



City Council Agenda Bill

20217

Bill Number

Subject: 2014 Work Plan Amendments to the Fire District 8 Administrative Services Contract

Summary Statement: The 2013 Interlocal Agreement for the Provision of Administrative Services between the City and Fire Protection District 8 identified in Section 1, additional areas for further consolidation between the agencies. There are 2 work plans for Council's consideration, 1) Administrative support staff consolidation. Budget changes made within City departments for 2014 resulted in a unique opportunity to initiate the transition of District administrative support person to fill a vacated part time position in City fire. 2) Consolidation of fire department training services.

Previous Council Action: 2013 approval of Interlocal Agreement

Fiscal Impact: Increase expenses contained in proposed 2014 fire department budgets for administration and training offset by an increase in revenue from the contract with Fire District 8. There is a total of approximately \$69,000 in new revenue and expenses contained in the 2014 budget.

Funding Source: Fire District 8 contract

Attachments: 2013 Interlocal Agreement, 2014 Administrative Support work plan, 2014 Training work plan.

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Vote Requested	09-Dec-2013	Authorize Contract	Roger Christensen	:10

Council Committee:

Public Works / Public Safety
Stan Snapp, Chair
Terry Bornemann; Gene Knutson

Agenda Bill Contact:

Roger Christensen

Committee Actions:

Reviewed By	Initials	Date
Fire	<i>[Signature]</i>	11/18/13
Finance	<i>[Signature]</i>	12/3/13
Legal	<i>[Signature]</i>	12/14/13
Mayor	<i>[Signature]</i>	12.3.13

Council Action:

Whatcom County Fire District #8
City of Bellingham
Interlocal Agreement for Consolidation of Administrative Services

Attachment "A"
Administrative Support Work Plan
December 1, 2013

Work Plan Timeline:

Project will begin January 1, 2014 and continue through the duration of the original Interlocal Agreement For the Provision of Administrative Services dated January 28, 2013.

Description of Project:

City of Bellingham Fire Department (BFD) will assume all administrative support functions for Whatcom County Fire District 8 (D8). This includes handling accounts payable, accounts receivable, payroll, financial tracking, report tracking, board secretary, and other administrative support functions customarily completed by the current D8 administrative assistant.

As part of this project, the current D8 administrative assistant will transfer employment to The City and will fill in the role of Accounting Technician in the BFD office team. Other functions currently done by the D8 administrative assistant will be assigned to various members of the BFD office team as directed by the management team.

D8 will continue to provide support for their financial software which will be used as the main accounting software for D8.

Expected Outcome:

By consolidating the D8 and BFD office staff into one group we will increase efficiency by allowing specialization of some of the more complex functions while also maintaining more redundancy through cross training of staff members.

Evaluation Process/Timeline:

The management team of the fire departments will continually evaluate the effectiveness of the joint office team and make adjustments as needed. No specific timelines are needed for this process.

Fiscal Considerations:

For the consolidated administrative support functions D8 will contribute \$50,965.71 in 2014. Each year after the amount will increase based on same formula used in the administrative contract. Additionally D8 will pay a one-time fee in 2014 for the cost of any vacation and/or sick leave liability that is transferred to the BFD with the incumbent employee.

This Work Plan hereby amends Section 1 of the 2013 Interlocal Agreement For The Provision Of Administrative Services (COB Contract Number 2013-0030) per section 1.1.4 of that agreement.

Dated this _____ day of December 2014

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.8

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Fire Chief

CITY OF BELLINGHAM

By: _____
Mayor

By: _____
Finance Director

By: _____
City Attorney

By: _____
Fire Chief

Whatcom County Fire District #8
City of Bellingham
Interlocal Agreement for Consolidation of Administrative Services

Attachment "A"
Training Work Plan
December 1, 2013

Work Plan Timeline:

Project will begin January 1, 2014 and continue through the duration of the original Interlocal Agreement For the Provision of Administrative Services dated January 28, 2013.

Description of Project:

City of Bellingham Fire Department (BFD) will assume training functions for Whatcom County Fire District 8 (D8). This includes initial and ongoing training for D8 volunteer and career firefighters. BFD provides a substantial portion of this training through "training groups" made up of firefighters with interest and in-depth training and knowledge in specific subjects. These groups will be expanded as needed to support the additional workload.

