

## **Snohomish County Regional 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” and shall be deemed adopted upon date of signing by the respective Agencies.

### **1. 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 Agencies provide or operate similar Emergency Public Safety Services through the utilization of first responders and emergency equipment within their jurisdictions, and

WHEREAS, The Agencies are currently empowered by law to provide or operate similar emergency services training and education programs to their own personnel, and

WHEREAS, The Agencies ability to provide Emergency Public Safety Services, as well as the requisite training and education programs for its personnel, is directly affected by and through the limited public funds available for such services, and

WHEREAS, The Agencies have determined that through collaborative efforts and combining resources, greater efficiencies and effectiveness can be enjoyed equally amongst all parties, proportionate to their participation level, and

WHEREAS, The Agencies have determined that Emergency Public Safety Services as provided by each agency shall be improved through greater interoperability as a result of a collaborative training and education program promoting consistent operational practices,

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

- 2. PURPOSE AND SCOPE.** The purpose and scope of this Agreement is to establish a Training Consortium “Consortium” to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively “Resources”, as determined through an adopted funding formula, at a level determined by and for each Agency. Nothing in this agreement shall be interpreted as a conveyance of the authorities or responsibilities prescribed to each Agency through statute, regulation, or agreement. Each agency shall retain full authority and responsibility for, and jurisdiction over, all services it provides, is required to provide, or provides for, within its jurisdiction.

### **3. GOVERNING STRUCTURE OF TRAINING CONSORTIUM**

- 3.1. Administrative Board.** Administration of this Agreement shall be accomplished by an Administrative Board that shall be composed of one representative from each Agency, “Agency Representative”, to be held by the respective Chief Executive Officer or such other individual as appointed by the legislative body of that Agency.

(a) The Administrative Board shall be responsible for:

- i. Managing and conducting the business affairs of the Consortium, to make and execute all necessary contracts, to employ any necessary services, and to adopt reasonable rules to govern the Consortium and to perform its

- functions, and generally to perform all such acts as may be necessary to carry out the objects of the creation of the Consortium.
- ii. Overseeing administration of the fiscal arrangements as set forth in this Agreement.
  - iii. Directing, guiding and overseeing the actions of the Consortium Advisory Committee.
  - iv. Communicating with the legislative bodies of the Agencies.
  - v. Designating the Lead Agency in accordance with Section 4.1.
- (b) The Administrative Board shall elect a Chair from of its members, who shall serve a two (2) 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.
- (c) The Administrative Board shall meet a minimum of four (4) times per year. Agency Representatives shall be duly notified of scheduled Administrative Board meetings when they have been notified of the meeting date, time, and location no less than 30 days prior, in the method and manner as prescribed in this agreement for official notifications or in person at a previous Administrative Board meeting. (Note: this does not preclude the use of additional methods of notification.) Provided, however, in rare circumstances where time is of the essence for the Board to convene to take actions that are time sensitive and which are required in less than 30 days, a shorter notice may be provided to Agency Representatives. In such circumstances all reasonable efforts will be made to provide the maximum amount of notice feasible.
- (d) Each Agency, through its Administrative Board representative, shall have an equal vote on matters that come before the Administrative Board, except where a weighted vote is required. Decisions encumbered upon the Administrative Board shall be arrived at utilizing the following procedures:
- i. Decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives, regardless of proxy voting options utilized. A quorum shall be defined as attendance of 50% plus one (1) of the Agency representatives to the Administrative Board.
  - ii. All decisions not specifically requiring a Full Administrative Board vote or a Super Majority vote, as and where called for in this agreement, shall be rendered by a simple majority vote of the Administrative Board members in attendance.
  - iii. Proxy voting may be allowed should the Administrative Board so elect, however, the Administrative Board shall adopt and distribute to each Agency proxy voting rules at least 30 days prior to the allowance of such voting.
  - iv. Decisions requiring a Full Administrative Board vote shall require a simple majority affirmative vote of all Administrative Board Member Agency representatives.
  - v. Decisions requiring a Super Majority shall require a 60% affirmative weighted vote.

