

# INTERLOCAL AGREEMENT FOR FIRE CHIEF ADMINISTRATION AND MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the CITY OF CAMAS, a Washington municipal corporation (the "City") and EAST COUNTY FIRE AND RESCUE, a Washington municipal corporation, (the "District").

WHEREAS, the City of Camas and East County Fire and Rescue want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services; and,

WHEREAS, the City of Camas and East County Fire and Rescue may desire to functionally consolidate the operations of their fire departments within a time frame to be determined; and,

WHEREAS, the City of Camas and East County Fire and Rescue since 1978 have maintained a close partnership providing for ambulance transport services and sharing of resources; and,

WHEREAS, the City of Camas and East County Fire and Rescue are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an inter-local cooperation agreement which allows the City of Camas and East County Fire and Rescue to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Camas and East County Fire and Rescue hereto agree as follows:

## **Section 1. Definitions**

**1.1 Definitions.** The following definitions shall apply throughout this Agreement.

1. District: East County Fire and Rescue
2. District Personnel: Employees of the District working within the District.
3. City: The City of Camas
4. CWFD: Camas-Washougal Fire Department
5. Fire Chief: The Fire Chief of the Camas-Washougal Fire Department
6. Commission/Commissioners: The Board of Commissioners of East County Fire and Rescue

## **Section 2. Services Provided**

**2.1 Services provided by the City.** The City agrees to provide administrative and management services to the District by utilizing the City Fire Chief via a contractual basis to provide those services that are reasonably necessary to assist the District with administrative functions for the District, including budget development, financial management, personnel management, and collective bargaining.

**2.1.1** The Fire Chief shall provide those services necessary to direct, control and support District operations including, but not limited to, fire suppression, fire protection and prevention, hazardous material response, rescue response, and basic life support emergency medical services.

**2.1.2** The Fire Chief, while remaining an employee of the City, shall be the designated District Fire Chief for purposes of statutes and District rules or codes.

**2.1.3** The District shall be responsible for and shall continue to provide Deputy Chief services, as well as all accounting, payroll and human resources support for the District unless otherwise mutually agreed between the District and City.

**2.1.4** All volunteer firefighters of the District and City shall provide services as directed by the Fire Chief and officers. Unless specifically designated, no rule regarding the volunteer organization, funding, duties, or operations, shall be modified by this Agreement without action taken by each respective department.

**2.1.5** All income received by each entity regardless of source including, without limitation, property taxes, fees, donations, grants, or other forms of revenue, shall belong to each organization respectively upon its receipt by that agency without claim by the other organization. This provision shall not apply to the Three Party EMS Agreement.

**2.1.6** All other costs and expenses of providing fire protection, emergency response, and emergency medical services and transport, to the extent not described in this document, shall remain the responsibility of each respective Department. This provision shall not apply to the Three Party EMS Agreement.

### **Section 3. Employment**

**3.1 Fire Chief Position Cost Sharing.** During the term of this agreement, the City and the District will share the salary and associated benefits for the Fire Chief as described in Exhibit "B."

**3.2 Invoicing and Payment.** The City shall be solely responsible for paying all salary and benefits to the Chief. The City shall invoice the District for the amount identified in Section 3.1 on an equal monthly basis, or as otherwise agreed by the parties.

**3.3 Employment Status of Fire Chief.** The Fire Chief shall be an employee of City and shall not be an employee of District. For purposes of workers' compensation coverage and employer immunities, the Fire Chief shall be considered as an employee of the District that the Fire Chief is working for at the time an injury is incurred. The Fire Chief shall document the Fire Chief's consent to this arrangement by executing the consent form attached as Exhibit A.

**3.4 Supervision and Assignment of District Personnel.** District Personnel shall be supervised and be under the direction and control of the Deputy Fire Chief of the District who will report to the Fire Chief in the performance of their duties. The job duties of such personnel shall not change. Work

provided and directed by the personnel, and directed by the Fire Chief, shall be consistent with each member entity's current collective bargaining agreement.

**3.5 Indemnification Regarding District Personnel Claims.** The District shall indemnify, defend and hold the City harmless from any and all demands, claims or actions by District Personnel, which arise out of, or relate to, events that occurred prior to the effective date of this Agreement.

**3.6 Authority and Responsibility of the Fire Chief.** Subject to the terms of this Agreement, the Fire Chief shall have management authority over the District and District Personnel through the Deputy Chief of the District, including but not limited to the following:

- a.) Day to day operations
- b.) Employee assignments and job duties
- c.) Staffing
- d.) Station apparatus assignment
- e.) Allocation of resources
- f.) Personnel management including discipline in accordance with District policy, procedure, and collective bargaining agreements.
- g.) Development and implementation of the District fire budget with expenditure authority consistent with District policy and procedure.
- h.) Implementation of policies and procedures.
- i.) All duties and responsibilities of the District's Fire Chief as set forth in District job descriptions, policies and procedures which may be changed from time to time in the sole discretion of the District Board of Commissioners. Further roles and responsibilities of the Fire Chief will be contained in Exhibit "B" of this document.

