Short Plat No. D 83-112, recorded under Recording No. 8503260662, records of said county;

Thence Northerly, along the West line of said Short Plat, and its Northerly extension, to the Southerly line of Bothell Way NE;

Thence Westerly, along said Southerly line of Bothell Way NE, to the East line of Section 12, Township 26 North, Range 4 East, W.M.;

Thence North, along the East line of said Section 12 and along the East line of Section 1, said Township and Range, to the South line of the North half of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 1;

Thence West, along said South line, to the West line of the East 200 feet of the Southeast quarter of said Section 1;

Thence Northerly, along said West line, to the South line of the Northeast quarter of the Southeast quarter of said Section 1;

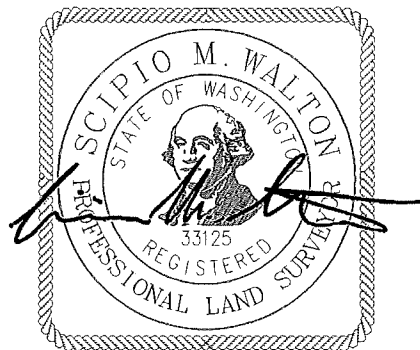
Thence West, along said South line, to the West line of the East 250 feet of the Northeast quarter of the Southeast quarter of said Section 1;

Thence Northerly, along said West line, to the North line of the South 247.83 feet of the Northeast quarter of the Southeast quarter of said Section 1;

Thence Easterly, along said North line, to the East line of said Section 1;

Thence North, along said East line, to the Northeast corner of said Section 1;

Thence West, along the North line of Sections 1, 2, 3 and 4, said Township and Range, to the Point of Beginning.



1-4-2021

## Description Notes:

Boundary common with City of Shoreline assembled from the following:

Shoreline City Ordinance No. 198 – Beginning at the bottom of Page 4 and continuing through most of page 3.

Shoreline City Ordinance No. 172 – Bottom half of page 4

Shoreline City Ordinance No. 81 – Bottom half of page 2 through most of page 3

Shoreline City Ordinance No. 113 – First page of Exhibit A and 3/4 of page 2

The last paragraph on page 1, Exhibit A of Ordinance No. 113 contains confusing language. It appears that several courses of the description were omitted and text mixed up. I have described the boundary as shown on both the King County iMap and on the static King County Assessor's map.

This area has been clarified with LFP Ord 653.

King Co. Fire Protection Dist. No. 5 Rating Zone Map, Revision No. 21 represents the boundary along the South lines of Sections 15 and 16.

A map titled "1996 Roll, Fire District #5, Merger into Fire District No. 16, F.D. #16 – Resolution No. 94-16" represents the boundary along Lake Washington from the south line of Section 15 to the projected East line of Section 10 as being the Inner Harbor Line.

A description of the City of Kenmore corporate limits follows the Outer Harbor Line in places and the shoreline in other places. I have described the boundary as shown on the King County iMap as being more definitive.

The District boundary lying East of Lake Washington from the lake shore to Bothell Way NE follows the description contained in City of Kenmore Ordinance No. 12815 dated June 25, 1997.

The District boundary from Bothell Way NE to the King County line is from the City of Bothell Magnolia Dairy/South Westhill and the North Westhill Annexation descriptions, Ordinance No. 17645.

Preamble

All of Sections 1, 2, 10, 11, 12, 13, 14, 15, 23, 24 and portions of Sections 3, 4, 9, 16, 21 and 22, Township 26 North, Range 5 East, W.M.;  
TOGETHER WITH all of 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22, Township 26 North, Range 6 East, W.M.

All in King County, Washington.

Metes and Bounds Description

Beginning at a point on the North line of the Northeast quarter of Section 4, Township 26 North, Range 5 East, W.M., which point is on the Northerly prolongation of the West right-of-way line of 130<sup>th</sup> Avenue NE;

Thence Southerly, along said Northerly prolongation and along the West right-of-way line of 130<sup>th</sup> Avenue NE to the Northeast corner of Lot 4 of the Plat of Parkhurst Gardens No. 2 recorded in Volume 101 of Plats at pages 1 and 2 and corrected in Volume 102 of Plats, pages 38 through 40, records of King County, Washington, said Northeast corner being on the Bothell City Limits per Ordinance No. 725;

Thence Easterly, along the Easterly prolongation of the North line of said Parkhurst Gardens No. 2, to the East right-of-way line of 130<sup>th</sup> Avenue NE;

Thence South, along the East right-of-way line of 130<sup>th</sup> Ave NE to the East right-of-way line of 130<sup>th</sup> Place NE;

Thence Southeasterly, along said East right-of-way line of 130<sup>th</sup> Place NE to the South line of the Northwest quarter of the Southwest quarter of Section 3, Township 26 North, Range 5 East, W.M.;

Thence West, along said South line and the South line of the Northeast quarter of the Southeast quarter of Section 4, Township 26 North, Range 5 East, W.M., to the Northwest corner of Lot 2 of King County Short Plat No. 1277089, filed under Recording No. 7910120764, records of King County, Washington, said point being on the East line of Bothell City Limits according to ordinance No. 584;

Thence South, along the West line of said Short Plat and following said Bothell City Limits, and along the East line of the Plat of Pioneer Hills, as recorded in Volume 111 of Plats at pages 69-72, records of King County, Washington, to the South line of said Section 4;

Thence East, along the South line of said Section 4 and Bothell City Limits, according to Ordinance No. 975, to the East right-of-way Line of 132<sup>nd</sup> Avenue Northeast;

Thence South, along said East right-of-way line and along the Bothell City Limits, to the South line of the Northwest quarter of the Northwest quarter of Section 10, Township 26 North, Range 5 East, W.M.;

Thence West, along said South line and along the South line of the Northeast quarter of the Northeast quarter of Section 9, said Township and Range, and along said Bothell City Limits to intersect the limited access line on the North side of State Route 522 as shown on right-of-way plan titled, "SR 522, SR 405 Vic. to N.E. 195<sup>th</sup> St. Interchange Vic.", dated July 12, 2007, sheets 2, 3 and 4 of 10, on file with the Washington State Department of Transportation;

Thence Westerly, along said limited access line, and along said Bothell City Limits, to the West line of the Northeast quarter of said Section 9;

Thence South, on said West line and along said Bothell City Limits, to the centerline of the Sammamish River;

Thence Westerly, along said centerline, and along said Bothell City Limits, to the Northwest corner of that certain parcel as shown on Record of Survey file under King County Recording Number 8807279002;

Thence Southerly, along the West line of said parcel and along said Bothell City Limits, to the South line of said Parcel, being the North line of the Northern Pacific Railroad right-of-way;

Thence Easterly, along said North line and along said Bothell City Limits, to the Northerly extension of the Westerly line of Parcel A of Woodinville Boundary Line Adjustment BLA 2004-096 filed under King County Recording Number 20050408900001;

Thence Southwesterly, along said extension and along said Westerly line, being the Bothell City Limits, to the South line of the Northwest quarter of said Section 9;

Thence East, along said South line and along said Bothell City Limits, to a point which is 275 feet West of the Northeast corner of the Southwest quarter of said Section 9;

Thence South, parallel with the East line of said Southwest quarter and along said Bothell City Limits, a distance of 150 feet;

Thence East, parallel with the North line of the Southwest quarter of said Section 9, and along the Bothell City Limits, to the West right-of-way line of 124<sup>th</sup> Ave NE;

Thence Southerly, along said West right-of-way line, to its intersection with the North-South centerline of said Section 9;

Thence South, along said North-South centerline, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 9;

Thence East, along the South line of the Northwest quarter of the Southeast quarter of said Section 9, to the most Easterly right-of-way line of 124<sup>th</sup> Avenue NE;

Thence Southerly, along said Easterly right-of-way line, to the South line of said Section 9;

Thence West, along the South line of said Section 9, to the West right-of-way line of 124<sup>th</sup> Avenue NE;

Thence South, along said West right-of-way line, to the intersection with the Westerly extension of the South boundary of Kingsgate Highlands Division 5, recorded in Volume 88 of Plats at pages 1 through 5, Records of King County, Washington;

Thence East, along said Westerly extension, and along said South boundary, to the Southeast corner of Lot 928, said plat of Kingsgate Highlands Division 5;

Thence North, along the West boundary of said Lot 928, to the Southwest corner of the plat of Kingsgate Vista, recorded in Volume 107 of Plats at pages 52 and 53, records of King County, Washington;

Thence East, along the South boundary of said plat of Kingsgate Vista and its Easterly projection, to the West right-of-way line of 132<sup>nd</sup> Avenue NE;

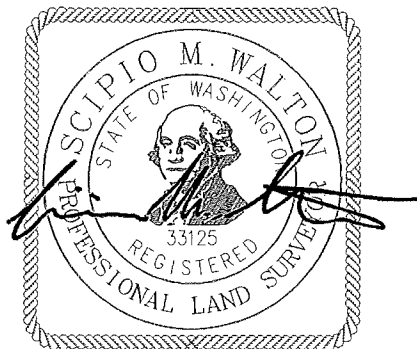
Thence Southerly, along said West right-of-way line, to the South right-of-way line of NE 143<sup>rd</sup> Place;

Thence Easterly, along the South right-of-way line of said NE 143<sup>rd</sup> Place, to the West line of the Puget Sound Power and Light Co. transmission line easement as located in the Northwest quarter of the Northwest quarter of Section 22, Township 26, Range, 5 East, W.M.;

Thence South, along said West line, to the South line of the Northwest quarter of said Section 22;

Thence Easterly, along said South line, to the Northwest corner of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section 22;  
Thence South to the Southwest corner of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section 22;  
Thence East, along the South line thereof, to the North-South centerline of said Section 22;  
Thence North, along said North-South centerline, to the Center of said Section 22;  
Thence West, along the East-West centerline thereof, 310 feet, more or less, to the Southwest corner of Tax Parcel 9108 in the Southeast quarter of the Northwest quarter of said Section 22;  
Thence North  $7^{\circ}10'00''$  West, along the West line of said Tax Parcel 9108, 380 feet, more or less, to the Northwest corner thereof;  
Thence North  $77^{\circ}15'00''$  East, along the North line of said Tax Parcel 9108, to the Westerly right-of-way line of the Burlington Northern Railway right-of-way (also known as Northern Pacific Belt Line);  
Thence Southerly, along said Westerly right-of-way line, to the South line of the Northeast quarter of said Section 22;  
Thence East, along the South line of the Northeast quarter of Section 22, to the Easterly right-of-way line of the Burlington Northern Railway right-of-way, (also known as Northern Pacific, Snoqualmie Branch);  
Thence Southerly, along said Easterly right-of-way line, to the South line of said Section 22;  
Thence East, along the South lines of Sections 22, 23 and 24, Township 26 North, Range 5 East, W.M., to the Southeast corner of said Section 24;  
Thence East, along the South lines of Section 19, 20, 21 and 22, Township 26 North, Range 6 East, W.M., to the Southeast corner of said Section 22;  
Thence North, along the East lines of Sections 22, 15, 10 and 3, said Township and Range, to the Northeast corner of said Section 3;  
Thence West, along the North lines of Sections 3, 4, 5 and 6, said Township and Range, to the Northwest corner of said Section 6;  
Thence West, along the North lines of Sections 1, 2, 3 and 4, Township 26 North, Range 5 East, W.M., to the Point of Beginning.

All in King County, Washington.



1-4-2021

### Description Notes

#### City of Woodinville File No. 1711 – Proposed Incorporation

The description in this document (beginning on page 10 of the document) runs to the “East margin of 132<sup>nd</sup> Ave NE; Thence South and Westerly along the existing Bothell City Limits according to Ordinances No. 975, No. 798 and No. 1097, to the North-South Centerline of Section 9...” I have added more specific descriptive language to the courses along this area as shown on WSDOT right-of-way plan as referenced in the description and above.

The description contained in Woodinville File No. 1711 varies from the current GIS boundary from the N-S centerline of Section 9 to the East line of 124<sup>th</sup> Ave NE. We have been unable to obtain current records for this boundary. I have described it as shown on the current GIS interactive map and the King County static Assessor’s Map.

The record description along the south boundary of Kingsgate Highlands Div. 5 is missing several courses to follow the GIS boundary along Kingsgate Vista. I have edited the description to follow the intent as shown on the GIS maps.

The description then follows File No. 1711 to the Easterly right-of-way line of the Burlington Northern Railway right-of-way, (also known as Northern Pacific, Snoqualmie Branch) at which point it follows the most Easterly boundary of description contained in City of Kirkland Resolution, File No. 2293, to the South line of Section 22.

The remainder of the boundaries are from King County Resolutions 11057 and King County FPD #36 Resolution No. 265.



Preamble

All of Sections 2, 3, 10, 11, 12, 13, 14, 15 and portions of Sections 1, 4, 5, 9, 16, 23, and 24,  
Township 26 North, Range 4 East, W.M.;  
TOGETHER WITH all of Sections 1, 2, 10, 11, 12, 13, 14, 15, 23, 24 and portions of Sections 3,  
4, 7, 9, 16, 18, 21 and 22, Township 26 North, Range 5 East, W.M.;  
ALSO TOGETHER WITH all of 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22,  
Township 26 North, Range 6 East, W.M.;  
ALSO TOGETHER WITH portions of the First Class Shorelands of Lake Washington.

All in King County, Washington.

Metes and Bounds Description

Beginning at the intersection of the North line of the Northeast quarter of Section 4, Township  
26 North, Range 4 East, W.M. with the Northerly projection of the West line of 30<sup>th</sup> Avenue NE;  
Thence South, along said West line to the North line of NE 195<sup>th</sup> Street;  
Thence West, along said north line, to the East line of 25<sup>th</sup> Avenue NE;  
Thence South, along the Southerly extension of said East line, to the South line of said Northeast  
quarter of said Section 4;  
Thence West, along said South line, to the Center of said Section 4;  
Thence West, along the South line of the Northwest quarter of said Section 4, a distance of 48.89  
feet, more or less, to the Southwesterly line of Ballinger Way NE;  
Thence continuing West, along said South line, 603.00 feet, more or less, to the East line of the  
Plat of Woodford Heights, as recorded in Volume 66 of Plats, page 6, records of King County,  
Washington;  
Thence North, along said East line and along the Northerly extension thereof, to a point 75.00  
feet North of the Northeast corner of said Plat;  
Thence West, parallel with the North line of said Woodford Heights, 138.11 feet to a point 75.00  
feet East of the East line of the Plat of Robins Court, as recorded in Volume 95 of Plats, Page 4,  
records of said county;  
Thence North, parallel with the East line of said Plat, 75.00 feet;  
Thence West, parallel with the North line of said Plat of Woodford Heights, 75.00 feet to the  
East line of said Plat of Robins Court;  
Thence North, along the East line of said Plat of Robins Court, to the Northeast corner thereof;  
Thence West, along the North line of said Plat of Robins Court, to the Northwest corner thereof;  
Thence South, along the West line of said Plat of Robins Court to the North line of NE 195<sup>th</sup>  
Place;  
Thence West, along said North line, to the Northeasterly line of Forest Park Drive NE;  
Thence Northwesterly, along said Northeasterly line, to the East line of 19<sup>th</sup> Avenue NE;  
Thence Southerly to the South line of NE 196<sup>th</sup> Street;  
Thence Westerly and Southwesterly, along said South line and its Southwesterly extension, to  
the Northwest corner of Lot 24, Block 15, Plat of Lago Vista Addition, according to the Plat  
thereof recorded in Volume 30 of Plats, page 45-51, records of said county;  
Thence Southwesterly, along the West line of said Block 15, being the East line of 15<sup>th</sup> Avenue  
NE, to the Northwest corner of Bonnie Brook Condominium, according to the Plat thereof

recorded in Volume 50 of Condominiums, pages 37 to 40;

Thence East, along the North line of said Bonnie Brook Condominium and along the North line of Lot 5, Block 15, of said Lago Vista Addition, to the West line of 16<sup>th</sup> Avenue Northeast;

Thence Northerly, along said West line, to the point of intersection with the Westerly extension of the North line of Lot 23, Block 16 of said Lago Vista Addition;

Thence East, along said Westerly extension and along said North line of Lot 23, Block 16, to the West line of Lot 2 of said Block 16;

Thence Southerly, along said West line, to the South line of said Lot 2;

Thence East, along said South line of Lot 2, to the West line of 18<sup>th</sup> Avenue NE;

Thence Southeasterly to the Northwest corner of Lot 1, Block 18 of said Lago Vista Addition;

Thence Southerly, along the West line of said Lot 1, to the South line thereof;

Thence East, along said South line, to the Northwest corner of Lot 2 of said Block 18;

Thence Southerly, along the West line of Lots 2 through 17, to the Southwest corner of Lot 17, Block 18 of said Lago Vista Addition;

Thence East, along the South line of said Lot 17, to the West line of 20<sup>th</sup> Avenue NE;

Thence Southerly, along said West line of 20<sup>th</sup> Avenue NE and its Southerly extension, to the North line of the South half of the Southwest quarter of Section 4, Township 26 North, Range 4 East, W.M.;

Thence East, along said North line of the South half, to the point of intersection with the Northerly extension of the West line of King County Short Plat (KCSP) 180020, recorded under Recording Number 8102040780, records of said county, said line having a bearing of South 00°48'01" West;

Thence Southerly, along said extended line, said West line and its Southerly extension, to the South line of Northeast Perkins Way (also known as Road No. 1037 est. 10-13-14);

Thence Southeasterly, along said South line, to the West line of KCSP S89S0179, recorded under Recording Number 9206119001 (AFFS of Corr.: 9309292466 and 9310050886);

Thence Southerly, along said West line, to the South line of the Southwest quarter of said Section 4;

Thence Westerly, along said South line, to the point of intersection with the Northwesterly extension of the Northeast line of 25<sup>th</sup> Avenue NE;

Thence Southerly, along said Northwesterly extension and along the Northeasterly and Easterly line of 25<sup>th</sup> Avenue NE, to the Southwest corner of Lot 9, Block 32, Lake Forest Park 3<sup>rd</sup> Addition, according to the Plat thereof recorded in Volume 22 of Plats, page 4, except that portion conveyed for road purposes;

Thence Southwesterly to the Northwest corner of Lot 2, Block 23 of said Plat, except those portions conveyed for road purposes;

Thence Southwesterly and Southerly, along the Easterly line of 25<sup>th</sup> Avenue NE, to Northeasterly line of NE 168<sup>th</sup> Street;

Thence Easterly, along said Northeasterly line, to the Northwesterly extension of the West line of Block 1, Miller's Addition to Lake Forest Park, according to the Plat thereof recorded in Volume 37 of Plats, pages 50 and 51, records of said county;

Thence Southerly, Southwesterly, Easterly and Southerly, along said Northwesterly extension and along the Westerly line of said Block 1, to the South line of Section 9, Township 26 North, Range 4 East, W.M.