As part of this project BFD training division, for 2014 Division Chief Brad Bannerman and fire Captain Ryan Provencher, will transfer offices to D8 Station 31 Administrative offices.

D8 will continue to maintain their Administrative offices.

Expected Outcome:

By consolidating the D8 and BFD training efforts, we will increase efficiency by standardizing training for both agencies, while also maintaining consistent training schedules.

Evaluation Process/Timeline:

The management team of the fire departments will continually evaluate the effectiveness of the consolidated training process and make adjustments as needed. No specific timelines are needed for this process.

Fiscal Considerations:

For the consolidated training functions D8 will contribute \$18,900 in 2014 used primarily to support training group activity. Each year after the amount will increase based on same formula used in the administrative contract.

This Work Plan hereby amends Section 1 of the 2013 Interlocal Agreement For The Provision Of Administrative Services (COB Contract Number 2013-0030) per section 1.1.4 of that agreement.

Dated this _____ day of December 2014

**WHATCOM COUNTY FIRE PROTECTION
DISTRICT NO.8**

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Fire Chief

CITY OF BELLINGHAM

By: _____
Mayor

By: _____
Finance Director

By: _____
City Attorney

By: _____
Fire Chief

CITY OF BELLINGHAM CONTRACT#

Contract Authorization Routing

Number
(Assigned by FINANCE)

2013-0030

Kristine D Clift submitted this request on
 Tracking Number: KDCT-93ZMCB
 Type: Contract
 Dept: FIRE

Contracting Party	Whatcom County Fire District 8	Original Cont #
Name/Project #	Interlocal Agreement for Administrative Services	
Termination Date	If Contract is Extended, New Termination Date:	Renewable See Contract Terms
City Project Mgr	Bill Hewett	

CERTIFICATE OF INSURANCE

Is Notary required?	No	Current Insurance filed under ----->	
P.O. Required?	No	Attached	Contract No.
		Waived	
		<input checked="" type="radio"/> N/A	
Maximum Payable \$\$	<input checked="" type="checkbox"/> See Contract		

Exhibits Attached: Yes

✓ BH

Special Instructions: Please route 2 originals for signature and return ONE signed original to Kristi Clift. Please notify Kristi Clift and Vickie Fischer when contract has been signed and scanned - thanks!

4/28

Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.
 Modification of Contract - Attach Copy of Original Contract to Physical document

Approval Cycle Settings

<input checked="" type="checkbox"/> Approval conditions:	100% approval
<input checked="" type="checkbox"/> Routing method	Serial (one at a time)
<input checked="" type="checkbox"/> Allow Approver comments	Grp_aRouter Yes
<input checked="" type="checkbox"/> Automatically Delegate to Assistant...	<input checked="" type="radio"/> Yes No
<input checked="" type="checkbox"/> Automatically Skip Approvers...	<input checked="" type="radio"/> Yes No

Days until skipped/delegated

Notification

Access

4/28/13 Finance
4/30/13 Scan

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8, a Washington municipal corporation ("District 8"), and the CITY OF BELLINGHAM, a Washington municipal corporation ("City").

WHEREAS, District 8 and the City agree that a long-term agreement between District 8 and the City for fire and emergency medical services is beneficial to both agencies and their stakeholders; and

WHEREAS, the parties agree that an incremental approach to a full consolidation will provide for the best chance of success and offer the parties an appropriate opportunity to assess the consolidation process; and

WHEREAS, District 8 desires to contract with the City to provide administrative services and the City desires to so provide these services; and

WHEREAS, the parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into Interlocal cooperation agreements which allow the parties 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 parties hereto agree as follows:

I. Services Provided by the City

1.1 Services provided by the City of Bellingham. The City agrees to provide to District 8, services listed below (the "Services"). These Services will be provided to the service area covering the jurisdictional limits of District 8.

