

MASTER INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KENNEWICK, WASHINGTON
THE CITY OF RICHLAND, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 1, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 2, WASHINGTON
AND
BENTON COUNTY FIRE PROTECTION DISTRICT 4, WASHINGTON

This Agreement is made and entered into between the City of Kennewick, a municipal corporation of the State of Washington, the City of Richland, a municipal corporation of the State of Washington, Benton County Fire Protection District No. 1, Benton County Fire Protection District No. 2, and Benton County Fire Protection District No. 4 in conformance with Chapter 39.34, the Inter-Local Cooperation Act, as authorized to the City of Kennewick in RCW 35A.11.040, the City of Richland in RCW 35.01.010, and authorized to the Districts in RCW 52.12.031.

I. RECITALS

1. The parties desire to provide the highest level of Fire/EMS/Rescue services in the most cost effective manner to the individual agencies.
2. 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 staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level of service and care provided to the citizens of all participating agencies.
3. The parties desire to provide those services at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.
4. The parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining or enhancing the service levels established by the governing body of each party.
5. The parties have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding.
6. The parties agree to limit changes to administrative and office staff positions at this time, unless specifically agreed to by the affected bargaining unit.
7. Collaborative activities will not be used to supplant any bargaining unit work or positions. It is recognized that it is the intent of collaborating to improve or enhance the ability to provide resources, as agreed by the affected parties.

II. AGREEMENT

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

1. Scope of Agreement.

- 1.1. The intent of this section is to define the scope of activities that are authorized by the governing bodies of the parties under this Agreement.
- 1.2. The scope of this Agreement includes Fire/EMS/Rescue services and intentionally allows for collaboration in the delivery of such services, through collaborative projects, programs, using combined resources and personnel; (collectively referred to as "Collaborative Activities") Any Collaborative Activity that changes hours, wages, and working conditions shall be recognized and bargained with the appropriate bargaining unit(s). Unaffiliated or volunteer staff (non-represented) will be provided the opportunity for input and discussion as Collaborative Activity Exhibits are developed.
- 1.3. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.
- 1.4. Each party shall share with the other parties, any and all information that would potentially affect the other parties.
 - 1.4.1. Provided that should any of the agencies which are party to this Agreement become involved in a dispute or litigation with another agency which is a party to this Agreement, the parties to that dispute or litigation are released from this obligation to share information to the extent that the parties' respective positions in the dispute or litigation would or could possibly be compromised.
- 1.5. Collaborative Activities include, but are not limited to:
 - 1.5.1. Co-locate staffs with the intent of improving the services provided to the citizens as well as to the party itself. Specific staff that will be co-located is the responsibility of the fire chief of the respective parties and subject to any collective bargaining impacts that may need to be negotiated. Suppression staff will not be assigned to another fire agency except as provided in current agreements.
 - 1.5.2. Share staff with other parties as defined under the Personnel section of this Agreement (Section 5.2).
 - 1.5.3. Share expenses of jointly occupied facilities.

1.5.4. Share expenses for joint delivery of services, projects, programs, resources and personnel based on.

- a. benefit derived by each agency;
- b. current assessed value;
- c. call volume;
- d. population;
- e. available revenues; or
- f. by any combination of the above.

1.5.5. Participation in a process of collaborative decision making for services, projects, programs, resources, and personnel affected by this Agreement.

1.6. The details of each specific collaborative activity shall be defined in a separate document that, upon unanimous approval by the governing bodies of each party shall be attached as an Exhibit to this Agreement "Collaborative Activities Exhibit."

2. Governing Structure.

2.1. No new or separate legal or administrative entity is created by this Agreement. Governance of the fire agencies participating in this Agreement will continue, as is currently the practice within the respective agency. Each party to this Agreement will continue to supervise its employees and its agency budget in the manner it was prior to this Agreement. It is agreed by and between the parties that, for the purpose of administering this Agreement, the Fire Chiefs of each of the parties shall jointly form an administrative board "Joint Administrative Board," with each Chief having an equal vote.

