

## TRAINING DIVISION INTERLOCAL

This agreement is made and entered into by Clark County Fire & Rescue "CCFR," Clark County Fire Protection District No. 6 "District 6," and Vancouver Fire Department "VFD", collectively referred to as "Agencies."

### RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services in their respective areas.
3. The Agencies jointly requested and obtained a Training Program Evaluation from Emergency Services Consulting International in June 2009 "ESCi."
4. ESCi made a number of recommendations directed toward consolidating resources to provide more cost effective training to the Agencies.
5. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training;
6. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
7. The Agencies have concluded that collaboration would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding;

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows;

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish a Training Division to further implementation of joint training activities and operations consistent with the ESCi report and recommendations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **Governing Structure of Training Division**
  - 2.1. **Training Division Administrative Board "TDAB."**
    - (a) The TDAB shall be composed of the Fire Chief of each Agency to this Agreement. Each year one of the TDAB Chiefs shall be considered the Chair of the TDAB group for administrative purposes as set forth in this Agreement. The role of Chair may continue by administrative approval, or may be changed to another participating agency, commencing with the Chief of Clark County Fire and Rescue. The TDAB shall be responsible for:

- (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement (“Fiscal Agent”);
  - (ii) Directing, guiding and overseeing the actions of the Training Advisory Group “TAG;”
  - (iii) Implementing the recommendations of the TAG; and
  - (iv) Communicating with the governing bodies of the Agencies to this Agreement.
- (b) The TDAB shall meet on a regular basis as established by the TDAB. The TDAB shall adopt its own rules of procedure. The TDAB will make every effort to make all of its decisions by reaching consensus. When the parties of the TDAB are unable to reach consensus on a decision, the decision shall be put to a simple majority vote. Any decisions of the TDAB that involve the expenditure or obligation of an Agency’s funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

## **2.2. Training Advisory Group “TAG.”**

- (a) The TAG shall be composed of the Division’s Training Chief and the operations chiefs from each Agency to this Agreement and shall be responsible for:
- (i) Reviewing all recommendations of the ESCi Report;
  - (ii) Recommending annual goals and objectives to the TDAB;
  - (iii) Developing common operating guidelines for all three agencies;
  - (iv) Developing common training programs, processes, and instructional materials for all three agencies
  - (v) Developing common training calendars for all three agencies;
  - (vi) Developing a plan and making recommendations for future training consolidation; and
  - (vii) Performing such other tasks as directed by the TDAB.

## **3. Joint Decision Making**

- 3.1.** This Agreement does not alter the current command structure and organizational responsibilities of any Agency. However, this Agreement will allow for joint decision making by the TDAB to modify command structures and organization responsibilities relating to training within the Division.
- 3.2.** Joint decision making shall be exercised through the TDAB and shall apply only to those areas specifically identified by this Agreement. The TDAB shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the TDAB attended by all Agency representatives. Joint decisions shall be made by consensus whenever possible. If unable to reach consensus, the TDAB may elect to do so by way of a simple majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the TDAB of the Chief’s vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

#### **4. Fiscal Arrangements**

##### **4.1. New Training Division Fund is to be created**

The fiscal agency will be the agency that employs the Training Division Chief, currently Clark County Fire and Rescue. The fiscal agency will create and maintain a separate fund ("Training Division Fund") to be used solely for the collection of all revenue from the agencies and for payment of all operating costs other than personnel costs of the Training Division ("TD"). The parties intend for the training division fund to provide for any and all of the operating costs associated with the TD. Funding of the personnel costs will rest with each hiring Agency

##### **4.2. Funding of the TD.**

Each participating agency will contribute an estimated annual amount to the TD. The calculations anticipated to support the operating expenses of the program are outlined in Exhibit "B". The annual contribution will cover routine expenses associated with operation of the routine training program provided for all agency personnel. Academy funding will be funded on as needed, per trainee's basis by each hiring Agency. Any surplus or accumulated interest in the Training Division Fund will remain in the fund and will be restricted for use for TD purposes.

In addition to monetary contributions as set forth in Exhibit "B," each agency shall assign qualified personnel to the TD as in-kind contributions. The personnel assigned to the TD from each agency, as well as each individual's expected contribution to the TD, are set forth in Exhibit "C." Each agency agrees to maintain a constant level of service provided by the assigned personnel each year, unless otherwise agreed by the TDAB. The TDAB will review the in-kind contribution of personnel, with input from the Training Division Chief, on annual basis and adjust accordingly.

