

INTERLOCAL AGREEMENT
FOR
FUNCTIONAL CONSOLIDATION OF
MANAGEMENT OF FIRE SERVICES

An Interlocal Agreement entitled "SHARING SERVICES OF ADMINISTRATION AND COMMAND PERSONNEL" was signed by both parties in December of 1996, and became effective January 1, 1997. It is the intent of both parties to rescind that agreement and replace it with the agreement that follows:

This Interlocal Agreement is entered into by and between the CITY OF LONGVIEW, WASHINGTON, a non-charter optional code city of the State of Washington, (sometimes hereinafter referred to as "City") and COWLITZ 2 FIRE AND RESCUE, a Fire District of the State of Washington, (sometimes hereinafter referred to as "C2F&R") pursuant to the authority granted in RCW 52.12.031, 35A.11.040, and chapter 39.34.

The purpose of this agreement is to establish a FUNCTIONAL CONSOLIDATION OF THE MANAGEMENT OF THE FIRE DEPARTMENTS OF LONGVIEW AND C2F&R for the purpose of training, supervising, and managing the services of the Longview Fire Department and the C2F&R Fire Department in order to minimize duplication of employees, to develop consistency in training, and to better provide for the public safety and welfare of the citizens and property in both jurisdictions.

The City and C2F&R both employ a Fire Chief. The City of Longview employs a Deputy Chief/Life Safety and the C2F&R has need of the services of such officer; C2F&R employs a Deputy Chief/ Support Services, a Training Chief, and a Deputy Chief/Operations, and the City of Longview has need for the services of such officers; and the City of Longview employs three Suppression Battalion Chiefs that directly supervise the activities of the two fire stations of the City of Longview, and C2F&R has need for Suppression Battalion Chiefs to directly supervise the activities of the six fire stations of the C2F&R. Longview has one Administrative Secretary, and C2F&R has one Administrative Secretary and one Headquarters Secretary, the services of whom are needed for the efficient management of the two fire departments.

In consideration of the benefits that each of the parties hereto anticipates from the functional consolidation of management of fire services, it is hereby agreed as follows:

1. CITY FIRE ADMINISTRATIVE PERSONNEL TO PROVIDE SERVICE TO LONGVIEW AND C2F&R FIRE DEPARTMENTS

Both parties need the services of a Fire Chief and agree to establish a single fire chief position, and that Longview's Fire Chief will assume those duties for both departments on the effective date of this agreement. The Deputy Chief/Life Safety, the Administrative Secretary, the Fire Protection Specialist, and the Suppression Battalion Chiefs of the Longview Fire Department, shall serve simultaneously and separately in their positions for C2F&R and for the Longview Fire Departments, devoting as much time and effort to each fire department as deemed necessary by the Fire Chief of Longview. All employees and volunteers of C2F&R whose rank is subordinate to such Deputy Chief/Life Safety, Fire Protection Specialist, or Suppression Battalion Chiefs, shall act under the instructions and direction and as if they were employees of and subordinate to these positions.

2. C2F&R FIRE ADMINISTRATIVE PERSONNEL TO BECOME CITY OF LONGVIEW EMPLOYEES AND TO PROVIDE SERVICE TO LONGVIEW AND C2F&R FIRE DEPARTMENTS

The Deputy Chief/ Support Services, Training Chief, Headquarters Secretary, District Secretary, and the Deputy Chief/Operations of C2F&R shall become City of Longview employees and serve simultaneously and separately in their positions for C2F&R and for the Longview Fire Departments, devoting as much time and effort as is deemed necessary by the Fire Chief of Longview. Exhibit A to this agreement lists the administrative positions from Longview and from C2F&R that will be included in this functional consolidation of the management of fire services.

3. CITY RESPONSIBILITY

(a) For purposes of Worker's Compensation, Employment Security, LEOFF I, LEOFF II, Federal Income Tax, and Federal Social Security reporting, payments contributions and benefits, the City shall, at all times be deemed to be the employer of the positions listed in Exhibit A, hereinafter referred to as "fire administration employees".

(b) Such fire administration employees shall be, at all times, employees of the City of Longview and all compensation, employment benefits, discipline, promotion, demotion, and all other matters relating to employment and management of these employees shall be the responsibility of the City of Longview through its City Manager.

(c) The City of Longview shall indemnify and hold C2F&R free and harmless from any and all liabilities of whatever kind and nature arising by reason of the acts or omissions of such fire administration employees while acting under this agreement and within the scope of their duties, including any defense costs.

