

## **Interlocal Services Agreement**

This Agreement is entered into between Port Ludlow Fire & Rescue a municipal corporation, hereafter referred to as "PLFR" and East Jefferson Fire Rescue, a municipal corporation, hereafter referred to as "EJFR." The Dispatch Center, shall hereafter be referred to as "Jeffcom".

### **1. RECITALS**

- 1.1 This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
- 1.2 This Interlocal Agreement (ILA) creates a contract for services where EJFR agrees to provide administrative and management services to PLFR by utilizing EJFR's Fire Chief, administrative staff and organization.
- 1.3 The purpose of this Agreement is to establish the terms under which EJFR will provide administrative and management services to PLFR. This agreement will establish an incremental process for EJFR to assume the duties and functions for the management of PLFR, accompanied with phases that define performance objectives and appropriate compensation to EJFR.

### **2. GENERAL ADMINISTRATIVE**

- 2.1 **Public Information Release.** All information and media releases shall be developed in collaboration with and by mutual approval from the EJFR Fire Chief prior to release.
- 2.2 **PLFR Representation.** The PLFR Board may appoint a designated liaison and an alternate to be present at EJFR Board meetings. The PLFR representatives shall be current PLFR Board members, tasked exclusively with providing feedback to the EJFR Board regarding the terms and execution of this Agreement.
- 2.3 **PLFR Board Meetings.** The EJFR Fire Chief (or designee) shall attend PLFR Board of Fire Commissioners standing committee meetings as necessary. Additional PLFR-specific meetings may be scheduled, and attended by EJFR Fire Chief (or designee) as necessary.
- 2.4 **Compliance.** The PLFR- EJFR Inter-Agency Exploratory Committee shall meet quarterly (as needed) to assess the services, Agreement compliance and recommend improvement measures (as needed). These recommendations shall be presented to the respective Boards for action if needed. The scope of this committee shall also include exploring other opportunities for further collaboration and future agreements.
- 2.5 **Employment Status.**
  - 2.5.1 **EJFR Personnel.** EJFR personnel who provide services under this Agreement shall remain personnel of EJFR and shall not be considered personnel of PLFR. EJFR shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. EJFR shall be solely

responsible for any and all disciplinary measures related to the EJFR personnel. EJFR personnel shall not be entitled to any benefit provided to personnel of PLFR.

2.5.2 **PLFR Personnel.** PLFR personnel who provide services under this Agreement shall remain personnel of PLFR and shall not be considered personnel of EJFR. PLFR shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. Subject to the provisions of this Agreement, PLFR shall be solely responsible for any and all disciplinary measures related to the PLFR personnel. PLFR personnel shall not be entitled to any benefit provided to personnel of EJFR.

### 3. **TERM AND TIERS**

3.1. **Tiers.** The incremental phases of increased services shall be compensated in an escalating manner to reflect the increased workload of EJFR personnel as stipulated herein.

3.2. **Term.** This Agreement shall be effective September 1, 2021 and shall be implemented using a phased process (Tiers). The Agreement shall remain in effect until September 1, 2022 or until such time as the Agreement is rendered unnecessary by a future agreement between the parties. The intent to 'not-extend' this Agreement, by either party, shall be delivered by written notice 120 calendar days prior to the current term expiration date. This Agreement may be extended and/or modified by mutual approval from both the PLFR and EJFR Boards.

3.3. **Termination.** Either party may terminate the agreement without cause by providing 120 calendar day advance written notice.

### 4. **COMPENSATION.**

4.1. **Compensation.** PLFR agrees to pay EJFR a monthly payment on or before the 15<sup>th</sup> day of each month as stipulated in each Tier. EJFR shall invoice PLFR at the beginning of each month. In the event such services are provided for only a portion of a month the monthly payment shall be prorated based on the number of days for which services are provided. As the Agreement progresses into subsequent Tiers, the fee for service for the new Tier shall immediately become applicable. In order to adjust fees for services that reflect increased operational costs for services, compensation amounts listed below shall be adjusted annually (January) to reflect a Cost of Living Adjustment (COLA) model. The COLA shall be based on 100 % of the Seattle-Tacoma Bellevue CPI- U from June to June of the previous year with a minimum of 1.5% and a maximum of 4%. The COLA shall be effective once published by the Bureau of Labor Statistics.