##### **4.3. Baseline TD Budget Established**

The baseline operating budget shall be determined by the TD no later than August 30 of each year for the following year. The baseline budget shall include all routine operating expenses of the TD, specifically excluding personnel costs.

Requests for funding, outside of the baseline operating budget, have to be approved by a consensus of the TDAB and recommended to each Agency. Additional funding shall be secured through the respective budget processes of the Agencies.

In the event that one or more of the Agencies determine it will be unable to fund the minimum required contribution, it shall provide a written notice to the other parties. Any solution shall be agreed to in advance by all three parties.

All parties agree that all three Agencies have a shared interest in working together on developing the budget. The ultimate authority to adopt the baseline operating budget of the Training Division rests with the fiscal agent's Agency.

##### **4.4. Cost Reimbursement**

The agencies recognize that from time to time a participating agency may incur extra costs. Any agency incurring these costs may seek reimbursement. Requests for reimbursement shall be recorded on an itemized statement by that agency and submitted by invoice to the TD within 60 days of occurrence.

- 4.5. Annual Member contributions to the total TD budget shall be calculated as cost per capita formula. Each Agency's contribution to the TD budget shall be accounted for in its respective budget and transferred to the fiscal agent in quarterly increments or as needed.
  - 4.6. If a Fire Academy takes place, each agency sending recruits to training, shall pay an additional charge per recruit. The additional charge will be paid to the agency sending additional resources that are not currently captured in the anticipated TD staffing.
  - 4.7. Annual contributions and Fire Academy Charges will be calculated following the example on Exhibit B.
  - 4.8. If an Agency wishes to withdraw from this Agreement, it must provide written notice to the other participating agencies by July 1 of that year, to be effective July 31. Notice is required to provide the TD with sufficient information for the baseline budget due August 1 for the upcoming year. Withdrawal at any time of year other than at the end of the fiscal year, will result in forfeiture of any committed funds.
  - 4.9. No later than May 30 each year beginning in 2012, all three agencies shall meet to review the actual revenues and expenses of the TD for the prior year. Such review shall include a review and reconciliation of the actual financial contributions by the agencies.
5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property, equipment, or monies "Resources." The use of resources shall comply with any applicable policy or rule of the owning Agency. Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$50.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources may be purchased, and shall be listed in EXHIBIT A to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs
- 5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on Exhibit A. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources "Ownership Share."
  - 5.2. If this agreement is terminated as to all Agencies any Joint Resources acquired under the terms of this agreement shall be divided the following way: the agency with the largest Ownership Share retains the asset. The owner agency shall reimburse the other two agencies consistent with the depreciated value of the asset, as established in the sole discretion of the TDAB, and the proportionality of the original contributions.
  - 5.3. In the event an Agency withdraws from this Agreement, such Agency shall forfeit such Agency's Ownership Share in the Joint Resources.
6. **Personnel.** Each Agency shall cooperate with the TD and shall allow its employees and volunteers "Training Personnel" to perform the functions as assigned by the TD, TAG or one of the Chiefs exercising authority under this Agreement.

- 6.1. The TD shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Division. Through the joint decision making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the TD and shall not require further approval by any Agency.
- 6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits. The TD shall make recommendations and shall work with the various Agencies and bargaining units to develop uniformity in wages, benefits and working conditions.
- 6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency. Accordingly, the Agencies agree that until such time as a single training budget has been adopted and approved by each Agency there will be no financial transfers related to Training Personnel costs or wages regardless of where particular Training Personnel is stationed or the specific job duties assigned to that person by the TD.
- 6.4. The chain of command for Training Personnel under this Agreement shall be established by the TD. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency shall seek input from the TD in hiring, evaluating, firing or disciplining Training Personnel. Training Personnel filling shared functional positions will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the TD.
- 6.5. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the TD 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.
- 6.6. At the inception, the Training Division Chief position shall be an employee of Clark County Fire and Rescue (CCFR). The Agencies intend that the CCFR Training Division Chief will serve as the Division Chief of the Training Division as contemplated by this Agreement. In the event the position is vacated, all participating agencies shall select the Training Division Chief. In the event the Training Division Chief chosen to lead the TD is from a different Agency, that employing agency agrees to convert one of its allotted captain positions into a Division Chief position. In this situation, Clark County Fire and Rescue (CCFR) shall convert the Training Division Chief position to a Training Captain. The position will remain assigned to the Training Division.

## **7. Insurance**

- 7.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$5,000,000 each occurrence. Each Agency shall provide the other with a Certificate of Liability Insurance or Evidence of Coverage, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

## **8. Hold Harmless**

- 8.1.** Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- 8.2.** To that end, each Agency promises to hold harmless and release 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. The parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties to assist each other by preserving and presenting a defense of limited liability. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.
- 8.3.** 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.
  - (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.

