INTERLOCAL COOPERATIVE AGREEMENT TO CONSOLIDATE AND COORDINATE TRAINING AND SHARE RESOURCES FOR THE EAST METRO FIRE TRAINING GROUP

THIS AGREEMENT is entered into by and between the City of Bellevue, City of Kirkland, City of Mercer Island, City of Redmond, and King County Fire Protection District 16 (also known as the Northshore Fire Department), and such other agencies subsequently approved by the East Metro Training Group Board pursuant to Section 5 below (the "parties" or "members").

RECITALS

Whereas, each party's firefighters are required to train for competency as required in WAC 296-305-05502, which training, education, and ongoing development must be provided for all firefighters commensurate with those duties and functions that firefighters are expected to perform; and

Whereas, the parties respond cross-jurisdictionally on a daily basis through mutual aid agreements and collectively work together to mitigate emergencies of all types, including but not limited to Structural Fires, High Rise Fires, Vehicle Fires, Technical Rescues, Vehicle Accidents, Wild-land Fires, Water Rescue, and Multi-casualty Incidents; and

Whereas, during large scale multi-casualty incidents (MCI's), coordination of operational processes and treatment plans is recommended for optimal treatment of those involved; and

Whereas, varied staffing levels are on duty at any time for each party, and with limited resources, a collective approach is needed to achieve consistent and safe operations for all firefighters working at emergency incidents; and

Whereas, prior to the coordination of training divisions, the parties had individual training and operational plans, causing uncoordinated efforts to mitigate emergencies; and

Whereas, each party's firefighters are dispatched by a centralized communications center (NORCOM) that operates on the same radio communications network, and joint training has allowed for refinement of the communications model; and

Whereas, joint training has allowed for the development of standardized "Best Practices" for all fire services provided by each party, thereby increasing the operating safety of all employees during emergency incidents; and

Whereas, each party has diversified training equipment and facilities, and if shared, allows accessibility and usage to all;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AUTHORITY

This Agreement is entered into pursuant to the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

2. PURPOSE AND OBJECTIVES

This Agreement, dated for reference purposes as the 31 day of December 2013, is entered into by and between the undersigned municipal corporations and public agencies to formalize the East Metro Training Group ("EMTG") to improve service delivery, coordinate and consolidate training opportunities, and to share resources. No separate legal entity is created by this Agreement. This Agreement is subject to any Mutual Aid Agreements otherwise entered into by any of the parties to this Agreement. The EMTG's specific goals and objectives are as follows:

A. Consolidate and coordinate fire training opportunities among member agencies;

B. Share personnel and resources to achieve economies of scale, and to reduce and eliminate redundancies;

C. Develop compliant and standardized training programs for member agencies;

D. Combine recruit fire academies;

E. Safety;

F. Enhanced delivery of mutual aid.

3. TERM

This Agreement shall be effective on 31 day of December, 2013 for one (1) year, regardless of the date of execution, and shall be automatically renewed on the 31 day of December each successive year for an additional one (1) year period. Any party may terminate its participation in this Agreement as provided in Section 11. The withdrawal of any party shall not, however, automatically result in the dissolution of the EMTG, but rather the withdrawing party shall, after the effective date of withdrawal, no longer be considered a party under this Agreement.

4. INDEPENDENT CONTRACTOR/EMPLOYEE RESPONSIBILITY

The parties acknowledge and agree that in the performance of this Agreement, those parties participating in activities under this Agreement are acting as independent contractors and not as agents of each other. Any and all employees of any party acting in the EMTG shall be considered an employee only of the party that regularly employs

such person. Each party shall be solely and exclusively responsible for the compensation and benefits for their employee(s) acting in the EMTG. All rights, duties, and obligations of the employer and the employee shall remain with the party for which the employee works. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

5. GOVERNANCE

A. EMTG Board Composition. EMTG shall be governed by the EMTG Board of Directors ("Board") consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A quorum of the members must be present at any such meeting. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of doing business on any issue.

B. EMTG Board Meetings. The EMTG Board shall meet as often as it deems necessary and not less than once per calendar year. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by any Board Member upon giving all other Board Members not less than ten (10) days prior notice. In an emergency, the EMTG Board may dispense with notice requirements for special meetings, but must, in good faith, use best efforts to provide fair and reasonable notice to all Board Members. Board Members (or alternates) may participate by telephone conference or equivalent means.