#### **Section 4. Reporting and Representation**

**4.1 Oversight.** The City and the District shall consult with each other at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement. The elected officials or designated representatives of the City and the District shall meet at least monthly to review this agreement and discuss any necessary amendments to this Agreement.

**4.2 Reporting.** The Fire Chief shall report to the District Commissioners with respect to the operations of ECFR. The Commissioners and Fire Chief will develop regular reporting procedures. The Fire Chief or designee will provide periodic reports as directed by the District Board of Commissioners and attend District staff, Board and other meetings as deemed necessary by the

Commission.

**4.3 Personnel Action.** In the event the Fire Chief proposes to take a personnel action reasonably likely to result in a grievance, respond to a grievance, or obligate District funds for a purpose not reasonably anticipated in the District's budget, the Fire Chief must obtain the Commissioner's timely written approval prior to taking such action.

**4.4 Representation.** The City may represent the District on intergovernmental boards or on matters involving the District when requested by the Commission. The District reserves the right to represent itself in any matter in which the interests of the District and the City are not mutual.

## **Section 5. Assessment of Proceeding to Full Functional Consolidation**

**5.1 Assessment.** It is the intent of the parties to assess the effectiveness of this Agreement to determine the viability of future collaboration and partnership between the parties. The viability of future full functional consolidation will be measured by value-added service delivery, community acceptance, efficiency and cost effectiveness.

## **Section 6. Term of the Agreement**

**6.1 Term.** This Agreement shall be effective on November 1, 2017 and will continue through December 31, 2021 period, unless terminated earlier as provided herein or extended by mutual agreement of the parties.

**6.2 Termination.** This Agreement may be terminated by mutual agreement of the parties at any time. Either party may terminate this Agreement for any reason on sixty (60) days written notice to the other unless it is mutually agreed to terminate the Agreement earlier.

## **Section 7. District and City Are Independent Governments**

**7.1 District and City are Independent Governments.** The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the City shall have the sole discretion and the obligation to determine the exact method by which the Services are provided within the geographical boundaries of the City and the District.

## **Section 8. Liability and Insurance**

**8.1 Hold Harmless Regarding Employment Claims.** The District agrees to hold harmless the City, its officers, officials, employees and volunteers from any and all claims, lawsuits, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of personnel or employment claims and/or related lawsuits brought by District's employees which arise out of, or

relate to, events that occurred during the effective term of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

**8.2 Hold Harmless.** The District shall defend, indemnify, and hold harmless the City, its elected officials, officers, volunteers and employees from any and all claims, injuries, damages, losses, or suits, including attorney's fees arising out of or in connection with performance of this Agreement, except for injuries and/or damages caused by the City's negligence or intentional acts of the party or its employees or officers.

**8.3 Insurance.** Upon request, District shall provide City, within five (5) business days, with evidence of general liability insurance in form and amounts reasonably acceptable to City. The insurance requirement of the City shall be fulfilled by the City's membership and coverage in WCIA, a self-insured municipal insurance pool.

## **Section 9. Dispute Resolution**

**9.1** The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 11. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.

**9.2** If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

**9.3** In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

## **Section 10. Filing of Agreement**

**10.1** This Agreement shall be filed with the city clerk of Camas, with the county auditor, or, alternatively, listed by subject on the public agency's web site or other electronically retrievable public source.

## **Section 11. Notices**

**11.1** All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class mail postage prepaid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

**11.2** Notice to Camas shall be sent to:

Camas City Administrator  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**11.3** Notice to District shall be sent to:

East County Fire & Rescue  
Board Chair  
600 NE 267<sup>th</sup> Avenue  
Camas, WA 98607

## **Section 12. Compliance with Laws**

**12.1** The Parties shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.

## **Section 13. Modification**

**13.1** No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, and signed, by both Parties.

## **Section 14. Interpretation**

**14.1** This Agreement is and shall be deemed jointly drafted and written by both Parties.

## **Section 15. Laws and Venue**

**15.1** The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

## **Section 16. Property Ownership.**

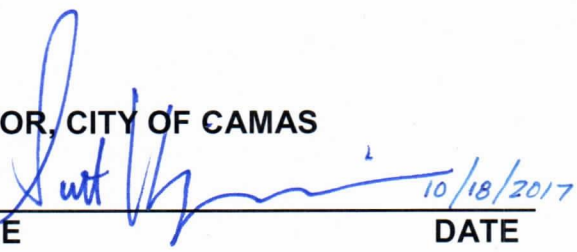
**16.1** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement,

shall remain the property of the acquiring party in the event of the termination of this agreement.

**Section 17 Administration.**

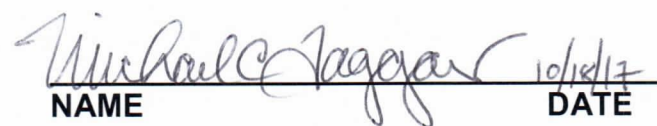
17.1 This Agreement shall be administered by the Mayor of the City and District Commissioners.