## **9. Notices**

- 9.1.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or three mail service delivery days after the time of mailing if mailed by first class mail.

## **10. Benefits**

- 10.1.** 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.

## **11. Severability**

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

## **12. Term of Agreement**

**12.1.** In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give ninety (90) days written notice to the other Agencies. The written notice shall specify the provision to be negotiated and the requested change. Such requests to renegotiate shall not be considered a notice of termination.

This agreement shall be effective on the date of signing by all Agencies and shall continue for a term of one (1) year. It shall be renewed automatically thereafter for successive one-year terms. Any Agency may withdraw from this agreement in accordance with paragraph 4.8.

## **13. Termination**

**13.1.** 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.

**13.2.** If an Agency's ability to perform its obligations under this agreement becomes impractical by fact of any relevant legislative act by an entity not a party to this agreement, that Agency may terminate its rights and obligations under this agreement after that legislation becomes effective if it gives notice in writing of its intent to terminate.

**13.3.** If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

**13.4.** In the event an Agency terminates its participation under paragraphs 12.1 or 13.2 but the remaining Agencies continue the Agreement, the Agency terminating its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions or its share of any Resources.

## **14. Amendments**

**14.1.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the TDAB or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the TDAB and approved by the unanimous consent of the Agencies to the Agreement.

**14.2.** The Agencies agree, in the event that changes in federal or state law or changes in the boundaries of any or all Agencies that effect the performance of any Agency, to enter into good faith negotiations to insure continuation of the operations.

**15. Ratification**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.



IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this agreement effective upon the date of signatures.  
(Signature page for agencies involved.)

VANCOUVER FIRE DEPARTMENT  
By: [Signature] SIGNATURE ON FILE [Signature]

Title: CITY MGR

Dated: June 7, 2011

CLARK COUNTY FIRE & RESCUE  
By: [Signature] SIGNATURE ON FILE [Signature]

Title: Board Chair

Dated: 5/24/11

CLARK COUNTY FIRE PROTECTION DISTRICT NO. 6  
By: [Signature] SIGNATURE ON FILE [Signature]

Title: BOARD CHAIR

Dated: 5-17-11

**EXHIBIT A**

**JOINTLY OWNED RESOURCES**

## Exhibit B

Member contributions for the operating costs of TD, excluding personnel costs will be calculated as follows:

The base rate for 2011 is \$140 per member. Full Time Equivalent positions (FTEs) of the respective agencies, volunteer positions and part time positions that will be subject to training, will be counted as full 1.0 FTEs. Each respective agency will pay its proportionate share.

### Staffing of the participating Agencies

	CCFR	CCFD6	VFD
Chief Officers *	4	3	6
Captains**	12	12	46
Career Firefighters	23	38	114
Volunteer Firefighters	41	38	15
<b>TOTAL</b>	<b>80</b>	<b>91</b>	<b>181</b>
Percentage of total	23%	26%	51%
<i>* Excludes admin chief officers</i>			
<i>** Excludes Training Captains</i>			

### Agency Contribution Calculation for a full year (2011)

CCFR: 80 personnel x \$140= \$11,200

CCFD6: 91 personnel x \$140=\$12,740

VFD: 181 personnel x\$140=\$25,340

The amounts would be pro-rated for the first year based on the effective date of the Agreement.

Additional costs associated with Fire Academies are likely to result from assigning additional staff members, outside of the compliment outlined in Exhibit C, to provide training. The additional costs are then incurred in the agency that provided the extra training member from backfilling that position at a cost of a time and a half. The agency providing the extra members for training academies will be reimbursed by agencies employing the recruit fire fighters on a per recruit basis.

## Exhibit C

The following personnel is committed to the TD by the respective agencies on an in-kind basis. If one of the assigned positions is vacated, it shall be backfilled within 7 working days by other personnel from the agency with the vacancy.

### **Vancouver Fire Department**

4.0 FTEs Training Captains (of FTEs with equivalent knowledge and required certification).

### **Clark County Fire & Rescue**

1.0 FTE Division Chief\*  
1.0 Office Support position

### **Fire District 6**

2.0 FTEs Training Captains (or FTEs with equivalent knowledge and required certification).

\*In accordance with section 6 of this agreement if upon position vacancy the Division Chief is determined by the three agencies to be an employee of other agency than CCFR, CCFR shall provide 1.0 FTE of a Training Captain, or equivalent, position to the TB.