C. EMTG Board Authority. The EMTG Board shall have the authority to:

1) Make policy and procedure determinations necessary to guide and direct the administration of this Agreement;

2) Establish and maintain a budget and to make assessments as provided in this Agreement, or necessary expenditures;

3) Establish one or more special funds with the Administering Agency for EMTG as authorized by RCW 39.34.030, to be known as the "Operating Fund of the EMTG Joint Board", which may be established in various accounts and subaccounts;

4) Appoint a Chief of Training and a Group Manager for EMTG and establish minimum staffing levels for the EMTG and from each member;

5) Add members to EMTG where the addition of the public agency is in the best interest of EMTG, and the newly added member will positively affect EMTG's ability to achieve its objectives.

6. ADMINISTERING AGENCY

The EMTG shall have an Administering Agency to carry out administrative functions as approved by the Board and to act as the Fiscal Agent for EMTG. As Fiscal Agent, the Administering Agency will have all powers and authority necessary or appropriate to deposit, manage and expend monies from any funds authorized by this Agreement, any of which actions must be approved by the Board. The City of Bellevue agrees to serve as the Administering Agency for an initial term of no more than three (3) years from the effective date of this Agreement. At the end of this period, the position of Administering Agency will rotate to another Member for a three-year term and then another, and so on. If no Member volunteers to serve as the Administering Agency, the EMTG Board will appoint one.

7. FINANCING/BUDGET

The annual operating and capital budget will be prepared by the Board each year. The budget will show estimated costs of time and materials for overall EMTG operations and individual programs. The annual operating budget of the EMTG will be based on a division among the parties using a simple per capita formula as outlined below:

A. Contributions: Per Capita Formula

1) Example: Member A has 100 personnel, Member B has 80 personnel, and Member C has 70 personnel. The total annual EMTG Budget is $30,000.

   Based on the information in the above example, member contributions would be calculated as follows:

   Per Capita Contribution: $30,000 divided by 250 personnel = $120 per employee

Member A Contribution:	100 Personnel x $120 = $12,000
Member B Contribution:	80 personnel x $120 = $9,600
Member C Contribution:	70 personnel x $120 = $8,400

2) The Budget will not include the cost of personnel assigned by each member to the EMTG. However, use and appointment of member personnel shall be rotated in such a manner that over time each member will bear similarly proportionate personnel costs. The Budget will reflect the cost of shared expenses consistent with EMTG's purpose and objectives such as: regional training and education programs, office supplies, phone and T-1 lines, postage, instructional media, curriculum, reference materials, and outside instructors for delivery of training programs.

3) Start-up costs will be borne by all parties in their proportionate share as determined in A above.

4) The annual capital budget will establish reserves for and provide for the costs associated with maintenance and routine repairs of the unique training facilities (currently provided by Bellevue and Northshore). A per capita formula will be used to establish the annual assessment to each party. The annual assessment for parties providing unique fire training facilities (i.e. live fire, large area search, laddering, standpipe, etc.) will be taken into consideration by the Board.

B. Notification:

1. The EMTG will notify each member of its contribution to the budget by August 15 of each year. Contributions will be submitted to the EMTG by February 15 of the following year.

8. PROPERTY CONTRIBUTIONS, MAINTENANCE AND REPAIRS

A. Contributions Per Capita. Because of the cooperative nature of EMTG, each member is expected to provide property or physical resources to EMTG over time in a percentage reflected in the per capita formula set forth above.

B. Equipment. Each member shall be responsible for the maintenance, repair or replacement of any and all equipment that it owns and that is used during training exercises or otherwise by the EMTG in compliance with that member's policies and best practices. The party that owns the equipment used in training exercises shall retain ownership and shall maintain it in a safe and reliable condition at its own expense. Each member will promptly notify the EMTG Board of any damage that occurs to equipment used during training activities or in EMTG activities or of any concerns that equipment or facilities may not be working properly. A red tag indicating "unsafe – do not use" shall be attached to the equipment or prop and it shall immediately be taken out of use.

C. Other property. A member that uses property and/or physical resources that have been contributed for use by the EMTG shall keep all maintenance and repair records associated with the property/physical resource and make copies of them available to EMTG upon request.

D. Props. All props must be properly maintained and stored by the member, and all live-fire props shall be covered under the property insurance policy of the owning party. Use of any live-fire prop(s) will require the user to designate an operator(s) to meet and comply with the manufacturers' requirements for safe operation of said prop(s) and to pass the training program provided by the owning agency for use of said prop(s).