4.2. **Duty Chief Services Compensation.** PLFR agrees to pay EJFR a monthly payment of \$4,500.00 on or before the 15<sup>th</sup> day of each month.

4.3. **Tier 1 Compensation.** The fee for services described in Tier 1 shall be \$14,500 per month (includes the \$4,500 from section 4.2), effective on September 1, 2021.

4.4. **Tier 2 Compensation.** The fee for services described in Tier 2 shall be \$19,000 per month (includes the \$14,500 from Section 4.3), effective on the first day of commencement of Tier 2 services.

## 5. DUTY CHIEF SERVICES – CARRYOVER

5.1. **Duty Chief Services.** Except as modified below, services previously established under the Duty Chief Interlocal Agreement shall continue as previously agreed upon through the term of this agreement.

5.2. **Work Schedules.** EJFR shall be responsible for scheduling Duty Chiefs as necessary to provide the Services. EJFR shall have access to the PFLR daily roster in CrewSense and populate the Duty Chief position in PLFR's CrewSense profile.

5.3. **Equipment and Supplies.** Each party will provide the Duty Chief's and administrative staff with the necessary office space, supplies, and equipment necessary to perform the services required.

## 6. TIER 1 SERVICES

6.1. **Tier 1 Start Date.** The transition of services and compensation described in Tier 1 shall begin on September 1, 2021.

6.2. **Tier 1 Services.** Should terms of the previous Duty Chief Agreement and this Agreement conflict, this Agreement shall supersede the prior Agreement. It is recognized by both parties that the following Tier 1 services will require integration into EJFR's management workflow and will not be instantaneous.

6.2.1 **Dispatch Practices.** EJFR shall align dispatch related policies, protocols and run cards of both agencies as much as practical. EJFR shall work with PLFR staff to identify specialized responses, unique to PLFR, to ensure continual service delivery as appropriate. EJFR shall serve as primary point of contact for all PLFR automatic/mutual aid and Jeffcom related issues. Upon receipt of an alarm covered by this Agreement, EJFR shall ensure the appropriate resources are immediately dispatched by Jeffcom. In the event such equipment and personnel are not available, EJFR shall immediately advise Jeffcom, requesting the next closest appropriate resources and/or Chief Officer using the existing mutual aid process.

6.2.2 **Daily Operations.** The EJFR Duty Chief shall be responsible for daily operational deployment of PLFR resources, issues and related questions. The EJFR Fire Chief (or designee) and executive staff shall serve as the point of contact from external mutual-aid partners for all issues and requests.

6.2.3 **Agency Representation.** EJFR shall represent PLFR at all industry related commissions, boards and committees such as EMS Council, JeffCom, State Fire Chiefs, etc.

- 6.2.4 **Duty Chief.** EJFR agrees to provide Duty Chief services to PLFR with properly trained employees for incident command at major incidents occurring within PLFR during the term of this Agreement on the same basis as such services are rendered within EJFR but EJFR assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous calls within EJFR's service area and PLFR's service area whereby EJFR's Duty Chiefs are unable to render equal protection, the officers and agents of EJFR shall have discretion as to which call shall be answered first.
- 6.2.5 **Command and Control.** The EJFR Duty Chief shall be in command of PLFR personnel at emergency scenes and for daily operations. The PLFR Board Chair or designee shall be notified by the EJFR Fire Chief or designee of any major PLFR incidents once the incident has stabilized.
- 6.2.6 **Staffing.** EJFR shall combine CrewSense accounts into one platform and administer PLFR daily personnel staffing. PLFR staffing procedures shall be aligned as much as practical with EJFR practices.
- 6.2.7 **Workforce Management.** EJFR shall ensure supervision and management of all PLFR personnel occurs in accordance with industry standards and regulations. PLFR company officers shall be subordinate to EJFR Duty Chiefs and executive staff, following the appropriate rank structure decorum. PLFR administrative staff shall report to the EJFR Fire Chief (or designee). As appropriate, the EJFR Fire Chief shall have authority to conduct investigations and impose discipline on members of PLFR. The EJFR Fire Chief shall inform PLFR Board Chair, or designee, of disciplinary matters while following procedures in the PLFR CBA in consult with PLFR legal counsel.
- 6.2.8 **Training and Continuing Education.** EJFR shall manage all training and continuing education for PLFR personnel and delegate responsibilities within the organization as appropriate. EJFR shall align training management of both agencies to create uniform training policies and standards.
- 6.2.9 **EMS and Incident Reports.** The EJFR Fire Chief and/or EJFR MSO (or designee) shall review incident and EMS reports ensuring quality control/quality improvement measures are applied, supervise the PLFR MSO and collaborate with the Medical Program Director as needed. Continuing education elements will be provided as needed.
- 6.2.10 **Labor/Management Committee.** EJFR Fire Chief (or designee), in conjunction with the representatives of the PLFR BOC and IAFF Local 3811, shall participate in the Labor/Management Committee meetings of PLFR and Local 3811 as outlined in the PLFR/L3811 CBA.

## 7. TIER 2 SERVICES.

- 7.1. **Tier 2 Start Date.** Tier 2 services shall commence once the EJFR Fire Chief determines the elements in Tier 1 have been effectively implemented.

- 7.2. **Tier 2 Services.** Services previously established under the Duty Chief Interlocal Agreement and Tier 1 of this Agreement shall continue as previously agreed upon through the term of this agreement. It is recognized by both parties that the following Tier 2 services will require integration into EJFR's management workflow and will not be instantaneous.
- 7.2.1 **Financial Duties.** The EJFR Fire Chief (or designee) shall manage the PLFR administrative staff and associated duties to include receivables, payable, payroll, budget and front counter duties.
- 7.2.2 **Policies and Procedures.** EJFR shall align policies and practices of both agencies to efficiently optimize the deployment of resources within both districts. This process shall be implemented using an ad-hoc committee consisting of administrative staff and bargaining unit members from both agencies and the EJFR Fire Chief or designee.
- 7.2.3 **Support Services.** EJFR staff shall manage various support services to include fleet and facility services, specialized tools and equipment, etc.. EJFR may deploy, utilize or reassign PLFR vehicles and equipment in a manner which benefits both districts.
- 7.2.4 **Public Education & Relations.** EJFR shall manage community engagement efforts to ensure basic public education and related practices are sustained within PLFR standards.
- 7.2.5 **Fire Prevention.** EJFR shall manage fire prevention and inspections within existing PLFR procedures as required under applicable WAC and RCW regulations, UFC and WSRB standards.

## 8. Dispute Resolution.

- 8.1. Should a dispute arise, the issue(s) shall be presented to both Boards. A subcommittee of four Board members (two from each PLFR and EJFR) and EJFR Fire Chief (or designee) shall meet to review and attempt to resolve the dispute.
- 8.2. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 8.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator

selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

- 8.4. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in a County Superior Court that is mutually agreed to by the parties. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 8.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## 9. MISCELLANEOUS

- 9.1. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- 9.2. **Insurance.** Each party shall provide insurance coverage for all operations, facilities, equipment and personnel of its Fire Department. Each party shall furnish to the other party, appropriate documentation showing that such coverage is in effect.
- 9.3. **Property Ownership.** 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.

9.4. **Administration.** This Agreement shall be administered by the EJFR Fire Chief and the PLRF Board Chair or designees.

9.5. **Entire Agreement Contingencies.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

9.6. **Notice.** All communications regarding this Agreement shall be sent to the parties digitally, by email (DocuSign) as listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of emailing and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

9.7. **Benefits.** 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.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

**PORT LUDLOW FIRE & RESCUE**

**EAST JEFFERSON FIRE RESCUE**

By: Gene Carmody

By: David F. Johnson

Gene Carmody, Board Chair

David Johnson, Board Chair

DATE: 7/22/2021

DATE: 7/22/2021

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Chief Kavanagh

Chief Black

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