- a. A Weighted Vote shall be based upon each Agency's Resource Allocation formula, as calculated in Appendix A Funding Formula. Associate Agencies Operational FTE counts are not used for Weighted Voting calculations.
  - b. Weighted Vote Percentage calculations shall be presented at the first Administrative Board meeting of each year and shall be maintained throughout the calendar year.
  - c. In the event a single agency attains over 40% but not more than 51% of the Weighted Vote Percentage, the Administrative Board may, by simple majority of the Full Administrative Board, reduce the weighted Super Majority vote requirement to the remaining sum balance of Agencies percentage Weighted Vote.
  - d. In the event a single agency attains over 51% of the Weighted Vote Percentage, the Administrative Board shall, at the time of annual budget adoption, take one of the following actions: (i) affirm the continuation of the Training Consortium, (ii) turn over all control of the Training Consortium to the Agency with over 50% of the Weighted Vote Percentage or, (iii) dissolve the Training Consortium.
  - vi. At the discretion of the Chair, decisions subject to a simple majority vote of a quorum of Administrative Board members that result in a tie may be declared subject to a Full Administrative Board Vote.
  - vii. At the discretion of the Chair, decisions subject to a Full Administrative Board Vote that result in a tie may be declared subject to a Super Majority Vote.
  - viii. Any decision made by the Administrative Board may be overturned through the use of a Super Majority vote. The request to overturn a decision utilizing a Super Majority vote must be made during the meeting in which the decision was voted upon. The request to overturn must receive a supporting 'second' in order to proceed.
  - (e) 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.
- 3.2. **Consortium Advisory Committee "CAC"**. The CAC shall be composed of the Training Consortium's Training Chair and the Operations and/or Training Chief from each Agency. The CAC shall be responsible for:
- (a) Recommending a candidate or candidates to the Administrative Board for appointment as the Training Chair.
  - (b) Consulting and communicating with the Training Chair on matters involving agency operations.
  - (c) Establishing consistency in operational procedures between the Agencies.
  - (d) Determining that all training curriculum employed by the Consortium is consistent with Agency operations.
  - (e) Approval of all curriculum employed by the Consortium.

3.3. **Training Consortium Chief “Training Chair”.** The Training Chair shall be: a Chief Officer of one of the Agencies, assigned by the employing agency to the Consortium on a fulltime or as agreed to by the Administrative Board and, appointed by the Administrative Board.

- (a) The Training Chair term of appointment shall be for two (2) year intervals. In the event the Training Chair position is vacated prior to the completion of the assigned term, a replacement shall be appointed to fill the position for the balance of the vacated term.
- (b) The Training Chair 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 and recommending to the Administrative Board an annual Budget for the Training Consortium.
  - vii. Managing the Training Consortium on a day-to-day basis.
  - viii. Recommending acceptance or denial to the Administrative Board of Agency Training Officer assignments to the Training Consortium.

3.4. **Organizational Assignments.** The Agencies understand and agree that the Administrative Board has the authority to determine, establish, and modify the command structure and organizational responsibilities of any and all personnel assigned to the Training Consortium for the duration of the employees’ assignment, irrespective of their current rank or position within their own agency.

4. **RESOURCE ALLOCATION FULFILLMENT.** The Agencies understand and agree that, as guardians of public funds, parity of resource obligation based upon participation is required, and taking into consideration as such, a funding formula shall be established and adopted by the Administrative Board annually for the operation of the training consortium.

4.1. The South County RFA, “Lead Agency”, shall be the entity that manages and administers the finances of the Training Consortium as part of the Lead Agency’s annual budget. The Lead Agency shall be determined by the Administrative Board, subject to approval of the Lead Agency’s governing body.

4.2. On or before August 1<sup>st</sup> of each year, the Administrative Board shall prepare, adopt, and publish to the Agencies, the following year’s General Budget for the Training Consortium’s operations that identifies:

- (a) Financial, equipment, property, and personnel resource need to operate the Training Consortium throughout the budget cycle.
- (b) Financial equivalencies for; equipment dedication needs, and; personnel assignments based upon rank and commit time to the Training Consortium.