2.2. The Joint Administrative Board shall meet on a regular basis as established by the Joint Administrative Board. The Joint Administrative Board shall adopt its rules of procedure, subject to the requirements contained in Section 3 of this Agreement. Any decisions of the Joint Administrative Board that involve the expenditure or obligation of a party's funds shall constitute a recommendation to the governing bodies of the parties and shall not be effective until the governing bodies of each party have approved the recommendation in the form of a Collaborative Activities Exhibit.

2.3. The Joint Administrative Board shall prepare an annual report covering all Collaborative Activities to be provided to the governing bodies of the parties on, or before, the last day of February the following year.

3. Collaborative Decision-Making.

3.1. This Agreement does not alter the current command structure and organizational responsibilities of each party. However, this Agreement will allow for collaborative decision-making.

- 3.2. Collaborative decision-making shall be exercised through the Joint Administrative Board and shall apply only to those areas specifically identified by this Agreement. The parties shall use every effort to design and implement management and operation systems, which are functional and practical, while at the same time providing for involvement by each party on issues affecting each party.
- 3.3. The Joint Administrative Board shall make collaborative decisions using the following procedure. Collaborative decisions shall only be made at a meeting of the Joint Administrative Board attended by a quorum (defined as the Fire Chiefs (or designees) of greater than 50% of the parties) with proper notice of the meeting. Proper notice means receipt of written notice no less than 48 hours prior to the meeting via personal delivery, fax, email or first class mail. A Fire Chief may waive this notice requirement as to any particular meeting in writing or by attending the meeting. Collaborative decisions shall be made by a simple majority vote, subject to the conditions described in section 2.2. A Fire Chief unable to attend a meeting may vote by proxy by either notifying the chair of the Joint Administrative Board 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.
- 3.4. In the spirit of this Agreement, members of the participating agencies are encouraged to attend the Joint Administrative Board meetings. To facilitate this Board meeting schedules will be published and posted well in advance of the meetings.

4. Fiscal Arrangements.

- 4.1. Benton County Fire District #1 ("BCFD 1") agrees to be the responsible agency to facilitate this Agreement and Collaborative Activity Exhibits, and to manage all necessary joint accounts and funds.
- 4.2. An annual budget of joint expenses and revenues will be prepared by the Administrative Board and approved by each party. Upon approval of a revenue and expense budget, BCFD 1 will invoice the other parties semi-annually for their share of expenses. If a Collaborative Activity with a budgetary impact on the parties is approved during a budget year, the Administrative Board shall, as part of the process of recommending an amendment to this Agreement to include the Collaborative Activity, prepare simultaneously with the Collaborative Activities Exhibit an amended budget reflecting the amount of additional expenses to be incurred by each party. The number of funds needed shall be determined by Washington State laws and the needs of the parties.
- 4.3. BCFD 1 covenants that all of the funds received from the other parties under this Agreement shall be used for paying the cost of joint expenses. For the life of this Agreement, funds received from the other parties to pay the expenses of the Collaborative Activities shall be deposited into the fund established for this purpose. If any party elects to withdraw under the "Termination and Withdrawal"

provisions, the withdrawing party will forfeit any funds contributed and be obligated for any funds owed for the current year.

