



**CITY OF KIRKLAND**  
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[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** J Kevin Nalder, Director, Fire and Building Department  
Joseph Sanford, Deputy Fire Chief  
Mike Dettmer, Battalion Chief

**Date:** October 24, 2013

**Subject:** Interlocal Agreement - East Metro Training Group

### **RECOMMENDATION:**

City Council authorizes the City Manager to execute the attached Interlocal Agreement (ILA) to become a formal member of a regional training consortium identified as "East Metro Training Group" (EMTG).

### **BACKGROUND DISCUSSION:**

The Kirkland Fire Department Training and Safety Division is currently responsible for all of the local, state, and federal training and safety mandates. These responsibilities include all Emergency Medical Service (EMS) training required to maintain Emergency Medical Technician (EMT) licensing for all firefighters, specialized rescue training, live fire training, near shore water rescue training, and all other training commensurate to the duties of a firefighter. State laws require detailed recordkeeping of all required training.

The Safety Division aspect of the fire department includes mandates to create and maintain safety training, policies, annual inoculations, tuberculosis screening, SCBA respiratory testing and hearing testing for all firefighters, Labor and Industry required health and safety meetings and training. These required functions require detailed and secure record keeping.

Currently, the City of Kirkland Fire Department does not own a training facility that would accommodate compliance with the required annual training. The East Metro Training Group (EMTG) has two such training facilities. One is located in the City of Kenmore and the other is located in the City of Bellevue. Prior to forming an informal training and best practices partnership in June 2010 with Bellevue and Redmond Fire Departments, the Kirkland Fire Department would travel to the Washington State Fire Training Facility in North Bend, Washington for training requiring a live fire training

tower and other training props in order to achieve department training needs. Additionally, newly hired firefighters were sent either to the North Bend facility or Bates Technical College training academy located in Tacoma, Washington for a ten-week recruit academy and then return for three weeks with the Kirkland Fire training division to learn operational protocols specific to the Kirkland Fire Department. Since June 2010, the department has participated in two joint recruit academies utilizing the Bellevue and Northshore training facilities and partner agency instructors. Internal joint recruit academies allow the firefighters that are hired by the member departments to be trained using the same equipment, practices, and high standards of the departments they will serve. The joint recruit academy is reduced from thirteen weeks in duration to twelve weeks with more training topics covered and hours of actual training received during the academy. A third joint recruit academy will commence in January 2014.

Mercer Island Fire joined the informal training partnership in September 2010 and Northshore Fire District joined in December 2011. The proposed ILA would formalize and unite the training and safety divisions of five fire departments; Kirkland, Redmond, Bellevue, Northshore and Mercer Island as the East Metro Training Group. This cooperative agreement would provide for shared responsibilities and prevent each agency from having to duplicate operational training and safety functions, personnel and facilities.

## **BENEFITS**

Because Kirkland Fire, Redmond Fire and Bellevue Fire Departments respond cross-jurisdictionally on a daily basis and work collectively to mitigate emergency incidents of all types, it makes sense that coordination of training for incident response be cooperative. Structure fire responses require 22 to 26 firefighters to respond. Mass Casualty Incidents require an even greater number of first responders where coordination of operational processes is essential. These requirements exceed the minimum daily staffing level of the Kirkland Fire Department and a majority of Bellevue and Redmond Fire Departments daily minimum staffing.

Previously, training for large scale incidents required moving resources to a central location and out of their response areas. This had a severe impact on response times. With cooperative, joint training, each jurisdiction is required to contribute only a small portion of it's staffing to make large scale training exercises possible. This keeps the majority of resources in their assigned areas and gets responders the required training.

In addition, each jurisdiction is required to train to common and recognized competencies. Each agency is dispatched and responds via a centralized communications center (NORCOM). Each department has limited resources with which to commit to training. Each department also has specialized equipment and facilities allowing for training, accessibility and usage by all without additional costs.

Participation in EMTG joint training has allowed:

1. "Best Practices" to be established for many of the common fire incidents that each jurisdiction responds to.
2. Sharing of equipment for training purposes and on emergency responses.
3. Specialization of Training Officers which increases expertise in critical areas
4. Sharing of training facilities
5. Reduction of travel time to and from training facilities.
6. Increased service to the community and increased firefighter safety through standardized training and coordination of response to emergencies.

**ELEMENTS OF THE INTERLOCAL AGREEMENT:**

Key points in the Interlocal Agreement consist of the establishment of a Governing Board and an Administering Agency, as well as a fire personnel "per capita" budget allocation. The Governing Board is made up of the Fire Chief or designee from each agency. Each member agency has one vote.

The Administering Agency is established to carry out administrative functions and act as the fiscal agent pertaining to EMTG activities. The City of Bellevue will be the Administering Agency for the initial three years. This position will rotate thereafter.

The Budget is determined by the Board on an annual basis. Costs are determined on a per capita basis. Contributions for 2014 are figured as follows:

**2014 Budget Proposal**

\$19,000	<u>MCO Training Supplies</u> : Disposable items, porta-cans, liquid smoke, extrication vehicles, propane, etc.
\$9,000	<u>Rescue/Specialist</u> (Structural Collapse, Confined Space, Rope Rescue): plywood, cement, dumpster, etc.
\$7,000	<u>Professional Services</u> : speakers, outside trainers, Train-the-Trainer classes
\$13,300	<u>Training Facility Equipment Fund</u> : smoke machine, mannequins, broken equipment.

