

INTERLOCAL AGREEMENT FOR ADMINISTRATIVE FIRE CHIEF SERVICES

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

BENTON COUNTY FIRE PROTECTION DISTRICT NO. 1, WASHINGTON

THIS AGREEMENT is made and entered into this 2nd day of September, 2009, by and between the City of Richland, Washington, hereafter referred to as the "City," and Benton County Fire Protection District No.1 hereinafter referred to as the "District" and collectively referred to as the "Fire Agencies." This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the City of Richland maintains an organized and equipped fire department and Benton County Fire District No.1 is organized and equipped for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, it is the purpose of the Interlocal Cooperation Act and this Agreement to permit local governmental organizations to make the most efficient use of their resources by enabling them to cooperate with other government agencies on the basis of mutual advantage; thereby providing services and organizing facilities in a manner, pursuant to appropriate forms of governmental organization, which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the citizens of the respective jurisdictions, and of mutual benefit to the delivery of emergency services, if, in some circumstances, the services of one Fire Agency be extended outside corporate limits of that city or district into another; and

WHEREAS, the parties hereto desire to enter into an Administrative Fire Chief Interlocal Agreement, wherein the City of Richland will provide Administrative Fire Chief services to Benton County Fire District No.1; and

WHEREAS, the parties hereto desire to set forth their rights, duties, and responsibilities with respect to said Administrative Fire Chief Interlocal Agreement obligations as allowed by State law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the parties hereto agree as follows:

II. Terms and Conditions

A. TERM OF AGREEMENT:

This Agreement shall become effective thirty (30) days after being signed and shall remain in full force and effect for one year from the first date indicated above and shall be automatically renewed from year-to-year by the parties hereto, after an annual review, unless terminated. A party may withdraw from this agreement by providing 90 days written notice of its intent to withdraw to the other party. Should the person currently occupying this position separate or be terminated from this position for any reason, this agreement will terminate with no further obligation on the part of either party.

B. ORGANIZATION:

There will not be a separate organization formed for the execution of this Interlocal Agreement.

C. PURPOSE:

The purpose of this agreement is to provide an Acting Administrative Fire Chief to the District for specific functions and responsibilities in order to eliminate the need to appoint a Fire Chief. This action will enable the appointment of a Division Chief in the District to oversee the Operations and Training Divisions only.

D. FINANCIAL REQUIREMENTS:

The Agreement provides for compensation in the sum of \$8,000 annually to be paid to The City of Richland by the Benton County Fire District No.1 for the services described in this agreement.

E. ADMINISTRATION OF AGREEMENT:

The agreement will be administered by the City Manager of the City of Richland with guidance received from the District's Commissioners.

F. PROPERTY:

There will be no real or personal property acquired, held or disposed of relating to this agreement.

G. LIABILITY:

1. Benton County Fire District No.1 shall defend, indemnify and hold the Richland Fire Chief and the City of Richland, its offices, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of, or resulting from any and all negligent acts, errors or omissions of the Fire Chief while he is acting in the capacity of the Acting Administrative Fire Chief of Benton County Fire District No.1.

2. Nothing herein shall be interpreted to:

2.2 Waive any defense arising out of RCW Title 51.

2.2.1 It is further specifically and expressly understood that the indemnification provided herein constitutes each parties' waiver of

immunity under Industrial Insurance RCW Title 51, solely for the purpose of this indemnification. This Waiver has been mutually agreed upon by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

- 2.3. 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 officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.
3. Benton County District No.1 shall maintain suitable commercial general liability, employment practices liability, workers' compensation and auto liability insurance coverage with limits of liability for each occurrence of at least \$5,000,000. Benton County District No.1 shall name the City of Richland as an additional insured by endorsement.
4. The District and City hereunder shall maintain suitable workmen's compensation coverage for its own employees without cost to the other parties to this Agreement, and the District and City shall pay their own personnel, without cost to the other party.

H. TRAINING:

Effective and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. To facilitate these needs, the parties will meet at the request of either party to address issues or concerns with work flow, practices, or functionality of processes.

I. Scope of Work:

The attached Scope of Work, Appendix A, sets forth in detail the extent of involvement to occur in the implementation of this interlocal agreement. Should there be a conflict between terms of this interlocal agreement and the attached Scope of Work, incorporated in its entirety herein, the Scope of Work will govern and resolve the conflict.

Appendix B sets forth the roles and responsibilities among other matters and is incorporated into this agreement as if set forth in its entirety herein.

J. SEVERABILITY:

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

CITY OF RICHLAND

By: 
CYNTHIA JOHNSON, City Manager

Date: 9/2/09

Approved as to Form:


THOMAS O. LAMPSON, City Attorney

BENTON COUNTY FIRE DISTRICT No.1

By: 
, Chair
Board of Fire Commissioners

Date: 9-1-09

Approved as to Form:

N/A
Attorney for FIRE DISTRICT No.1

Appendix A

SCOPE of WORK

Acting Administrative Fire Chief Agreement between the City of Richland and Benton County Fire Protection District No.1

Purpose:

- A. The purpose of this appendix is to describe the terms and responsibilities of the parties hereto, regarding the provision of Administrative Fire Chief services mutually agreed to as set forth in the Administrative Fire Chief Services Interlocal Agreement above.

Goals:

- A. To provide an Acting Administrative Fire Chief to the District for specific functions and responsibilities in order to eliminate the need to appoint a Fire Chief. Thereby enabling the appointment of a Division Chief in the District to oversee the Operations and Training Divisions only.
- B. To provide a service agreement for the City of Richland as the cooperating agency and the District as the host agency to enable this cooperative effort.