- (c) Each Agency's financial responsibilities to fulfill the needs of the Training Consortium throughout the next budget cycle. Agency responsibilities shall be determined through a funding formula as defined in Appendix A of this agreement, or as modified through a Super Majority vote.
- 4.3. On or after November 1 but before December 1, the Lead Agency shall submit invoices to each Agency reflecting that Agency's monies owed or due for the following year to satisfy their calculated financial obligations.
- 4.4. Fulfillment of financial, equipment, and personnel obligations shall be made to the Training Consortium as defined herein;
  - (a) Agency annual financial obligations shall be based upon the Weighted FTE Percentage applied to the total annual funds budgeted, as adopted by the Administrative Board.
  - (b) Agency annual Training Officer commitment shall be based upon the Weighted FTE Percentage applied to the total full time equivalent annual Training Officer commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
  - (c) Agency Instructor commitment shall be reflective of and take into consideration the needs of the Training Consortium balanced against the Weighted FTE Percentage. At the discretion of and through adoption by the Administrative Board, an Instructor Balancing formula may be implemented at the time of the Annual Budget adoption. (NOTE: It is anticipated that this formula would establish a standardized hourly cost for Instructors which would be used to determine comparable Instructor obligation balanced against Instructor participation for each Agency, with financial adjustments provided to accommodate remarkable discrepancies.) Nothing herein obligates the Administrative Board to adopt, or if so adopted to continue, an Instructor Balancing formula.
  - (d) Agency equipment commitment shall be reflective of and based upon the Weighted FTE Percentage applied to the total Equipment commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
  - (e) Training Consortium budgeted Resources must balance with Agency Obligations provided. Financial obligations may be modified through the use of a balancing formula to accommodate discrepancies in non-financial Agency Obligations, however, all budgeted Resources must be wholly fulfilled.
- 4.5. In the event an Agency provides additional Training Officers or Equipment in order to fulfill burdens created by another Agency or Agencies' inability to satisfy their assigned Training Officer or Equipment obligations, an appropriate cash value payment shall be determined and agreed to prior to commencement of the affected budget year. Such payment shall be made from the burdening Agency to the Training Consortium on or before February 1<sup>st</sup> of the affected budget year, and the Training Consortium shall reduce respectively the annual financial obligations of the burdened Agency or Agencies for the affected budget year. All such arrangements must be approved by the Administrative Board prior to adoption and implementation.
- 4.6. In the event an Agency provides additional Resources to the Training Consortium above and beyond the adopted budgeted need, such overage shall not be considered or applied to the respective funding formula.
- 4.7. The Administrative Board shall define and approve financial equivalency for equipment dedication.

- 4.8. Funding formulas shall be adopted by the Administrative Board prior to and for each event or activity requiring separate funding not provided for within the General Budget. (example: Recruit Academy, Officer Development Program)
- 4.9. An administrative fee of 0 % of Training Chair's FTE assigned costs shall be provided for within the General Budget payable to the Lead Agency to cover the administrative costs in managing the Training Consortiums' fiscal administration duties. The Lead Agency administrative fee may be altered with a Super Majority vote of the Agencies.
- 4.10. In the event the Training Consortium is co-located within an Agency facility or property, an administrative fee of 0 % of the total assigned Training Officer's costs shall be provided for within the General Budget payable to said Agency to cover supplies, utilities, office equipment, and other incidentals necessary to maintain administrative operations commonly utilized in an office environment. Said Agency agrees to supply and maintain all such supplies, utilities, office equipment, and other incidentals for the above stated administrative fee. The Facility Agency administration fee may be altered with a Super Majority vote of the Agencies. This fee shall not apply when arrangements between the Training Consortium and an Agency involve a lease, rent, or purchase of a facility from said Agency.
- 4.11. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies is necessary, the Administrative Board shall be responsible for making the recommendation/request to the appropriate Agencies.
- 4.12. All annual financial obligations invoiced to an Agency shall be paid to the Lead Agency on or before February 1<sup>st</sup> of the year for which it is due.

