

INTERLOCAL AGREEMENT FOR SNOHOMISH COUNTY ZONE 11 SPECIAL OPS

V1.41

This agreement is entered into this 27th day of March, 2006, by and between the following public agencies pursuant to the authority granted in Chapter 39.34 RCW:

- Snohomish County Fire District # 3
- Snohomish County Fire District # 4
- Snohomish County Fire District # 5
- Snohomish County Fire District # 7
- Snohomish County Fire District # 8
- Snohomish County Fire District # 16
- Snohomish County Fire District # 26
- Snohomish County Fire District # 28

1. Purpose

- 1.1 The purpose of this agreement is to improve the delivery of Special Operations services (Hazardous Materials Response and Technical Rescue Response) to Zone 11 fire agencies in Snohomish County. Zone 11 resources are a subdivision of an overall team concept comprised of each fire zones resources in Snohomish County.
- 1.2 This agreement shall outline a cost share formula that will in part provide funding needed to operate, maintain and equip special operations resources.
- 1.3 Expenditures shared under this agreement are limited to apparatus and equipment purchase, repair and replacement, purchase of fuel, safety gear and insurance.

2. Cooperative Resource Exchange

- 2.1 Human Resources: Each Member agency shall agree to provide human resources as it deems practical. It is recognized that due to the varying sizes and resources that human resources will vary from none to several.
- 2.2 Apparatus and Equipment: All Apparatus and equipment assigned these Special Operations functions shall be utilized to support the needs of the Special Operations identified. Property will be identified and an inventory maintained by the Custodial agency of each resource.
- 2.3 All compensation for human resources committed to Special Operations assignments shall be the responsibility of the assigning agency.
- 2.4 Custodial Agency: The member agency agreeing to house, administer and provide routine maintenance for apparatus and equipment required for each of the Special Operations Services shall be identified herein as the Custodial Agency.

- 2.4.1 Snohomish County Fire District 7 agrees to be the custodian for hazardous materials related resources and Snohomish County Fire District 3 agrees to be the custodian for Technical Rescue related resources. It shall be the responsibility of the custodians to invoice the other participating agencies for approved expenses.
- 2.4.2 Custodial Agencies may be added, deleted, or changed by majority vote of the Governing Board.

3. Governing Board

- 3.1 Composition and Authority: A governing board composed of participating (signatories to this agreement) Zone 11 Fire Chiefs (The CEO of each agency, or his/her designee) shall be established. Each member agency is allowed one voting representative. Five voting members present at any regular meeting will constitute a quorum.
- 3.2 Responsibility: *Zone 11 Fire Chiefs* shall be responsible for formulating policy & applicable procedures, establishing an annual budget, approving expenditures, and acquiring, holding, and disposing of real and personal property.
 - 3.2.1 The Z11 Chiefs shall appoint a Chief Officer (from a Member agency) as an intermediary between the Special Operations Teams. This position shall be referred to as Zone 11 Special Operations Coordinator.
 - 3.2.2 The Zone 11 Fire Chiefs will meet at least quarterly for the purpose of administering this Agreement.
- 3.3 Special Operations Budget: The Special Operations Coordinator shall develop and submit a Special Operations Budget no later than September 1st of each calendar year. Annual Member contributions to the Special Operations Budget will be divided among the Member agencies based on a simple assessed value formula.
 - 3.3.1 Example: Member A has an assessed value of 6 million, Member B has an assessed value of 4 million, and Member C has has an assessed value of 1 million. The total annual Special Operations Budget is \$30,000.

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

Per Capital Contribution: \$30,000 divided by total assessed value (11) = \$2727.27 per million assessed.

Member A Contribution: 6 x \$2727.27 = \$16,363.64

Member B Contribution: 4 x \$2727.27 = \$10,909.08

Member C Contribution: 1 x \$2727.27 = \$2,727.27

- 3.3.2 Only expenses approved by the governing board will be paid by member agencies. Purchase of equipment to be cost shared by member agencies shall be approved by the board prior to purchase. Other expenses may be approved retroactively on a consent basis
- 3.3.3 Custodial Agencies shall pay all expenses and invoice member agencies according to the agreed formula upon approval of the Governing Board.
- 3.3.4 Programs will be reviewed each year and added, *deleted*, or *modified*, with the zone 11 chiefs approval.
- 3.3.5 By mutual agreement, the Zone 11 chiefs may agree to finance special programs and projects that benefit the zone. It is understood that costs beyond those provided for in the agreed annual budget for special ops may require each agencies elective official's approval.
- 3.3.6 Upon request of a member agency and approval of a majority of the Governing Board consideration may be given for financial hardship. Cost increases due to such consideration shall be shared according to the formula by the remaining members.

