



COPY

## Fire District 1 of Snohomish County

12310 Meridian Ave., Everett, WA 98208 ~ (425) 551-1200 • Fax (425) 551-1249

May 27, 2003

**Chairman**

Brian S. McMahan

**Vice Chairman**

Charles E. Graham

**Commissioners**

Joan E. Miller  
Lawrence J. Hadland  
James D. Miller

**Fire Chief**

Jack McArthur

**Assistant Chief**

Edward C. Widdis

**District Secretary**

Ellen M. Ransford

Snohomish County Fire District No. 3  
163 Village Ct.  
Monroe WA 98272

Dear Chief Kunkle:

At their Regular Meeting of May 13, 2003, The Board of Commissioners of Snohomish County Fire District One appointed Commissioner Charles E. Graham to the ECSS Board of Representation as outlined in Section 3.3.1 of the East County Support Services Division Interlocal Agreement.

If you have any questions please contact me at 425/551-1233.

Sincerely,

Ellen M. Ransford  
District Secretary

cc: Chief Eastman  
SCFD#7

## *East County Support Services Division Interlocal Agreement*

V1.3f

This agreement is entered into this 18<sup>th</sup> day of March, 2003, by and between the following public agencies pursuant to the authority granted in Chapter 39.34 RCW: Snohomish County Fire District #1, and Snohomish County Fire District #3, and Snohomish County Fire District #7. In order to be considered as a Member in this Agreement, said agencies shall commit financial and human resources to the East County Support Services, Mechanical Services Division (hereafter referred to as the ECSS) as prescribed by the representatives of each agency.

### 1. Purpose:

- 1.1. The purpose of this Agreement is to provide for the functional consolidation of the existing East County Mechanical Services Division, and Snohomish County Fire District #1 Mechanical Services Division. Be it understood that the existing East County Mechanical Services Division has been in place since Interlocal Execution dated June 24, 1996 by member agencies Snohomish County Fire District #3, and Snohomish County Fire District #7.
- 1.2. This Agreement shall also identify the terms for which the services of the ECSS Division will be made available to non-member Governmental Agencies hereafter referred to as Subscribing Agencies.
- 1.3. Support Services Activities: Under the terms and conditions of this Agreement, the services provided by the East County Support Services Division may be expanded to include Facilities Resource Management, Facilities and Grounds Maintenance, Information Technology Support/Repair Services, Communications Equipment Support/Repair and other activities and services as deemed necessary by the ECSS Board.

### 2. Cooperative Resource Exchange:

- 2.1. Human Resources: Consistent with good policy and practice, and subject to the approval of each Member Agency's Board, each Member Agency shall assign personnel as agreed to by the Board of Representatives for the purpose of effective administration, management and operation of the ECSS. The ECSS Board of Representatives shall appoint a Chief of Support Services. The Chief of Support Services shall have a minimum rank of Battalion Chief.

2.2. **Facilities and Equipment:** All facilities and equipment currently owned and assigned to the ECSS shall remain the property of the individual agencies. Any facility and or equipment purchased by the ECSS shall be property held as tenants in common of the Members of the ECSS. Property will be identified as property of the ECSS, inventoried, and maintenance shall be the responsibility of the ECSS.

3. **ECSS Board of Representation:**

3.1 **Composition and Authority:** A representative Board shall be established and will be comprised of one voting representative from each Member Agency. Each Member Agency shall appoint one District Fire Commissioner to represent their agency on the ECSS Board.

3.2 **Responsibility:** The Board of Representation shall have the responsibility for approving policy, procedures, approving annual budgets, and acquiring, holding, and disposing of real and personal property.

3.3 **Meeting Schedule:** The ECSS Board shall meet bi-annually or as necessary. The purpose of these meetings will to be to administer this Agreement, review the ECSS Division annual report, budget approval, and for Division planning.

3.4 **Meeting Quorum:** A 2/3-member quorum shall be required to conduct ECSS business at advertised meetings.

3.5 All financial issues shall have a weighted vote that comprises 51% or greater of the member assessed valuation, and at least 2 of the 3 member votes to approve such expenditures. Failure to achieve a 51% or greater percentage and 2/3 member votes shall constitute a failure. For purposes of this agreement "financial issues" shall include all capital purchases, all hiring and employment decisions, which result in a fiscal impact and all budget certifications or approvals related to this agreement.

