

## **Northwest Fire Planning Consortium (Interlocal Agreement)**

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

### **RECITALS**

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire services agencies to provide emergency responder services, including fire protection, fire suppression, emergency medical services, non-emergent medical care and other associated services in their respective areas.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency's logistic needs.
4. The Agencies desire to coordinate and centralize the common program assessment and planning needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies and to gain the benefit of economies of scale for all participating Agencies.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish an administrative entity under the provisions of RCW 39.34.030 to be known as the Northwest Fire Planning Consortium "NWFPC" to implement a cooperative Planning division that serves each Agency according to its needs and the general service priorities and work plans established by the Planning Operations Board and approved by the Administrative Board. Each Agency shall retain full authority for and jurisdiction over its own fire-based emergency and non-emergency services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **Governing Structure of Planning Group.**
  - 2.1. **Administrative Board.**
    - (a) The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:
      - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement including, but not limited to designating one of the Agencies to serve as the lead fiscal agent for the NWFPC;

- (ii) Approving the work-plans jointly established by the Planning Operations Board and the Planning Group Chief.
  - (iii) Directing, guiding and overseeing the actions of the Planning Group Chief in working toward completing the Administrative Board approved work-plans.
  - (iv) Communicating with the governing bodies of the Agencies to this Agreement.
- (b) The Administrative Board shall meet a minimum of twice a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall work with the Planning Group Chief to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds in excess of the Administrative Board approved annual budget, shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

## **2.2. Joint Decision Making**

- (a) This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board based upon established policy and recommendations of the Planning Operations Board to modify command structures or organizational responsibilities relating to each Agency's Planning needs within the Planning Group.
- (b) Joint decision-making shall be exercised through recommendations or requests brought to the Administrative Board by the Planning Operations Board. Approval of these recommendations or requests by the Administrative Board shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall approve joint recommendations of the Planning Operations Board using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Approval of joint recommendations shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief's vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.
- (c) When the Administrative Board identifies an issue needing a decision that is not within the adopted work plans for the current year, the Administrative Board, through the Board Chair, shall notify the Planning Operations Board of the issue and request a

position report from the Planning Operations Board to be presented through electronic communication or at a special Administrative Board meeting to discuss and decide on the specific issue. In keeping with the intent of this agreement to serve each agency according to established work plans and priorities, this joint decision process is critical to maintaining the ability to represent each Agency's expectation to the annually adopted planning goals and work plans provided to the Planning Group Chief.

### **2.3. Planning Group Chief.**

- (a)** The Planning Group Chief shall be an employee of an Agency and shall be appointed by the Administrative Board for a term established by the Administrative Board. The Planning Group Chief shall be appointed based upon the competencies required in policies established for the Northwest Planning Consortium staff members. The Planning Group Chief, in conjunction with the Planning Operation Board shall be responsible for:
  - (i)** Serving as the Planning Operations Board Chair.
  - (ii)** Recommending annual planning budgets, goals, and work-plan objectives to the Administrative Board;
  - (iii)** Developing, recommending and assisting with implementing consistent standards and policies for Agency resource deployment, performance indicators and measures, mapping, risk assessment and mitigation, performance reporting, capital planning, and financial forecasting, to meet the general needs of NWFPC members and individual Agency priorities;
  - (iv)** Assuring that the standards and policies developed comply with applicable federal, state, and local laws, codes, rules, industry standards and regulations.
  - (v)** Managing the NWFPC Operations on a day to day basis to provide planning and assessment services in a professional, courteous, effective and efficient manner in compliance with the Code of Ethics of the NWFPC.
  - (vi)** Recommending staffing requirements, job descriptions, and organizational structure of the NWFPC.
  - (vii)** Developing an annual Budget for the NWFPC.
  - (viii)** Developing, recommending and assisting with implementing standard protocols for the procurement of software, materials, equipment and supplies to meet the assessment and planning needs of the NWFPC and individual member Agencies.
  - (ix)** Managing possible scheduling and work product conflicts with member Agencies. By nature of providing assessment and planning services for multiple agencies, conflicts of interest may arise from time to time. Should conflicts of interest or conflicts of work product priorities arise, the Planning Group Chief shall resolve such conflict using the NWFPC Code of Ethics.