Thence East, along said South line, to the West line of Briercrest Addition, according to the Plat thereof recorded in Volume 46 of Plats, Page 69, Records of said county;

Thence South, along said West line and its Southerly extension, to the South line of NE 160<sup>th</sup> Street;

Thence East, along said South line, to the Northwest corner of Lot 14, Block 10, Plat of State Plat, according to the Plat thereof recorded in Volume 42 of Plats, pages 10 and 11, records of said county;

Thence Southerly, along the Easterly line of 30<sup>th</sup> Avenue NE, to a point on said Easterly line, 21 feet Southerly of the Southwest corner of said Lot 14;

Thence South 87°57'18" East 65.54 feet;

Thence North 00°36'08" East 4.0 feet;

Thence South 87°57'18" East 65.54 feet;

Thence South 00°36'08" West 418.00 feet;

Thence South 87°57'18" East 10.92 feet;

Thence South 00°36'08" West 87 feet to the North line of NE 158<sup>th</sup> Street;

Thence Southerly to the Northwest corner of Lot 1, Block 11 of said Plat of State Plat and the Southerly line of NE 158<sup>th</sup> Street;

Thence Easterly, along said Southerly line, to the Northwest corner of Lot 1, Block 12, said Plat of State Plat;

Thence South, along the West line of Lots 1 through 7, said Block 12 and its Southerly extension, to the North line of the Plat of Cypress Section, Acacia Memorial Park, according to the Plat thereof recorded in Volume 93 of Plats, pages 33 and 34, records of said county, being also the South line of NE 155<sup>th</sup> Street;

Thence West, along said North line of said Cypress Section and along the North line of Acacia Park, according to the Plat thereof recorded in Volume 29 of Plats, pages 5-6, records of said county, being also the South line of NE 155<sup>th</sup> Street, to the East line of 27<sup>th</sup> Avenue NE;

Thence South, along said East line of 27<sup>th</sup> Avenue NE and along the West line of Acacia Memorial Park, according to the Plat thereof recorded in Volume 80 of Plats, page 86, records of said county, being the East line of said 27<sup>th</sup> Avenue NE, to the South line of said Acacia Memorial Park, being the North line of NE 150<sup>th</sup> Street;

Thence East, along the South line said Acacia Memorial Park plats: Birch Section, Volume 80, page 86 and Elm Section, Volume 51, page 52, to the West line Lot 12, Block 1, Chittendens Terrace Park recorded in Volume 30, pages 37-38, records of said county;

Thence South, along the West line of said Lot 12, to the Southwest corner thereof;

Thence Easterly, along the South line of said Block 1, Chittendens, to the West line of Bothell Way NE;

Thence Southerly, along the West line of said Bothell Way NE and its Southerly extension, to the South line of the Southeast quarter of Section 16, Township 26 North, Range 4 East, W.M.;

Thence East, along the South line of said Section 16 and along the South line of Section 15, said Township and Range and its Easterly extension, to the Inner Harbor Line of Lake Washington;

Thence Northerly and Easterly, along said Inner Harbor Line, to the projected East line of Section 10, Township 26 North, Range 4 East, W.M.;

Thence North, along said projected East line, to the projected South line of the Northwest quarter of Section 11, Township 26 North, Range 4 East, W.M.;

Thence East, along said projected South line, to the Inner Harbor Line of Lake Washington;  
Thence North 52°40'00" East, along said Inner Harbor Line;  
Thence South 83°00'00" East, along said Inner Harbor Line, to the projected West line of Government Lot 2 of Section 11;  
Thence South, along said projected West line, to the Outer Harbor Line of Lake Washington;  
Thence East, along said Outer Harbor Line, to the Harbor Line running along the West Line of City of Kenmore Boundary Line Adjustment BLA2003-110 filed under King County Recording Number 20040318900001;  
Thence South 00°00'00" East, along said West line and its Southerly extension and along said Harbor Line, to the Inner Harbor Line;  
Thence Southerly, along the Inner Harbor Line running along the East side of Lake Washington, to the South line of the Community Waterway Tract per the Plat of Arrowhead Point, according to the Plat thereof recorded in Volume 32 of Plats, page 11;  
Thence Southeasterly, along the South line of said Community Waterway Tract, to the Northwest corner of Lot 6, said Plat of Arrowhead Point;  
Thence Southerly, along the West line of said Lot 6, to the shoreline of Lake Washington;  
Thence Southerly, along said Shoreline, to the North line of King County Short Plat No. 985037 (Alteration), recorded under Recording No. 9111180963, records of King County, Washington;  
Thence Easterly, along said North line and along the North line of Lot 2, King County Short Plat 273020, recorded under Recording No. 7601230425, records of said county, to the West line of 62<sup>nd</sup> Avenue NE;  
Thence Southerly, along said West line, to the North line of the Southeast quarter of Section 23, Township 26 North, Range 4 East, W.M.;  
Thence Easterly, along said North line, to the East line of said 62<sup>nd</sup> Avenue NE;  
Thence Southerly, along said East line, to the North line of King County Short Plat Number 376072, recorded under Recording Number 7607290790, records of said county;  
Thence Easterly, along the North line of said King County Short Plat 376072 and along the North line of King County Short Plat 682031, recorded under Recording Number 8404240701, and King County Short Plat S89S0226, recorded under Recording Number 8908311935, all in records of said county and its Easterly extension, to the West line of Holmes Point Drive NE;  
Thence Northerly and Easterly, along said West line, to the West line of Juanita Drive NE;  
Thence Northerly, along said West line of Juanita Drive NE, to the Westerly extension of the North line of NE 143<sup>rd</sup> Street;  
Thence Easterly, along said extension, and along the North line of said NE 143<sup>rd</sup> Street, and along the North line of NE 145<sup>th</sup> Street to the Westerly line of 92<sup>nd</sup> Avenue NE;  
Thence Northerly, along said Westerly line and its Northerly extension, to the Northeasterly line of Simonds Road NE;  
Thence Northwesterly, along said Northeasterly line, to the South line of NE 152<sup>nd</sup> Place;  
Thence Easterly, along said South line, to the East line of the Southwest quarter of Section 18, Township 26 North, Range 5 East, W.M.;  
Thence North, along said East line, to the North line of the Northwest quarter of said Section 18;  
Thence West, along said North line, to the West line of the East half of the Southwest quarter of Section 7, Township 26 North, Range 5 East, W.M.;  
Thence North, along said West line, to the South line of the Northeast quarter of the Southwest

quarter of said Section 7;

Thence East, along said South line, to the West line of City of Bothell Short Plat No. D 83-112, recorded under Recording No. 8503260662, records of said county;

Thence Northerly, along the West line of said Short Plat, and its Northerly extension, to the Southerly line of Bothell Way NE;

Thence Westerly, along said Southerly line of Bothell Way NE, to the East line of Section 12, Township 26 North, Range 4 East, W.M.;

Thence North, along the East line of said Section 12 and along the East line of Section 1, said Township and Range, to the South line of the North half of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 1;

Thence West, along said South line, to the West line of the East 200 feet of the Southeast quarter of said Section 1;

Thence Northerly, along said West line, to the South line of the Northeast quarter of the Southeast quarter of said Section 1;

Thence West, along said South line, to the West line of the East 250 feet of the Northeast quarter of the Southeast quarter of said Section 1;

Thence Northerly, along said West line, to the North line of the South 247.83 feet of the Northeast quarter of the Southeast quarter of said Section 1;

Thence Easterly, along said North line, to the East line of said Section 1;

Thence North, along said East line, to the Northeast corner of said Section 1;

Thence West, along the North line of Sections 1, 2, 3 and 4, said Township and Range, to the Point of Beginning;

TOGETHER WITH the following described area:

Beginning at a point on the North line of the Northeast quarter of Section 4, Township 26 North, Range 5 East, W.M., which point is on the Northerly prolongation of the West right-of-way line of 130<sup>th</sup> Avenue NE;

Thence Southerly, along said Northerly prolongation and along the West right-of-way line of 130<sup>th</sup> Avenue NE to the Northeast corner of Lot 4 of the Plat of Parkhurst Gardens No. 2 recorded in Volume 101 of Plats at pages 1 and 2 and corrected in Volume 102 of Plats, pages 38 through 40, records of King County, Washington, said Northeast corner being on the Bothell City Limits per Ordinance No. 725;

Thence Easterly, along the Easterly prolongation of the North line of said Parkhurst Gardens No. 2, to the East right-of-way line of 130<sup>th</sup> Avenue NE;

Thence South, along the East right-of-way line of 130<sup>th</sup> Ave NE to the East right-of-way line of 130<sup>th</sup> Place NE;

Thence Southeasterly, along said East right-of-way line of 130<sup>th</sup> Place NE to the South line of the Northwest quarter of the Southwest quarter of Section 3, Township 26 North, Range 5 East, W.M.;

Thence West, along said South line and the South line of the Northeast quarter of the Southeast quarter of Section 4, Township 26 North, Range 5 East, W.M., to the Northwest corner of Lot 2 of King County Short Plat No. 1277089, filed under Recording No. 7910120764, records of King County, Washington, said point being on the East line of Bothell City Limits according to ordinance No. 584;

Thence South, along the West line of said Short Plat and following said Bothell City Limits, and along the East line of the Plat of Pioneer Hills, as recorded in Volume 111 of Plats at pages 69-72, records of King County, Washington, to the South line of said Section 4;

Thence East, along the South line of said Section 4 and Bothell City Limits, according to Ordinance No. 975, to the East right-of-way Line of 132<sup>nd</sup> Avenue Northeast;

Thence South, along said East right-of-way line and along the Bothell City Limits, to the South line of the Northwest quarter of the Northwest quarter of Section 10, Township 26 North, Range 5 East, W.M.;

Thence West, along said South line and along the South line of the Northeast quarter of the Northeast quarter of Section 9, said Township and Range, and along said Bothell City Limits to intersect the limited access line on the North side of State Route 522 as shown on right-of-way plan titled, "SR 522, SR 405 Vic. to N.E. 195<sup>th</sup> St. Interchange Vic.", dated July 12, 2007, sheets 2, 3 and 4 of 10, on file with the Washington State Department of Transportation;

Thence Westerly, along said limited access line, and along said Bothell City Limits, to the West line of the Northeast quarter of said Section 9;

Thence South, on said West line and along said Bothell City Limits, to the centerline of the Sammamish River;

Thence Westerly, along said centerline, and along said Bothell City Limits, to the Northwest corner of that certain parcel as shown on Record of Survey file under King County Recording Number 8807279002;

Thence Southerly, along the West line of said parcel and along said Bothell City Limits, to the South line of said Parcel, being the North line of the Northern Pacific Railroad right-of-way;

Thence Easterly, along said North line and along said Bothell City Limits, to the Northerly extension of the Westerly line of Parcel A of Woodinville Boundary Line Adjustment BLA 2004-096 filed under King County Recording Number 20050408900001;

Thence Southwesterly, along said extension and along said Westerly line, being the Bothell City Limits, to the South line of the Northwest quarter of said Section 9;

Thence East, along said South line and along said Bothell City Limits, to a point which is 275 feet West of the Northeast corner of the Southwest quarter of said Section 9;

Thence South, parallel with the East line of said Southwest quarter and along said Bothell City Limits, a distance of 150 feet;

Thence East, parallel with the North line of the Southwest quarter of said Section 9, and along the Bothell City Limits, to the to the West right-of-way line of 124<sup>th</sup> Ave NE;

Thence Southerly, along said West right-of-way line, to its intersection with the North-South centerline of said Section 9;

Thence South, along said North-South centerline, to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 9;

Thence East, along the South line of the Northwest quarter of the Southeast quarter of said Section 9, to the most Easterly right-of-way line of 124<sup>th</sup> Avenue NE;

Thence Southerly, along said Easterly right-of-way line, to the South line of said Section 9;

Thence West, along the South line of said Section 9, to the West right-of-way line of 124<sup>th</sup> Avenue NE;

Thence South, along said West right-of-way line, to the intersection with the Westerly extension of the South boundary of Kingsgate Highlands Division 5, recorded in Volume 88 of Plats at

pages 1 through 5, Records of King County, Washington;

Thence East, along said Westerly extension, and along said South boundary, to the Southeast corner of Lot 928, said plat of Kingsgate Highlands Division 5;

Thence North, along the West boundary of said Lot 928, to the Southwest corner of the plat of Kingsgate Vista, recorded in Volume 107 of Plats at pages 52 and 53, records of King County, Washington;

Thence East, along the South boundary of said plat of Kingsgate Vista and its Easterly projection, to the West right-of-way line of 132<sup>nd</sup> Avenue NE;

Thence Southerly, along said West right-of-way line, to the South right-of-way line of NE 143<sup>rd</sup> Place;

Thence Easterly, along the South right-of-way line of said NE 143<sup>rd</sup> Place, to the West line of the Puget Sound Power and Light Co. transmission line easement as located in the Northwest quarter of the Northwest quarter of Section 22, Township 26, Range, 5 East, W.M.;

Thence South, along said West line, to the South line of the Northwest quarter of said Section 22;

Thence Easterly, along said South line, to the Northwest corner of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section 22;

Thence South to the Southwest corner of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section 22;

Thence East, along the South line thereof, to the North-South centerline of said Section 22;

Thence North, along said North-South centerline, to the Center of said Section 22;

Thence West, along the East-West centerline thereof, 310 feet, more or less, to the Southwest corner of Tax Parcel 9108 in the Southeast quarter of the Northwest quarter of said Section 22;

Thence North 7°10'00" West, along the West line of said Tax Parcel 9108, 380 feet, more or less, to the Northwest corner thereof;

Thence North 77°15'00" East, along the North line of said Tax Parcel 9108, to the Westerly right-of-way line of the Burlington Northern Railway right-of-way (also known as Northern Pacific Belt Line);

Thence Southerly, along said Westerly right-of-way line, to the South line of the Northeast quarter of said Section 22;

Thence East, along the South line of the Northeast quarter of Section 22, to the Easterly right-of-way line of the Burlington Northern Railway right-of-way, (also known as Northern Pacific, Snoqualmie Branch);

Thence Southerly, along said Easterly right-of-way line, to the South line of said Section 22;

Thence East, along the South lines of Sections 22, 23 and 24, Township 26 North, Range 5 East, W.M., to the Southeast corner of said Section 24;

Thence East, along the South lines of Section 19, 20, 21 and 22, Township 26 North, Range 6 East, W.M., to the Southeast corner of said Section 22;

Thence North, along the East lines of Sections 22, 15, 10 and 3, said Township and Range, to the Northeast corner of said Section 3;

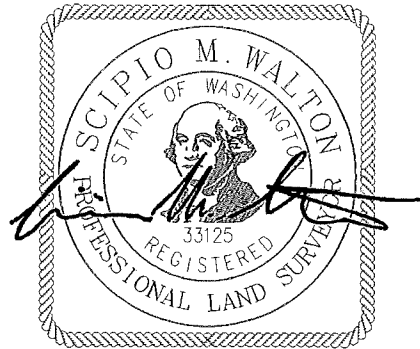
Thence West, along the North lines of Sections 3, 4, 5 and 6, said Township and Range, to the Northwest corner of said Section 6;

Thence West, along the North lines of Sections 1, 2, 3 and 4, Township 26 North, Range 5 East, W.M., to the Point of Beginning.

Combined Northshore Fire District 16 and Woodinville Fire & Rescue  
Description

1-4-2021  
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All in King County, Washington.



1-4-2021



# EXHIBIT F

## **SEPA ENVIRONMENTAL CHECKLIST**

### **Purpose of checklist:**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

### **Instructions for applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### **Instructions for Lead Agencies:**

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

### **Use of checklist for non-project proposals:**

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements that do not contribute meaningfully to the analysis of the proposal.