3.6 **Non-financial issues shall require a simple 2/3-majority vote.**

3.7 **Indemnification Board of Representation:** To the fullest extent permitted by law, ECSS on behalf of its Member Agency's shall indemnify any person who was or is or has been threatened to be made a party to any civil, criminal or administrative or investigative action, suit or proceeding by reason of the fact that he or she was a member of the Board of Representation of the ECSS, or otherwise

employed by the ECSS against expenses, including attorneys fees, judgments, fines any amount paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The indemnification provided by this shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. Provided, however, this indemnification shall not be applicable to activities or actions committed outside the scope of employment or duties of a person on the Board or Representation, if the same can be proven by clear, cogent and convincing evidence.

#### 4. ECSS Administrative Committee:

- 4.1. **Composition and Authority:** An Administrative Committee shall be established and will be comprised of one representative from each Member Agency. The agency that provides the Chief of Support Services shall consider this member as its representative, unless the Fire Chief of this agency wishes to otherwise designate a representative.
- 4.2. **Responsibility:** The ECSS Administrative Committee shall have the responsibility for formulating policy, procedures, establishing annual budgets, placement and management of personnel within the program, and recommending transactions related to the holding, and disposing of real and personal property. The ECSS Administrative Committee shall by consensus recommend to the ECSS Board of Representation matters for consideration.
- 4.3. **The ECSS Administrative Committee shall meet quarterly or as necessary.** The purpose of these meetings will to be to discuss program management issues, review the ECSS Division annual report, budget preparation, and for Division planning.
- 4.4. **Meeting Quorum:** A 2/3-member quorum shall be required to conduct ECSS business at scheduled meetings.
- 4.5. **Indemnification Administrative Committee:** To the fullest extent permitted by law, ECSS on behalf of its Member Agency's shall indemnify any person who was or is or has been threatened to be made a party to any civil, criminal or administrative or investigative action, suit or proceeding by reason of the fact that he or she was a member of the Administrative Committee of the ECSS, or otherwise employed by the ECSS against expense, including attorneys fees, judgments, fine an amount paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The indemnification provided by this shall not be deemed

exclusive of any other rights to which a person may be entitled as a matter of law or by contract. Provided, however, this indemnification shall not be applicable to activities or actions committed outside the scope of employment or duties of a person on the ECSS Administrative Committee, and the same can be proven by clear, cogent and convincing evidence.

5. ECSS Subscribing Agency Committee:

5.1. An ECSS Subscribing Agency Committee shall be created with the purpose of receiving feedback and adjusting service levels and programs to fit the needs of the region. The ECSS Subscribers Committee shall be open to include all municipal agencies with current ECSS Associate Interlocal Agreements on file with the ECSS Board.

5.1.1. The ECSS Subscribing Agency Committee shall meet no less than annually or as necessary to foster adequate information exchange and to discuss any proposed changes within the program.

6. Financing Procedures:

6.1. Snohomish County Fire Protection District # 3 shall serve as the Treasurer of the ECSS.

6.1.1. Program Funds: Snohomish County Fire Protection District # 3 as Treasurer of the ECSS shall by the provisions provided for under R.C.W. 39.34.030(4)(b) establish and maintain special funds for the purpose of operations and maintenance of the program. Such funds will be issued for the purpose of depositing any payments received by the treasury agency by participating parties for payments, contributions, if any, or any other monies received for the continued operation of the ECSS Division. Any monies accumulated in said funds shall be utilized solely for the continued operation of the ECSS and accessible at the sole discretion of the ECSS Board.

6.1.2. Program Expenses: Customary program expenses shall be identified and provided for within the ECSS Line Item Section Budget as established by the ECSS Board. Special Capital expenses shall be identified in a Capital Line Item Budget.

6.1.3. Fees: The shop labor-billing rate and other service charges will be set annually by the ECSS board and approved as part of the ECSS Section Budget process.

- 6.1.4. **Financial Self Reliance:** With the exception of Special Capital Expenditures, the ECSS Division is intended to be a financially self-reliant program. Fees shall be set based on the programs potential of producible revenue from services provided to Member Agencies and Subscribing Agencies versus the annual program expenses.
- 6.1.5. **Program *Special* Capital Expenditures:** Program Capital Expenditures that exceed \$10,000 shall be classified as *Special* Capital Expenditures and shall be divided between the Member Agencies based on a simple assessed value formula.