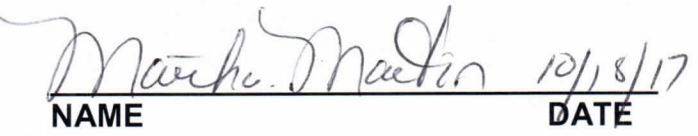
**Section 18. This Agreement shall be filed with the City Clerk of the City of Camas, with the Clark County Auditor, or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source.**

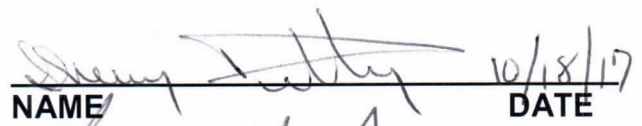
**MAYOR, CITY OF CAMAS**  
  
NAME \_\_\_\_\_ DATE 10/18/2017

  
NAME \_\_\_\_\_ DATE 10-18-17

**East County Fire and Rescue  
Commissioners**

  
NAME \_\_\_\_\_ DATE 10/18/17

  
NAME \_\_\_\_\_ DATE 10/18/17

  
NAME \_\_\_\_\_ DATE 10/18/17

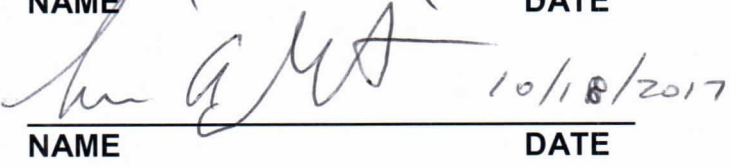
  
NAME \_\_\_\_\_ DATE 10/18/2017

EXHIBIT A

Workers Compensation Relationship Consent

I, Dominick Swinhart, acknowledge that, when I am performing Fire Chief services for ECFR pursuant to the Interlocal Agreement between Cam-S and ECFR, for purposes of workers compensation coverage, Cam-S shall be considered my employer when I am working under the control and direction of ECFR officials.

  
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EXHIBIT B

City of Camas / ECFR

Fire Chief Sharing Proposal

Personnel	Hours per Month	Hourly Rate	Total Cost
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**Fire Chief**

Coordination with Deputy Chief	6.5	\$80.05	\$520.33
Attend commission meetings as necessary	4	\$80.05	\$320.20
ECFR Officers Meeting	2	\$80.05	\$160.10
Station 91 on site hours	8	\$80.05	\$640.40
Emergency Response	5	\$80.05	\$400.25
Miscellaneous Duties	8	\$80.05	\$640.40
<b>Labor Subtotal</b>	<b>37.5</b>		<b>\$2,681.68</b>

**Miscellaneous Expenses**

\$318.32

**TOTAL (2016)**

**\$3,000.00**

Inflationary Adjustment:

November 1, 2017 – December 31, 2017: \$3000

January 1, 2018 – December 31, 2018: \$3090

January 1, 2019 – December 31, 2019: \$3182

January 1, 2020 – December 31, 2020: \$3277

January 1, 2021 – December 31, 2021: \$3375

In the event, due to unanticipated staffing shortages, the City is unable to provide the hours

and services identified above, the City shall reduce the monthly charge to reflect the actual hours and services provided.



## East County Fire & Rescue

600 NE 267<sup>th</sup> Avenue Camas, WA 98607

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Phone: 360.834.4908

Fax: 360.834.5454

December 19, 2018

Pete,

After many discussions with Nick and Mike Carnes and in light of our recent lid lift attempt not passing, the board voted to terminate our shared chief interlocal agreement with the City of Camas effective 1 February 2019. As you know, the contract has a 60-day notice unless both parties agree to an earlier date. If you require the full 60 days, please let us know.

Nick has full confidence in Chief Carnes's ability to run the department as does the Board of Commissioners. We are especially grateful for the City's generosity in helping us through a difficult period by allowing Nick to be our shared Chief. He has been an invaluable help to us in navigating the challenges of running the department and in helping Mike Carnes become a better Chief Officer.

The board has asked Nick to speak with Pete about a potential agreement utilizing Nick's services on an as-needed basis, such as when Chief Carnes is away for vacation or training, and no other Chief Officer is available. We have also requested that Nick continue to lead our labor negotiations through to completion over the next six weeks.

Please rest assured that this in no way reflects poorly on Nick's performance or on our willingness to be partners with CWFD. We look forward to continued discussions with you on the most efficient ways to serve our constituents. We also do not anticipate any changes to the many joint programs, trainings, and responses that we run together.

Best regards,

A handwritten signature in black ink that reads "Michael Taggart".

Mike Taggart  
Commissioner & Board Chair

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**Prevent, Protect & Serve**

[www.ECFR.us](http://www.ECFR.us)