**5. RESOURCE OWNERSHIP.** This Agreement allows for the collaborative acquisition, use, and management of Resources.

- 5.1. 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 in accordance with their respective policies. Ownership of equipment and property shall remain with the Agency that purchases or provides the respective Resource. Agency required asset tracking and reporting remains the responsibility of the contributing Agency.
- 5.2. Jointly owned Resources, if any, shall be listed in **EXHIBIT B** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
  - (a) Joint Resources may be purchased through a separate and independent agreement between Agencies. Ownership, identification, asset tracking, maintenance, and cost allocation shall be the responsibility of the owning Agencies.
  - (b) Joint Resources acquired after the execution of this agreement, utilizing Training Consortium funds, shall be documented on **EXHIBIT B**. 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".
  - (c) 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.

- (d) 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. The Administrative Board has sole discretion for determining depreciated value.
- (e) Jointly owned Equipment may be incorporated or allocated into the funding model based upon the Ownership Shares of the owning Agencies, at the sole discretion of the Administrative Board.

**6. PERSONNEL ASSIGNMENT.** Each Agency shall cooperate with the Administrative Board and shall allow its assigned employees and volunteers, "Assigned Personnel", to perform the functions as delegated by the Training Chair exercising authority under this Agreement.

- 6.1. The Training Chair shall have the authority to determine the working location and conditions for Assigned Personnel when assigned to the Training Division.
- 6.2. 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.
- 6.3. Each Agency shall remain as the employer of its own Assigned Personnel and shall be responsible for establishing and paying Assigned Personnel compensation and benefits. The Administrative Board shall make recommendations and shall work with the various Agencies and bargaining units to develop uniformity in wages, benefits and working conditions.
- 6.4. It is understood by the Agencies that the services provided by Assigned Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
- 6.5. The Administrative Board shall establish the chain of command for Assigned Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Assigned Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Assigned Personnel, but such input shall be strictly for informational purposes only, and nonbinding upon any Agency.
- 6.6. The Training Chair shall provide Assigned Personnel that are filling a shared functional position(s) with an explanation of roles, responsibilities, duties and expectations of the shared position(s).
- 6.7. To the extent this Agreement would result in any changes that affect the wages, benefits or working conditions of any represented employees, the Training Chair 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 CHAIR.** The Agency employing the Training Chair, "TCC Employer", agrees to employ and staff the Training Chair position as identified and contemplated by this Agreement, with their Training Chief or other such Chief Officer as approved by the Administrative Board. In recognition of this understanding the Agencies agree to work cooperatively in accordance with the following provisions to assist TCC Employer in maintaining its assigned Chief position.

- (a) The TCC Employer shall be the employer of the Training Chair. Accordingly, they shall be solely responsible for all matters related to the Training Chair's employment, including but not limited to; human resource management,

performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline.

- (b) The TCC Employer shall be solely responsible for the salary and benefits of its Training Chair and the Training Chair shall be considered “Assigned Personnel” pursuant to Paragraph 6 of this Agreement.

**8. INSURANCE.** 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 other with a Certificate of Liability Insurance or Evidence of Coverage. Any Agency that is self-insured will provide a letter of self-insurance in lieu of the coverage required in this Section.

**9. INDEMNIFICATION.** 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.

9.1. Each Agency’s governing body shall complete and execute the Declaration as provided in Exhibit C of this agreement, regarding the approval or rejection of appointment of the Training Consortium Chief “Training Chair” as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other 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 tortious actions or inactions 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, as respects 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 inaction 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 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.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to such dispute.

10.1. 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.

10.2. 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 Snohomish County Superior Court, Snohomish 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.

10.3. 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.** This agreement shall be effective on date of final signature of all parties and shall continue for a term of 5 years unless earlier terminated as provided below.