E. Training Facilities. Each member agrees to take all due care to avoid damage to the Bellevue and Northshore training facilities. The EMTG shall notify Bellevue or Northshore immediately of any damage to their respective facilities. The

EMTG shall be liable for all costs associated with the repair, replacement, and restoration of the training facilities or for any and all damage that may occur as a result of this agreement, except for normal wear and tear, on a pro rata basis, except in the event of a party's negligence, in which event the provisions of Section 9 below shall govern.

F. Vehicles. For purposes of this Agreement, each member authorizes only its own employees to drive its respective vehicles and agrees that any claims or lawsuits that arise due to the use of a vehicle in any activity related to this Agreement shall be the responsibility of the member whose employee is using the vehicle.

9. INDEMNIFICATION AND HOLD HARMLESS

Each party to this Agreement agrees to indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees ("Damages"), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the EMTG activities under this Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

Each party further agrees to defend, indemnify, and hold harmless the Administering Agency/Fiscal Agent from any Damages arising out of Administering Agency/Fiscal Agent's acts or omissions undertaken in its capacity as Administering Agency/Fiscal Agent in any claim or action arising out of the activities under this Agreement brought by a member's official, officer, employee or other person(s) under the supervision or control of that member.

10. NOTICE OF CLAIMS AND LAWSUITS

In the event that a lawsuit is brought or a claim is filed against a party or its employees for actions arising out of their conduct in support of EMTG operations, the party shall promptly notify the other parties that the claim or lawsuit has been initiated.

11. TERMINATION OF MEMBERSHIP IN EMTG

A party may permanently withdraw its participation in the EMTG by providing written notice of its withdrawal and serving such notice upon each Board member of the remaining parties. A notice of withdrawal shall be provided with at least 120 days advance notice in writing to the EMTG Board. A withdrawing party relinquishes all rights to any funds provided to the EMTG pursuant to section 7 except for funds

provided to establish reserves, which will be reimbursed within 30 days to the withdrawing city in the pro-rata amount to which it would be entitled on the date notice of withdrawal is given. Any equipment loaned to the EMTG will be returned to that member. A decision to withdraw does not relieve the withdrawing member of its liability or financial responsibilities incurred prior to the effective date of the termination. The withdrawal of any member shall not automatically result in dissolving the EMTG. The withdrawing member shall waive any right to any funds contributed for the operations of the EMTG or to share in the proceeds at the time of EMTG's dissolution.

12. TERMINATION OF EMTG

This Agreement may be terminated and the EMTG dissolved by approval of a two-thirds (2/3) vote of the Board at any time. Any vote for termination of the Agreement shall require participation from all members unless that Board member refuses to participate in the meeting being held to consider termination.

13. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of this Agreement, the EMTG shall be deemed dissolved and:

A. All funds remaining in the EMTG Funds, Accounts or Accounts held in favor of the EMTG will be disbursed equitably as determined by the Board, which should be proportional to the contributions made absent circumstances justifying a different formula.

B. All property loaned to the EMTG without charge or credit shall revert to the loaning party.

C. Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any property and equipment purchased with EMTG funds, after payment of any and all costs of sale or debts of the EMTG, shall be equally distributed to the remaining members of EMTG at the time of dissolution, which should be proportional to the contributions made absent circumstances justifying a different formula.

14. COMPLIANCE WITH LAW

The EMTG and all its members shall comply with all Federal, State, and local laws.

15. VENUE

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington, at Seattle.

16. FILING

Upon execution hereof, the Administering Agency shall provide to each member a copy of this Agreement to be filed with the appropriate office of each member (i.e., the City Clerks of the respective participating municipalities), and each member shall further file or post the Agreement on its respective website as required by law.

17. COUNTERPARTS

This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

18. MODIFICATION

The parties may amend, modify or supplement this Agreement only by written agreement executed by all the parties hereto.

19. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

20. SEVERABILITY

The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

21. AUTHORITY TO ENTER INTO AGREEMENT.

This Agreement shall be executed on behalf of each participating member by its duly authorized representative and pursuant to an appropriate resolution, ordinance, or authorizing practice of each participating agency.
By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

City of Bellevue

City Manager	Date 12/23/13
Approved as to form:	
Asst. City Attorney	Date 12/17/13

City of Kirkland

City Manager — Date: 12/16/13

Approved as to form:

City Attorney — Date: Dec. 16, 2013

City of Mercer Island

Charles E. Corder for Noel Treat — Date: 12/16/13

City Manager

Approved as to form:

City Attorney — Date: 12/16/13

City of Redmond

Mayor — Date: 11/15/13

Approved as to form:

City Attorney — Date: 11/7/13

Northshore Fire Department

Fire Chief — Date: 12-16-13

Approved as to form:

Attorney — Date: 12-16-2013