4. Administration and Supervision

- 4.1 Special Operations coordinator(s): The Zone 11 Fire Chiefs by majority vote will assign an individual from a member agency to serve an annual term (renewable) as intermediary between the zone hazardous materials team and the zone technical rescue team.
 - 4.1.1 The assigned Special Operations Coordinator will produce an annual report for each Special Ops team.
 - 4.1.2 Propose an annual budget for each Special Ops division.
 - 4.1.3 Maintain budget records that include approved budget expenditures for special ops.
 - 4.1.4 Provide operational report to the zone 11 chiefs that includes to date expense report.
 - 4.1.5 Attend team meetings for all special ops programs and represent the zone 11 chiefs.

5. Term of Agreement

- 5.1 This Agreement shall be effective from the date of the signing of the Agreement until terminated as provided herein. The Agreement may be terminated at any time upon the mutual agreement of all Member

agencies. Any Member agency may withdraw from this Agreement, *by giving written notice to all Members 120 days prior to the year of withdrawal; said withdrawal to become effective on the 31st of December* of that year, provided such withdrawing Member thereby relinquishes all rights to any funds, equipment, and/or materials purchased or accepted by the Zone 11 Fire Chiefs as in-kind contributions through this Agreement. This shall not apply to any equipment, vehicles, and/or materials contributed without charge, which shall revert to the contributor upon withdrawal or termination. A decision to withdraw will not relieve the withdrawing Member of liability incurred prior to withdrawal.

5.2 This agreement may be terminated by a 60% membership vote, assets acquired during the life of the agreement shall be disposed of in the following manner unless a member has relinquished its rights as provided above in section 5.1.

5.2.1 All assets contributed without charge by each party shall revert to the contributor.

5.2.2 All assets purchased after the effective date of the original agreement, dated 1/1/2005, shall be distributed based on the percentage of the total member contribution assessed during the year of dissolution, paid by each member agency.

5.2.3 Assets obtained through grants shall remain with the assigned agency.

5.2.4 This Agreement is binding upon these Member agencies.

5.2.5 This Agreement may be modified only by the mutual agreement of each member agency.

6. IN WITNESS HEREOF, we have as of this day set forth on page 1, signed this agreement on the following signature pages.

FIRE DISTRICT #3

Gary Gerhard
Chairman, Board of Fire Commissioners

5/22/06
Date

James E. Talbot
Fire Chief

3-28-06
Date

FIRE DISTRICT # 4

Chairman, Board of Fire Commissioners

Date

Fire Chief

Date

FIRE DISTRICT # 5

Chairman, Board of Commissioners

Date

Fire Chief

Date

FIRE DISTRICT # 7

Chairman, Board of Fire Commissioners

Date

Fire Chief	Date
------------	------

FIRE DISTRICT # 8	
_____	_____
Chairman, Board of Fire Commissioners	Date
_____	_____
Fire Chief	Date

FIRE DISTRICT # 16	
_____	_____
Chairman, Board of Commissioners	Date
_____	_____
Fire Chief	Date

FIRE DISTRICT # 26	
_____	_____
Chairman, Board of Fire Commissioners	Date
_____	_____
Fire Chief	Date

FIRE DISTRICT # 28	
_____	_____
Chairman, Board of Commissioners	Date
_____	_____
Fire Chief	Date

Fire Chief	Date
------------	------

FIRE DISTRICT # 8	
Chairman, Board of Fire Commissioners	Date
Fire Chief	Date

FIRE DISTRICT # 16	
Chairman, Board of Commissioners	Date
Fire Chief	Date

FIRE DISTRICT # 26	
<u>Bill Ellis</u>	<u>5-9-06</u>
Chairman, Board of Fire Commissioners	Date
<u>Eric Andrew</u>	<u>5/9/06</u>
Fire Chief	Date

FIRE DISTRICT # 28	
<u>Patrick Sample</u>	<u>4/12/06</u>
Chairman, Board of Commissioners	Date
<u>Michael Fitzgerald</u>	<u>3-8-06</u>
Fire Chief	Date