

Respondent Names
Northshore Fire Dept/Fire Commissioners
Complainant Name
Jeremy Jamerson & IAFF Local 2459
Complaint Description
<p>Citizensforasafernorthshore reported via the portal (<i>Wed, 7 Apr 2021 at 3:40 PM</i>)</p> <p>The district/commissioners are using facilities and tax dollars to promote and ask for approval of a ballot measure. They are also mailing out a direct mailer to all voters asking for approval of the ballot measure. The district/commissioners have also spent 70,000 to a PR firm to do these promotions.</p> <hr/> <p>Esmeralda Valenzuela reported via email (<i>Tue, 20 Apr 2021 at 1:46 PM</i>)</p> <p>To: "pdc@pdc.wa.gov" pdc@pdc.wa.gov</p> <p>Cc: franco@workerlaw.com</p> <p>Good afternoon,</p> <p>Attached please find correspondence from Danielle Franco-Malone sent on behalf of IAFF Local 2459 in regards to the complaint filed on April 7, 2021. Please reach out to Danielle Franco-Malone with any questions or concerns.</p> <p>Thank you, Esmeralda</p> <div style="display: flex; align-items: center;">  <div> <p>BARNARD IGLITZIN & LAVITT LLP</p> </div> <div style="border-left: 1px solid black; padding-left: 10px; margin-left: 10px;"> <p>ESMERALDA VALENZUELA she/her <i>Paralegal</i> Hablo Español</p> <p>DIR: 206.257.6014 FAX: 206.378.4132</p> <p>18 West Mercer Street, Suite 400, Seattle, WA 98119</p> </div> </div> <p>This communication is intended for a specific recipient and may be protected by the attorney-client and work-product privilege. If you receive this message in error, please permanently delete it and notify the sender.</p> <p>2021 04 20_LTR_Franco-Malone to PDC re Complaint v Northshore_FINAL.PDF 1.69 MB</p>
What impact does the alleged violation(s) have on the public?
Using tax dollars and government facilities to promote a ballot measure. Providing misleading information to sway votes.
List of attached evidence or contact information where evidence may be found
This is the type of content they have in all post and press releases. This one was in the shoreline area news.

“The Northshore Fire Department is asking voters to approve a merger with Woodinville Fire and Rescue during the April 27, 2021 Special Election,” said Woodinville Fire and Rescue Chief Greg Ahearn in a letter to Shoreline Area News.

List of potential witnesses with contact information to reach them

Jeremiah Ingersoll
(425) 765-5454

Certification (Complainant)

I certify (or declare) under penalty of perjury under the laws of the State of Washington that information provided with this complaint is true and correct to the best of my knowledge and belief.



18 West Mercer Street, Suite 400
Seattle WA, 98119
TEL (800) 238.4231
FAX (206) 378.4132

DANIELLE FRANCO-MALONE
Partner
DIR (206) 257.6011
franco@workerlaw.com

VIA E-MAIL TO
pdcc@pdcc.wa.gov

April 20, 2021

Peter Lavelle
Executive Director
Washington State Public Disclosure Commission
PO Box 40908
Olympia, WA 98504-0908

Re: Northshore Fire District Campaign Finance Violations
Our File No. 4537-004

Dear Mr. Lavelle:

We write to supply additional information and evidence related to the complaint filed by IAFF Local 2459 on April 7, 2021.

FACTUAL OVERVIEW

On November 17, 2020, Northshore Fire Department approved a resolution calling for a special election that would include a ballot proposition asking voters to approve a merger with the Woodinville Fire Department.¹ The Northshore Fire Department broadcasts its support for the ballot proposition that would authorize the merger online on its website and on Facebook. The Department's website has both a page dedicated solely to the proposed merger as well as related content on its news page.² On approximately April 7, 2021, the Northshore Fire Department mailed Northshore households a political advertisement regarding the proposed merger, touting various supposed benefits of a merger (see Ex. A). On approximately the same date, a pro-merger PAC, Citizens 4 Fire Merger sent out a political advertisement encouraging voters to "Vote Yes" on the ballot proposition (see Ex. B). The PAC's mail pieces contain a QR code that links to the Department's web page with information about the merger (<http://www.northshorefire.com/merger-updates/>).

David Maehren is a Commissioner of the Northshore Fire Department. Commissioner Maehren voted to recommend to voters the merger of Woodinville Fire & Rescue with the Northshore Fire Department. Commissioner Maehren has made two in-kind contributions to the Citizens 4 Fire Merger PAC: a GoDaddy website, valued at \$50, and over 200 yard signs, valued

¹<https://www.kingcounty.gov/~media/depts/elections/how-to-vote/ballots/whats-on-the-ballot/ballot-measures/202104/kc-fire-16>.