Objectives:

- A. This program is for the parties to supply and receive Fire Chief Officer administrative services in the areas described and set forth in this program.
- B. The Administrative Fire Chief Agreement shall provide for the authority and responsibility of the Richland Fire Chief to act as the Administrative Fire Chief of the District.
- C. This program shall ensure that both parties are aware of the performance expectations and limitations imposed on the Chief Officer in this dual role.

Outcomes:

- A. This Administrative Fire Chief Services Interlocal Agreement will enable the District to appoint a Division Chief and Firefighter instead of a Fire Chief, thereby eliminating one Fire Chief position amongst the local fire agencies while maintaining the necessary Command staff and supervision of the District's programs.
- B. To provide a more efficient and effective use of local Fire Chiefs' knowledge, skills, and time toward the evolution of a collaborative or consolidated fire service system.

Program Management Structure:

A. Program Lifecycle

- a. As described in the Administrative Fire Chief Services Interlocal Agreement above.

- b. Appendix B may be modified and amended through negotiation and mutual agreement prior to November 1st of each year.

B. Project Organization

- a. It shall be the responsibility of the BCFD No.1 Acting Administrative Fire Chief to meet the performance obligations of this program. The Chief shall meet with the City Manager and /or the Board of Commissioners to review the Agreement and its execution whenever requested by either the City Manager or the Board of Commissioners. Such meetings shall take place within twenty (20) days from the date a request is received from either party. The Chief may ask to meet with the City Manager and the Board of Commissioners, jointly or separately, to specifically discuss the execution of this Agreement. Such a meeting shall take place at the convenience of the parties.

C. Roles and Responsibilities

- a. Each party is to recognize and honor the limits and expectations of the dual role of the Acting Administrative Fire Chief and not place unnecessary requests for performance or barriers that will impede him to meet the needs of both parties as intended in this agreement.
- b. The City shall supply all the necessary supervision, equipment, support, and training necessary to fulfill the roles and responsibilities as the Director of Fire and Emergency Services for the City of Richland.
- c. The District shall supply any, and all, additional resources required to fill the roles and responsibilities as the Acting Administrative Fire Chief of the District, including but not limited to training, travel, and legal services. Authorization will be through the District's appropriate policies.

D. Financial Provisions

- a. The Agreement provides for compensation in the sum of \$8,000 annually to be paid to The City of Richland by the Benton County Fire District No.1 for the services described in this agreement.
- b. Any action that results in a partial year of service under this agreement shall be pro rated to the nearest whole day.

E. Performance

- a. The City shall include a performance goal in the Fire Chief's annual goals for his pay for performance evaluation each year that is specific to the roles and responsibilities as the Acting Administrative Fire Chief of Benton County Fire District No.1. Input on the annual performance against this goal will be provided by the Benton County Fire District No.1 Commissioners.

F. Constraints

- a. None specifically noted. The parties recognize that financial provisions of this agreement represent only approximately 5% of the total cost of compensation of the Fire Chief, which is equates to approximately 100 hours per year.

Appendix B

Acting Administrative Fire Chief Job Description:

Roles and Responsibilities:

The Acting Administrative Chief shall be the executive and administrative officer of the District and as such shall perform the following duties:

1. Perform such services for the District as directed from time to time by the Board of Fire Commissioners in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the policies of the District as established by the Board of Fire Commissioners.
2. Shall direct and supervise the Division Chief in the management of all paid and volunteer operational and training personnel. The authority to discipline all personnel shall include the authority to suspend or reprimand both paid and volunteer personnel. The Chief shall also have the authority to recommend to the Board of Fire Commissioners the termination of employment of any paid and volunteer personnel. The Chief may terminate volunteer personnel per the discipline code.
3. Determine who shall become volunteer firefighters for the District and appoint and promote all officers of the District, except any of the chief officers shall be approved by the Board of Fire Commissioners.
4. Shall direct and supervise the Division Chief in the management of the training of all personnel of the District. Establish and enforce a manual of operating procedures for the District. Maintain custody of all equipment of the District and provide for the maintenance of the equipment, facilities, and stations.
5. Shall direct and supervise the Financial Manager in the preparation and management of the annual budget; authorize the purchase of all equipment, supplies, and services necessary for the proper operation and maintenance of the facilities of the District as budgeted; provided, however, that unbudgeted purchases of over \$1000 must be authorized by the Board of Fire Commissioners.
6. Shall direct and supervise the Logistics Supervisor in the management of the logistics section.
7. Shall direct and supervise the Maintenance Supervisor in the management of the maintenance program.
8. Shall direct and supervise the Administrative Assistant in the execution of her duties.
9. Have prepared and maintained all appropriate records that may be required by law or by direction of the Board of Fire Commissioners.

10. Assign duties to all personnel of the District and supervise the performance of the duties, provided, that the duties so assigned shall conform to the resolutions of the Board of Fire Commissioners in all events where a resolution has created a specific office and provided for duties for that office.

Compensation:

1. No direct compensation or benefits shall be paid to the Acting Fire Chief.
2. The District shall supply any uniform and/or equipment that is additional to that already provided by The City of Richland and that is considered necessary to the performance of his duties.
3. The District will not provide a vehicle but shall reimburse The City of Richland for mileage, at the state rate, out of the Tri-Cities area on District business.

Lines of Authority and Performance Evaluations:

1. The Acting Administrative Fire Chief shall supervise and complete a written annual performance evaluation for the following Benton County Fire District No. 1 staff:
 - a. Division Chief
 - b. Financial Manager
 - c. Administrative Assistant
 - d. Logistics Supervisor
 - e. Maintenance Supervisor
2. The Acting Administrative Fire Chief shall also supervise the Deputy Chief and the Assistant Chief of the Benton County Fire District No. 1.