11.1. The Snohomish County Regional Training Consortium shall be evaluated by the Administrative Board prior to June 30, 2020 but not prior to March 31, 2020. If the Administrative Board determines that the Snohomish County Regional Training Consortium is not meeting the needs of the Agencies the Administrative Board may; terminate the Snohomish County Regional Training Consortium on terms reasonably established by the Administrative Board, or; recommend modifications to this Agreement to be approved by the Agencies in lieu of termination.

11.2. 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.

**12. TERMINATION/WITHDRAWAL.** Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination a minimum of two (2) years prior. Notices of Termination shall only be accepted during the month of December.

- 12.1. In the event an Agency terminates its participation under this section, 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 Joint Resources.
- 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 amongst the Agencies in the manner specified in Section 8.
- 12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, Regional Fire Protection Authority, contractual agreement, or other Washington State statutory 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.** Additional Agencies may join the Snohomish County Regional Training Consortium when approved by a Full Administrative Board vote and upon approval and execution of this Interlocal Agreement.

- 13.1. The Administrative Board may authorize "Associate Agency" arrangements with municipal corporations for one (1) year trial participation in the Snohomish County Regional 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, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.
- 13.2. The Administrative Board may authorize "Program Participation" arrangements with municipal corporations for participation in specific and limited programs provided by or through the Snohomish County Regional Training Consortium. Such Program Participation agencies shall be required to agree to: tendering remuneration to the Training Consortium in accordance with the funding model or fee adopted by the Administrative Board and; the indemnification, insurance and personnel provisions of this Agreement. "Program Participation" shall encompass training, seminars, educational events, or other similar activities provided by the Snohomish County Regional Training Consortium covering prescribed; course works, activities, or subject matters, etc. (EXAMPLE: Fire Recruit Training Academy). Program Participation agencies shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have 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 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. Proposed Amendments must be made in writing and approved by a Super Majority vote of the Administrative Board. Such approved Amendments to this Agreement must be executed by each Agency prior to becoming effective and part of this Agreement. If an Agency's governing body does not execute an Amendment previously approved by a Super Majority vote of the Administrative Board within six (6) months from approval by the Administrative Board, then the Amendment is not adopted. Within 90 days of Amendment adoption failure, the Administrative Board may, with a Super Majority vote, adopt the Amendment as written, but such Amendment would not be binding on the Agency not executing the Amendment, however; the Administrative Board may by Super Majority vote require that Agency to submit a Notice of Termination under Section 12 above. 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 WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

Snohomish Co. FPD 7

City of Everett

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

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*Date*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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*Agency Attorney*

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*Agency Attorney*

ATTEST:

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Marysville Fire

South County Fire

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*Authorized Signature*

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*Date*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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*Agency Attorney*

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*Agency Attorney*

ATTEST:

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16. **EXHIBIT A**

**Funding and Resource Allocation Formula**

The primary determinant of funding and resource allocation requirements shall be based upon the percentage of Agency 'Operational FTEs' (all Operational members up to and including Battalion Chiefs), of the combined total of all Agency FTE's.

Operational FTE counts shall be calculated in accordance with the following:

- Full Time Employees "FT" are calculated as 100% of Operational FTE.
- Part Time Employees "PT" are calculated as 70% of Operational FTE.
- Volunteer Employees "VE" are calculated as 70% of Operational FTE.
- Operational FTE Counts shall be as of August 1<sup>st</sup> of the year preceding the Budget Year.

The Annual Budget shall identify that portion which must be recompensed solely with monies. These identified funds cannot be reduced or eliminated through personnel or equipment allocations.

Once the financial, personnel, property, and equipment needs are identified and approved, the allocation of each shall be calculated based upon the Resource Allocation Formula.

Resource Allocation Formula:

[Agency Calculated Operational FTE / Total Calculated Operational FTE = Weighted FTE Percentage Allocation (WFP)].

Each Agency shall be responsible for their WFP portion of the Budgeted needs.