4. JOINT OVERSIGHT EXECUTIVE COMMITTEE CREATED

A four-person Joint Oversight Executive Committee, hereinafter referred to as "the Committee", shall be formed through the appointment of two individuals by the Board of Commissioners of C2F&R; and the appointment of two individuals, one of whom shall be the City Manager, by the Longview City Council. The Committee shall be responsible for implementing policy and direction originating from the Board of Commissioners of C2F&R and the Longview City Council and general oversight of the administration of the two fire departments. The day-to-day management of the two fire departments shall solely be the responsibility of the City Manager of Longview through the fire chief and the fire administration employees listed in Exhibit A. The chain-of-command and authority are illustrated in the organizational chart found in Exhibit B to this agreement.

5. BARGAINING UNIT AND CIVIL SERVICE PROTECTIONS

Each of the parties hereto, and their employees, is governed by labor agreements that have been negotiated by bargaining representatives; the City is governed by Civil Service regulations; and C2F&R has entered into "Personal Service Contracts" with many of its employees. All of the provisions of such regulations, labor agreements and contracts shall be followed and respected, including, but not limited to, all provisions relative to promotions, demotions, discipline, wages and salaries, benefits, and grievances.

6. PROVISIONS FOR RETURN OF C2F&R EMPLOYEES

In the event this agreement is terminated, C2F&R employees shall return to the employ of C2F&R at a rank no less than the rank held when they left the employ of C2F&R, with all the benefits held at that time, and with credit for time spent in the employ of the City.

7. JOINT USE FACILITY

There is a need for additional office space in which to locate all the fire administration employees. The Longview Fire Chief shall prepare a

plan that identifies alternatives and costs to solve this need. The plan will be submitted to the Longview City Manager who shall review the plan and submit his recommendation to the Committee. The Committee shall forward their recommendation to the Longview City Council and the C2F&R Board of Commissioners for their joint approval.

8. MANNER OF FINANCING

Each of the parties hereto shall provide for the financing of its own Fire Department and emergency response equipment and fire fighting personnel including, but not limited to, all benefits, overtime, retirement contributions, social security contributions and income tax withholding.

The costs for the salaries and benefits for all the fire administration employees identified in this agreement, the costs of a joint use facility approved by both parties as described in paragraph #7 above, and all other costs associated with the support of the fire administration employees shall be shared by the two parties to this agreement. The sharing shall be calculated and based on the pro rata share of each party's most current total assessed evaluation as determined by the County Assessor. For illustration, the 1997 total assessed evaluation for Longview is \$1,527,019,056, and for C2F&R it is \$1,254,510,083. The combined total is \$2,781,529,139. Longview's pro rata share of the combined total is 55%, and C2F&R's share is 45%.

The total annual costs shall be estimated by the Longview Fire Chief and submitted to the Longview City Manager by August of each year for the next calendar year. The total estimated costs shall be reviewed by the Longview City Manager and he shall submit his recommendation to the Committee. The Committee shall forward their recommendation to the Longview City Council and the C2F&R Board Commissioners for their joint approval.

All the approved costs will be included in the City budget and paid by the City. C2F&R shall reimburse the City on a monthly basis in an amount equal to 1/12th of its calculated share of the approved annual budget. At the end of each calendar year an accounting of the actual costs will be made and any overpayment will be credited to C2F&R toward the next year's obligation, and any underpayment will be added to the next year's obligation.

9. ADMINISTRATION OF CONTRACT

The administration of the provisions of this Agreement shall be undertaken by the City and the C2F&R, as provided herein.

10. TERM OF AGREEMENT

This Agreement is for an indefinite term, subject to cancellation by either party hereto upon 90 days' advance written notice to the other.

11. EFFECTIVE DATE

This Agreement shall become effective on the 13 day of August 1998, or upon the execution hereof by both of the parties hereto, whichever is last to occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date that is hereafter shown alongside the signatures of their respective authorized officers.

Dated: 8/27/98

Dated: 8/27/98

CITY OF LONGVIEW, WASHINGTON
RESCUE

COWLITZ 2 FIRE AND

By: Edwin R. [Signature]
City Manager

By: Bill Halla [Signature]
Commissioner

Attest: J. B. Haggan [Signature]
City Clerk

[Signature]
Commissioner

Approved as to form:
[Signature]
City Attorney

[Signature]
Commissioner

Kerby B. Brauer [Signature]
Commissioner

[Signature]
Commissioner

EXHIBIT A

The following positions are fire administration employees of the City and C2F&R who will all become City of Longview employees under the terms of the agreement between the two parties:

<u>Position Title</u>	<u>Employer Prior to Agreement</u>
(1) Fire Chief	City
(1) Deputy Chief/Life Safety	City
(1) Deputy Chief/ Support Services	C2F&R
(1) Deputy Chief/Operations	C2F&R
(1) Training Chief	C2F&R
(1) Fire Protection Specialist	City
(3) Suppression Battalion Chiefs	City
(1) Administrative Secretary	City
(1) Administrative Secretary	C2F&R
(1) Headquarters Secretary	C2F&R

EXHIBIT B
FUNCTIONAL CONSOLIDATION OF MANAGEMENT
OF FIRE SERVICES