- (x) Maintaining membership with appropriate planning organizations and professional associations.
- (xi) Performing such other tasks as directed by the Administrative Board.

#### **2.4. Planning Operations Board “POB”**

- (a) The POB shall be composed of the Planning Group Chief, and a Planning Representative appointed by each Agency pledged to or participating in this Agreement.
  - (i) The term “pledged to” shall refer to an agency who has pledged to participate through a letter of intent to join the Northwest Fire Planning Consortium at a start date in the future. Typical start dates are January 1 and July 1 of each year.
- (b) The POB shall be responsible for:
  - (i) Consulting and communicating with the Planning Group Chief regarding the structure, staffing, operations and planning goals of the Planning Group.
  - (ii) Working with the Planning Group Chief to establish consistency in Agency standards for resource deployment, performance indicators and measures, mapping, risk assessment and mitigation, performance reporting, capital planning, financial forecasting, and related materials, software and supplies.
  - (iii) Working with the Planning Group Chief to insure the Planning Group is operating in a manner that is consistent with and supportive of Agency operations.
  - (iv) Establishing rules, policies and practices governing a standard format of measuring and reporting Agency performance in accordance with industry standards.

**3. Planning Group Employees.** The Administrative Board shall identify the total number of employees necessary for the operation of the Planning Group based on the recommendations of the Planning Group Chief and POB. The Administrative Board may fill such positions by contracting with Agencies for the use of Agency personnel under the terms established in **Exhibit A**.

**4. Central Assessment & Planning Base.** Puget Sound Regional Fire Authority currently leases space in a centralized location that the Agencies may lease for office space for the NWFPC staffing.

#### **5. Fiscal Arrangements**

**5.1. Budget Process.** On or about August 15 of each year, the Administrative Board shall receive from the Planning Group Chief, a proposed annual budget for the NWFPC’s operations in the following year. The Budget shall identify each Agency’s Per Capita Financial Responsibility for the Administrative Costs, if any, in the following manner:

- (a) **Per Capita Financial Responsibility.** Shall be calculated as follows:
  - (i) The number of FTE Equivalents employed by the Agency in any capacity as a proportion of the total number of FTE Equivalents employed by all Agencies.

(For example, if the Total Agency FTE equivalents = 1000 and Agency X has 100 FTE equivalents, Agency X would be responsible for 10% of the Administrative Costs).

(ii) FTE Equivalents shall be calculated as follows. FTE shall be an employee hired to work a minimum of 2080 hours per year in any capacity. Each FTE shall count as 1 FTE. Part Time Employees shall be determined based on the proportion of hours hired to work as compared to an FTE (for example, a part time employee hired to work 1040 hours would count as .5 FTE). Volunteers will count as .25 FTE's regardless of hours worked).

(b) **Administrative Costs.** Administrative Costs shall include the following:

(i) **Facility Costs.** Costs of NWFPC Facilities including but not limited to rent and utilities for the facilities.

(ii) **NWFPC Employee Cost.** The costs, if any, of the Planning Employees appointed pursuant to Section 3.

(iii) **NWFPC Vehicle Costs.** The Costs of vehicles necessary to support the NWFPC's activities. Such vehicles may be provided by any Agency at an agreed reimbursement rate or may be purchased and owned directly by the NWFPC.

(iv) **NWFPC Direct Costs.** Costs for equipment, staffing and services that are not provided by any Agency and that are approved by the Administrative Board in the budgeting process.

(c) **Unbudgeted Costs.** In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency incurring the cost.

(d) **Cost/Service Reductions.** The Administrative Board shall have the authority to reduce an Agency's Costs if an Agency requires less than the full services covered by the Administrative Costs.