**A. BACKGROUND**

1. Name of proposed project, if applicable:

**Proposed merger of King County Fire Protection District No. 16 d/b/a Northshore Fire Department ("Northshore Fire") into Woodinville Fire & Rescue ("WF&R")**

2. Name of applicant:

**King County Fire Protection District No. 16 d/b/a Northshore Fire Department ("Northshore Fire")**

3. Address and phone number of applicant and contact person:

**ATTN: Fire Chief  
7220 NE 181<sup>st</sup> Street  
Kenmore, WA 98028  
(425) 354-1780**

4. Date checklist prepared:

**October 22, 2020**

5. Agency requesting checklist:

**Woodinville Fire & Rescue ("WF&R")**

6. Proposed timing or schedule (including phasing, if applicable):

**The proposed merger of the Northshore Fire and WF&R (collectively referred to herein as the "Fire Districts") is anticipated to occur in mid-2021, pending a citizen vote on the April 2021 ballot to merge the Fire Districts. The proposed merger may be delayed to a subsequent ballot in late-2021 or early-2022.**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

**No. The Fire Districts are generally open to further consolidation. However, the Fire Districts have no specific plans for additions, expansions, or further activity related to the merger.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

**None.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

**No.**

10. List any government approvals or permits that will be needed for your proposal, if known.

**Northshore Fire has already petitioned WF&R, and WF&R has accepted the petition. The approval of the King County Boundary Review Board is required. Vote of the citizens of Northshore Fire to merge is required.**

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

**Proposed merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue. See attached Northshore Fire petition for merger.**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

**This proposal would affect the properties within the jurisdiction of Woodinville Fire & Rescue and King County Fire Protection District No. 16. See attached maps.**

## **B. ENVIRONMENTAL ELEMENTS**

### **1. EARTH**

- a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

**No development is occurring as a result of this non-project action. The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, and to the extent that area is the site, the topography varies.**

- b. What is the steepest slope on the site (approximate percent slope)?

**Not applicable for this is a non-project action.**

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

**Not applicable for this is a non-project action.**

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

**Not applicable for this is a non-project action.**

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

**No filling, excavation or grading is proposed as this is a non-project action.**

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

**Not applicable for this is a non-project action.**

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

**Not applicable for this is a non-project action.**

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

**Not applicable for this is a non-project action.**

## 2. AIR

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

**No construction or development is occurring as a result of this non-project action. To the extent a response is needed to this question for a non-project action, the merger will result in some changes in vehicle travel between the Fire Districts, but any change in emissions will have a negligible effect on air quality.**

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

**No.**

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**Not applicable for this is a non-project action.**

## 3. WATER

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.



**Not applicable as this is a non-project action. The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, and to the extent that area is the site, there are several surface water bodies which are shown on the enclosed maps in response to question A12 of this Checklist.**

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

**No.**

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

**No fill material will be used and no dredging will occur.**

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

**No surface water withdrawals or diversions are planned.**

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, which include areas that lie within the 100-year floodplain, but no development or construction is proposed within any of these areas as a result of this non-project action.**

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

**No discharge of waste materials is anticipated with this non-project action.**

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

**No groundwater will be withdrawn for this non-project action.**

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

**No waste material will be discharged into the ground or other sources as a result of this non-project action.**

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

**Not applicable for this is a non-project action.**

2) Could waste materials enter ground or surface waters? If so, generally describe.

**Not applicable for this is a non-project action.**

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

**The non-project action does not alter or affect drainage.**

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

**Not applicable as this is a non-project action.**

#### 4. PLANTS

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards, or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, which include several types of vegetation. But there is no site being developed or construction proposed that would impact the vegetation as a result of this non-project action.**

b. What kind and amount of vegetation will be removed or altered?

**None.**

c. List threatened and endangered species known to be on or near the site.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, there are likely threatened and endangered**

**species within these areas, but no development is planned that would remove these species and no impacts are anticipated as a result of this non-project action.**

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

**Not applicable for this is a non-project action.**

- e. List all noxious weeds and invasive species known to be on or near the site.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16. There are likely invasive species in this general area but are not impacted by this non-project action.**

## 5. ANIMALS

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other: \_\_\_\_\_  
mammals: deer, bear, elk, beaver, other: \_\_\_\_\_  
fish: bass, salmon, trout, herring, shellfish, other: \_\_\_\_\_

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16. Animals within that area include hawks, heron, eagles, songbirds, deer, beaver, other small mammals, bass, salmon, and trout.**

**The Washington Department of Fish and Wildlife Priority Habitats and Species data was reviewed on October 15, 2020 for the areas covered by the Fire Districts which identified the following species: purple martin, chinook salmon, Rainbow Trout, Sockeye, Coho, Fall Chinook, steelhead, Kokanee, resident coastal cutthroat, winter steelhead, Dolly Varden / Bull Trout, pileated woodpecker, Great Blue Heron, and little brown bat.**

- b. List any threatened and endangered species known to be on or near the site.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16. There are likely threatened and endangered species within these areas, but no development is planned that would affect habitat and no impacts are anticipated as a result of this non-project action.**

- c. Is the site part of a migration route? If so, explain.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16, which is in the Pacific Flyway.**

- d. Proposed measures to preserve or enhance wildlife, if any:

**Not applicable for this is a non-project action.**

- e. List any invasive animal species known to be on or near the site.

**The non-project action involves the area of Woodinville Fire & Rescue and King County Fire Protection District No. 16. There are likely invasive species in this general area but are not impacted by this non-project action.**

## 6. ENERGY AND NATURAL RESOURCES

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

**Not applicable for this is a non-project action.**

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

**Not applicable for this is a non-project action.**

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

**None proposed for this non-project action.**

## 7. ENVIRONMENTAL HEALTH

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

**None anticipated.**

- 1) Describe any known or possible contamination at the site from present or past uses.

**Not applicable for this is a non-project action.**

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

**Not applicable as this is a non-project action.**

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

**Not applicable for this is a non-project action.**

- 4) Describe special emergency services that might be required.

**None anticipated.**



5) Proposed measures to reduce or control environmental health hazards, if any:

**Not applicable for this is a non-project action.**

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

**No noise effects.**

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

**The merger of the Fire Districts is a non-project action that itself will not create any new noise. Fire and emergency vehicle sirens will continue to be used when the Fire Districts respond to emergency calls, but little to no additional siren use is anticipated as a result of the merger.**

3) Proposed measures to reduce or control noise impacts, if any:

**None.**

## 8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

**Not applicable for this is a non-project action.**

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

**Not applicable for this is a non-project action.**

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

**No.**

c. Describe any structures on the site.

**Fire stations and related office space are located throughout the Fire Districts. No change in these structures is planned as part of this non-project action.**

- d. Will any structures be demolished? If so, what?

**No.**

- e. What is the current zoning classification of the site?

**The Fire Districts include: Central Business District, General Commercial, General Mixed Use, Industrial/Manufacturing, Multi-Family Residential, Rural Area, Single-Family Residential, Agriculture-Related, Park/Golf Course/Trail/Open Space, and office/Business Park.**

- f. What is the current comprehensive plan designation of the site?

**The Fire Districts includes both urban and rural areas.**

- g. If applicable, what is the current shoreline master program designation of the site?

**Not applicable for this is a non-project action.**

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

**Not applicable for this is a non-project action.**

- i. Approximately how many people would reside or work in the completed project?

**Not applicable for this is a non-project action.**

- j. Approximately how many people would the completed project displace?

**Not applicable for this is a non-project action.**

- k. Proposed measures to avoid or reduce displacement impacts, if any:

**Not applicable for this is a non-project action.**

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

**Not applicable for this is a non-project action.**

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

**Not applicable for this is a non-project action.**

9. HOUSING

- a. Approximately how many units would be provided, if any? Indicate whether high-, middle-, or low-income housing.

**Not applicable for this is a non-project action.**

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle-, or low-income housing.

**Not applicable for this is a non-project action.**

- c. Proposed measures to reduce or control housing impacts, if any:

**Not applicable for this is a non-project action.**

#### 10. AESTHETICS

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

**Not applicable for this is a non-project action.**

- b. What views in the immediate vicinity would be altered or obstructed?

**Not applicable for this is a non-project action.**

- c. Proposed measures to reduce or control aesthetic impacts, if any:

**Not applicable for this is a non-project action.**

#### 11. LIGHT AND GLARE

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

**The merger of the Fire Districts is a non-project action that itself will not create any new light or glare. Fire and emergency vehicle lights will continue to be used when the Fire Districts respond to emergency calls, but little to no additional light usage is anticipated as a result of the merger.**

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

**No.**

- c. What existing off-site sources of light or glare may affect your proposal?

**Not applicable for this is a non-project action.**

- d. Proposed measures to reduce or control light and glare impacts, if any:

**Not applicable for this is a non-project action.**

#### 12. RECREATION

- a. What designated and informal recreational opportunities are in the immediate vicinity?

**Hiking, biking, boating, fishing, walking, park usage, lake, and river recreation, etc.**

- b. Would the proposed project displace any existing recreational uses? If so, describe.

**No.**

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

**Not applicable for this is a non-project action.**

#### 13. HISTORIC AND CULTURAL PRESERVATION

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

**Not applicable for this is a non-project action.**

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

**Not applicable for this is a non-project action.**

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

**Not applicable for this is a non-project action.**

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

**Not applicable for this is a non-project action.**

#### 14. TRANSPORTATION

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

**No change of access or impacts to use are anticipated for this non-project action.**

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

**The King County Metro public transit systems serve parts of the areas included in the Fire Districts.**



c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

**No change.**

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

**Not Applicable**

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

**No.**

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

**This non-project action may create a few additional daily trips between the consolidated Fire Districts' stations, but these additional trips, if any, are not anticipated to create any significant adverse impacts to traffic.**

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

**None anticipated.**

h. Proposed measures to reduce or control transportation impacts, if any:

**None.**

#### 15. PUBLIC SERVICES

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

**No.**

b. Proposed measures to reduce or control direct impacts on public services, if any.

**None necessary. Approval of the proposed merger will reduce or control direct impacts on public services within the areas served by the Fire Districts.**

#### 16. UTILITIES

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other: \_\_\_\_\_


**Not applicable for this is a non-project action.**

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

**Not applicable for this is a non-project action.**

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:   
Name of signee: Greg Ahearn  
Position and Agency/Organization: Fire Chief, Woodinville Fire & Rescue  
Date Submitted: October 22, 2020

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

**The proposed merger of the Fire Districts will not likely increase discharges, emissions, production of noise, or the production, storage or release of toxic or hazardous substances. The proposed merger of the Fire Districts will create efficiencies in operations and response times, likely resulting in a decrease in the above effects.**

Proposed measures to avoid or reduce such increases are:

**None.**

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

**The proposed merger of the Fire Districts will not likely affect plants, animals, fish or marine life.**

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

**None.**

3. How would the proposal be likely to deplete energy or natural resources?

**The proposed merger of the Fire Districts will not likely deplete energy or natural resources.**

Proposed measures to protect or conserve energy and natural resources are:

**None.**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

**The proposed merger of the Fire Districts will not likely use or affect environmentally sensitive areas, or areas designated for government protection.**

Proposed measures to protect such resources or to avoid or reduce impacts are:

**None.**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**The proposed merger of the Fire Districts will not likely affect land or shoreline use in a manner incompatible with existing uses or plans.**

Proposed measures to avoid or reduce shoreline and land use impacts are:

**None.**

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

**The proposed merger of the Fire Districts will not likely increase demands on transportation or public services and utilities. Rather, the proposed merger of the Fire Districts will likely create efficiencies in public services, reducing demands on existing operations of the two separate Fire Districts.**

Proposed measures to reduce or respond to such demand(s) are:

**None.**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

**The proposed merger of the Fire Districts will not conflict with local, state, or federal laws or requirements for the protection of the environment.**

## **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. 36 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, 2021, 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).

**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 14th 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**

**Electronically Signed**

David Maehren, Commissioner

Rick Verlinda, Commissioner

**Electronically Signed**

Josh Pratt, Commissioner

Don Ellis, Commissioner

**Electronically Signed**

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 14, 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 14<sup>th</sup> of September, 2020.

  
\_\_\_\_\_  
Dawn Killion, Interim District Secretary

**From:** [Dave Maehren](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Wednesday, September 16, 2020 9:48:00 AM  
**Attachments:** [image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 16th day of September, 2020 by Commissioner David C. Maehren.**

*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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**From:** Dawn Killion  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <dmaehren@northshorefire.com>; Don Ellis <dellis@northshorefire.com>; Josh Pratt <jpratt@northshorefire.com>; Richard Webster <rwebster@northshorefire.com>; Rick Verlinda <RVerlinda@northshorefire.com>  
**Cc:** Greg Ahearn <gahearn@northshorefire.com>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

Good morning Commissioners,

Attached please find the Petition – Merging District for Northshore into Woodinville that was approved during the September 14<sup>th</sup> Special Meeting.

At your earliest availability, please respond to this email with your electronic signature using the following verbiage:

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**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](http://www.northshorefire.com)

[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)



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**From:** [Josh Pratt](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Thursday, September 17, 2020 8:40:49 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 17<sup>th</sup> day of September, 2020 by Commissioner Josh Pratt.**

**From:** Dawn Killion  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <dmaehren@northshorefire.com>; Don Ellis <dellis@northshorefire.com>; Josh Pratt <jpratt@northshorefire.com>; Richard Webster <rwebster@northshorefire.com>; Rick Verlinda <RVerlinda@northshorefire.com>  
**Cc:** Greg Ahearn <gahearn@northshorefire.com>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

Good morning Commissioners,

Attached please find the Petition – Merging District for Northshore into Woodinville that was approved during the September 14<sup>th</sup> Special Meeting.

At your earliest availability, please respond to this email with your electronic signature using the following verbiage:

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**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](http://www.northshorefire.com)

[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)



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**From:** [Richard Webster](#)  
**To:** [Dawn Killion](#)  
**Subject:** RE: Electronic Signature - Petition Merging District Northshore into Woodinville Document  
**Date:** Wednesday, September 16, 2020 3:17:29 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this 16th day of September, 2020 by Commissioner Rick Webster.**

**From:** Dawn Killion <[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)>  
**Sent:** Wednesday, September 16, 2020 8:23 AM  
**To:** Dave Maehren <[dmaehren@northshorefire.com](mailto:dmaehren@northshorefire.com)>; Don Ellis <[dellis@northshorefire.com](mailto:dellis@northshorefire.com)>; Josh Pratt <[jpratt@northshorefire.com](mailto:jpratt@northshorefire.com)>; Richard Webster <[rwebster@northshorefire.com](mailto:rwebster@northshorefire.com)>; Rick Verlinda <[RVerlinda@northshorefire.com](mailto:RVerlinda@northshorefire.com)>  
**Cc:** Greg Ahearn <[gahearn@northshorefire.com](mailto:gahearn@northshorefire.com)>  
**Subject:** Electronic Signature - Petition Merging District Northshore into Woodinville Document

Good morning Commissioners,

Attached please find the Petition – Merging District for Northshore into Woodinville that was approved during the September 14<sup>th</sup> Special Meeting.

At your earliest availability, please respond to this email with your electronic signature using the following verbiage:

**The Petition – Merging District – Northshore into Woodinville is Approved and Electronically Signed this \_\_\_\_\_ day of September, 2020 by Commissioner \_\_\_\_\_.**

Thank you!

*Dawn Killion*

**Finance Specialist / Interim Board Secretary**

**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](http://www.northshorefire.com)

[dkillion@northshorefire.com](mailto:dkillion@northshorefire.com)



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# **EXHIBIT G**

STATE ENVIRONMENTAL POLICY ACT

Determination of Non-Significance

October 22, 2020

**Lead Agency:** Woodinville Fire & Rescue

**Agency Contact:** Fire Chief Greg Ahearn

**Agency File Number:** Not Applicable

**Description of Proposal:** Proposed merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue.

**Location of Proposal:** Jurisdictional areas of King County Fire Protection District No. 16 and Woodinville Fire & Rescue

**Applicant:** King Fire Protection District No. 16 d/b/a Northshore Fire Department  
7220 NE 181st Street  
Kenmore, WA 98028  
(425) 354-1780

Woodinville Fire & Rescue has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). We have reviewed the attached Environmental Checklist and other information on file with the lead agency. This information is available to the public on request.

This determination is based on the following findings and conclusions:

*Proposed merger will primarily only adjust the jurisdictional boundaries of the Fire Districts. The proposed merger is a non-project action that will not involve construction, development of a physical site or alterations to the physical environment.*

This DNS is issued under WAC 197-11-340(2) and the comment period will end on November 5, 2020.

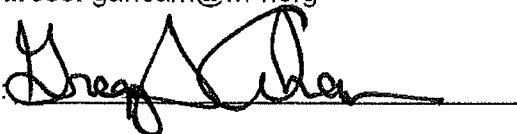
**Responsible Official:** Fire Chief Greg Ahearn

**Address:** 17718 Woodinville Snohomish Rd NE, Woodinville, WA 98072

**Telephone Number:** (425) 483-2131

**Email Address:** gahearn@wf-r.org

Signature: \_\_\_\_\_



Date: October 22, 2020

Appeal process: There is no agency appeal.