- a. Fire Chief level oversight
- b. Operational management for District 8
- c. Financial management

1.1.1 The Fire Chief of the City, while remaining an employee of the City, shall be designated the Fire Chief for District 8 for purposes of statutory regulations within the following framework:

- The Fire Chief shall take direction from the District 8 Board of Commissioners on District 8 matters.
- The Fire Chief shall function as Chief Executive Officer for Fire District 8.
- The Fire Chief shall represent Fire District 8 interests at intergovernmental boards and/or committees as needed.
- The Fire Chief shall be responsible for District 8 budget preparation and financial oversight as directed by the Board of Commissioners.

1.1.2 City Chief Fire officers shall provide management of the day to day Fire District 8 operations including but not limited to the following authorized duties:

- Scheduling of crews
- Personnel management
- Duty officer coverage
- Recruitment and retention of volunteer staffing
- Level of Service. The City shall provide such supervision and scheduling to ensure that District 8 continues to provide the same level of service as currently provided by District 8. If the City cannot ensure the same level of service is provided, parties shall meet and confer to address the issue.

1.1.3 City and District 8 administrative support staff shall work collaboratively to support the Board of Fire Commissioners, the City, District 8, and fire operations.

1.1.4 The Chief Fire Officers will continue to meet during the first quarter of 2013 to develop a plan to further consolidate the following items:

- Administrative Support Personnel
- Training
- Ambulance Billing
- Support for information services in stations and field computers
- Regional Fire Authority (RFA) Feasibility Study
- Mitigation agreement for Pacific Highway Annexation

Each of these items will be developed through the use of work plans per Attachment A. As the work plans are completed the Chief Fire Officers will use the following guidelines for implementing additional consolidations of services:

- Where no fiscal impacts exist to either party, initiate service improvements and advise City and District 8 governance boards as appropriate. Where fiscal impacts of the Developed Plan are minimal and work plan can be accomplished within existing department budgets, initiate service improvements.
- Where fiscal impacts of Developed Plan are substantial or require additional spending authority and/or intergovernmental reimbursements, present Developed Plan to City and District 8 governance boards requesting spending authority.

This Agreement may be amended based on successful completion of work plans.

II. Obligations and Responsibilities of District 8

2.1 District 8 agrees to provide the budget appropriations and make payments to the City necessary to meet the financial obligations set forth herein. District 8 shall further provide, maintain, and replace as necessary all facilities, vehicles, stations, equipment, gear, uniforms and apparatus (collectively referred to herein as "Apparatus") owned by District 8. District 8 shall allow the City full use of its Apparatus, fire stations, and

personnel to most effectively manage fire service delivery needs within the City and District 8.

III. Compensation

- 3.1** One time Compensation: Within thirty (30) days after the Effective Date, District 8 agrees to make a onetime payment to the City for purposes of transferring the Transferred Employee's sick and vacation leave banks to the City as set forth in Section 4.1.1. The value of the vacation and sick leave banks shall be calculated using the Transferred Employee's regular rate of pay on the date the Transferred Employee becomes employed by the City.
- 3.2** Annual Compensation: Annual compensation from the District to the City shall be \$146,386.00. For the calendar year 2013 District 8 shall pay a prorated amount based on partial year agreement. On January 1 of each year thereafter, the Payments will be increased by 115% of the change in the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-U) measured on July 31 of the previous year and in no event will there be a decrease. The City shall invoice the District twice a year. This Agreement may be reopened by either party for the purpose of renegotiating compensation by providing six (6) months' prior written notice to the other party. In the event the Agreement is reopened pursuant to this Section/Paragraph, all terms including those relating to compensation shall continue in full force and effect until the Agreement is amended or terminated in accordance with its terms.
- 3.3** Interest shall accrue at the rate of 12% per annum on monthly payment, which is not received by the City within thirty (30) days after the applicable date set forth above.

