

INTERLOCAL AGREEMENT
North King County Training Consortium

WHEREAS, the City of Bothell Fire Department, the Northshore Fire Department, Woodinville Fire & Rescue, and the Shoreline Fire Department, individually a “Party” and collectively the “Parties”, each maintain and operate their own training divisions; and

WHEREAS, the Parties recognize that integrated, cross-jurisdictional training is a critical facet of firefighting duties and, pursuant to WAC 296-305, each Party is legally required to maintain an efficient and safe workforce; and

WHEREAS, the Parties desire to implement a consolidated training program which facilitates the highest level of service possible to citizens because it reduces costs by eliminating duplicative effort and expense while making the most effective use of combined resources; and

WHEREAS, a consolidated training division based on equal participation would provide the highest level of training possible while maintaining an economy of scale for the taxpayers; and

WHEREAS, the Parties herein desire to enter into an interlocal agreement to form the North King County Training Consortium (“Consortium”) to jointly operate a training division pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW THEREFORE, in consideration of the mutual promise and benefits contained herein, it is agreed by and between the Parties as follows:

Section 1. PURPOSE

The Parties enter into this Interlocal Agreement (“Agreement”) to formally establish a Training Consortium to provide coordinated planning, programming, delivery, and documentation of firefighter and emergency medical technician training. This Agreement shall replace any previous agreements between the Parties related to consolidated training.

Section 2. THE PARTIES

1. As of the date of execution of this Agreement, the Parties to this Agreement are as follows:

Shoreline Fire Department
Northshore Fire Department

City of Bothell Fire Department
Woodinville Fire & Rescue

2. Any other fire protection district or City may, at a future date, request inclusion into the Consortium and become a Party to this Agreement pending the following:

- A. The potential party agrees to be committed to the terms and conditions of this Agreement for the purposes for which this Agreement is promulgated;
- B. The potential party agrees to pay the pro-rated share of the cost of service based upon the month it becomes a party to this Agreement;
- C. The potential party must be approved by the Board by majority vote at a regular Board meeting; and
- D. Evidence of the addition of a new party shall take the form of a written amendment to this Agreement.

Section 3. RESPONSIBILITIES OF THE PARTIES

- 1. Each Party to this Agreement agrees to the following participation levels and financial support, which may be modified or changed only with a unanimous vote of the Board:
 - A. Financial Support – Each Party shall be responsible for contributing its portion of the Consortium costs which will be based on a per member allocation. Payments shall be made to the Agency of Record in one installment no later than February 1st of each year.
 - B. Personnel Support – In addition to the financial support outlined above, each Party shall be responsible for providing one FTE, at the rank of Lieutenant or above, to be dedicated solely to the Consortium. These employees may be rotated in and out on not more than a biennial basis under normal circumstances. Nothing in this Agreement shall limit a Party from providing more resources to training either within its own organization or to support the Consortium.
 - C. Guidelines – Each Party agrees to participate under the guidelines and policies jointly developed and approved by the Board.

Section 4. GOVERNANCE

- 1. An administrative entity, known as the North King County Training Consortium Oversight Board (“Board”) is hereby established to administer this Agreement.
 - A. Composition – The Board shall be composed of the Fire Chief or designee from each Party to this Agreement. Members of the Board shall elect by majority vote, after nominations at the first Board meeting, a Chair to serve as presiding officer of the Board.
 - B. Chair – The Chair shall schedule the meetings of the Board, serve as presiding officer at Board meetings, gather information and prepare the agenda for

Board meetings. In the event the Chair is unwilling or unable to complete his or her term, nominations shall be accepted by the Board for a replacement Chair who shall be elected by majority vote of the Board and shall complete the term of the resigning Chair.

- C. Meeting – The Board shall meet at least quarterly at a time and place to be determined by a majority of the Board or by the Chair. Except in exigent circumstances, at least one week’s notice of a Board meeting shall be given to all members.
- D. Voting – Each Party of the Board shall have an equal vote in its determinations. Adoption of any motion requires majority approval. The entire Board must be present to take action. In the event that a member is unable to attend, they may provide a proxy vote for a decision to be valid.
- E. Duties – Subject to the terms of this Agreement, the Board shall have the responsibility for:
 - i. Creation and adoption of policy and procedures for the Consortium, as well as any guiding documents or contracts.
 - ii. Develop and adopt the annual Consortium budget. The Consortium budget shall be approved by the Board no later than October 1st of the preceding year.
 - iii. Review and approval of the Annual Consortium Work Plan to outline all anticipated training objectives, projects, and goals for the upcoming year. The Annual Consortium Work Plan shall be developed by December 1st of the preceding year.
 - iv. Appointment of a Training Director.
 - v. Hire and oversee all other personnel appointments within the Consortium.
 - vi. Approval and delivery of the Training Director’s annual performance review.
 - vii. Create and approve the Annual Report by April 1st of the following year of the report.