Balancing Formula

Required Monies (RM) + Assigned Personnel Adjustments (APA) + Equipment Adjustments (EA) = Funds Due or Owed

Assigned Personnel Adjustments

Training Officer Commit value adjustment for each agency shall be determined by applying the WFP to the total T.O. Required and subtracting that from the agency's actual T.O. value committed. Actual Value committed is the product between [rank costs] and [rank quantity committed]. = APA

Equipment Adjustments

Equipment Commit value adjustments for each agency shall be determined by applying the WFP to the total Equipment Commit provided and subtracting from that each Agency's actual Equipment Commit Value. = EA

Example Below

EXAMPLE:

Agency	FTE Equivalencies	WFP
Agency A	35	35%
Agency B	25	25%
Agency C	25	25%
Agency D	15	15%
<b>TOTAL</b>	<b>100</b>	<b>100%</b>

WFP Allocation shall be applied to each of the Budgeted categories.

Required: Monies = \$100,000; Training Officers = 5; Equipment = \$10,000

Agency	Required Monies = \$100,000	Required Personnel = 5	Equipment = \$10,000 Value
Agency A	\$35,000	1.75	\$3,500
Agency B	\$25,000	1.25	\$2,500
Agency C	\$25,000	1.25	\$2,500
Agency D	\$15,000	.75	\$1,500
<b>TOTAL</b>	<b>\$100,000</b>	<b>5</b>	<b>\$10,000</b>

“Balancing Formula” applied must provide the Required Monies; net \$100,000.

T.O.: Value – \$100,000 each, Quantity – 5

Agency	Personnel Supplied	Personnel Share	Supplied Cost	Share Cost	T.O. Adjustment
Agency A	2	1.75	\$200,000	\$175,000	\$-25,000
Agency B	1	1.25	\$100,000	\$125,000	\$25,000
Agency C	1	1.25	\$100,000	\$125,000	\$25,000
Agency D	1	.75	\$100,000	\$75,000	-\$25,000
<b>TOTAL</b>	<b>5</b>	<b>5</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>0.00</b>

(Simplified Training Officer Adjustment Formula; does not account for rank of each supplied T.O.)

Equipment Value - \$10,000 Required

Agency	Equipment Supplied	Equipment Share	Equipment Adjustment
Agency A	\$2,500	\$3,500	\$1,000
Agency B	0	\$2,500	\$2,500
Agency C	0	\$2,500	\$2,500
Agency D	\$7,500	\$1,500	-\$6,000
<b>TOTAL</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>0.00</b>

Applied Balancing

Agency	Fiscal Share	T.O. Adjustment	Equipment Adjustment	Adjustment
Agency A	\$35,000	\$-25,000	\$1,000	\$11,000
Agency B	\$25,000	\$25,000	\$2,500	\$52,500

Agency C	\$25,000	\$25,000	\$2,500	\$52,500
Agency D	\$15,000	-\$25,000	-\$6,000	-\$16,000
<b>TOTAL</b>	<b>\$100,000</b>	<b>0.00</b>	<b>0.00</b>	<b>\$100,000</b>



**20. EXHIBIT B**

**Jointly Owned Resources**

**21. Exhibit C**

**Declaration of Training Consortium Chief as Limited Attorney in Fact**

**APPROVAL**

By executing this Declaration, \_\_\_\_\_ (Agency) 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 (but not including waivers for the indemnitee’s gross negligence or willful conduct), indemnification agreements (but only to the extent that they are qualified by the phrase “to the extent permitted by law”) or other usual and customary liability 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. This Declaration may be revoked immediately upon submission of the Declaration below to the Lead Agency or modified at any time by the Agency named above through execution of a separate Declaration.

\_\_\_\_\_  
*(Agency)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**REJECTION**

By executing this Declaration, \_\_\_\_\_ (Agency) hereby expressly REJECTS appointment of 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 agreements or other 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. This Declaration may be modified at any time by the Agency named above through execution of a separate Declaration, as provided herein, accepting such appointment.

\_\_\_\_\_  
*(Agency)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*