5. Implementation of Collaborative Activities.

- 5.1. The identification and implementation of Collaborative Activities under this Agreement shall be determined by the Joint Administrative Board. The Joint Administrative Board shall identify the scope of the Collaborative Activity and the budgetary needs of the Collaborative Activity in the form of a Collaborative Activities Exhibit to this Agreement. Following approval of a Collaborative Activity Exhibit by the Joint Administrative Board, such Exhibit shall be submitted for approval to the legislative body of each party to this Agreement. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon unanimous approval of the parties. Changes in wages, hours and working conditions of bargaining unit personnel will be negotiated prior to the implementation of the changes. Non-represented staff will have the opportunity for input and discussion prior to the implementation of changes that affect wages, hours, or working conditions. The parties currently anticipate the following types of Collaborative Activities:
 - 5.1.1. Services. Delivery of services under this Agreement will be as determined and defined by existing or future interlocal agreements between the parties or through amendments to this Agreement by the process described above. Delivery of contractual services for agreements in place prior to execution of this Agreement will be the responsibility of the original parties to those agreements.
 - 5.1.2. Projects. Projects may include the acquisition of resources or delivery of services. Projects are defined as the initial actions to acquire resources or define an activity to be undertaken collaboratively and shall be established by a Collaborative Activities Exhibit to this Agreement using the process described above.
 - 5.1.3. Programs. This Agreement will allow for the opportunity to move projects as defined above into a program maintenance stage and shall be established by a Collaborative Activities Exhibit to this Agreement using the process described above.
 - 5.1.4. Resources, excluding personnel. A Collaborative Activities Exhibit will be used to describe acquired resources to include the manner of acquisition, holding, and disposition of such resources.
- 5.2. Personnel.
 - 5.2.1. This Agreement anticipates continued staff sharing between the Parties, and recognizes that this may reach new levels as staff are co-located in one facility, or assigned to work in another agency's facility, temporarily or longer term.

- 5.2.2. Staff may also be assigned to perform a specific function(s) across agency lines.
- 5.2.3. Such assignments as described in 5.2.1 and 5.2.2 do not change the employee's command structure and supervision.
- 5.2.4. Changes to hours, wages, and working conditions shall be recognized, and bargained with the appropriate bargaining unit(s), and discussed with non-represented staff.
- 5.2.5. Staff sharing on specific projects or programs shall be described in a Collaborative Activities Exhibit to this Agreement in a Scope of Project or Scope of Program document, and shall detail: personnel involved, roles and responsibilities of participants, expectations, conditions and constraints, budgetary parameters, leadership, reporting, and duration, as appropriate.
- 5.2.6. No transfer of personnel between parties is provided for by this Agreement.

6. Insurance.

- 6.1. BCFD 1 will acquire and maintain appropriate insurance for all resources, except personnel, brought to a collaborative facility. This insurance shall be purchased out of a joint fund. Each participating entity will be named as an also insured on the policy. Each party may also acquire additional insurance coverage to protect its respective interests.
- 6.2. The parties shall each provide and maintain suitable commercial general liability; employment practices liability, workers' compensation, 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 party shall provide the other with a Certificate of Liability Insurance or Evidence of Coverage letter.

7. Hold Harmless.

- 7.1. Each District and City 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.
- 7.2. To that end, each party promises to hold harmless and release all the other parties 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 parties or other at-fault persons or entities in accordance with the laws of the State of Washington.

7.3. Nothing herein shall be interpreted to:

7.3.1. Waive any defense arising out of RCW 51.

7.3.2. It is further specifically and expressly understood that the indemnification provided herein constitutes each parties' waiver of immunity under Industrial Insurance, RCW 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7.3.3. Limit the ability of a participant to exercise any right, defense, or remedy, which a party may have with respect to third parties or the employee(s) whose action or inaction gives rise to loss, claim, or liability, including but not limited to, an assertion that the employee was acting beyond the scope of his/her employment.

7.3.4. Cover or require indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or party. 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 municipal 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.

8. Notices.

8.1. 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.

9. Benefits.

9.1. This Agreement is entered into for the benefit of the parties to this Agreement only, and shall confer no benefits, direct or implied, on any third persons.

10. Arbitration.

10.1. In order for this Agreement to be fully executed it may be necessary for the parties to resolve any differences through a dispute resolution process. In the event a request is made to renegotiate any provision of the Agreement, or settle other differences and the parties are unable to resolve the issue(s) through joint decision-making and good faith negotiations, then one or more parties will notify the other parties that they request to proceed to arbitration. Notification shall be

made within twenty (20) days of any party realizing that no progress is being made in good faith bargaining. The parties will agree to a single arbitrator. In the event of disagreement, the party requesting arbitration shall contact the American Arbitration Association and request the names of five potential arbitrators. The parties shall take turns withdrawing one name at a time from the arbitrator's list until only one name remains. That individual shall be asked to arbitrate. The decisions of the arbitrator shall be final and binding on all parties. Each involved party shall pay an equal share of the arbitrator's fee.