# EXHIBIT H

**Exhibit H**  
**List of Agencies Within Ten (10) Mile Radius**

**KING COUNTY**

**Counties**

King County  
516 Third Avenue  
Seattle, WA 98104  
(206) 296-0100

City of Redmond  
15670 NE 85th Street  
P.O. Box 97010  
Redmond, WA 98073-9710  
(425) 556-2900

**Cities and Towns**

City of Shoreline  
17500 Midvale Avenue N.  
Shoreline, WA 98133  
(206) 801-2700

City of Duval  
15535 Main Street NE  
PO Box 1300  
Duvall, WA 98019  
(425) 788-1185

City of Seattle  
600 Fourth Avenue  
Seattle, WA 98104  
(206) 684-2489

City of Carnation  
4621 Tolt Avenue  
PO Box 1238  
Carnation, WA 98014-1238  
(425) 333-4192

City of Bothell  
18415 101st Avenue NE  
Bothell, WA 98011  
(425) 806-6100

City of Sammamish  
801 228th Avenue SE,  
Sammamish, WA 98075  
(425) 295-0500

City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155  
(206) 368-5440

City of Bellevue  
450 110th Avenue NE  
Bellevue, WA 98004  
(425) 452-6800

City of Kenmore  
18120 68th Avenue NE  
Kenmore, WA 98028  
(425) 398-8900

City of Medina  
501 Evergreen Point Road  
Medina, WA 98039  
(425) 233-6400

City of Woodinville  
17301 133rd Avenue NE  
Woodinville, WA 98072  
(425) 489-2700

City of Clyde Hill  
9605 NE 24th Street  
Clyde Hill, WA 98004  
(425) 453-7800

City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033  
(425) 587-3000

Town of Hunts Point  
3000 Hunts Point Road  
Hunts Point, WA 98004  
(425) 455-1834



City of Yarrow Point  
4030 95th Avenue NE  
Yarrow Point, WA 98004  
(425) 454-6994

City of Mercer Island  
9611 SE 36th Street  
Mercer Island, WA 98040  
(206) 275 7600

**Fire Districts / Regional Fire Authorities**

Shoreline Fire Department  
17525 Aurora Avenue N  
Shoreline WA 98133  
(206) 533-6500

King County Fire District No. 45  
15600 1st Avenue NE  
PO Box 338  
Duvall, WA. 98019  
(425) 788-1625

King County Fire District No. 34  
8450 161st Avenue NE  
Redmond, WA 98052  
(425) 556-2226

King County Fire District No. 10  
175 Newport Way Northwest  
Issaquah, WA 98027  
(425) 313-3200

King County Fire District No. 27  
4301 334th PL SE  
PO Box 609  
Fall City, WA 98024  
(425) 222-5841

**School Districts**

Shoreline School District 412  
18560 1st Avenue NE  
Shoreline, WA 98155  
(206) 393-6111

Seattle Public Schools  
2445 3rd Avenue S  
Seattle, WA 98134  
(206) 252-0000

Northshore School District 417  
3330 Monte Villa Parkway  
Bothell, WA 98021  
(425) 408-6000

Riverview School District  
15510 1st Avenue NE  
PO Box 519  
Duvall, WA 98019  
(425) 844-4500

Lake Washington School District #414  
P.O. Box 97039  
Redmond, WA 98073  
(425) 936-1200

Bellevue School District  
12111 NE 1st Street  
Bellevue, WA 98005  
(425) 456-4000

Snoqualmie Valley School District  
8001 Silva Avenue SE  
PO Box 400  
Snoqualmie, WA 98065  
(425) 831-8000

Issaquah School District 411  
5150 220th Avenue SE  
Issaquah, WA 98029  
(425) 837-7000

**Sewer Districts**

Ronald Wastewater District  
17500 Midvale Avenue N  
Shoreline, WA 98133  
(206) 306-3253

Sammamish Plateau Water and Sewer  
District  
1510 228th Avenue SE  
Sammamish, WA 98075  
(425) 392-6256

Highlands Sewer District  
181 NW 155th Street  
Seattle, WA 98125  
(206) 362-2969

**Water Districts**

Lake Fest Park Water District  
4029 NE 178th St  
Lake Forest Park, WA 98155  
(206) 365-3211

North City Water District  
PO Box 55367  
Shoreline, WA 98155  
(206) 362-8100

Woodinville Water District  
P.O. Box 1390  
Woodinville, WA 98072  
(425) 487-4100

King County Water District 119  
32730 NE Big Rock Rd  
Duvall WA 98019  
(425) 788-2885

King County Water District 1  
4640 95th Avenue N.E.  
Yarrow Point, WA 98004-1301  
(425) 450-0791

**Sewer and Water Districts**

Northshore Utility District  
6830 NE 185th Street  
Kenmore, WA 98028  
(425) 398-4400

Northeast Sammamish Sewer and Water  
District  
3600 Sahalee Way NE  
Sammamish, WA 98074  
(425) 868-1144

**Hospital Districts**

King County Public Hospital District No. 2  
12040 NE 128th Street  
Kirkland, WA 98034  
(425) 899-2621

King County Public Hospital District No. 4  
9801 Frontier Avenue SE  
Snoqualmie, WA 98065  
(425) 831-2313

**Port Districts**

Port of Seattle  
PO Box 1209  
Seattle, WA 98111  
(206) 787-3000

**Transportation Authority**

Sound Transit Regional Transportation  
Authority  
401 S. Jackson Street  
Seattle, WA 98104  
(206) 398-5000

## SNOHOMISH COUNTY

### Counties

Snohomish County  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3411

City of Snohomish  
P.O. Box 1589  
116 Union Avenue  
Snohomish, WA 98291-1589  
(360) 568-3115

### Cities and Towns

Town of Woodway  
23920 113th Place W.  
Woodway, WA 98020  
(206) 542-4443

City of Monroe  
806 West Main Street  
Monroe, WA 98272  
(360) 794-7400

City of Edmonds  
121 5th Avenue N  
Edmonds, WA 98020  
(425) 775-2525

City of Sultan  
PO Box 1199  
319 Main Street  
Sultan, WA, 98294-1199  
(360) 793-2231

City of Mountlake Terrace  
6100 219th Street SW  
Suite 200  
Mountlake Terrace, WA 98043  
(425) 776-1161

### Fire Districts / Regional Fire Authorities

Snohomish County Fire District No. 10  
330 228th Street SW  
Bothell, WA 98021  
(425) 806-6242

City of Brier  
2901 228th Street SW  
Brier, WA 98036  
(425) 775-5440

Snohomish County Fire District No. 4  
1525 Avenue D  
Snohomish, WA 98290  
(360) 568-2141

City of Lynnwood  
19100 44th Avenue W  
Lynnwood WA 98036  
(425) 670-5000

Snohomish County Fire District No. 7  
953 Village Way  
Monroe, WA 98272  
(360) 794-7666

City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
(425) 745-1891

Snohomish County Fire District No. 5  
PO Box 149  
33021 Cascade View Drive  
Sultan, WA 98294  
(360) 793-1179

City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275  
(425) 263.8000

Snohomish County Fire District No. 16  
1205 S Lake Roesiger Rd  
Snohomish, WA 98290  
(360) 568-1954

City of Everett  
2930 Wetmore Avenue  
Everett, WA 98201, USA  
(425) 257-8700

South Snohomish County Fire & Rescue  
Regional Fire Authority  
12425 Meridian Avenue  
Everett, WA 98208  
(425) 551-1200

**School Districts**

Edmonds School District 15  
20420 68th Avenue W.  
Lynnwood, WA 98036  
(425) 431-7000

Everett School District 2  
3900 Broadway  
Everett, WA 98201  
(425) 385-4000

Mukilteo School District 6  
9401 Sharon Drive  
Everett, WA 98204  
(425) 356-1274

Snohomish School District 201  
1601 Avenue D  
Snohomish, WA 98290  
(360) 563-7300

Monroe School District 103  
14692 179th Avenue SE  
Monroe, WA 98272  
(360) 804-2500

Sultan School District 311  
514 4th Street  
Sultan, WA 98294  
(360) 793-9800

**Water Districts**

Olympic View Water District  
8128 228th Street SW  
Edmonds, WA 98026-8449  
(425) 774-7769

Alderwood Water and Wastewater District  
3626 156th Street SW  
Lynnwood, WA 98087  
(425) 787-0220

Cross Valley Water District  
8802 180th Street SE  
Snohomish, WA 98296-4804  
(360) 668-6766

Mukilteo Water and Wastewater District  
7824 Mukilteo Speedway  
Mukilteo, WA 98275  
(425) 355-3355

Silver Lake Water and Sewer District  
15205 41st Avenue SE  
Bothell, WA 98012  
(425) 337-3647

Startup Water District  
14310 367th Avenue SE  
Startup, WA 98293  
(360) 793-1833

Highland Water District  
PO Box 158  
Monroe, WA 98272  
(360) 794-6900

**Sewer and Water Districts**

Snohomish County Public Utility District  
PO Box 1107  
Everett, WA 98206-1107  
(425) 783-1000

**Hospital Districts**

Snohomish County Hospital District No. 1  
14701 179TH Avenue SE  
Monroe, WA, 98272-1108  
(360) 794-7497

Snohomish County Hospital District No. 2  
4710 196th Street SW  
Lynnwood, WA 98036  
(425) 582-8600

**Port Districts**

Port of Edmonds  
336 Admiral Way  
Edmonds, WA 98020  
(425) 775-4588

Port of Everett  
1205 Craftsman Way, Suite 200  
Everett, WA 98201  
(425) 259-3164

# EXHIBIT I

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

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

**I. RECITALS**

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

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

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

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

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

**II. TERMS**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

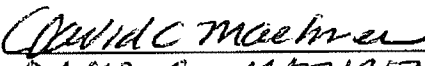
**IN WITNESS WHEREOF**, this Agreement has been executed by each Party on the date set forth below:

**WOODINVILLE FIRE & RESCUE**

By:   
Roger Collins, Chair  
Board of Fire Commissioners

Date: 2/13/2020

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

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

Date: 02/05/2020

APPROVED AS TO FORM:

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

Date: 2/10/2020

## EXHIBIT A

### SCOPE OF WORK

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

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

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

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

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

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

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

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

Pursuant to Paragraph 5.3 of the Interlocal Agreement between King County Fire Protection District No. 16 and Woodinville Fire & Rescue for Administrative Services (hereinafter, "Agreement"), the parties have agreed to amend said Agreement, effective April 1, 2020, as follows:

5. **Compensation for Services.** Northshore shall pay WF&R \$10,200 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 Fire Chief's total cost of compensation and discounting such amount by approximately 12% to account for those meetings which the WF&R Fire Chief attends as a representative of both parties. WF&R shall provide not less than ten (10) calendar days' notice of any increase in the Fire Chief's total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

All other terms of the original Agreement remain in effect as stated in the original document.

**WOODINVILLE FIRE & RESCUE**

*Roger Collins*  
Roger Collins, Chair  
Board of Fire Commissioners

Date: April 7, 2020

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

**Electronically signed**  
David Maehren, Chair  
Board of Fire Commissioners

Date: 4/08/2020



**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: Electronically Signed\_\_\_\_\_  
David C. Maehren, Chair  
Board of Fire Commissioners

Date: September 1, 2020

Date: September 1, 2020

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)

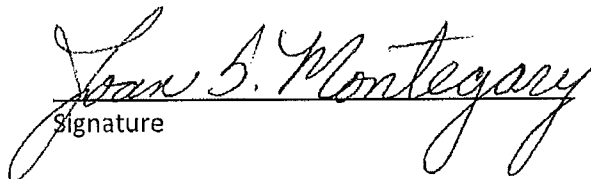
I, Joan S. Montegary, am an employee of WOODINVILLE FIRE & RESCUE ("WF&R"). I understand that NORTSHORE FIRE DEPARTMENT ("Northshore") has requested that WF&R provide services of a Chief Administrative Officer to Northshore pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned Employee 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 2nd day of September, 2020.

  
Signature

Joan S. Montegary  
Print Name

**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 \$9,323.39 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**

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

Date: September 1, 2020

**WOODINVILLE FIRE & RESCUE**

By:   
Roger Collins, Chair  
Board of Fire Commissioners

Date: September 1, 2020

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)**

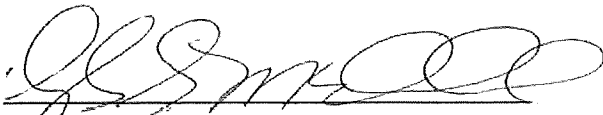
I, Doug McDonald, am an employee of NORTSHORE FIRE DEPARTMENT ("Northshore"). I understand that WOODINVILLE FIRE & RESCUE ("WF&R") has requested that Northshore provide services of the Deputy Chief of Response Operations to WF&R pursuant to an Interlocal Agreement dated September 1, 2020 (the "Loaned 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 8<sup>th</sup> day of September, 2020.

  
Signature

Doug McDonald  
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**

By:   
Roger Collins, Chair  
Board of Fire Commissioners

Date: September 1, 2020

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

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

Date: September 1, 2020

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 1, 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 2nd day of September, 2020.

Charlene Inman

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 to WF&R pursuant to an Interlocal Agreement dated September 1, 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 8th day of September, 2020.

Electronically Signed  
\_\_\_\_\_  
Signature

Dawn Killion  
\_\_\_\_\_  
Print Name

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

THIS INTERLOCAL AGREEMENT FOR INFORMATION SYSTEMS SERVICES (the "Agreement") is made and entered into between Woodinville Fire & Rescue, a Washington municipal corporation ("WF&R") and King County Fire Protection District No. 16, a Washington municipal corporation ("Northshore"). WF&R and Northshore are referred to collectively as the "Parties" and individually as "Party."

**I. RECITALS**

WHEREAS, Northshore does not have an employee assigned to service its information systems; and

WHEREAS, WF&R employs a full-time Information Systems Manager ("ISM"); and

WHEREAS, the Parties desire for WF&R's ISM to provide information systems services to Northshore on the terms and conditions herein; and

WHEREAS, each of the Parties is a "public agency" within the meaning of the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Parties are, therefore, authorized to share in the services of an ISM;

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. **Employment of ISM.** The parties agree to share the services of an ISM upon the terms set forth in this agreement.

A. **ISM employed by WF&R.** WF&R shall employ the full-time ISM, who shall meet the minimum qualifications for such position as set forth in the job description attached hereto and incorporated herein as Exhibit A.

B. **ISM Services.** The Parties contemplate that the ISM will serve WF&R and/or other entities contracting therewith for 32 hours (4 days) each five-day work week, and Northshore for 8 hours (1 day) each five-day work week. The Parties, through their respective Fire Chiefs, may agree upon a different allocation of the ISM's time for any calendar month. The ISM's services to each Party shall be at the sole discretion of such

Party, using resources provided by such Party. The Parties shall ensure that the ISM's time served for each Party is accurately documented.

C. **Evaluations.** WF&R shall be responsible for the ISM's performance evaluations but shall solicit the input of Northshore with respect to each such evaluation. Any decision regarding the ISM's employment (including retention or termination or changes to the ISM's compensation or benefits in accordance with WF&R's policies or procedures) shall be at the sole discretion of WF&R, which shall consider the input of Northshore with regard to such decisions.

2. **Reimbursement by Northshore.**

A. **Reimbursement Share.** On the basis of the ISM's schedule as set forth in Section 1.B., Northshore shall reimburse WF&R 20 percent (20%) of the documented costs pertaining to the ISM's employment by WF&R (which costs shall include, but not be limited to, compensation, benefits, and continuing education expenses).

B. **Reimbursement Payments.** Following each calendar month during which the ISM performed services for Northshore, WF&R shall invoice Northshore for Northshore's share of the ISM's employment costs pursuant to Section 2.A. of this Agreement. Northshore shall remit payment within 30 days of receipt of such invoice.

C. **Review of Usage.** Annually, on a date agreed upon by the Fire Chiefs of the respective Parties, or more frequently upon agreement of the Fire Chiefs, the Fire Chiefs shall meet to review each Party's usage of the ISM's time and to consider whether an adjustment to Northshore's reimbursement share set forth in Section 2.A. is warranted. The Fire Chiefs may agree upon equitable adjustments to the ISM's schedule in order to ensure fairness to both Parties, or may recommend to their respective Boards of Fire Commissioners revisions to Section 2.A. pursuant to Section 5.F.

D. **Access to Records.** The records and documents with respect to all matters pertaining to this Agreement shall be subject to inspection, review, or audit by each of the Parties during the term of this Agreement and for six years after termination.

E. **Not an Employee.** Nothing in this Agreement shall be interpreted as Northshore becoming the employer of WF&R's employees, or vice versa. 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. 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.

3. **Effective Date and Termination.**

A. **Effective Date.** This Agreement shall take effect upon its execution by both Parties *provided* that a copy of the executed Agreement is recorded with the King County Auditor or listed by subject on WF&R's website pursuant to RCW 39.34.040.

B. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 60 days' written notice.

C. **Termination for Breach.** In the event that a Party determines that the other is in material breach of the terms of this Agreement, such Party shall provide the other with written notice of such breach. Should said breach not be cured to the notifying Party's satisfaction within 30 days of such notice, such Party may terminate this Agreement by written notice to the other, which termination shall take effect immediately.

4. **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 policies required to be maintained under this Agreement shall (a) name the other Party as additional named insureds; (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.

5. **Indemnification.** To the extent permitted by law, each Party agrees to indemnify, defend, and hold the other Party harmless from any and all claims for personal injury, property damage, costs and reasonable attorney's fees, or other claims of any nature whatsoever, arising out of the negligent acts, omissions, or performance of its personnel (including the ISM) in carrying out its obligations under this Agreement. Said agreement of indemnification shall include each Party's commitment to indemnify the other for any claims for injuries made by the indemnifying Party's agents or employees against the other, notwithstanding any immunity that might otherwise have been available by virtue of the Worker's Compensations Act, Title 51 RCW. The parties have specifically negotiated this waiver of Title 51 protection. Neither Party shall be deemed to be an agent of the other Party, for purposes of this Agreement.