²<https://www.northshorefire.com/merger-updates/>; <https://www.northshorefire.com/news/>.

at \$1,099. Commissioner Maehren is also one of only three contributors to the PAC, having made a cash contribution of \$1,000. Commissioner Maehren's contributions of \$2,149 constitute approximately two-thirds of the total reported contributions received by the PAC.³

On April 8, 2021, Commissioner Maehren was spotted placing yard signs he purchased for the PAC across the street from the Department (see Ex. C). Like the mail pieces, the yard signs have a clear promotional tone, and include a QR code that links to the Department's web page with information about the merger (<http://www.northshorefire.com/merger-updates/>).

ARGUMENT

1. The Northshore Fire Department Violated RCW 42.17A.555 By Sending Mailers That Contained Misleading And Inaccurate Financial Information.

State statute forbids local governments from using public employees or facilities for the promotion of any ballot proposition:

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign. . . for the promotion of . . . any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency.

RCW 42.17A.555.

RCW 42.17A.555 does not prevent a public office or agency from "making an objective and fair presentation of facts relevant to a ballot proposition, if such action is part of the normal and regular conduct of the office or agency." WAC 390-05-271. Normal and regular conduct is "conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner." WAC 390-05-273. Significantly, "[n]o local office or agency may authorize a use of public facilities for the purpose of . . . promoting . . . a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use." *Id.*

PDC Interpretation 04-02⁴ explains that local governments are permitted to distribute an "objective and fair presentation of the facts for each ballot measure." *Id.* at 4 (emphasis added). As defined by PDC Interpretation 04-02, the clause "objective and fair presentation of the facts"

³ While the PAC's sole-filed C-4 indicates a total of \$4,100 cash received, only \$2,200 in cash has been reported on the committee's C-3s, plus \$1,149 in in-kind contributions, for a total received of \$3,349. It thus appears that the Committee has either failed to report \$751 in contributions, or reported an inaccurate amount of total cash received on its April 6, 2021, C-4 report.

⁴ Available at https://www.pdc.wa.gov/sites/default/files/04-02Revised052213.rev_.pdf.

means that “in addition to presenting the facts, the materials should present accurately the costs and other anticipated impacts of a ballot measure.” *Id.* at 6 n. 3.

Here, the Northshore Fire Department is not distributing information about the facts as they currently stand, but rather is relying on obsolete facts that have since been rendered, at best, misleading by subsequent and more current finances. Northshore’s mailers supporting Proposition 1 contain misleading and inaccurate information that is likely to confuse and deceive voters. Specifically, the mailers state that a merger would result in an 8.5% tax decrease due to reduced administrative costs and economies of scale. This assertion is presumably based on the financial projections included on the website that the QR code on the mailer links to: <https://www.northshorefire.com/merger-updates/>. That website contains the same assertions, as well as claiming that \$1.7 million would have been saved in 2021 if the two districts were merged, linking to a page with financial projections that allegedly support these assertions. https://2ci8oq11wst615ry1rwahoto-wpengine.netdna-ssl.com/wp-content/uploads/2021/01/Future-Costs_01_20_21.pdf. However, the financial projections included in the mailer and on the Northshore Fire Department’s website rely on underfunding the budget of the combined agency by \$1.04 million in 2021, which results in expenses greater than revenues to attain the stated 8.5% savings. In other words, \$1.7 million is only saved if the new, combined agency acquires less money from taxpayers than it needs to pay for all of its expenses, which is either a counterfactual hypothetical or a misleading one (i.e., \$1.7 million could *also* be “saved,” without a merger, if the District were to similarly engage in deficit spending).

Furthermore, the mailer makes claims that are based on budget projections that rely on information that are no longer accurate because newer, more current information is available. The District links to a webpage containing a seven-year projection showing future budgetary projections based on the initial projections for 2021, including the underfunded 2021 projections. <https://2ci8oq11wst615ry1rwahoto-wpengine.netdna-ssl.com/wp-content/uploads/2021/04/7-Year-Budget-Projection.pdf>. Since the time this information was assembled in August 2020, the 2021 adopted budget numbers have changed significantly, as reflected in the Department’s own budget. *See* <https://2ci8oq11wst615ry1rwahoto-wpengine.netdna-ssl.com/wp-content/uploads/2020/10/2021-BoFC-Packet-for-website.pdf>. The updated financial information is incongruent with the outdated figures in the District’s seven-year projection, and makes clear that the savings that the Department continues to tout are misleading and unsustainable. In other words, based on its own budget projections, the Department’s mailers provide Northshore voters with inaccurate, obsolete information.