*Example:* Member A has an assessed value of 6 million, Member B has an assessed value of 4 million, and Member C has an assessed value of 1 million. The total ECSS member assessed value is 11 million. The example total ECSS *Special Capital* budget is \$30,000.

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

Per Capital Contribution: \$30,000 divided by total assessed value (11) = \$2,727.27 per million assessed.

Member A Contribution: 6 x \$2,727.27 = \$16,363.64  
 Member B Contribution: 4 x \$2,727.27 = \$10,909.08  
 Member C Contribution: 1 x \$2,727.27 = \$ 2,727.27

The formula for the year 2002 is:

Snohomish Co. Fire District#1	57.18%
Snohomish Co. Fire District#3	11.72%
Snohomish Co. Fire District#7	31.10%

- 6.2. **Special Financing:** By mutual agreement, the ECSS may agree to finance special programs and projects that benefit the ECSS Division.
- 6.3. **Invoices:** Invoices for services rendered by the ECSS shall be submitted to Member Agencies and Subscribing Agencies for payment upon completion of services rendered.
- 6.3.1. **Invoices for services rendered by the ECSS shall include a statement and itemized invoices for each occurrence of service performed by the ECSS on behalf of the agency.**

- 6.3.2. Member Agencies and Subscribing Agencies agree to remit to the ECSS promptly upon receipt of such notification all sums due.

7. Administration and Supervision:

- 7.1. Chief of Support Services: The ECSS Board shall appoint a Battalion Chief or higher-ranking officer (from a Member Agency) to serve as an intermediary between the ECSS Board, and the ECSS Division. This position shall be referred to as the Chief of Support Services.
- 7.1.1. The Chief of Support Services shall produce an annual report for the Member Agencies. The annual report will be presented to the ECSS Board prior to October 1<sup>st</sup>.
- 7.1.2. The Chief of Support Services shall have overall responsibility for budget administration and program operations.
- 7.1.3. The Chief of Support Services shall have authority over all personnel assigned to the Division.
- 7.2. Administrative Assistant: The Chief of Support Services shall appoint an Administrative Assistant as necessary to assist in the management of records, financing, data-entry, scheduling, inventory and other duties as assigned.
- 7.3. Skilled Labor: The Chief of Support Services shall appoint skilled labor positions as necessary to satisfy the missions of the Division.
- 7.3.1. Mechanical Services: The Chief of Support Services shall appoint positions to support the Mechanical Services Division as needed including;
- |                          |                     |
|--------------------------|---------------------|
| Fire Service Mechanic 1- | Shop Forman         |
| Fire Service Mechanic 2- | Journeyman Mechanic |
| Helper Mechanic-         | Shop Assistant      |
- 7.4. Other Specialty Positions: Other specialty positions shall be filled as deemed appropriate by the ECSS Board to support other functions of the Division such as Facilities Resource Management, Facilities and Grounds Maintenance, Information Technology Support/Repair Services, Communications Equipment Support/Repair and other activities and services as deemed necessary by the ECSS Board.
- 7.5. Personnel Exchange: It is agreed that Snohomish County Fire District #1 shall transfer the employment of the current Mechanic(s) to

Snohomish County Fire District #3 at a date to be specified by the ECSS Board. The following conditions shall apply;

- 7.5.1. Transferred employee(s) shall be appointed to positions as determined by the ECSS Board.
- 7.5.2. Transferred employee(s) shall receive wages and benefits from the ECSS program commensurate with the wages and benefits of comparable existing employees of the Division.
- 7.5.3. Any loss of salary and or benefit's experienced by the transferred employee(s) as a result of the transfer will be the responsibility of the transferring agency. The transferring agency shall negotiate the specific terms of the transfer with the employee(s) as needed.
- 7.5.4. Termination of Employment: If during the first twelve months following transfer, the transferred employee(s) are to be terminated for any reason, the ECSS Board shall confer with the transferring agency prior to such termination. Snohomish County Fire District #1 shall have the rights to agree with the termination, or hire back the employee(s).
- 7.5.5. Abolishment of Agreement: It is agreed that if for any reason this agreement is terminated and the ECSS program is abolished, the transferred employee(s) shall be reassigned to Snohomish County Fire District #1.
- 7.6. Indemnification of Chief of Support Services and Employees: To the fullest extent permitted by law, the ECSS on behalf of its Member Jurisdictions shall indemnify the Chief of Support Services and any employee who was or has been assigned responsibilities pursuant to this agreement or who has been threatened to be made party to any civil, criminal or administrative or investigative action, suit or proceeding by reason of the fact that he or she was assigned responsibilities to fulfill the requirements of this agreement. Such indemnification shall be against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. Provided, however, this indemnification shall not be applicable to activities or actions committed outside the scope of employment or duties of persons



assigned responsibilities under this agreement if the same can be proven by clear, cogent and convincing evidence.

**8. Subscribing Agencies:**

- 8.1 Other agencies such as are political subdivisions of the State of Washington may utilize the services provided by the ECSS Division upon request and completion of an Associate Interlocal Agreement (See Exhibit #1 Associate Interlocal Agreement).
- 8.2 Exclusion / Limitation: The ECSS Board reserves the rights to limit services provided and establish qualifications or contingencies to the providing of service.
- 8.3 Governmental Services: No services as anticipated herein shall be provided to any non-municipal agency. Agencies to become Subscribing Agencies under this Interlocal Agreement shall be political sub-divisions of the State of Washington or the Federal Government.
- 8.4 Termination / Limitation of Services: The ECSS Board shall have the right to terminate the participation of any other participating Subscribing Agency. The ECSS Board shall also have the authority to limit services provided to Subscribing Agencies after association has been established.
- 8.5 Priority: Services will be provided to Subscribing Agencies, as resources will allow. The Chief of Support Services has sole authority over work assignment priority.
- 8.6 Non-Exclusive: Notwithstanding any express or implied provision of this Agreement, all Subscribing Agencies reserve the right to provide for services of the type covered by this Agreement from their own resources or by contract or otherwise with outside persons or entities. No Subscribing Agency shall be required to exclusively use the services available under this Agreement.

**9. Term of Agreement:**

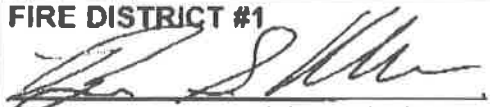
- 9.1 This Agreement shall be effective from the date of the signing of the Agreement until terminated as provided herein. The Agreement may be terminated at any time upon the mutual agreement of all Member Agencies. Any Member Agency may withdraw from this Agreement, by giving written notice to all Member Agencies 180 days prior (January to June 31) to the year of withdrawal; said withdrawal to

become effective on January 01<sup>st</sup> of the next year, provided such withdrawing Member thereby relinquishes all rights to any funds, equipment, and/or materials purchased or accepted by the ECSS Division. This shall not apply to any equipment, vehicles, and/or materials contributed without charge, which shall revert to the contributor upon withdrawal or termination. A decision to withdraw will not relieve the withdrawing Member of liability incurred prior to withdrawal.


- 9.2. Upon termination of the agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner unless a Member has relinquished its rights as provided above in section 9.1.
  - 9.2.1. Capital funds and equipment accrued prior to the execution of this Agreement will remain the property of Snohomish County Fire Protection District #3 as provided for in the original Shop Interlocal Agreement Dated June 24, 1996.
  - 9.2.2. All property contributed without charge by each party shall revert to the contributing agency.
  - 9.2.3. All Special Capital property or equipment purchased after the effective date of this agreement shall be distributed based on the percentage of Member contribution at time of acquisition.
  - 9.2.4. All unexpended revenue or remaining reserve funds shall be distributed based on the percentage of Member contribution at time of distribution.
- 9.3. This agreement is binding on Member Agencies.
- 9.4. This agreement may be modified only by the mutual agreement of each Member Agencies.
  - 9.4.1. This agreement will be reviewed annually by the ECSS Board of Representation as part of the annual budget process and the Board may propose amendment to this agreement as necessary to reflect changes made to the operation and it's policies and procedures.
- 9.5. 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.

The Member Agencies do hereby ratify this Interlocal Cooperative agreement.

**FIRE DISTRICT #1**


  
Chairman, Board of Commissioners

3/18/03  
Date


  
Fire Chief

4/2/03  
Date

**FIRE DISTRICT #3**


  
Chairman, Board of Commissioners

3-10-03  
Date


  
Fire Chief

3/10/03  
Date

**FIRE DISTRICT #7**

  
Chairman, Board of Commissioners

3/13/03  
Date

  
Fire Chief

3/13/03  
Date