2. Operational oversight shall be performed by an Operations Board.

- A. Composition – The Operations Board shall be composed of the Operations Deputy Chiefs of each department and the Training Director. All Operations Board members shall be considered equal rank.
- B. Meeting – The Operations Board shall meet at least quarterly, at a time and place to be determined by a majority of the Operations Board or by the Operations Board’s elected chairperson.

C. Chair – The Operations Oversight Board Chair shall be elected pursuant to the procedure outlined in Section 4.1.B. and shall hold the same duties for the Operations Board.

D. Duties of Operations Board:

- i. To identify the training objectives needed for emergency scene operations and recommend any changes in the scope of training to the Board.
- ii. To provide direction and operational decision making for training procedures, documents, exercises or drills.
- iii. To establish operational principles to guide the Training Director in daily management of the Consortium.
- iv. To provide support and assistance to the Training Director in the operational oversight of the Consortium.

E. Voting – For operational issues necessitating formal direction or action by the Operations Board, each member of the Operations Board, excluding the Training Director, shall have one vote. The Operations Board shall endeavor to make decisions based on consensus. Adoption of any motion or action requires majority approval; however, decisions should be unanimous whenever possible. The entire Operations Board must be present to take action. In the event of a tie the Training Director shall cast the deciding vote.

3. Training Director

A. Appointment – The Training Director shall be appointed by the Board. The Party that employs the Training Director agrees to hire and staff the Training Director position. The Parties intend that the best candidate will be appointed by the Board to serve as the Training Consortium Director as contemplated by this Agreement.

B. Responsibilities - The Training Director shall be responsible for:

- i. Preparation and administration of training division budgets.
- ii. Staff supervision.
- iii. Coordination of safety related issues.
- iv. Planning and organization of the Consortium in alignment with organizational goals.

Section 5. FINANCES

1. Fund Established – Pursuant to RCW 39.34.030(4)(b), the Board is authorized to establish a special fund with the Agency of Record's Treasurer, to be designated as the North King County Training Consortium Operating Fund. Such fund will be used for the purpose of depositing the annual payments of each Party's annual monetary contributions or any other monies received by or on behalf of the Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the Consortium as determined by the Board.
2. Costs of Operation Other Than the Approved Operating Budget – All direct costs and expenses incurred from participation in the Consortium by each Party shall be paid for by that Party. Costs incurred for wages and benefits for employees' assigned duties within the Consortium shall be paid by the employing Party. Each Party shall maintain its own overtime budget to support training its personnel and has the sole authority over the amount and use. The operating budget may contain designated funds for the purposes of reimbursing agencies for the provision of instructors or support personnel above and beyond those personnel assigned to the Consortium.
3. Financial Best Practices – The Agency of Record shall provide the financial oversight of the Consortium in accordance with that Party's financial policies and best practices.

Section 6. AGENCY OF RECORD

1. Designated – Shoreline Fire Department shall be designated the Agency of Record under this Agreement.
2. Duties – In addition to its responsibilities as a Party to this Agreement, the Agency of Record shall:
 - A. Maintain Books and Records – Maintain books, records and documents, which accurately reflect all direct costs associated with the performance of this Agreement. The Board shall have access to all books and records upon reasonable notice to the Agency of Record.
 - B. Maintain Separate Fund, Send Invoices and Receive Payments from the Parties – The Agency of Record shall maintain a fund as called for in Section 5.1. and bill each Party accordingly for the costs and expenses approved by the Board under this Agreement.
 - C. Maintain insurance records for each Party.
 - D. Maintain all records and documents in accordance with Chapter 42.56 RCW.

- E. If an employee is hired for the sole purpose of working for the Consortium, the Agency of Record shall be the employer of record for that employee.
3. Execution and Filing of Agreement – the Agency of Record shall ensure that this Agreement is executed by the Parties, and that a certified copy is filed with the King and Snohomish County Auditors, the City Clerks of any cities party to this Agreement pursuant to RCW 39.34.040.

Section 7. TITLE TO EQUIPMENT

Title to all equipment authorized to be purchased by the Board under this Agreement shall be in the name of the Agency of Record, subject only to the right therein of the participating Parties upon termination of this Agreement. Title to all equipment purchased by each Party shall be in the name of the Party purchasing the equipment.