A similar situation was presented in *Whatcom County Officials*, PDC No. 1122, where the PDC found that a mailer sent by a county in support of a ballot proposition violated the law because, in part, it was not a fair and objective presentation of facts because it did not accurately present the costs and other anticipated impacts of the ballot measure and because some of the pictures in the mailer were inflammatory. It was further found to be a violation in part because it failed to disclose that passage would max out the County’s ability to tax for public safety issues for 30 years. Just as in *Whatcom County Officials*, in this case, the Northshore Fire Department withheld information that is at odds with the older, less-accurate information it provided in its mail piece.

The Department violated PDC guidance by not “present[ing] accurately the costs and other anticipated impacts of a ballot measure.” Instead, by presenting outdated projections based on old data, the Fire District disseminated inaccurate facts to voters. By introducing this misinformation into an election information ecosystem, the Northshore Fire Department failed to satisfy the responsibility that local governments have to inform the general public of the operational and maintenance issues facing local agencies. *See* PDC Interpretation 04-02 at 3. It is neither an objective nor fair presentation of facts, and violates RCW 42.17A.555.

2. The Northshore Fire Department and/or Commissioner David Maehren Has Unlawfully Used Public Facilities to Promote a Ballot Proposition By Facilitating Or Condoning the Use of the Department’s Logo on Mailers Expressly Supporting Proposition 1.

As noted in the statement of facts, Citizens 4 Fire Merger sent a political advertisement that included the Northshore Fire Department’s Logo. As discussed in the Complaint filed by IAFF Local 2459 against Citizens 4 Fire Merger, it appears that a Northshore Fire Department Commissioner, David Maehren, was involved in this misappropriation of the District’s logo. The PAC’s misappropriation of the Department’s logo, which violates PDC guidance, is further exacerbated by the PAC’s use of QR codes that link to official Fire Department publications. Commissioner Maehren has contributed the majority of the PAC’s finances and was likely involved in the creation of the political mailer that misappropriated the District’s logo.

Further, to Complainant’s knowledge, the Department has not taken any action to convey to voters that the mailer sent by Citizens 4 Fire Merger was not, in fact, an official Department mailer, such as by putting up a statement on its website. Instead, it has benefitted from the PAC having made communications that the Department could not itself have made. Complainant also believes that the Department has not taken any action to ensure that its logo is not misappropriated by Citizens 4 Fire Merger again in future mailings. The Department has utterly failed to take any such action and has instead remained complicit while a PAC funded by one of its Commissioners has used the Department’s logo to make it appear that the Department itself is sending political advertisements supporting the merger.

3. The Northshore Fire Department, and Interim Chief Greg Ahearn, Have Violated RCW 42.17A.555 By Making Statements to the Press In Support of Proposition 1.

According to a recent article published in Shoreline Area News, Chief Greg Ahearn recently wrote a letter to the Shoreline Area News that purported to speak on behalf of the Northshore Fire Department. See <https://www.shorelineareanews.com/2021/04/lfp-residents-to-vote-on-proposed-fire.html?m=1>. In the letter, Chief Ahearn expressly supported Proposition 1: “The Northshore Fire Department is asking voters to approve a merger with Woodinville Fire and Rescue during the April 27, 2021 Special Election.” On information and belief, Complainant believes that this letter was written using the Chief’s Fire District email, on a District computer, and on work time.

In sum, the Northshore Fire Department, through Chief Ahearn, has used public resources to support a ballot measure, in violation of RCW 42.17A.555 by expressly asking voters to approve the merger.

CONCLUSION

We urge the PDC to conduct an immediate review into these allegations. The serious nature of these actions warrants referral to the Attorney General, pursuant to RCW 42.17A.755(4). *See* RCW 42.17A.755 (PDC Commissioner can refer a matter to attorney general when the commissioner believes that “an apparent violation potentially warrants a penalty greater than the commission’s penalty authority” or “the maximum penalty the commission is able to levy is not enough to address the severity of the violation.”). The severity of the FCPA violations committed by the Department, as well as Chief Ahearn and Commissioner Maehren, warrant penalties greater than the maximum the PDC is authorized to impose.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Gabe Frumkin
Counsel for IAFF Local 2459

cc: Jeremiah Ingersoll
Jeremy Jamerson

EXHIBIT A

MANY FIRE AGENCIES IN WASHINGTON ARE MERGING WITH THE GOAL TO BE MORE EFFICIENT FOR TAXPAYERS, RESIDENTS, AND BUSINESSES.

WILL THIS IMPACT SERVICE LEVELS?
No. The Northshore fire stations will remain open with the same number of professional firefighters and apparatus serving your neighborhood. Working as one agency would allow for an additional emergency unit to respond to calls on certain days. This is possible without the need to increase staffing and could reduce overtime costs for taxpayers.