IV. Employment

- 4.1** **Transfer of District 8 Assistant Chief.** District 8's Assistant Chief (the "Transferred Employee") will be laterally transferred to City employment into the position of Assistant Chief for the City. Upon commencement of employment with the City, sick and vacation leave banks of the Transferred Employee shall be eliminated from District 8's liability and established in the City's payroll system for the benefit of the Transferred Employee. The parties agree to take additional steps and execute additional documents, if necessary, to carry out the intent of this Section consistent with applicable law. The City will provide the Assistant Chief with his current vacation accrual rate until such time that his City seniority creates an accrual rate higher than the current rate. The Assistant Chief's sick leave accrual rate will be consistent with current City policy for E-plan employees.
- 4.2** **All other Employees.** All District 8 personnel other than the Transferred Employee, including but not limited to, District 8 volunteers and employees (collectively referred to as "District 8 Personnel") shall be and remain volunteers and employees of District 8 and shall be afforded the rights and benefits, and shall be subject to the obligations of, District 8's personnel policies, as may be amended hereafter. District 8 will continue to assume responsibility (to the extent such responsibility exists) for volunteers and

employees for purposes of hiring, discipline, discharge, worker's compensation, and other employment related responsibilities.

- 4.3 Supervision and Assignment.** District 8 Personnel shall be supervised and be under the direction and control of the City in the performance of their duties. The City shall deploy District 8 Personnel in a manner that meets the service requirements of District 8 and the City. The City shall determine operating procedures and training requirements.
- 4.4 Defense and Indemnification Regarding District 8 Personnel Claims.** District 8 warrants that it has no current labor disturbance, grievance or pending arbitration, unfair labor practice charge or other complaint or proceeding with respect to its employees, and District 8 has no knowledge of any facts or information which would give rise thereto. To the extent permitted by law, District 8 shall indemnify, defend and hold the City harmless from any and all demands, claims, arbitration demands, proceedings or other actions by District 8 Personnel, which arise out of events that occurred prior to the effective date of this Agreement.
- 4.4.1 To the extent permitted by law, the City shall indemnify, defend and hold District 8 harmless from any and all demands, claims, proceedings or other actions by District 8 Personnel, to the extent such actions arise out of unauthorized acts by City Personnel in the City's supervision, management and control of District 8 Personnel following the effective date of this Agreement.

V. Reporting and Representation

- 5.1 Oversight.** The City and District 8 shall appraise each other at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement. The elected officials or their designees of the City and District 8 shall meet at least annually to review this Agreement and discuss any necessary amendments to this Agreement.
- 5.2 Reporting.** The Fire Chief or their designee shall report to the District 8 Board of Fire Commissioners with respect to the Operations and Services provided under this Agreement. The Fire Chief or designee will provide periodic reports and attend staff, commissioner and other meetings as reasonably requested by District 8.
- 5.3 Representation.** The City shall represent District 8 on intergovernmental boards or on matters involving District 8 as is reasonably requested by District 8. District 8 reserves the right to represent itself in any matter in which the interests of District 8 and the City are not mutual.

VI. Assessment of Full Consolidation

- 6.1 Assessment.** It is the intent of the parties to assess the effectiveness of this Agreement to determine the viability of full consolidation through a future long-term agreement. The parties agree that both District 8 and the City must benefit from full consolidation.

VII. Term of the Agreement

- 7.1 Term.** This Agreement shall be effective on February 1, 2013 and shall continue in effect until December 31, 2017, unless terminated earlier as provided herein or extended by mutual agreement of the parties.
- 7.2 Termination.** This Agreement may be terminated by either party by providing twelve (12) months' prior written notification. Upon any termination or expiration of this Agreement, the parties shall cause a final accounting to be made, taking into account existing funds, outstanding accounts receivable, and other obligations set forth in this Agreement and the parties shall provide reimbursement for all reasonable costs based on the final accounting.

VIII. District 8 and the City Are Independent Municipal Governments

- 8.1 District 8 and the City are Independent Municipal 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, except as specifically directed by the District 8 Board, the City shall have the discretion and the obligation to determine the exact method by which the Services are provided within the geographical boundaries of the City and District 8.
- 8.2 Service Delivery.** As indicated by City and District 8 adopted response standards, the City may assign the resources available to the City and District 8 without regard to internal political boundaries, but rather based upon the operational judgment of the City.
- 8.3 No Assumption of Liabilities or Obligations.** Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.
- 8.4 No Unfunded Mandates.** The Parties agree that District 8 shall not create any unfunded mandates concerning the Services, including a mandate for a specific level of service.

