South King County Fire Training 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 departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services and non-emergent medical care in their respective areas.

3. It is recognized that the Agencies have staff that are performing similar tasks, on a daily basis, and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training.

4. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.

5. The Agencies have concluded that collaboration based on equal participation would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding.

6. The South King County Fire Training Consortium was initially created in 2013 and has adopted the following Mission and Vision Statements:

    a. **Mission**: Develop and deliver superior training to improve performance and safety.

    b. **Vision**: Unify and enhance regional training that improves operational consistency, implements industry best practices and promotes a shared culture of excellence.

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 a Training Consortium to further implementation of joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

2. Governing Structure of Training Consortium

2.1. Administrative Board.

(a) The Administrative Board shall be composed of the Fire Chief or Administrator 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 ("Fiscal Agent");

(ii) Directing, guiding and overseeing the actions of the Operations Board.

(iii) Implementing the recommendations of the Training Chief; and

(iv) Communicating with the governing bodies of the Agencies to this Agreement.

(b) The Administrative Board shall meet a minimum of twice per 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 have responsibility 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 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. Operations Advisory Team "OAT"

(a) The OAT shall be composed of the Training Consortium's Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:

(i) Consulting and communicating with the Training Chief on matters involving Agency operations.

(ii) Work with the Training Chief to establish consistency in Agency operations.

(iii) Work with the Training Chief to insure the training curriculum is consistent with Agency operations.

(iv) The Chair of the OAT shall report directly to the Administrative Board.

2.3. Training Consortium Chief.

(a) The Training Consortium Chief "Training Chief" shall be appointed by the Administrative Board, selected from one of the agencies of the Training Consortium. The appointment will be for a period of three years. The Training Chief shall be responsible for:

(i) Recommending annual goals and objectives to the Administrative Board;

(ii) Developing common operating guidelines for all Agencies;

(iii) Developing common training programs, processes, and instructional materials for all Agencies

(iv) Developing common training calendars for all Agencies;

(v) Performing such other tasks as directed by the Administrative Board.

(vi) Developing an annual Budget for the Training Consortium.

(vii) Managing the Training Consortium on a day-to-day basis.

2.4. Firefighter Training Advisory Team "FTAT"

(a) The FTAT shall be composed of uniformed staff participating in the Training Consortium as appointed by the Training Chief and each agency in a manner that insures each Agency is adequately represented. The FTAT shall be responsible for:

(i) Providing feedback and input to the Training Chief regarding the content of the training provided.

(ii) Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium

3. Joint Decision Making

3.1. 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 to modify command structures or organizational responsibilities relating to training within the Training Consortium.

3.2. Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions 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. Joint decisions 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.

4. Fiscal Arrangements

4.1. The Puget Sound RFA shall be the entity that manages the finances of the Training Consortium as part of the Puget Sound RFA's annual budget.

4.2. On or before August 1st of each year, the Administrative Board shall approve an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member as identified by the following components:

(a) **Training Officer Cost.** The cost of a Training Officer shall be based on the average costs of a Puget Sound RFA Battalion Chief, Captain and Firefighter respectively.

(b) **Administrative Costs.** The amount shall cover the Puget Sound RFA's administrative costs in managing the Training Consortium, including the cost of the Training Chief and necessary administrative staff support.

(c) **Supplies and Maintenance Costs.** The amount shall cover the Puget Sound RFA's costs in purchasing consumable supplies, professional services and other expenses associated with the delivery of Training.

(d) **Facilities Costs.** The amount shall cover the South King County Fire Training Consortium facility lease and related expenses, as well as costs associated with the use of Training facilities.

(e) **Cost Per Member.** FTE Cost +Administrative Costs + Supplies and Maintenance Costs + Facility Costs/Total number of uniformed members having the rank of Battalion Chief or below = Cost per Member.

(f) **Annual Agency Cost.** The Annual Agency Cost shall be based upon the agency's number of uniformed members having the rank of Battalion Chief or below for the budget cycle.

(g) The Annual Agency Cost may be satisfied by contributions of personnel (at the FTE value established above), cash, use of training facilities or other services as approved by the Administrative Board.

(h) Member agencies may choose to request additional services from the training consortium other than those provided for their uniformed staff. These services may include training events for volunteers or use of the Learning Management System (LMS) for civilians. These additional services shall be provided at the discretion of the Training Chief and with the approval of the Administrative Board. The Training Chief will establish a fee for service that ensures the training is cost neutral for the consortium.

4.3. 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.

4.4. In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the Puget Sound RFA on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.