6. **Agreement Administration and Other Terms.**

A. **Administration.** The respective Fire Chiefs of the Parties shall jointly and cooperatively administer this Agreement. This Agreement does not provide for the creation of a separate legal entity, joint board, joint venture, or administrative section, including for the purposes of jointly acquiring, managing, or disposing of property, or incurring any other financial obligation. All property presently owned or hereafter acquired by either Party shall remain the property of the acquiring Party in the event of the termination of this Agreement.

B. **Notices.** All notices to a Party pursuant to this Agreement shall be made in writing and delivered by mail or by hand to the Fire Chief of such Party.

C. **No Third-Party Benefit.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

D. **No Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

E. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the Parties' performance of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs, in addition to any other recovery or award provided by law.

F. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to approval or ratification by the legislative body of each Party.

G. **Entire Agreement.** The written terms and provisions of this Agreement shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

H. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

I. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

J. **Nondiscrimination.** The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with all applicable laws.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this 1st day of September, 2020.

WOODINVILLE FIRE & RESCUE

KING COUNTY FIRE PROTECTION DISTRICT  
NO. 16

  
\_\_\_\_\_  
Roger Collins  
Chair, Board of Fire Commissioners

\_\_\_\_\_  
Electronically Signed  
David Maehren  
Chair, Board of Fire Commissioners

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Nicole M. Frisch, Board Secretary  
Woodinville Fire & Rescue

\_\_\_\_\_  
Electronically Signed  
Dawn Killion, Interim Board Secretary  
King County Fire Protection District No. 16

Approved as to Form:

\_\_\_\_\_  
/s/ Jeffrey Ganson  
Jeffrey Ganson, Legal Counsel  
Woodinville Fire & Rescue

# Woodinville Fire & Rescue



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**Class Title:** Information Systems Manager

**FLSA:** Exempt

**Bargaining Unit:** Not represented

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## **BASIC FUNCTION:**

**NOTE:** This position is a full-time position that is shared by two fire agencies. Supervision and the time spent at each agency will be determined by agreement between the two agencies.

Under the direction of the Fire Chief or his/her designee, work with limited supervision to manage the District's information systems ("IS") and provide support for the full spectrum of technology utilized in the District.

Due to their access to sensitive materials, the IS Manager shall maintain a confidential relationship with the Fire Chief and the Executive Team on all matters pertaining to the District and is expected to build and maintain positive working relationships with all District employees while maintaining trust, integrity and discretion. The IS Manager is expected to be professional at all times and must operate with flexibility for independent action and decisions commensurate with delegated authority and demonstrated ability.

**ESSENTIAL DUTIES:** *The essential duties listed below are not intended to be an all-inclusive list.*

- Assure the integrity, security and effective performance of the District's information systems.
- Maintain a connected and reliable server infrastructure, including virtualization and data backup.
- Maintain workstations, networks, communications and system equipment.
- Configure new hardware and software.
- Install, update, and troubleshoot software and applications.
- Troubleshoot problems and implement solutions.
- Responsible for network design, router management, switch and firewall management.

## EXHIBIT A

- Administer user network and email accounts, troubleshoot problems with accounts, manage network rights and file access.
- Install and configure Windows servers and perform maintenance, repairs, updates and backups.
- Develop and update as necessary technical documentation, such as system configurations, procedures, problem fixes, vendor support, contracts and disaster recovery procedures.
- Ensure the Fire Chief or his/her designee has an updated list of administrator rights and passwords at all times.
- Plan, coordinate and complete assigned technology projects and system deployment; oversee vendor support, licensing, upgrades and problem resolution.
- Identify and evaluate current and future system needs and develop solutions to implement efficiencies and changes.
- Determine priorities, organizational needs and work plans when deploying and/or modifying network/system projects including telecommunications and virtual storage.
- Lead the installation, configuration and maintenance of network/systems equipment, components and data storage.
- Develop and manage the IS budget to support technology needs for new equipment and to maintain existing equipment.
- Purchase equipment and software, utilizing the competitive bid process if necessary and prepare appropriate purchase orders.
- Receive and inventory IS equipment and software purchases.
- Manage suppliers who assist in the accomplishment of your duties including professional services for projects, hardware and warranty purchases, software licensing and support, and technical support when the IS Manager is absent from PTO or sick leave.
- Assist District staff with major software applications and related programs, central computer and telecommunications network hardware and software systems; provide consultation, technical support and troubleshooting; determine user needs; recommend and implement solutions to assure minimum delay and effective operation for end users.
- Manage and maintain the District's mobile data computers (MDCs); work with NORCOM to ensure proper functionality at all times.
- Establish best practices for installing, configuring, maintaining and troubleshooting end user workstation hardware, server hardware, network switches, firewalls, software and peripheral devices.
- Develop District policies for the use of communication systems, computer systems and equipment and other IS related issues; work with the Executive Team to implement policies.



## EXHIBIT A

- Serve as subject matter expert on information systems; assure effective communication of IS issues; analyze problems and recommend solutions to meet the District's needs.
- Work with other government agencies and outside companies to provide secure and reliable inter-connectivity and appropriate access in and out of the District's network.
- Other IS-related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### *Knowledge of:*

- District's organization, operations, policies and procedures.
- Techniques for efficient and cost-effective management of IS resources.
- Principles and practices of technology management, system development and system integration in a government environment.
- Principles and practices of network administration, access and security guidelines, troubleshooting techniques, and internet technical knowledgebase services.
- Administration and maintenance principles of network operating domains, relational databases, and Windows-based software applications.
- Principles and practices of administrative management, including personnel rules, budgeting and planning.
- Project planning and management principles.
- Windows Server and Workstation operating systems including design, administration, and troubleshooting.
- Exchange Server 2013 or newer administration, configuration, and troubleshooting.
- TCP/IP networking stack including design, administration, and troubleshooting.
- Quality assurance procedures and documentation standards for information systems.
- Principles of record keeping, records management and the Public Records Act.

#### *Ability to:*

- Analyze issues, evaluate alternatives and make logical recommendations based on findings.
- Identify current and potential problems and develop technical corrections and strategies to maximize the effectiveness of the systems.
- Develop and manage technology plans and coordinate implementation of technology projects.
- Analyze needs of District divisions and develop solutions to meet those needs.
- Solve technical problems involving integrated operating systems and hardware platforms.

## EXHIBIT A

- Assess, analyze, identify and implement solutions to technical problems.
- Use initiative and independent judgment within established procedural guidelines.
- Establish and maintain cooperative working relationships with co-workers.
- Communicate effectively verbally and in writing.

### **EDUCATION AND EXPERIENCE:**

#### **Required:**

Bachelor's degree in information systems management, systems engineering or a closely related field, plus three to five years directly related experience or an equivalent combination of education and/or experience.

#### **Preferred:**

Microsoft Certified Solutions Associate (MCSA), Certified Network Engineer (CNE), Certified Network Administrator (CNA)

### **LICENSES AND OTHER REQUIREMENTS:**

Upon employment and while employed, must hold a valid Washington State driver's license and be insurable under the District's existing vehicle and umbrella liability insurance carrier and Washington state law.

Information technology industry certification and credentials will be considered. Specifics are not listed as they are subject to frequent change.

### **WORKING CONDITIONS:**

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in an office environment. While performing the essential functions of this job, the employee is frequently required to work extensively at a computer workstation. The work involves occasionally inspecting cables in floors and ceilings to identify and solve problems. Employee is required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

## EXHIBIT A

The position requires the ability to transport oneself to a variety of locations, primarily in and around King County.

The position works in an office, and the noise level in the work environment is usually low to moderate and includes emergency calls dispatched, emergency tones and sirens.

While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals (i.e., copier toner).

Work is performed mainly during regular office hours; however, employee may be required to be on call evenings, holidays and weekends to respond to emergency situations as well as department specific remote facilities and field job sites.

**CONSENT TO LOANED EMPLOYEE AGREEMENT**  
(Information Systems Manager)

I, David Beverly, am an employee of WOODINVILLE FIRE & RESCUE ("WF&R"). I understand that NORTSHORE FIRE DEPARTMENT ("Northshore") has requested that WF&R provide services of an Information Systems Manager to Northshore pursuant to an Interlocal Agreement dated September 1, 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 8th day of September, 2020.

  
\_\_\_\_\_  
Signature

David Beverly  
\_\_\_\_\_  
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 \$6,744.04 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**

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

Date: September 1, 2020

**WOODINVILLE FIRE & RESCUE**

By:   
Roger Collins, Chair  
Board of Fire Commissioners

Date: September 1, 2020

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 1, 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 11 day of ~~September~~ <sup>December</sup>, 2020. *SEM*

*Shannon Moore*  
Signature

Shannon Moore  
Print Name

## INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between WOODINVILLE FIRE & RESCUE (King County Fire Protection District No. 36), a municipal corporation of the State of Washington, and KING COUNTY FIRE PROTECTION DISTRICT NO. 16, (Northshore Fire Department) a public agency.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to dispose of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE: This agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing, so long as competitive procurement requirements applicable to both parties are followed by the party leading the acquisition process;
  - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract, so long as competitive procurement requirements applicable to both parties are followed by the party leading the acquisition process.
  - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT - TERMINATION: This agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. FILING: Executed copies of this agreement shall be filed or posted on a website as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or enforceability, without involving the remaining provisions or affecting the validity or enforcement of such provisions.

King County Fire Protection District No. 16

Woodinville Fire & Rescue

By: Jim F...

By: [Signature]

Approved as to form:

Approved as to form:

By: [Signature]

By: Is/ Jeffrey Ganson  
District Counsel

1310548-000

## INTERLOCAL COOPERATIVE AGREEMENT TO CONSOLIDATE AND COORDINATE TRAINING AND SHARE RESOURCES FOR THE EAST METRO TRAINING GROUP

THIS AGREEMENT is entered into by and between the City of Bellevue, City of Kirkland, City of Mercer Island, City of Redmond, and King County Fire Protection District 16 (also known as the Northshore Fire Department), and such other agencies subsequently approved by the East Metro Training Group Board pursuant to Section 5 below (the "parties" or "members").

### RECITALS

*Whereas*, each party's firefighters are required to train for competency as required in WAC 296-305-05502, which training, education, and ongoing development must be provided for all firefighters commensurate with those duties and functions that firefighters are expected to perform; and

*Whereas*, the parties respond cross-jurisdictionally on a daily basis through mutual aid agreements and collectively work together to mitigate emergencies of all types, including but not limited to Structural Fires, High Rise Fires, Vehicle Fires, Technical Rescues, Vehicle Accidents, Wild-land Fires, Water Rescue, and Multi-casualty Incidents; and

*Whereas*, during large scale multi-casualty incidents (MCI's), coordination of operational processes and treatment plans is recommended for optimal treatment of those involved; and

*Whereas*, varied staffing levels are on duty at any time for each party, and with limited resources, a collective approach is needed to achieve consistent and safe operations for all firefighters working at emergency incidents; and

*Whereas*, prior to the coordination of training divisions, the parties had individual training and operational plans, causing uncoordinated efforts to mitigate emergencies; and

*Whereas*, each party's firefighters are dispatched by a centralized communications center (NORCOM) that operates on the same radio communications network, and joint training has allowed for refinement of the communications model; and

*Whereas*, joint training has allowed for the development of standardized "Best Practices" for all fire services provided by each party, thereby increasing the operating safety of all employees during emergency incidents; and

*Whereas*, each party has diversified training equipment and facilities, and if shared, allows accessibility and usage to all;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:



## **1. AUTHORITY**

This Agreement is entered into pursuant to the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

## **2. PURPOSE AND OBJECTIVES**

This Agreement, dated for reference purposes as the \_\_\_\_\_ day of \_\_\_\_\_ 2013, is entered into by and between the undersigned municipal corporations and public agencies to formalize the East Metro Training Group ("EMTG") to improve service delivery, coordinate and consolidate training opportunities, and to share resources. No separate legal entity is created by this Agreement. This Agreement is subject to any Mutual Aid Agreements otherwise entered into by any of the parties to this Agreement. The EMTG's specific goals and objectives are as follows:

- A. Consolidate and coordinate fire training opportunities among member agencies;
- B. Share personnel and resources to achieve economies of scale, and to reduce and eliminate redundancies;
- C. Develop compliant and standardized training programs for member agencies;
- D. Combine recruit fire academies;
- E. Safety;
- F. Enhanced delivery of mutual aid.

## **3. TERM**

This Agreement shall be effective on \_\_\_\_\_ day of \_\_\_\_\_, 2013 for one (1) year, regardless of the date of execution, and shall be automatically renewed on the \_\_\_\_\_ day of \_\_\_\_\_ each successive year for an additional one (1) year period. Any party may terminate its participation in this Agreement as provided in Section 11. The withdrawal of any party shall not, however, automatically result in the dissolution of the EMTG, but rather the withdrawing party shall, after the effective date of withdrawal, no longer be considered a party under this Agreement.

## **4. INDEPENDENT CONTRACTOR/EMPLOYEE RESPONSIBILITY**

The parties acknowledge and agree that in the performance of this Agreement, those parties participating in activities under this Agreement are acting as independent contractors and not as agents of each other. Any and all employees of any party acting in the EMTG shall be considered an employee only of the party that regularly employs such person. Each party shall be solely and exclusively responsible for the

compensation and benefits for their employee(s) acting in the EMTG. All rights, duties, and obligations of the employer and the employee shall remain with the party for which the employee works. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

## **5. GOVERNANCE**

- A. EMTG Board Composition. EMTG shall be governed by the EMTG Board of Directors ("Board") consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A quorum of the members must be present at any such meeting. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of doing business on any issue.
- B. EMTG Board Meetings. The EMTG Board shall meet as often as it deems necessary and not less than once per calendar year. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by any Board Member upon giving all other Board Members not less than ten (10) days prior notice. In an emergency, the EMTG Board may dispense with notice requirements for special meetings, but must, in good faith, use best efforts to provide fair and reasonable notice to all Board Members. Board Members (or alternates) may participate by telephone conference or equivalent means.
- C. EMTG Board Authority. The EMTG Board shall have the authority to:
  - a. Make policy and procedure determinations necessary to guide and direct the administration of this Agreement;
  - b. Establish and maintain a budget and to make assessments as provided in this Agreement, or necessary expenditures;
  - c. Establish one or more special funds with the Administering Agency for EMTG as authorized by RCW 39.34.030, to be known as the "Operating Fund of the EMTG Joint Board", which may be established in various accounts and subaccounts;
  - d. Appoint a Chief of Training and a Group Manager for EMTG and establish minimum staffing levels for the EMTG and from each member;
  - e. Add members to EMTG where the addition of the public agency is in the best interest of EMTG, and the newly added member will positively affect EMTG's ability to achieve its objectives.

## 6. ADMINISTERING AGENCY

The EMTG shall have an Administering Agency to carry out administrative functions as approved by the Board and to act as the Fiscal Agent for EMTG. As Fiscal Agent, the Administering Agency will have all powers and authority necessary or appropriate to deposit, manage and expend monies from any funds authorized by this Agreement, any of which actions must be approved by the Board. The City of Bellevue agrees to serve as the Administering Agency for an initial term of no more than three (3) years from the effective date of this Agreement. At the end of this period, the position of Administering Agency will rotate to another Member for a three-year term and then another, and so on. If no Member volunteers to serve as the Administering Agency, the EMTG Board will appoint one.

## 7. FINANCING/BUDGET

The annual operating and capital budget will be prepared by the Board each year. The budget will show estimated costs of time and materials for overall EMTG operations and individual programs. The annual operating budget of the EMTG will be based on a division among the parties using a simple per capita formula as outlined below:

### A. Contributions: Per Capita Formula

1. Example: Member A has 100 personnel, Member B has 80 personnel, and Member C has 70 personnel. The total annual EMTG Budget is \$30,000.

Based on the information in the above example, member contributions would be calculated as follows:

Per Capita Contribution: \$30,000 divided by 250 personnel = \$120 per employee

Member A Contribution: 100 Personnel x \$120 = \$12,000  
Member B Contribution: 80 personnel x \$120 = \$9,600  
Member C Contribution: 70 personnel x \$120 = \$8,400

2. The Budget will not include the cost of personnel assigned by each member to the EMTG. However, use and appointment of member personnel shall be rotated in such a manner that over time each member will bear similarly proportionate personnel costs. The Budget will reflect the cost of shared expenses consistent with EMTG's purpose and objectives such as: regional training and education programs, office supplies, phone and T-1 lines, postage, instructional media, curriculum, reference materials, and outside instructors for delivery of training programs.

3. Start-up costs will be borne by all parties in their proportionate share as determined in A above.
4. The annual capital budget will establish reserves for and provide for the costs associated with maintenance and routine repairs of the unique training facilities (currently provided by Bellevue and Northshore). A per capita formula will be used to establish the annual assessment to each party. The annual assessment for parties providing unique fire training facilities (i.e. live fire, large area search, laddering, standpipe, etc.) will be taken into consideration by the Board.

**B. Notification:**

1. The EMTG will notify each member of its contribution to the budget by August 15 of each year. Contributions will be submitted to the EMTG by February 15 of the following year.