Section 8. TERMINATION

1. The initial term of this Agreement shall be 10 years. Thereafter, the Agreement will automatically renew for one year periods unless terminated by agreement of the Parties pursuant to Section 8.3. below or in the event of the withdrawal under Section 10 by all but a single Party.
2. Upon termination of this Agreement by mutual consent of the Parties, the ownership interest of each Party in the then existing operating fund balance and other assets and equipment purchased hereunder and held by the Agency of Record pursuant to Section 7 shall be determined and divided among the parties by the following formula: total amount of assets divided by the total number of fire service uniformed employees currently employed by all the Parties, multiplied by the total number of fire service uniformed employees in each Party that is a party to the Agreement, shall equal the interest of that individual Party.
3. This Agreement may be terminated by consensus of a majority of the Parties, effective the end of any calendar year, upon giving written notice thereof to the other Parties by July 1 of the preceding year. In the event of a termination under this paragraph any resources or equipment owned jointly under the Consortium shall be allocated among the Parties in the manner specified in Section 8.2. above.
4. If a Party consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Authority, the consolidated entity shall become a Party to this Agreement and a successor in interest to the Party's interest on the effective date of the consolidation without any action by the remaining Parties, unless otherwise required.

Section 9. DISPUTE RESOLUTION

1. Prior to any other action, the Board shall meet and attempt to informally negotiate a resolution to any dispute arising under this Agreement.
2. If the Parties are unable to resolve the dispute through informal negotiation within 30 days, the Parties to such dispute shall promptly engage in mediation with a professional mediator located in Snohomish County or King County, Washington, with each Party to the dispute paying a proportionate share of the costs thereof, and bearing their own attorney and consultant fees. If the dispute is still unresolved, any Party may initiate legal proceedings in any court of competent jurisdiction unless the Parties agree to submit the dispute to arbitration pursuant to Section 9.3.
3. The Parties to a dispute may unanimously agree to submit any dispute 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 all Parties to the dispute 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.
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.

Section 10. WITHDRAWAL

1. Any Party may withdraw from this Agreement without terminating the entire Agreement by giving the Board 365 days' prior written notice. Said withdrawal shall become effective at the end of the 365-day period.
2. Any Party withdrawing from this Agreement shall be responsible for a prorated share of its annual obligation for costs and expenses incurred prior to termination.
3. In the event a Party withdraws pursuant to this Section 10, but the remaining Parties continue the Agreement, the Party that terminated its participation shall be considered a withdrawing Party 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 Consortium resource(s) and return of any equipment or property owned by the withdrawing Party and used by the Consortium under this Agreement.

Section 11. LIABILITY AND INDEMNIFICATION

Each Party is individually responsible for its own employees' acts and omissions arising out of the performance of this Agreement. Further, each of the Parties agrees to indemnify, defend and hold harmless the other parties, their officers, officials, agents, employees, and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses and judgments arising out of the negligent acts or omissions of that party's officials, officers, agents, employees, and volunteers in connection with the performance of this Agreement.

Section 12. INSURANCE

Each of the Parties hereby agrees to obtain and maintain, for the duration of this Agreement, all insurance necessary to cover the liability described in Section 11 – Liability and Indemnification. Each Party shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Agency of Record shall maintain on file, provided that any Party that is self-insured will provide a letter of self-insurance as evidence of coverage.

Section 13. MODIFICATION

No changes or modifications of this Agreement shall be valid or binding upon any of the Parties to this Agreement unless such changes or modifications are in writing and executed by all of the Parties.

Section 14. NOTICES

All notices required to be given under this Agreement shall be delivered to the Board at the address of the Agency of Record. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Section 15. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

Section 16. SEVERABILITY

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.

Section 17. THIRD PARTY BENEFICIARY

None of the provisions contained in this Agreement is intended by the Parties, nor shall any be deemed, to confer any benefit on any person not a party to this Agreement.

Section 18. EFFECTIVE DATE

- 1. This Agreement shall become effective following the occurrence of all of the following actions:
 - A. Approval of the Agreement by the official action of the governing bodies of each of the Parties hereto;
 - B. Signing of the Agreement by the duly authorized representative of each of the Parties hereto;
 - C. The filing of a copy of this Agreement with the following public officials;
 - i. The City Clerks of the participating cities hereto; and
 - ii. The King County and Snohomish County Auditors.

IN WITNESS WHEREOF, the undersigned public agencies have executed this Agreement of the date and year set forth below.

CITY OF BOTHELL FIRE DEPARTMENT

APPROVED AS TO FORM:

Jennifer Phillips, City Manager

Paul Byrne, City Attorney

Date: _____

ATTEST/AUTHENTICATED:

Laura Hathaway, City Clerk

NORTHSHORE FIRE DEPARTMENT

APPROVED AS TO FORM:

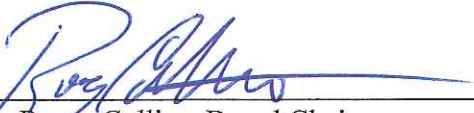
By: _____

District Counsel

Date: _____

WOODINVILLE FIRE & RESCUE

APPROVED AS TO FORM:


By: Roger Collins, Board Chair

/s/ Jeff Ganson
Jeff Ganson, District Counsel

Date: January 7, 2020

SHORELINE FIRE DEPARTMENT

APPROVED AS TO FORM:

By: _____

District Counsel

Date: _____