5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, ("Resources"). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than $1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in **EXHIBIT A** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:

5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on **Exhibit A.** Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources "Ownership Share."

5.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.

5.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.

6. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers ("Training Personnel") to perform the functions as assigned by the Training Chief exercising authority under this Agreement.

6.1. The Training Chief shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Training Division. Through the joint decision-making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.

6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.

6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.

6.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek

input from the Administrative Board in hiring, evaluating, firing or disciplining Training Personnel, but such guidance shall be optional and nonbinding on the Agency seeking guidance.

6.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the Training Chief.

6.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. Training Consortium Chief

7.1. The agency that employs the Training Chief that is appointed by the Administrative Board agrees to hire and staff the Training Consortium Chief position. The agencies intend that the best candidate will be selected by the Administrative Board to serve as the Training Consortium Chief as contemplated by this Agreement. In recognition of this understanding the parties agree to work cooperatively in accordance with the following provisions to assist the Agency that employs the Training Chief in maintaining and rotating this position within the Training Consortium Agencies.

(a) The agency that employees the Training Chief that is appointed by the Administrative Board-shall be the employer of the Training Chief. Accordingly, that Agency shall be solely responsible for all matters related to the Training Chief's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline. The Administrative Board will also provide feedback concerning the performance of the said Training Chief to the Agency that is the employer of the Training Chief.

(b) The agency shall be solely responsible for the salary and benefits of its Training Chief and the Training Chief shall be considered "Training Personnel" pursuant to Paragraph 6 of this Agreement.

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 Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the PSRFA 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. Provided however each Agency, by executing this Agreement hereby expressly appoints the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification or hold harmless agreements or releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

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 of Agreement

11.1. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.

11.2. This agreement shall be effective on January 1, 2018 and shall continue for a term of two (2) years.

12. Termination/Withdrawal

12.1. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination by December 31st of the preceding calendar year. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency 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 Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.

12.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 5.

12.3. 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.

13. Additional Agencies.

13.1. Additional Agencies may join the South King County Fire Training Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

13.2. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one-year trial participation in the South King County Fire Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in joint resources and no administrative or decision-making authority.

14. Miscellaneous

14.1. 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.

14.2. 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.

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

14.4. 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 Training Consortium are not impaired.

15. Execution.

15.1. 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:_____

APPROVED AS TO FORM:

_____
Brian Snure,
Attorney for RFA

NOTICES TO BE SENT TO:

Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

CITY OF TUKWILA

By:_____

DATE:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

NOTICES TO BE SENT TO:

_____
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_____

KING COUNTY FIRE PROTECTION DISTRICT NO. 2

By:_____

DATE:_____

APPROVED AS TO FORM:

_____

Attorney for District

NOTICES TO BE SENT TO:

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_____
_____

NORTH HIGHLINE FIRE DISTRICT

By:_____

DATE:_____

APPROVED AS TO FORM:

_____

Attorney for District

NOTICES TO BE SENT TO:

_____
_____
_____

KING COUNTY FIRE PROTECTION DISTRICT NO. 20

By:_____

DATE:_____

APPROVED AS TO FORM:

_____

Attorney for District

NOTICES TO BE SENT TO:

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_____
_____

~~**MAPLE VALLEY FIRE & RESCUE**~~

By:_____

DATE:_____

APPROVED AS TO FORM:

_____

Attorney for District

NOTICES TO BE SENT TO:

_____
_____
_____

VALLEY REGIONAL FIRE AUTHORITY

By: _____
Eric E. Robertson, Administrator

DATE: 10-11-2018

RENTON REGIONAL FIRE AUTHORITY

By: _____

DATE: _____

APPROVED AS TO FORM:

_____
Joseph F. Quinn
Attorney for RFA

APPROVED AS TO FORM:

_____

Attorney for RFA

NOTICES TO BE SENT TO:

Valley Regional Fire Authority
1101 D Street NE
Auburn, WA 98002

NOTICES TO BE SENT TO:

_____
_____
_____

KING COUNTY FIRE PROTECTION DISTRICT NO. 28

By:

DATE:

APPROVED AS TO FORM:

Attorney for District

NOTICES TO BE SENT TO:

_____

_____

_____

VASHON ISLAND FIRE AND RESCUE

By:

DATE:

APPROVED AS TO FORM:

Attorney for District

NOTICES TO BE SENT TO:

_____

_____

_____

KING COUNTY
INTERNATIONAL AIRPORT

By:_____

DATE:_____

APPROVED AS TO FORM:

_____

Attorney for RFA

NOTICES TO BE SENT TO:

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_____

EXHIBIT A
JOINTLY OWNED RESOURCES