**8. PROPERTY CONTRIBUTIONS, MAINTENANCE AND REPAIRS**

- A. Contributions Per Capita. Because of the cooperative nature of EMTG, each member is expected to provide property or physical resources to EMTG over time in a percentage reflected in the per capita formula set forth above.
- B. Equipment. Each member shall be responsible for the maintenance, repair or replacement of any and all equipment that it owns and that is used during training exercises or otherwise by the EMTG in compliance with that member's policies and best practices. The party that owns the equipment used in training exercises shall retain ownership and shall maintain it in a safe and reliable condition at its own expense. Each member will promptly notify the EMTG Board of any damage that occurs to equipment used during training activities or in EMTG activities or of any concerns that equipment or facilities may not be working properly. A red tag indicating "unsafe – do not use" shall be attached to the equipment or prop and it shall immediately be taken out of use.
- C. Other property. A member that uses property and/or physical resources that have been contributed for use by the EMTG shall keep all maintenance and repair records associated with the property/physical resource and make copies of them available to EMTG upon request.
- D. Props. All props must be properly maintained and stored by the member, and all live-fire props shall be covered under the property insurance policy of the owning party. Use of any live-fire prop(s) will require the user to designate an operator(s) to meet and comply with the manufacturers' requirements for safe operation of

remaining parties. A notice of withdrawal shall be provided with at least 120 days advance notice in writing to the EMTG Board. A withdrawing party relinquishes all rights to any funds provided to the EMTG pursuant to section 7 except for funds provided to establish reserves, which will be reimbursed within 30 days to the withdrawing city in the pro-rata amount to which it would be entitled on the date notice of withdrawal is given. Any equipment loaned to the EMTG will be returned to that member. A decision to withdraw does not relieve the withdrawing member of its liability or financial responsibilities incurred prior to the effective date of the termination. The withdrawal of any member shall not automatically result in dissolving the EMTG. The withdrawing member shall waive any right to any funds contributed for the operations of the EMTG or to share in the proceeds at the time of EMTG's dissolution.

## **12. TERMINATION OF EMTG**

This Agreement may be terminated and the EMTG dissolved by approval of a two-thirds (2/3) vote of the Board at any time. Any vote for termination of the Agreement shall require participation from all members unless that Board member refuses to participate in the meeting being held to consider termination.

## **13. DISTRIBUTION OF ASSETS UPON TERMINATION**

Upon termination of this Agreement, the EMTG shall be deemed dissolved and:

- a. All funds remaining in the EMTG Funds, Accounts or Accounts held in favor of the EMTG will be disbursed equitably as determined by the Board, which should be proportional to the contributions made absent circumstances justifying a different formula.
- b. All property loaned to the EMTG without charge or credit shall revert to the loaning party.
- c. Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any property and equipment purchased with EMTG funds, after payment of any and all costs of sale or debts of the EMTG, shall be equally distributed to the remaining members of EMTG at the time of dissolution, which should be proportional to the contributions made absent circumstances justifying a different formula.

## **14. COMPLIANCE WITH LAW**

The EMTG and all its members shall comply with all Federal, State, and local laws.

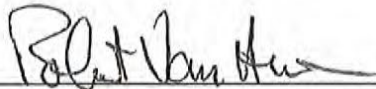
## **15. VENUE**

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington, at Seattle.

## **16. FILING**

Woodinville Fire & Rescue hereby agrees to the "Interlocal Cooperative Agreement to Consolidate and Coordinate Training and Share Resources for the East Metro Training Group," effective January 1, 2015.

**Woodinville Fire & Rescue**



Robert Van Horne, Fire Chief

10/07/2014

Date



Tim Osgood, Board Chair

10/07/2014

Date

**Approved as to form:**

/s/ Jeffrey Ganson

Jeffrey Ganson, District Counsel

10/07/2014

Date

Attached to and part of the Interlocal Cooperative Agreement to Consolidate and Coordinate Training and Share Resources for the East Metro Training Group

## **INTERLOCAL AGREEMENT**

### **North King County Training Consortium**

**WHEREAS**, the City of Bothell Fire Department, the Northshore Fire Department, Woodinville Fire & Rescue, and the Shoreline Fire Department, individually a "Party" and collectively the "Parties", each maintain and operate their own training divisions; and

**WHEREAS**, the Parties recognize that integrated, cross-jurisdictional training is a critical facet of firefighting duties and, pursuant to WAC 296-305, each Party is legally required to maintain an efficient and safe workforce; and

**WHEREAS**, the Parties desire to implement a consolidated training program which facilitates the highest level of service possible to citizens because it reduces costs by eliminating duplicative effort and expense while making the most effective use of combined resources; and

**WHEREAS**, a consolidated training division based on equal participation would provide the highest level of training possible while maintaining an economy of scale for the taxpayers; and

**WHEREAS**, the Parties herein desire to enter into an interlocal agreement to form the North King County Training Consortium ("Consortium") to jointly operate a training division pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

**NOW THEREFORE**, in consideration of the mutual promise and benefits contained herein, it is agreed by and between the Parties as follows:

#### **Section 1. PURPOSE**

The Parties enter into this Interlocal Agreement ("Agreement") to formally establish a Training Consortium to provide coordinated planning, programming, delivery, and documentation of firefighter and emergency medical technician training. This Agreement shall replace any previous agreements between the Parties related to consolidated training.

#### **Section 2. THE PARTIES**

1. As of the date of execution of this Agreement, the Parties to this Agreement are as follows:

Shoreline Fire Department  
Northshore Fire Department

City of Bothell Fire Department  
Woodinville Fire & Rescue

2. Any other fire protection district or City may, at a future date, request inclusion into the Consortium and become a Party to this Agreement pending the following:

- A. The potential party agrees to be committed to the terms and conditions of this Agreement for the purposes for which this Agreement is promulgated;
- B. The potential party agrees to pay the pro-rated share of the cost of service based upon the month it becomes a party to this Agreement;
- C. The potential party must be approved by the Board by majority vote at a regular Board meeting; and
- D. Evidence of the addition of a new party shall take the form of a written amendment to this Agreement.

### **Section 3. RESPONSIBILITIES OF THE PARTIES**

1. Each Party to this Agreement agrees to the following participation levels and financial support, which may be modified or changed only with a unanimous vote of the Board:
  - A. Financial Support – Each Party shall be responsible for contributing its portion of the Consortium costs which will be based on a per member allocation. Payments shall be made to the Agency of Record in one installment no later than February 1<sup>st</sup> of each year.
  - B. Personnel Support – In addition to the financial support outlined above, each Party shall be responsible for providing one FTE, at the rank of Lieutenant or above, to be dedicated solely to the Consortium. These employees may be rotated in and out on not more than a biennial basis under normal circumstances. Nothing in this Agreement shall limit a Party from providing more resources to training either within its own organization or to support the Consortium.
  - C. Guidelines – Each Party agrees to participate under the guidelines and policies jointly developed and approved by the Board.

### **Section 4. GOVERNANCE**

1. An administrative entity, known as the North King County Training Consortium Oversight Board (“Board”) is hereby established to administer this Agreement.
  - A. Composition – The Board shall be composed of the Fire Chief or designee from each Party to this Agreement. Members of the Board shall elect by majority vote, after nominations at the first Board meeting, a Chair to serve as presiding officer of the Board.
  - B. Chair – The Chair shall schedule the meetings of the Board, serve as presiding officer at Board meetings, gather information and prepare the agenda for



Board meetings. In the event the Chair is unwilling or unable to complete his or her term, nominations shall be accepted by the Board for a replacement Chair who shall be elected by majority vote of the Board and shall complete the term of the resigning Chair.

- C. Meeting – The Board shall meet at least quarterly at a time and place to be determined by a majority of the Board or by the Chair. Except in exigent circumstances, at least one week's notice of a Board meeting shall be given to all members.
- D. Voting – Each Party of the Board shall have an equal vote in its determinations. Adoption of any motion requires majority approval. The entire Board must be present to take action. In the event that a member is unable to attend, they may provide a proxy vote for a decision to be valid.
- E. Duties – Subject to the terms of this Agreement, the Board shall have the responsibility for:
  - i. Creation and adoption of policy and procedures for the Consortium, as well as any guiding documents or contracts.
  - ii. Develop and adopt the annual Consortium budget. The Consortium budget shall be approved by the Board no later than October 1<sup>st</sup> of the preceding year.
  - iii. Review and approval of the Annual Consortium Work Plan to outline all anticipated training objectives, projects, and goals for the upcoming year. The Annual Consortium Work Plan shall be developed by December 1<sup>st</sup> of the preceding year.
  - iv. Appointment of a Training Director.
  - v. Hire and oversee all other personnel appointments within the Consortium.
  - vi. Approval and delivery of the Training Director's annual performance review.
  - vii. Create and approve the Annual Report by April 1<sup>st</sup> of the following year of the report.

2. Operational oversight shall be performed by an Operations Board.

- A. Composition – The Operations Board shall be composed of the Operations Deputy Chiefs of each department and the Training Director. All Operations Board members shall be considered equal rank.
- B. Meeting – The Operations Board shall meet at least quarterly, at a time and place to be determined by a majority of the Operations Board or by the Operations Board's elected chairperson.

C. Chair – The Operations Oversight Board Chair shall be elected pursuant to the procedure outlined in Section 4.1.B. and shall hold the same duties for the Operations Board.

D. Duties of Operations Board:

- i. To identify the training objectives needed for emergency scene operations and recommend any changes in the scope of training to the Board.
- ii. To provide direction and operational decision making for training procedures, documents, exercises or drills.
- iii. To establish operational principles to guide the Training Director in daily management of the Consortium.
- iv. To provide support and assistance to the Training Director in the operational oversight of the Consortium.

E. Voting – For operational issues necessitating formal direction or action by the Operations Board, each member of the Operations Board, excluding the Training Director, shall have one vote. The Operations Board shall endeavor to make decisions based on consensus. Adoption of any motion or action requires majority approval; however, decisions should be unanimous whenever possible. The entire Operations Board must be present to take action. In the event of a tie the Training Director shall cast the deciding vote.

### 3. Training Director

A. Appointment – The Training Director shall be appointed by the Board. The Party that employs the Training Director agrees to hire and staff the Training Director position. The Parties intend that the best candidate will be appointed by the Board to serve as the Training Consortium Director as contemplated by this Agreement.

B. Responsibilities - The Training Director shall be responsible for:

- i. Preparation and administration of training division budgets.
- ii. Staff supervision.
- iii. Coordination of safety related issues.
- iv. Planning and organization of the Consortium in alignment with organizational goals.

## **Section 5. FINANCES**

1. Fund Established – Pursuant to RCW 39.34.030(4)(b), the Board is authorized to establish a special fund with the Agency of Record's Treasurer, to be designated as the North King County Training Consortium Operating Fund. Such fund will be used for the purpose of depositing the annual payments of each Party's annual monetary contributions or any other monies received by or on behalf of the Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the Consortium as determined by the Board.
2. Costs of Operation Other Than the Approved Operating Budget – All direct costs and expenses incurred from participation in the Consortium by each Party shall be paid for by that Party. Costs incurred for wages and benefits for employees' assigned duties within the Consortium shall be paid by the employing Party. Each Party shall maintain its own overtime budget to support training its personnel and has the sole authority over the amount and use. The operating budget may contain designated funds for the purposes of reimbursing agencies for the provision of instructors or support personnel above and beyond those personnel assigned to the Consortium.
3. Financial Best Practices – The Agency of Record shall provide the financial oversight of the Consortium in accordance with that Party's financial policies and best practices.

## **Section 6. AGENCY OF RECORD**

1. Designated – Shoreline Fire Department shall be designated the Agency of Record under this Agreement.
2. Duties – In addition to its responsibilities as a Party to this Agreement, the Agency of Record shall:
  - A. Maintain Books and Records – Maintain books, records and documents, which accurately reflect all direct costs associated with the performance of this Agreement. The Board shall have access to all books and records upon reasonable notice to the Agency of Record.
  - B. Maintain Separate Fund, Send Invoices and Receive Payments from the Parties – The Agency of Record shall maintain a fund as called for in Section 5.1. and bill each Party accordingly for the costs and expenses approved by the Board under this Agreement.
  - C. Maintain insurance records for each Party.
  - D. Maintain all records and documents in accordance with Chapter 42.56 RCW.

- E. If an employee is hired for the sole purpose of working for the Consortium, the Agency of Record shall be the employer of record for that employee.
3. Execution and Filing of Agreement – the Agency of Record shall ensure that this Agreement is executed by the Parties, and that a certified copy is filed with the King and Snohomish County Auditors, the City Clerks of any cities party to this Agreement pursuant to RCW 39.34.040.

#### **Section 7. TITLE TO EQUIPMENT**

Title to all equipment authorized to be purchased by the Board under this Agreement shall be in the name of the Agency of Record, subject only to the right therein of the participating Parties upon termination of this Agreement. Title to all equipment purchased by each Party shall be in the name of the Party purchasing the equipment.

#### **Section 8. TERMINATION**

1. The initial term of this Agreement shall be 10 years. Thereafter, the Agreement will automatically renew for one year periods unless terminated by agreement of the Parties pursuant to Section 8.3. below or in the event of the withdrawal under Section 10 by all but a single Party.
2. Upon termination of this Agreement by mutual consent of the Parties, the ownership interest of each Party in the then existing operating fund balance and other assets and equipment purchased hereunder and held by the Agency of Record pursuant to Section 7 shall be determined and divided among the parties by the following formula: total amount of assets divided by the total number of fire service uniformed employees currently employed by all the Parties, multiplied by the total number of fire service uniformed employees in each Party that is a party to the Agreement, shall equal the interest of that individual Party.
3. This Agreement may be terminated by consensus of a majority of the Parties, effective the end of any calendar year, upon giving written notice thereof to the other Parties by July 1 of the preceding year. In the event of a termination under this paragraph any resources or equipment owned jointly under the Consortium shall be allocated among the Parties in the manner specified in Section 8.2. above.
4. If a Party consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Authority, the consolidated entity shall become a Party to this Agreement and a successor in interest to the Party's interest on the effective date of the consolidation without any action by the remaining Parties, unless otherwise required.

## **Section 9. DISPUTE RESOLUTION**

1. Prior to any other action, the Board shall meet and attempt to informally negotiate a resolution to any dispute arising under this Agreement.
2. If the Parties are unable to resolve the dispute through informal negotiation within 30 days, the Parties to such dispute shall promptly engage in mediation with a professional mediator located in Snohomish County or King County, Washington, with each Party to the dispute paying a proportionate share of the costs thereof, and bearing their own attorney and consultant fees. If the dispute is still unresolved, any Party may initiate legal proceedings in any court of competent jurisdiction unless the Parties agree to submit the dispute to arbitration pursuant to Section 9.3.
3. The Parties to a dispute may unanimously agree to submit any dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the Parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with all Parties to the dispute sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each Party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any Party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## **Section 10. WITHDRAWAL**

1. Any Party may withdraw from this Agreement without terminating the entire Agreement by giving the Board 365 days' prior written notice. Said withdrawal shall become effective at the end of the 365-day period.
2. Any Party withdrawing from this Agreement shall be responsible for a prorated share of its annual obligation for costs and expenses incurred prior to termination.
3. In the event a Party withdraws pursuant to this Section 10, but the remaining Parties continue the Agreement, the Party that terminated its participation shall be considered a withdrawing Party that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any jointly owned Consortium resource(s) and return of any equipment or property owned by the withdrawing Party and used by the Consortium under this Agreement.

## **Section 11. LIABILITY AND INDEMNIFICATION**

Each Party is individually responsible for its own employees' acts and omissions arising out of the performance of this Agreement. Further, each of the Parties agrees to indemnify, defend and hold harmless the other parties, their officers, officials, agents, employees, and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses and judgments arising out of the negligent acts or omissions of that party's officials, officers, agents, employees, and volunteers in connection with the performance of this Agreement.

## **Section 12. INSURANCE**

Each of the Parties hereby agrees to obtain and maintain, for the duration of this Agreement, all insurance necessary to cover the liability described in Section 11 – Liability and Indemnification. Each Party shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Agency of Record shall maintain on file, provided that any Party that is self-insured will provide a letter of self-insurance as evidence of coverage.

## **Section 13. MODIFICATION**

No changes or modifications of this Agreement shall be valid or binding upon any of the Parties to this Agreement unless such changes or modifications are in writing and executed by all of the Parties.

## **Section 14. NOTICES**

All notices required to be given under this Agreement shall be delivered to the Board at the address of the Agency of Record. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

## **Section 15. INTEGRATION**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

## **Section 16. SEVERABILITY**

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

**Section 17. THIRD PARTY BENEFICIARY**

None of the provisions contained in this Agreement is intended by the Parties, nor shall any be deemed, to confer any benefit on any person not a party to this Agreement.

**Section 18. EFFECTIVE DATE**

1. This Agreement shall become effective following the occurrence of all of the following actions:
  - A. Approval of the Agreement by the official action of the governing bodies of each of the Parties hereto;
  - B. Signing of the Agreement by the duly authorized representative of each of the Parties hereto;
  - C. The filing of a copy of this Agreement with the following public officials;
    - i. The City Clerks of the participating cities hereto; and
    - ii. The King County and Snohomish County Auditors.

IN WITNESS WHEREOF, the undersigned public agencies have executed this Agreement of the date and year set forth below.

**CITY OF BOTHELL FIRE DEPARTMENT**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Phillips, City Manager

  
\_\_\_\_\_  
Paul Byrne, City Attorney

Date: 12/30/19

**ATTEST/AUTHENTICATED:**

  
\_\_\_\_\_  
for Laura Hathaway, City Clerk

**NORTHSHORE FIRE DEPARTMENT**

APPROVED AS TO FORM:

By: Garrett MacIner

Scott McIsaill  
District Counsel

Date: 01/17/2020

**WOODINVILLE FIRE & RESCUE**

APPROVED AS TO FORM:

By: Robert Collins  
ROBERT COLLINS, CHAIR

/s/ Jeff Ganson  
Jeff Ganson, District Counsel

Date: 1/15/20

**SHORELINE FIRE DEPARTMENT**

By: Matt Cowan  
Matt Cowan, Fire Chief

Date: 1/13/2020



## **Frisch, Nicole**

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**From:** van Veen, Derek  
**Sent:** Thursday, September 17, 2020 1:07 PM  
**To:** Frisch, Nicole; !\_Commissioners  
**Cc:** Ahearn, Greg  
**Subject:** RE: Electronic Signature - Resolution 2020-04

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Resolution 2020-04, a Resolution approving the merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue, was approved for electronic signature at the September 15, 2020 Joint Board meeting. It is Electronically Signed by Commissioner Derek van Veen.**

**From:** Frisch, Nicole <NFrisch@wf-r.org>  
**Sent:** Wednesday, September 16, 2020 11:16 AM  
**To:** !\_Commissioners <Commissioners@wf-r.org>  
**Cc:** Ahearn, Greg <GAhearn@wf-r.org>  
**Subject:** Electronic Signature - Resolution 2020-04

Good morning Commissioners,

Attached please find Resolution 2020-04 as discussed at last night's BoFC meeting.

In an effort to more closely align our processes with Northshore Fire Department, at your earliest availability please respond to this email with your electronic signature by copying, pasting, and updating the following:

**Resolution 2020-04, a Resolution approving the merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue, was approved for electronic signature at the September 15, 2020 Joint Board meeting. It is Electronically Signed by Commissioner **Your Name Here**.**

Thanks!

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

*Prepare – Prevent – Perform*

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

## **Frisch, Nicole**

---

**From:** Halbert, Doug  
**Sent:** Wednesday, September 16, 2020 2:33 PM  
**To:** Frisch, Nicole; !\_Commissioners  
**Cc:** Ahearn, Greg  
**Subject:** RE: Electronic Signature - Resolution 2020-04

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Nicole,

Resolution 2020-04, a Resolution approving the merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue, was approved for electronic signature at the September 15, 2020 Joint Board meeting. It is Electronically Signed by Commissioner Doug Halbert.

Thank you,  
**Doug Halbert** | Commissioner Position 2  
Woodinville Fire & Rescue

*Prepare – Prevent – Perform*

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

<http://wf-r.org/>



**From:** Frisch, Nicole <NFrisch@wf-r.org>  
**Sent:** Wednesday, September 16, 2020 11:16 AM  
**To:** !\_Commissioners <Commissioners@wf-r.org>  
**Cc:** Ahearn, Greg <GAhearn@wf-r.org>  
**Subject:** Electronic Signature - Resolution 2020-04

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Thanks!

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

*Prepare – Prevent – Perform*

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

## **Frisch, Nicole**

---

**From:** Millman, Mike  
**Sent:** Wednesday, September 16, 2020 2:05 PM  
**To:** Frisch, Nicole  
**Subject:** RE: Electronic Signature - Resolution 2020-04

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Resolution 2020-04, a Resolution approving the merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue, was approved for electronic signature at the September 15, 2020 Joint Board meeting. It is Electronically Signed by Commissioner.

Mike Millman

**From:** Frisch, Nicole <NFrisch@wf-r.org>  
**Sent:** Wednesday, September 16, 2020 11:16 AM  
**To:** !\_Commissioners <Commissioners@wf-r.org>  
**Cc:** Ahearn, Greg <GAhearn@wf-r.org>  
**Subject:** Electronic Signature - Resolution 2020-04

Good morning Commissioners,

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Thanks!

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

*Prepare – Prevent – Perform*

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



## **Frisch, Nicole**

---

**From:** Collins, Roger  
**Sent:** Thursday, September 17, 2020 2:56 PM  
**To:** Frisch, Nicole  
**Subject:** RE: Electronic Signature - Resolution 2020-04

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Nicole,

Resolution 2020-04, a Resolution approving the merger of King County Fire Protection District No. 16 into Woodinville Fire & Rescue, was approved for electronic signature at the September 15, 2020 Joint Board meeting.

It is Electronically Signed by Commissioner Roger Collins.

### **Roger Collins**

Commissioner/Board Chair  
Woodinville Fire & Rescue

**From:** Frisch, Nicole <NFrisch@wf-r.org>  
**Sent:** Wednesday, September 16, 2020 11:16 AM  
**To:** !\_Commissioners <Commissioners@wf-r.org>  
**Cc:** Ahearn, Greg <GAhearn@wf-r.org>  
**Subject:** Electronic Signature - Resolution 2020-04

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Thanks!

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

*Prepare – Prevent – Perform*

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

## **S U M M A R Y**

**FILE NO.** 2405  
**Thomas Guide:** "B", 475, 476, 505, 506

**Date Received:**  
01/11/21

**Date Completed:**  
01/11/21

**Date Distributed:**  
01/12/21

**ENTITY:** King County Fire Protection District No.16  
(Northshore Fire Department) (NFD No.16)  
Woodinville Fire and Rescue(WF&R)

**Date Filed:**

**ACTION:** Election Method Merger  
02/25/21

**Expiration 45 Days:**

**TITLE:** Merger: King County Fire Protection District No.16  
(Northshore Fire Department No.16) with  
Woodinville Fire and Rescue(WF&R)  
02/11/21

**Board Meeting:**

---

### **Introduction:**

This Notice of Intention is for the proposed merger of the Northshore Fire Department No. 16 (NFD) with Woodinville Fire and Rescue (WF&R).

If the merger is approved, the citizens in both Districts would receive services from Woodinville Fire & Rescue.

With this Notice, the Districts are proposing merger solely for the purpose of combining administrative operations at this time. If merged, WF&R anticipates moving its administrative office to the administrative building at 7220 NE 181st St, Kenmore, WA 98028, which is located 5.4 miles from its current administrative headquarters. However, fire and EMS services would still be dispatched out of the existing stations. For example, the City of Woodinville would continue to be served by Station 31, 33, and 35, and the City of Kenmore and the City of Lake Forest Park would continue to be served by Stations 51 and 57.

Boundary Review Board officials report that, as prescribed by RCW 36.93, with successful merger under this Notice, the new District would be directly able to merge other duties/responsibilities related to fire protection services at a future date.

*(Note to Reader: Please see Attachment "A" – RCW 52.06.)*

\*\*\*

Northshore Fire Department and Woodinville Fire & Rescue have been operating under a temporary interlocal agreement since

February 2020, which has resulted in better service at a reduced cost to its taxpayers. The agencies share training programs for emergency personnel, administrative positions (fire chief, deputy chief, and a chief administrative officer) and joint departments, including finance, human resources, and IT. Merging would make these service improvements and cost efficiencies permanent.

Northshore Fire Department (NFD) and Woodinville Fire & Rescue (WF&R) are not adjoining territories. Specifically, however, it is reported that NFD and WF&R are located within a reasonable proximity of one another, and are near enough to each other so that governance, management, and service can be delivered effectively pursuant to RCW 52.06.010(2). The boundaries of the jurisdictions are approximately two (2) miles from one another and connected to each other by several major streets, particularly Highway 522.

*(Note to Reader: Please see Attachment "B" – RCW 52.06.010)*

The City of Bothell is located between the two fire districts. The proposed merger would have no effect on properties within the City of Bothell, which will continue to be served by the City of Bothell's fire department. The City of Bothell should not expect to experience a significant change in fire and EMS service apparatus traveling between the City of Woodinville and the City of Kenmore.

This proposed merger is subject to review by the Boundary Review Board. If approved, an election will be held in King County Fire Protection District No. 16. If a majority of the voters approve the ballot measure, the merger will be completed on a date mutually agreeable to the governing bodies of both Districts.

**Location:**

NFD and WF&R are located in Eastern King County. Each District is bounded on the north by the southern boundary of Snohomish County. The territories proposed for merger include both urban and rural lands in King County.

NFD is entirely within King County's Urban Area. It includes the cities of Kenmore and Lake Forest Park. It is bounded on the west by the City of Shoreline. The southern boundary is formed by the cities of Kirkland and Seattle. Bothell forms the eastern boundary.

WF&R includes the City of Woodinville. It is bounded on the west by the City of Bothell. Redmond is located on the southern boundary. The eastern boundary is generally and variously formed by the cities of Duvall and Carnation. WF&R includes areas in Urban and Rural King County.

**Land Area:**

NFD includes 11 square miles. WF&R is approximately 34 square miles. The merged District will be 45 square miles.

**Land Use:**

NFD service area— including Lake Forest Park and Kenmore — is zoned for and includes a full range of residential uses, open public uses, neighborhood and community businesses, local commercial businesses, and regional commerce.

WF&R service area includes primarily Urban lands. These territories are zoned for residential uses, public uses, various types/levels of businesses, and industrial uses.

WF&R service area also includes some Rural Area – including some residential uses and open public lands.

**Population:** NFD serves 36,570; WF&R serves 36,768. The merged District will serve 73,338 persons.

**Assessed Valuation:** NFD's assessed valuation is \$8,703,816,682. WF&R's assessed valuation is \$11,682,870,432. The combined District will have a valuation of \$20,386,687,114.00.

**County Comprehensive Plan Designation/Zoning:** Under the King County Comprehensive Plan the identified cities and unincorporated areas include properties designated and zoned for a residential uses– single family; and multi-family (various densities); community and regional commercial uses; light industrial uses, essential public facilities; parks and open space, resource lands.

**City Comprehensive Plan/ City Zoning:** Properties in the underlying cities are zoned respectively for an array of uses– single family; and multi-family (various densities); commercial uses; light industrial uses, essential public facilities; parks and open spaces. Rural areas are zoned for an array of residential uses and other uses permitted by jurisdictions' Comprehensive Plans.

**District Comprehensive Plan:** Not Applicable

**District Franchise:** Not Applicable

**Urban Growth Area (UGA)/Rural Area:** NFD merger with the WF&R encompasses both Urban Areas and Rural Area as identified under the State Growth Management Act (GMA) and the King County Comprehensive Plan.

Mergers are allowed in the Rural Area only for essential public services. Fire protection and emergency medical services exist within this category. These actions are allowed outright in Urban Areas to permit essential public services.

**SEPA Declaration:** The Fire Protection Districts prepared a SEPA environmental checklist and made a Determination of Non-significance in September 2020. This SEPA Declaration remains true and valid at this time.

**ENTITIES/AGENCIES NOTIFIED:**

**King County Council Member(s):** Kathy Lambert

**King County:** Clerk of the Council, Department of Natural Resources (DNR),



Department of Permitting and Environmental Review (DPER), Department of Assessments, Department of Transportation (DOT), State Department of Ecology (DOE), King County 911 Program, Office of Performance, Strategy and Budget, Office of the Prosecuting Attorney, King County Records and Elections Division, Fire Marshal Division, Historic Preservation Program, Puget Sound Regional Council, Community and Human Services, Public Health Department

- Cities:** Kenmore, Lake Forest Park, Woodinville, Kirkland, Redmond, Bothell, Mount Lake Terrace, Edmonds
- Fire Districts:** King County Fire District No.10
- Water Districts:** North City Water District; Woodinville Water District; Lake Forest Park Water District; Northshore Utility District
- Sewer Districts:** City of Lake Forest Park, the City of Kenmore, and the City of Woodinville.
- School District:** Shoreline School District; Northshore School District; Lake Washington School District; Riverview School District; Shoreline School District; Northshore School District; Lake Washington School District; Riverview School District

## **SUMMARY (File No. 2405)**

Northshore Fire Department (King County Fire Protection District No. 16) (NFD) and Woodinville Fire and Rescue (WF&R) proposes the merger of these entities into Woodinville Fire and Rescue (WF&R). Both Fire Districts are organized and operated pursuant to Title 52 RCW. NFD provides fire protection and emergency medical service within its jurisdiction. WF&R provides services within its District. The NFD and WF&R operate under an interlocal agreement providing fire protection and emergency medical services to a number of organizations. If the merger is approved, the citizens in both Districts would continue to receive services from their existing respective providers.

Merger of NFPD into WF&R reportedly will provide the opportunity for fire protection service, emergency medical services, and related public services to the merged District, but this action will not have any direct effect on plans and regulations relating to land use designations, zoning, population allocations, or other public facilities/services associated with the proposed merger.

King County (and/or existing cities), under jurisdictional comprehensive plans, will continue to govern land uses, public services and facilities, and public improvements within these urban and rural communities. Environmentally sensitive areas would also continue to be preserved by King County and/or local jurisdictions. Other public services (e.g., police service, water service, libraries, schools, recreation) would continue as currently provided to the underlying communities.

The proposed merger was approved by the governing bodies of both Districts in September 2020 as required by and in accord with RCW 52.06.

\*\*\*

RCW 36.93 establishes the Boundary Review Board as the agency that must review and approve the proposed Northshore/Woodinville Merger. If the Boundary Review Board approves the proposed action, an election will take place to determine whether the merger may move forward. If a majority of voters approve the ballot measure, the merger will be completed on a date mutually agreeable to the governing bodies of both Northshore-Woodinville Fire Protection Districts.

In reviewing proposals for mergers, the King County Boundary Review Board is directed to

determine whether the proposals are consistent with the various plans and policies, including, but not limited to:

**1. State Growth Management Act (GMA)  
(RCW 36.70A)**

NFD and WF&R report that the proposed merger is consistent with the State Growth Management Act (GMA). Specifically, RCW 36.70A.020 (12) directs jurisdictions to ensure that those public facilities necessary to support development be available. RCW 36.70A.030 defines "Public Services" as including fire protection and suppression, among other services. GMA also encourages entities – e.g., cities and towns, special purpose districts, community agencies and citizens – to plan together for providing public services and facilities. NFD and WF&R have worked with an array of groups to plan for this proposed merger.

**2. King County Comprehensive Plan**

The NFD/WF&R report that the merger proposal is consistent with the King County Comprehensive Plan/Countywide Planning Policies in that there are numerous plans and policies that encourage jurisdictions, special purpose districts, community agencies and citizens to plan as partners for providing public services and facilities (RP-101, F-101, F-102, F-104, F-202, F-203, and F-208). It is also consistent with policies that support regional coordination of essential public services and facilities that are necessary to protect public welfare and safety.

**3. King County Countywide Planning Policies (CPP)**

NFD and WF&R present the following Countywide Planning policies in support of this merger: Applicable policies encourage jurisdictions, special purpose districts, community agencies, and citizens to plan as partners for providing public services and facilities as follows:

RP- 101: King County shall strive to provide a high quality of for all of its residents by (working with a range of jurisdictions) to develop ...communities....support economics ...maintain...natural

environment .... protect resource lands.

- F-101: King County (and other regional and local jurisdictions) shall plan as partners ....focusing on unclaimed, unincorporated areas and ...potential areas suitable for change and/or growth.
- F-102: King County.... will work with (other jurisdictions to identify regional services and facility needs and develop strategies to provide them.
- F-104: King County will, in cooperation with special purpose districts....plan for and provide public services in the Rural Area, consistent with rural standards and needs.
- F-202: King County ... should ensure that there is an adequate supply of public facilities necessary to support all communities.
- F203: King County should work with (other jurisdictions) to define regional and local services and to determine the appropriate providers of those services.
- F-208: In rural areas, services provided by agencies should support a rural level of development....

In addition, several King County Countywide Planning Policies specifically support this proposal, including"

- FW-8: ....Rural areas provide ... benefit to King County. Strategies to .....(provide) infrastructure and services in rural areas may be needed to support a defined rural level of service....
- FW-9: A fundamental component of countywide planning strategy is the maintenance of the traditional character of the rural area....
- CO-3: Service provision shall be coordinated to ensure the protection and preservation of resources in ... rural areas ... while addressing service needs (appropriate to the rural area.)

#### 4. **Boundary Review Board Factors**

The proposed merger of NFD into WF&R reportedly will comply with RCW 36.93.170 as briefly summarized below:

Factor 1 speaks of plans, policies, and agreements that are needed to support merger of NFD into WF&R. The Fire Districts have established documents and plans for systems that support this merger including:

- full array of fire protection and emergency medical services will be provided;
- service levels will be maintained or improved;
- costs for services will remain essentially consistent with existing costs.

NFD and WF&R have demonstrated the interest in and capacity to provide the necessary fire protection and emergency medical services to their territories.

Factor 2 speaks to availability of and need for municipal services and establishes criteria requiring resources and funding to support these services. NFD and WF&R currently provide fire protection and emergency medical services. The merger of NFD with WF&R will maintain (and/or increase) efficiencies in serving the areas currently within the boundaries of both Districts. Specific revenue/expenditure data is reported below.

NFD and WF&R estimate no loss of revenue. Both Districts are approximately the same size and share similar financial plans (e.g., maintain comparable reserves; receive revenue from the same two primary sources: levies and fire benefit charges).

Specifically, for levies collected in 2020, WF&R had a levy of 0.74990 per \$1,000 and NFD has a levy rate of 0.63151 per \$1,000. Both fire districts are below their maximum levy rate of \$1.00 per \$1,000.