IX. Insurance

- 9.1 Insurance.** For the duration of this Agreement, each Party shall maintain insurance as follows:
- a. Each party shall maintain its own insurance policy insuring damage to its own fire stations, apparatus, real and personal property, and equipment.
 - b. District 8 shall maintain an insurance policy providing commercial general liability insurance coverage and insuring against liability for accidents occurring on District 8 owned property. Such insurance policy shall be in an amount not less than three million dollars (\$3,000,000.00) per occurrence with a deductible of not more than \$5,000. Such policy shall name the City as an "additional insured."

- c. District 8 shall maintain an insurance policy insuring against bodily injury and property damage arising out of ownership or use of District 8 vehicles in an amount not less than three million dollars (\$3,000,000.00) per occurrence with a deductible of not more than \$5,000. Such policy shall name the City as an "additional insured."
 - d. District 8 shall maintain insurance insuring against claims commenced by District 8 Personnel, including but not limited to injuries, discrimination, and other work related claims. Such insurance shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than \$5,000.
 - e. The City shall maintain a program of self-insurance and excess liability insurance with the at least the levels of protection required of District 8 in this Section.
- 9.1.1** In the event of damage or destruction of District 8-owned Apparatus, District 8 shall use the insurance proceeds to repair or replace the Apparatus. To the extent that insurance coverage is/was not available for the Apparatus and the damage is due to the negligence or willful misconduct of City personnel, the City will be responsible for such damage.
- 9.2** **Indemnification and Hold Harmless.** To the extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such Party's officers, officials, employees and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. With respect to District 8 personnel and employment actions, the defense, indemnification, and hold harmless provisions of Sections 4.4 and 4.4.1 control.
- 9.4** **Cross Release.** Except as specifically provided in this Agreement, District 8 and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted above.

X. Miscellaneous

- 10.1** **Arbitration.** In the event of a dispute concerning this Agreement, the dispute shall be resolved by binding arbitration. Upon notice by either party demanding arbitration, the parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within twenty (20) days, a list of seven arbitrators shall be requested from the Judicial Arbitration and Mediation Service (JAMS) in Seattle, Washington. Each party shall take its turn in striking one name from the list until one name remains. A flip of a coin shall determine which party strikes the first name. Any expenses

incidental to arbitration shall be borne equally by the parties. The determination of the arbitrator shall be final and binding upon both parties. If for any reason JAMS is unable or unwilling to provide such a list, or the process fails to yield an arbitrator, then either party may apply to the Presiding Department of Whatcom County Superior Court for appointment of an arbitrator.

- 10.1.1** Each party shall split equally the costs of the arbitrator. Each party shall be responsible for its own costs and attorney's fees.
- 10.1.2** The prevailing party shall be entitled to have any arbitration award confirmed by the Whatcom County Superior Court in the manner provided by RCW 7.04A and to enforce such judgment, if any. For purposes of this statute, the parties agree that any award shall be within the jurisdiction of the Whatcom County Superior Court. The parties further agree that venue for any dispute shall be in Whatcom County.
- 10.1.3** The arbitrator may not enjoin any act of a party or order either party to perform any act other than the payment of money or transfer of assets.
- 10.2 Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

District 8:

Whatcom County Fire Protection District 8
752 Marine Drive
Bellingham, WA 98226

City of Bellingham:
C/O Fire Chief
1800 Broadway Street
Bellingham WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

- 10.3 No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 10.4 Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision:

10.5 **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

EXECUTED, this 10 day of January, 2013, for **Whatcom County Fire Protection District 8:**

WHATCOM COUNTY FIRE PROTECTION DISTRICT 8 NO. 8

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner

By:  1/10/13
Commissioner

By: 
Commissioner

EXECUTED, this 20th day of January, 2013, for the **City of Bellingham:**



Mayor

Departmental Approval:

Department Head

Attest

Finance Director

Approved as to Form:

Office of the City Attorney

Attachment A

Whatcom County Fire District # 8
City of Bellingham
Interlocal Agreement for Consolidated Administrative Services

WORK PLAN TEMPLATE

Work Plan Timeline:

Description of Project:

Expected Outcome:

Evaluation Process/Timeline:

Fiscal Considerations: