

INTERLOCAL GOVERNMENT AGREEMENT

“Snohomish County Fire Training Academy (SCFTA)”

THIS AGREEMENT is made and entered into this 1 day of February, 2018 by the following governmental entities ("Participating Entities") ("Parties"):

City of Arlington
City of Everett
City of Mukilteo
Lake Stevens Fire
Marysville Fire District
North County Regional Fire Authority
South Snohomish County Fire and Rescue Regional Fire Authority
Snohomish County Fire District 4
Snohomish County Fire District 7
Snohomish County Fire District 19

RECITALS:

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities provide firefighting and emergency services within their jurisdictions; and

WHEREAS, the Participating Entities are empowered by law to train their fire departments' personnel; and

WHEREAS, the Participating Entities will participate in the Snohomish County Fire Training Academy as described herein; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the Snohomish County Fire Training Academy (SCFTA); and

WHEREAS, the Fire Chiefs (or Designee) of each of the Participating Entities will serve on a "Joint Board" to administer the provisions of this Agreement.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1.0 Scope of Services

1.1 Until notice of termination is given, in accordance with Section 8 below, the Participating Entities noted above have agreed to participate in the administration of a SCFTA.

1.2 Training for personnel of Participating Entities shall be jointly provided by the fire department personnel of the Participating Entities.

1.3 Administration of this Agreement shall be accomplished by the establishment of a Joint Board consisting of the Fire Chief (or Designee) of each Participating Entity. The Joint Board shall meet as needed. The Joint Board may elect officers and may adopt bylaws. The Joint Board shall appoint a Supervisory Committee (SC) to administer each academy. The SC shall be responsible for the management and supervision of all academy operations.

1.4 Each Participating Entity may request recruit admission to the SCFTA.

1.5 Each Participating Entity may provide "Adjunct Daily" instructors (ADIs) for the academy.

1.6 Each Participating Entity may provide "Company Officers" to provide supervision and leadership for the academy.

1.7 Each Participating Entity may provide vehicles and equipment to be used for the academy. Vehicles and equipment provided for the academy shall be the property of the Participating Entity providing the equipment.

1.8 Each Participating Entity may provide expendable supplies to be used for the academy. Any unused expendable supplies shall be the property of the Participating Entity providing the supplies.

1.9 Each Participating Entity may provide or rent facilities (burn buildings etc.) to be used for the academy.

2.0 PROPERTY CONTRIBUTIONS, MAINTENANCE AND REPAIRS

2.1 Equipment: Each Participating Entity shall be responsible for the maintenance, repair or replacement of any and all equipment that it owns and that is used for SCFTA in compliance with that Participating Entity's policies and best practices. Such equipment shall be maintained in a safe and reliable condition by the owner. When a Participating Entity becomes aware of any damage or maintenance issue the Participating Entity shall promptly notify the Joint Board and the owner of the equipment.

2.2 Other property: A Participating Entity that uses property and/or physical resources for the SCFTA shall keep all maintenance and repair records associated with the property/physical resource and have copies available upon request by the Joint Board.

2.3 Props: All props must be properly maintained and stored by the Participating Entity. Use of any live-fire prop(s) will require the user to designate an operator(s) certified to meet and comply with the manufacturer's requirements for safe operation of said prop(s).

2.4 Training Facilities: The training facilities utilized by the SCFTA will be properly maintained and insured by the owner of the training facilities.

2.5 Vehicles. For purposes of this Agreement, any vehicle used in training exercises shall be operated only by the employees of the Participating Entity providing the vehicle.

2.6 Insurance and Damage. Each Participating Entity providing training facilities, equipment, vehicles, props or other property for the SCFTA shall be responsible for insuring such items or property.

2.6.1 The SCFTA shall notify the respective owner immediately of any damage to their respective facilities, equipment, vehicles, props or other property other than ordinary wear and tear. The owner will have such damage repaired or in the event repair would be unfeasible, the owner will replace the damaged item with a like item (Article 3.3). If such damage or destruction was caused by the misuse, abuse or negligence of a Participating Entity, then the provisions of Section 6 shall apply.

3.0 Finance

3.1 **Services.** South Snohomish County Fire and Rescue Regional Fire Authority (SSCFR) will provide the Finance services set forth in this section for the SCFTA.

3.2 **Preliminary Budget.** Prior to the start of each academy, SSCFR will provide each Participating Entity with the approved Preliminary Budget for each academy. This will provide each Participating Entity their proportionate share based on their number of recruits.

Example: If the Preliminary Budget is \$210,000 for 30 recruits, each Participating Entity would receive an estimated charge of \$7,000 per recruit.

The final costs for an academy will be reconciled upon completion and SSCFR will issue a final invoice and/or reimbursement, as applicable, to each Participating Entity.

3.3 **Reimbursable Expenses.** Participating Entities shall maintain a list of reimbursable expenses with corresponding receipts or other documentation confirming the expense incurred in administering the academy. Reimbursable Expenses are limited to the following:

- Adjunct Daily Instructors (ADI) – The reimbursement rate for ADIs shall be the rate of \$59.25, which is the combined average Firefighter and Captain overtime rate of the Participating Entities. The employee will be paid by their home District/Department at the hourly rate as determined by their individual Collective Bargaining Agreement while working at the academy.
- Expendable supplies.
- Facility rental fees (Burn buildings).
- Costs of repair/replacement of damaged facilities, equipment and vehicles to the extent not covered by insurance.
- Any other costs related to the academy which are approved by the Joint Board.

3.3.1 The academy will not reimburse for “backfill” of any employees assigned to the academy. Only documented costs for the Participating Entities employee directly related to an academy assignment will be reimbursed.

3.3.2 If a recruit is dismissed at any point during the academy, the Participating Entity will be expected to pay the full academy tuition based on the beginning recruit count.

3.3.3 All purchases for the academy, which are approved in advance by the Joint Board, shall constitute a Reimbursable Expense. All purchase orders, receipts and documentation must be submitted to SSCFR within 30 days of academy completion.

3.3.4 All other Reimbursable Expenses may be billed to the academy with sufficient documentation. The Joint Board reserves the right to approve such costs.

3.4 Calculation of “Final Adjusted Cost” and “Cost per Recruit”. Upon academy completion, SSCFR will calculate the Final Adjusted Cost for each Participating Entity. These costs will consist of all Reimbursable Expenses, Cost per Recruit by dividing the Final Adjusted Cost by the total number of initial recruits participating in an academy.

Example: ***Final Adjusted Cost*** \$210,000 Divided by 30 Recruits

Cost per Recruit = \$7,000

3.5 Reconciliation Report and Final Invoice. Upon calculating the Cost per Recruit, SSCFR shall issue a Reconciliation Report to the Joint Board for approval. The Reconciliation Report will identify each Participating Entity’s additional cost and/or refund. Upon approval of the Reconciliation Report, SSCFR will issue a final invoice and/or refund to each Participating Entity. Invoices will be due and payable within 30 days of receipt. Delinquent invoices will accrue interest at the rate of 5% per month.

Example Reconciliation Table

For the following example: total reimbursable expenses were \$200,000 with 28 recruits participating. Cost per recruit: $\$200,000/28 = \$7,142.86$

Participating Entity	Reimbursable Expenses	Recruits	Recruit Share Cost	Reimbursement or Payment
MFD	\$50,000	7	\$50,000.00	\$ 0
LSF	\$100,000	4	\$28,571.40	\$71,428.60
Dist. 7	\$40,000	7	\$50,000.00	\$10,000.00
EFD	\$10,000	10	\$71,428.60	\$61,428.60
Total	\$200,000	28	\$200,000	\$0

3.6 Delinquent Accounts. SSCFR shall not be responsible to pursue delinquent accounts unless expressly authorized by the Joint Board. If authorized, all collection expenses incurred by SSCFR shall be deemed a Reimbursable Expense for the academy. All interest collected on delinquent accounts shall be distributed to the Participating Entities, not in delinquency, in accordance with their proportionate share of the costs for the academy.

3.6.1 A Participating Entity whose account is delinquent may be precluded by the Joint Board from participating in a subsequent academy until its account is current.

4.0 Effective Date and Term

4.1 The initial term of this Agreement shall commence on February 1, 2018, and shall continue through December 31, 2018, unless terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

5.0 Waiver

5.1 No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Indemnity/Allocation of Liability/Insurance

6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of bodily injury or property damage due to the wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the negligent acts, errors or omissions of the remaining Participating Entities arising after the date of withdrawal, but shall remain liable for claims of loss or liability attributable to that Participating Entity arising prior to the effective date of withdrawal.

6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to general liability coverage for personal injury, death and property damage limits of no less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool approved by the Participating Entities. Each policy of insurance shall expressly include coverage for Contractual Liability claims.

6.3 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

7.1 The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

7.2 In accordance with RCW 39.34.030, before this Agreement enters into force for a Participating Entity, the governing body or designee of the Participating Entity shall take action approving this Agreement before it shall become effective.

7.3 This Agreement shall not become effective until it is filed in accordance with RCW 39.34.040.

8.0 Termination and Notice

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension; provided, however, that it shall remain responsible for its share of the Final Adjusted Cost. Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

9.0 Disputes; Severability

9.1 This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. Each party expressly waives the right to a jury trial.

9.2 Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement- Amendment

10.1 This Agreement contains the terms and conditions agreed upon by the Participating Entities with respect to the matters discussed herein. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities. This Agreement may be modified by unanimous agreement of all Participating Entities. No such amendment shall be effective until signed by all Participating Entities with the same formality as this Agreement.

11.0 Execution of Multiple Counterparts

11.1 This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each Participating Entity need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that

compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 No joint venture

12.1 Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

12.2 The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

13.0 Liability/ No Third Party Beneficiaries

13.1 This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

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

Participating Entity

South Snohomish County Fire & Rescue
Regional Fire Authority

Participating Entity

By: [Signature]

Its: Fire Chief

Date: 3-6-2018

ATTEST:

By: [Signature]

Its: Executive Assistant

Participating Entity

City of Arlington

Participating Entity

By: Barbara Tolbert

Its: Mayor

Date: 2/22/18

ATTEST:

By: Janice S. [Signature]

Its: Notary



Participating Entity

City of Everett

Approved as to form:
Anna P. [Signature]
City Attorney

Participating Entity

By: [Signature]

Its: Mayor

Date: 3-7-18

ATTEST:

By: Anna Parkervik

Its: Deputy City Clerk

Participating Entity

City of Mukilteo

Participating Entity

By: Jill Johnson

Its: Mayor

Date: 3-6-18

ATTEST:

By: Janet Keebe

Its: CITY CLERK

Participating Entity

Lake Stevens Fire

Participating Entity

By: K. KOBEN

Its: FIRE CHIEF

Date: 2/26/18

ATTEST:

By: [Signature]

Its: DISTRICT SECRETARY

Participating Entity

Marysville Fire District



Joyce A Savage

Participating Entity

By: Martin Mc Falls

Its: FIRE CHIEF

Date: 2/22/18

ATTEST:

By: [Signature]

Its: BATALION CHIEF

Participating Entity

North County Regional Fire Authority



Participating Entity

By: John C. Cook

Its: Fire Chief

Date: 2/21/18

ATTEST:

By: Stephanie-Sue Shook

Its: 21 February 2018

Participating Entity

Snohomish County Fire District 4

Participating Entity

By: Mark Fint

Its: Chair Person

Date: 03/05/2018

ATTEST:

By: Ronald Sumner

Its: FIRE CHIEF / DISTRICT SECRETARY

Participating Entity

Snohomish County Fire District 7

Participating Entity

By: Ray Weber

Its: Commissioner

Date: 2/6/18

ATTEST:

By: Janice Salas

Its: District Secretary

Participating Entity

Snohomish County Fire District 19

Participating Entity

By: *[Handwritten Signature]*

Its: *KB*

Date: *2/8/2018*

ATTEST:

By: *D. Brandstrom*

Its: *DLB*