Both Districts have fire benefit charges that were renewed for six (6) years in 2019. For fees collected in 2020, WF&R fire benefit charges totaled \$6,956,565.00

and NFD fire benefit charges totaled \$4,450,000.00. Both fire districts are significantly below the maximum fire benefit charge of 60% of the operating budget. Reportedly, if the fire districts combined their 2020 budgets, merger agency fire benefit charges are stated to be up to approximately \$15 million.

If merged, the merged fire district would experience no short-term loss in revenue. The merged fire district would have capacity in both its levy and fire benefit charges to increase revenue over time, if needed.

The merger of NFD into WF&R is reportedly expected to reduce expenditure due to increased efficiency of scale. The extent of the savings is variable depending on the assumptions made. On December 15, 2020, the fire districts issued a press release with the following anticipated savings:

- Property owners in Northshore Fire Department would save a projected \$0.111 per \$1,000 of assessed property value or 8.5% of the effective tax rate.
- Property owners in Woodinville Fire & Rescue would save \$0.07 per \$1,000 or 5.6% of the effective tax rate.

NFD has an outstanding bond levy of 0.13113 per \$1,000. The properties within Northshore Fire Department's current jurisdiction are liable for the bond levy. For summary purposes of this Notice of Intention, we have combined the fire levy rate with its bond levy rate.

Factor 3 speaks to effects of a proposal on the economic and social interests and on the local government structure of a community. NFD currently provides fire protection and emergency medical service within its jurisdiction. WF&R provides services within its jurisdiction. These services occur under an interlocal agreement providing protection and emergency medical services to a number of communities. If the merger is approved the citizens in both Districts would

continue to receive services under the existing service plans.

The proposed NFD/WF&R merger will create the sole District that is available to serve the Area. There is no other agency that has the necessary proximity; the necessary resources; and necessary funding to provide a full array of services to this Area.

## **5. Boundary Review Board Objectives**

NFD and WF&R representatives report that the proposed merger would be consistent with RCW 36.93.180 (Objectives of the Boundary Review Board).

**Objective 1:** The proposed merger would help to preserve and enhance the community (Objective 1) through the provision of a coordinated public service that would support public health and safety in a more effective and efficient manner.

**Objective 2:** The proposed merger is also consistent with Objective 2 because it supports quality levels of service in an area that is defined by the borders of NFD and WF&R.

**Objective 3:** The merger is also consistent with Objective 3, which calls for logical, viable service areas. NFD and WF&R have approved plans, technology, and resources required to provide coordinated, orderly service to properties within the combined communities to which the agencies provide services.

North City Water District; Woodinville Water District; Kenmore Water District; Lake Forest Park Water District; Northshore Utility District will continue to serve the currently designated underlying urban and rural properties.

All other services – e.g., wastewater services, stormwater services, police, schools -- will remain as they were prior to the merger.

\*\*\*

*Note: The Boundary Review Board has notified these agencies as required by RCW 36.93. Northshore*

*Fire Department and Woodinville Fire & Rescue has also sent affected agencies notice of the proposed merger.*

Objective 4; Objective 7: The proposed merger would be consistent with Objective 4 and Objective 7 which call for regular, practical boundaries. The merger is based upon existing jurisdictional boundaries. It is planned to address existing and future needs for fire prevention and emergency services in the underlying communities in a more coordinated system.

Objective 9: With respect to Objective 9, the proposed merger will include continuing services to both urban and rural lands (and some designated resource lands within) but will have no direct impact on any resources that may be located in this territory.

\*\*\*

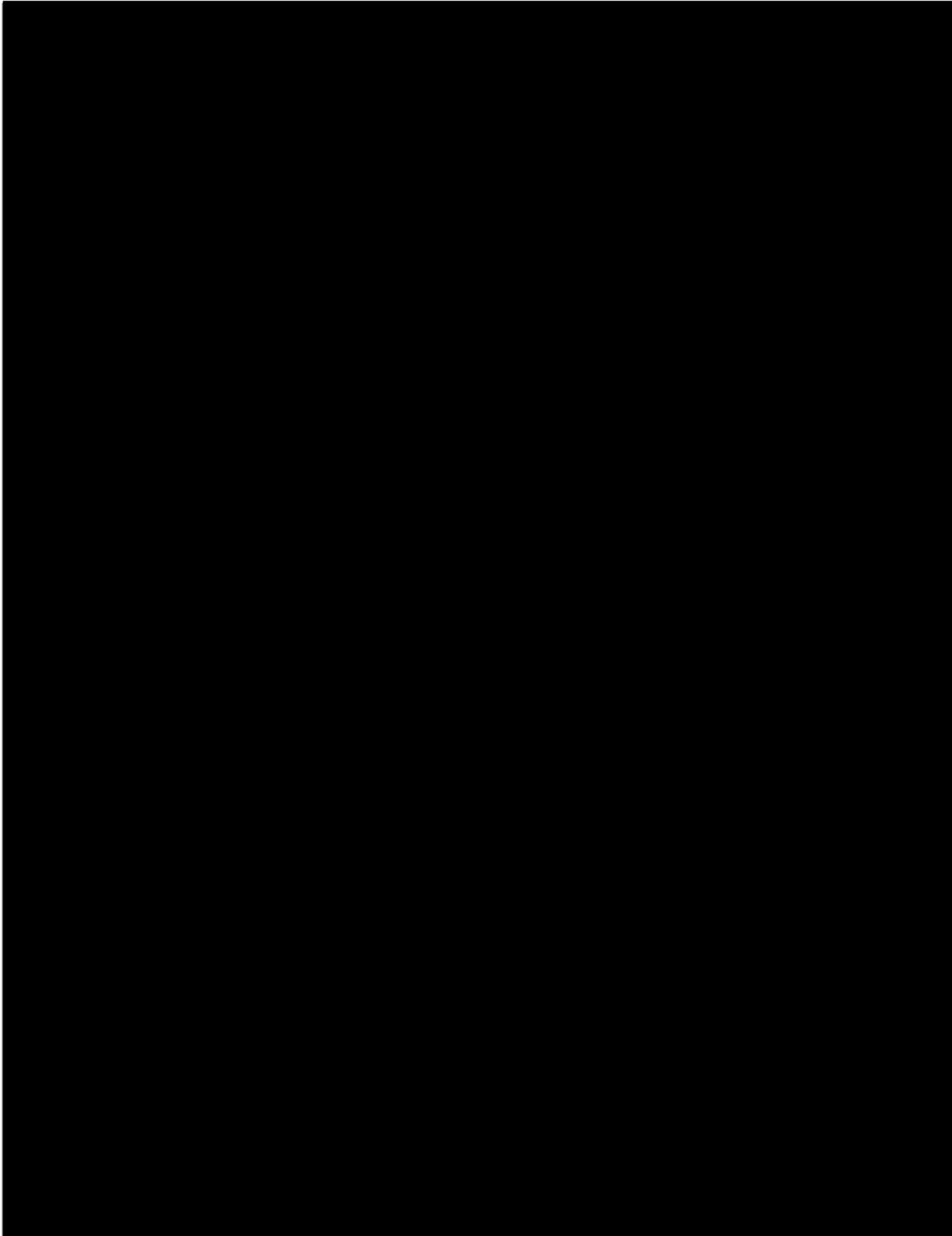
Objectives 5, 6, 8:: These Objectives are not applicable to File 2405.

## **CONCLUSIONS**

The Northshore Fire District No. 16 merger into Woodinville Fire and Rescue is consistent with the overall goals of the Growth Management Act (GMA) as well as the King County Comprehensive Plan and the Countywide Planning Policies. Cities plans and programs also support the provision of essential public services. Joining the Districts will provide for more inclusive service area boundaries thereby permitting more efficient coordinated services thus supporting public health, safety, and general welfare.



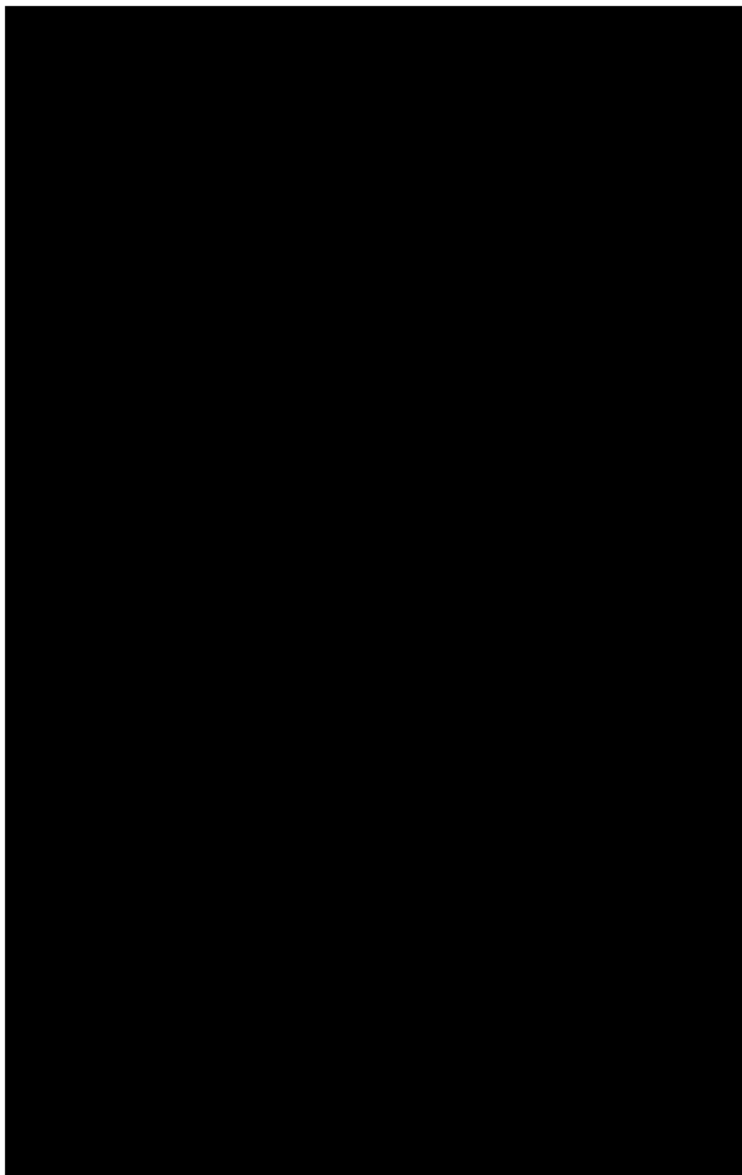
Attachment A – RCW 52.06. (From the Desk of Robert C. Kaufman, SDPA)





\*\*\*

**Attachment B – RCW 52.06.010 (From the Desk  
of Robert C. Kaufman, SDPA)**





## King County

### Metropolitan King County Council

Melani Pedroza, *Clerk of the Council*

King County Courthouse

516 Third Avenue, Room E-1204

Seattle, WA 98104-3272

**Tel: 206.477.1025**

**Email: [melani.pedroza@kingcounty.gov](mailto:melani.pedroza@kingcounty.gov)**

TTY 296-1024

Web: [www.kingcounty.gov/council/clerk](http://www.kingcounty.gov/council/clerk)

November 10, 2021

Dave Wilson  
King County Department of Elections  
919 SW Grady Way  
Renton, WA 98055

RE: Northshore F.D.- Woodinville Fire and Rescue Merger  
(BRB File No. 2405)

Dear Dave:

This annexation was **rejected** by the voters on April 27, 2021. A copy of the certification of election is enclosed for your review.

This action has been finalized and is now a matter of public record. If you have any questions, please call me at (206) 477-1025.

Sincerely,

Melani Pedroza  
Clerk of the Council

MAP

Attachments: Distribution List  
Certification of Election

cc: Lenora Blauman, Washington State Boundary Review Board for King County  
Angelica Velasquez, Washington State Boundary Review Board for King County  
Sue Gordon, Communications Section, KC Department of Public Safety  
Darrell Rodgers, Environmental Health Division, KC Department of Public Health  
Lourdes St. John, Treasury Manager, Executive Services  
Paul McCombs, GIS Section, KC Department of Information Technology  
Adam Cabrera, GIS Section, KC Department of Information Technology  
Dennis Higgins, GIS Section, KC Department of Information Technology  
Frank Whitman, GIS Section, KC Department of Information Technology  
Rey Sugui, KC Department of Local Services  
Lydia Reynolds-Jones, KC Department of Local Services  
Trevor Cray, KC Department of Local Services  
Brandy Rettig, KC Department of Local Services  
Denise Ainslie, KC Department of Local Services  
Cindy Torkelson, KC Department of Local Services  
Rick Thibodeau, KC Department of Local Services  
Karen Derr, KC Department of Local Services  
Stephanie MacLachlan, KC Executive Services  
Lisa Owen, KC Department of Local Services  
James Bach, KC Department of Local Services  
Hong Nguyen, KC Department of Natural Resources and Parks, WLRD  
Andy Micklow, Council Staff  
Connie Wong, KC Real Estate Services  
Janise Fessenden, KC E-911 Program  
Miranda Brewer, KC Department of Public Safety  
Environmental Review – NW Regional Office  
Puget Sound Energy  
Jim Chan, KC Department of Local Services



**King County**

Department of Elections  
Julie Wise, Director

vote!

STATE OF WASHINGTON       )  
  ) SS.  
COUNTY OF KING            )

This is to certify that on April 27, 2021, there was held a special election in the King County Fire Protection District No. 16, King County, Washington, for the submission of a ballot measure to the voters for their approval or rejection;

That the results of the election were duly canvassed by the King County Canvassing Board on May 7, 2021, and the results of said canvass are as follows:

**Proposition No. 1**

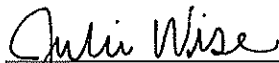
**Merger of Northshore Fire Department into Woodinville Fire & Rescue**

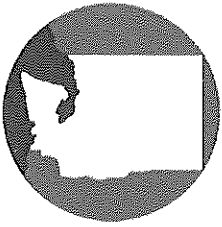
Approved	2,044	20.13%
Rejected	8,108	79.87%

**Validation requirements**

Proposition No. 1 required a simple majority to pass (RCW 52.06.050)

Dated at Renton, King County, Washington, this 10<sup>th</sup> day of May 2021.

  
Julie Wise, Director



***Washington State Boundary Review Board***  
***For King County***

*Yesler Building, 400 Yesler Way, Room 205, Seattle, WA 98104*  
*Phone: (206) 477-0633 • [www.kingcounty.gov/brb](http://www.kingcounty.gov/brb)*

March 1, 2021

Northshore Fire District  
Greg Ahern, Interim Fire Chief  
7220 NE 181<sup>st</sup> St.  
Kenmore, WA 98028

RE: CLOSING LETTER FOR COMPLETED ACTION –  
**File No. 2405 – Northshore F.D.-Woodinville Fire and Rescue Merger**

Dear Chief Ahern:

We are writing to advise you that the Boundary Review Board has now completed the required evaluation, as specified in RCW 36.93, for the above-referenced proposed action filed with the Board effective **January 11, 2021**.

The Boundary Review Board also provided a 45-day public review period, as prescribed by RCW 36.93. The Board received no request for a public hearing of this proposed action during the public review period.

The Boundary Review Board, therefore, hereby deems this proposed action approved effective **February 25, 2021**. Final approval of the proposed action is also subject to the following actions, where applicable:

1. Sewer and Water District actions and some other actions are also subject to approval by the Metropolitan King County Council. If the Council makes changes to the proposal, the Board may then be required to hold a public hearing.
2. Filing with King County of franchise application(s), as required, accompanied by a copy of this letter.
3. Filing with King County of permit application(s), as required, accompanied by a copy of this letter.
4. Fulfillment of all other statutory requirements and/or procedures specified in your Notice of Intention.

March 1, 2021

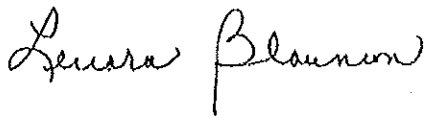
5. Notification in writing of your intended effective date of annexation. This notification should be provided as early as possible. Please send this information to:

Karen Wolf, Section Manager  
Strategic Planning and Policy Section  
King County Office of Performance, Strategy and Budget (OPSB)  
401 Fifth Avenue, Suite 810  
Seattle, Washington 98104

6. Filing with King County Council of: (1) one certified copy of final resolution or ordinance accomplishing this proposed action; and (2) a copy of this letter. This document should be filed with the Clerk of the Council (Attn: Melani Pedroza), King County Courthouse, Room 1200, Seattle, Washington 98104.

If you have questions or would like additional information, please contact our office at (206)-477-0633.

Sincerely,



Lenora Blauman  
Executive Secretary

cc: Melani Pedroza, Clerk of the Council  
Mike Reed, Council Administration  
Dave Wilson, Elections Division  
Danielle Perry, Department of Assessment  
Sophia Siv, WLRD  
Toni Carpenter, KCGIS  
Lydia Reynolds-Jones, Manager, Road Services Division, Dept. of Local Services  
Rey Sugui, Department of Local Services  
Janise Fessenden, Senior Database Specialist, King County 911 Program  
Director, Permitting Division, Department of Local Services  
Karen Wolf, Office of Performance, Strategy and Budget (OPSB)  
Jae Hill, Department of Natural Resources  
Connie Wong, Facilities Management Division, Real Estate Section