6. **Annual Evaluation Process.** The Administrative Board shall establish an annual evaluation process for each participating Agency to rate the services and satisfaction of the services provided by the NWFPC. Findings of the annual evaluation process along with accomplishments from the previous year shall be published and provided to each member agency.

7. **Records and Files.** Planning staff will maintain all records and files produced pursuant to this Agreement, except as to such original documents that are maintained by participating or support Agencies.

8. **Insurance**

8.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least

\$2,000,000 each occurrence. Each Agency shall provide the Group with a Certificate of Liability Insurance or Evidence of Coverage, which the LFA shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

## **9. Indemnification**

- 9.1.** Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- 9.2.** To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.
- 9.3.** Nothing herein shall be interpreted to:
  - (a)** Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its Employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
  - (b)** Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
  - (c)** Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

## **10. Dispute Resolution.**

- 10.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.

- 10.2. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 10.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter 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 both parties 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.
- 10.4. 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.

## **11. Term/Termination of Agreement**

- 11.1. This agreement shall be effective on January 1, 2019 and shall continue for a term of three (3) years. The Administrative Board may, extend the term of this Agreement for an additional three (3) years on or before June 1, 2021 without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- 11.2. In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than January 1 of the year prior to the year of the termination. A written notice to renegotiate shall specify the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.
- 11.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

## **12. Additional Agencies.**

- 12.1. Additional Agencies may join the Planning Group when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

**12.2.** If this agreement is terminated as to all Agencies each Agency shall receive its Planning Inventory Credit in cash, equipment or supplies as determined by the sole reasonable discretion of the Administrative Board. Any additional assets or liabilities shall be shared by the Agency's based on the per capita formula contained in Section 4.3(a).

### **13. Miscellaneous**

**13.1. Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**13.2. Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

**13.3. Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

**13.4. Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Planning Group are not impaired.

### **14. Execution.**

**14.1.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW




**Puget Sound Regional Fire Authority**

By:  \_\_\_\_\_

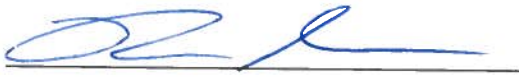
DATE: 3-20-19

**Renton Regional Fire Authority**

By:  \_\_\_\_\_

DATE: 2/25/2019

APPROVED AS TO FORM:

 \_\_\_\_\_

Brian Snure,  
Attorney for RFA

**NOTICES TO BE SENT TO:**

Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

APPROVED AS TO FORM:

 \_\_\_\_\_

Brian Snure,  
Attorney for RFA

**NOTICES TO BE SENT TO:**

Fire Chief  
18002 108th Ave S.E.  
Renton, WA 98055

**EXHIBIT A**  
**NORTHWEST FIRE PLANNING CONSORTIUM EMPLOYEES**

- 1. Employees.** Each Agency that provides Employees to the NWFPC, agrees that such Employees shall be provided consistent with the following terms and provisions.
  - 1.1.** The Agency shall remain as the employer of each Agency employee assigned as NWFPC Employees and shall be responsible for establishing and paying its Planning' Employees compensation and benefits.
  - 1.2.** It is understood by the Agencies that the services provided by Planning Employees pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
  - 1.3.** It is further understood that each Agency employee assigned to the NWFPC may be obligated to maintain training, certifications and other responsibilities not related to the employee's responsibilities to the NWFPC. The final calculation of FTE time devoted to and creditable to the costs share of employees assigned to the NWFPC shall be based upon the net hours available to NWFPC work. A percentage of leave time shall be calculated toward the NWFPC contribution equal to the percentage of time devoted to the NWFPC.
  - 1.4.** The Administrative Board shall establish the chain of command and job duties for Planning Employees under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Assigned Employees shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Planning Employees, but such guidance shall be optional and nonbinding on the Agency seeking guidance.
  - 1.5.** To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented Employee, the Planning Group Chief shall assist the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.