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. Terms of Agreement.

12.1. In the event any party shall desire to renegotiate any of the provisions of this Agreement, such party shall give ninety (90) days written notice to the other parties. 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.

12.2. This Agreement shall be effective on the date of signing by all parties and shall continue for a term of three (3) years. It shall be renewed automatically thereafter for successive one-year terms. Any party may withdraw from this Agreement at the end of the initial term or at the end of any one-year term by filing with the others a notice of termination by July 1 of the preceding year.

13. Termination.

13.1. 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.

13.2. A party who has cause to believe that another party is in default of any of the terms and conditions of this Agreement running to the benefit of the former, shall give the party alleged to be in default (and to any other non defaulting parties) notice of same in writing and allow no less than thirty (30) days in which the default may be cured. If not so cured, the complaining party may declare this Agreement and its further obligations under same to be terminated effective six months after the expiration of the period for curing the default or ruling by an arbitrator, whichever is later.

13.3. If a party's ability to perform its obligations under this Agreement becomes impractical by fact of any relevant legislative act by an entity not party to this Agreement, that party 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.

- 13.4. In the event a party terminates its participation under paragraphs 13.1, 13.2, or 13.3 but the remaining parties continue the Agreement; the party terminating its participation shall be considered a withdrawing party that is not entitled to any refund of its prior contributions or its share of any resources.
- 13.5. If a party to this Agreement consolidates with another municipal entity through merger, annexation, and incorporation or through the creation of a Regional Fire Protection 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.

14. Negotiability of Changes with Employee Groups.

- 14.1. Nothing in this Agreement is to be considered as a waiver of any employee group's right to bargain changes in wages, hours, and/or working conditions for its covered positions.
- 14.2. The parties agree to ensure that the affected employee bargaining units will be kept informed of the proposed collaborative Agreement exhibits or changes to them, so that input and bargaining can occur prior to their implementation, if they make changes in the wages, hours or working conditions to bargaining unit positions.

15. Amendments.

- 15.1. This Agreement represents the entire Agreement of the parties regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any party to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board approved by the unanimous consent of the parties to the Agreement.
- 15.2. The parties agree, in the event that changes in federal or state law or changes in the boundaries of any or all parties that affect the performance of any party, to enter into good faith negotiations to ensure continuation of the operations.

IN WITNESS WHEREFORE, the parties, by the signatures of their authorized representatives, have executed this Agreement effective upon the date of signatures.

CITY OF KENNEWICK

Approved as to Form:

By: 
ROBERT R. HAMMOND, City Manager


LISA BEATON, City Attorney

Date: 4-2-08



Exhibit A - 2008 Scope of Program

Program Name: Collaborative Administrative Budget
Department: Kennewick Fire Department, Richland Fire Department, Benton County Fire District's #1, #2, and #4
Program Manager: Arliss Redekopp
Date: March 25, 2008

Prepared By

Document Owner(s)	Program/Organization Role
Robert Gear	Fire Chief of Hosting Agency
Arliss Redekopp	Finance Manager of Hosting Agency

Program Closure Report Version Control

Version	Date	Author	Change Description
1	3/25/2008	Redekopp	Administrative Budget Scope of Program

Program Justification

A methodology must be developed and approved to fairly assess participating agencies in the funding of a joint administrative office and the accompanying administrative operating supplies.

Program Product

A collaborative financing mechanism that addresses the funding capabilities of the participating agencies will be utilized to achieve an equitable budget. The budget will utilize a formula that incorporates an availability component, which would fund facilities, and a demand component, which will address space used per agency as well as expendable supplies.

Program Deliverables

An assessment formula will be created and approved by the participating agencies.

Program Objective

From the assessment formula, a joint administrative budget will be developed and approved by each participating agency.

Assumptions/Limitations

This must be completed prior to joint occupancy. The funding formula must be within budgetary limitations of participating agencies. The formula must be able to be modified as needed based on historical data.

Overall Program Priority:

High Medium Low

Comments:

Approved By: _____

Program Manager : Ariss Redekopp, Financial Manager Date: 03 / 25 / 2008