WHAT ELSE DO I NEED TO KNOW?
Under Woodinville's current policy, Northshore residents would receive no-cost basic life support patient transports instead of having to pay for that service. The merger also is expected to provide additional training opportunities for firefighters and more community engagement and fire prevention programs in local schools.




WHY WOODINVILLE FIRE & RESCUE?
Northshore and Woodinville have a long-standing partnership already. They currently share administrative positions and departments, including Fire Chief, Deputy Fire Chief, Chief Administrative Officer, finance, human resources, and IT. Both agencies are strong financially and operationally, are approximately the same size, and fund emergency services with a fire levy and fire benefit charge.

WHAT ABOUT PROPERTY TAXES?
If the merger were in place today, Northshore property owners would pay an estimated \$0.11 less per \$1,000 of assessed property value or 8.5% of the effective tax rate.* As one agency, there would be economies of scale in purchasing goods and services, and the overall cost to fund stations and apparatus is projected to be less per property taxpayer.

*These numbers are based on 2021 home values, which is the most current data available. The new effective tax rate would take effect in 2022 should the merger be approved.

THE NORTHSHORE FIRE DEPARTMENT IS ASKING VOTERS WHETHER TO APPROVE MERGING WITH WOODINVILLE FIRE & RESCUE ON THE APRIL 27, 2021 SPECIAL ELECTION BALLOT.


WWW.NORTHSHOREFIRE.COM/MERGER-UPDATES



NORTHSHORE FIRE DEPARTMENT PROPOSED MERGER WITH WOODINVILLE FIRE & RESCUE

LEARN MORE ABOUT THE BALLOT MEASURE
WWW.NORTHSHOREFIRE.COM/MERGER-UPDATES

**SPECIAL ELECTION
APRIL 27, 2021**


Northshore Fire Department
7220 NE 181st Street Kenmore WA
98028

PRESORTED STD
US POSTAGE
PAID
IQ DIRECT
98201

18 / 9865 / *****ECRWISS**C-015
THE WOOLLUM FAMILY - OR CURRENT
18410 64TH AVE. NE
KENMORE WA 98028-7904

EXHIBIT B

VOTE
☒ **YES**
Proposition 1

Northshore Fire and Woodinville Fire & Rescue will merge to create a new fire department EVERYONE BENEFITS

Improved services
✓ Most days one additional aid car or fire engine will be in service district-wide.
✓ Free patient transportation to local hospitals. Most agencies either charge for this service or utilize a private ambulance service that bills the patient, as Northshore Fire does today.

Lower taxes
Average tax rate is reduced by 8.5% due to reduced administrative costs and economies of scale.

Local control retained
Existing boards of commissioners are merged. Your representation is preserved.

New agency
A new agency name will be selected with input from all stakeholders. Administrative headquarters will be combined at the Kenmore Fire Station 51.

Less Government
One special purpose taxing district is eliminated.

Strong Partnership
This is a merger of two well-run fire departments of similar size, population and tax base. Financial positions are strong with fully-funded reserve accounts. Administrative functions have already been successfully integrated. Together they provide support services the other agency lacked. Truly stronger together.


No reductions
All current fire stations will remain open with no reductions of uniformed fire fighters.

One unified labor group
The two existing labor groups will be unified as a single team, operating under one labor agreement and a single set of policies and procedures.

Firefighters will receive a wage increase
Labor negotiations will determine the exact wage and benefit package. Funds are budgeted for this increase. No firefighter's pay will be reduced.

GOOD GOVERNMENT DOES NOT HAVE TO COST MORE
The Northshore Board of Fire Commissioners diligently examined a variety of alternatives.
Cost models were reviewed by an independent financial consultant who assessed alternatives and savings.
Early in 2020 the Northshore and Woodinville boards combined administrative functions.
Once this option proved viable, the two agencies agreed a merger was in the best interest of both agencies and the citizens they serve.

More info at: <https://www.northshorefire.com/merger-updates/>



VOTE
☒ **YES**
Proposition 1

FIRE MERGER

WOODINVILLE FIRE & RESCUE

19235 73rd NE
Unit Main
Kenmore WA 98028

PRSR STD
US POSTAGE
PAID
SEATTLE, WA
PERMIT #699

FOR OUR FUTURE
citizens4firemerger.org

John & Lori Burrow
or Current Resident
8312 NE 169th St
Kenmore WA 98028-3911



EXHIBIT C



EXHIBIT D

Liz Loomis Public Affairs
Communications and Consulting Agreement
(5 pages)

COMMUNICATIONS CONSULTING AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ELIZABETH ANNE-STEAD LOOMIS
President, EASL Inc.

Roger Collins, Chair
Woodinville Fire & Rescue

David Maehren, Chair
Northshore Fire Department