**\$48,300 Total**

2014 Capital Budget\*

**\$1,165** Training Facilities: electricity, sewer, maintenance

Bellevue	210 personnel
Kirkland	100 personnel
Mercer Island	28 personnel
Redmond	105 personnel
Northshore	40 personnel

2014 EMTG Shared Budget - \$48,300 divided by 483 = \$100 per capita

2014 Capital Budget - \$1,165 divided by 233 = \$5 per person

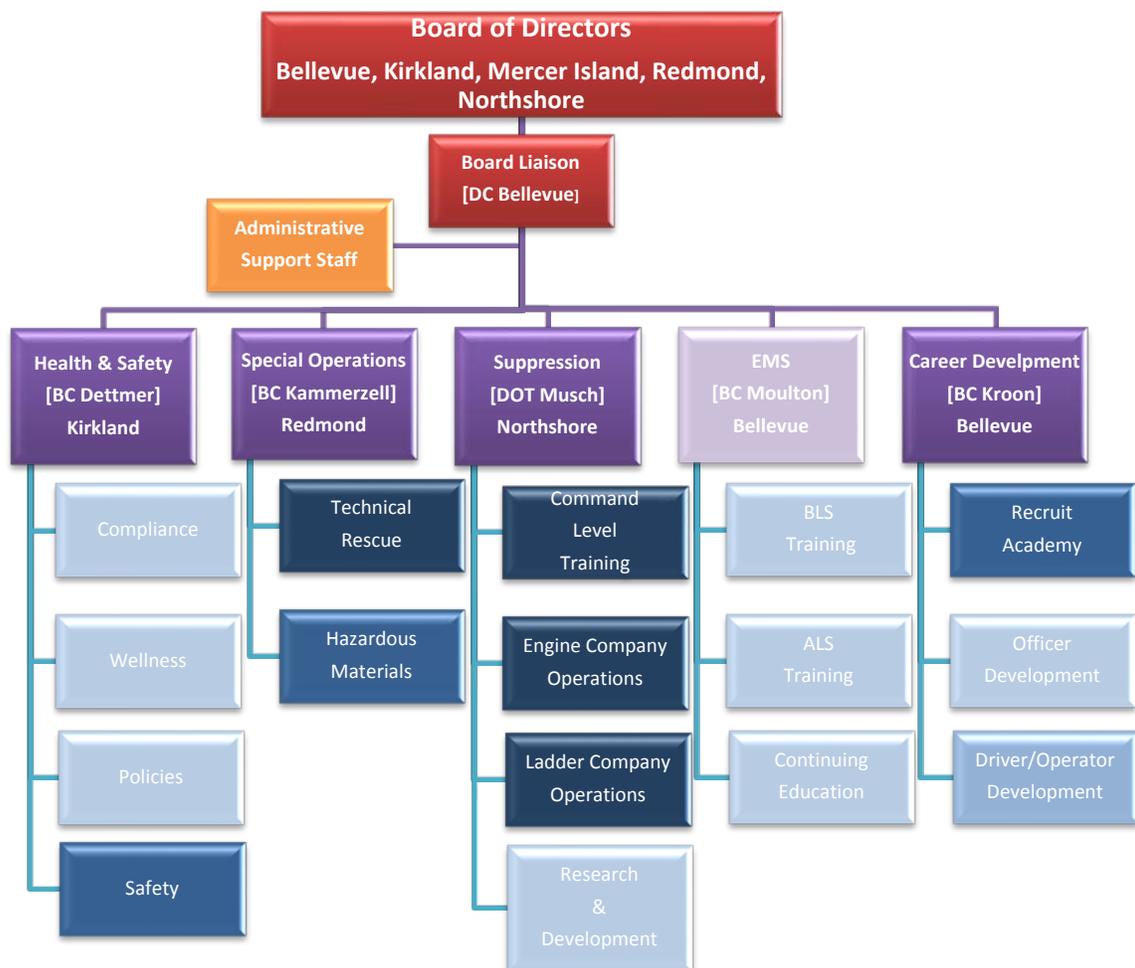
\*[\$5 per capita for non-Training Facility partners (Kirkland, Redmond, Mercer Island)]

Kirkland's portion of the 2014 budget is \$10,500. This money has been budgeted and is currently in the adopted 2014 budget. The money would be utilized for training regardless of participation in EMTG and is NOT an increase in the training budget.

Each agency is responsible for the maintenance, repair and replacement of its own equipment and each agency retains ownership of its equipment.

Termination of Membership in EMTG is granted with 120 days notice and all assets are returned to the original owner upon termination.

The following organizational chart assigns responsibilities to each department. The light shaded positions are those that currently do not have personnel identified for the operations that are listed in those boxes.



The EMTG was reviewed by the Public Safety Committee which recommends adoption. The Redmond City Council approved the ILA on October 15, 2013. The Bellevue City Council has placed the ILA on the November 2013 calendar. The Mercer Island City Council has placed the ILA on the January 2014 calendar.

RESOLUTION R-5012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT TO CONSOLIDATE AND COORDINATE TRAINING AND SHARE RESOURCES FOR THE EAST METRO TRAINING GROUP.

WHEREAS, the firefighters for the cities of Kirkland, Bellevue, Mercer Island, Redmond and King County Fire Protection District 16 must receive training as required in WAC 296-305-05502; and

WHEREAS, these firefighters respond cross-jurisdictionally 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 collisions, wildland fires, water rescue, and multi-casualty incidents; and

WHEREAS, coordination and consolidation of this required training would facilitate more coordinated responses for these emergency incidents and better service to the public; and

WHEREAS, Kirkland, Bellevue, Mercer Island, Redmond and King County Fire Protection District 16 have diversified training equipment and facilities which, if shared, would allow for efficiencies and economies of scale for training costs; and

WHEREAS, the City Council believes the sharing of training costs and equipment will facilitate cross jurisdictional emergency responses in a cost effective manner and may be most efficiently achieved by entering into the attached Interlocal Cooperative Agreement;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to execute the "Interlocal Cooperative Agreement to Consolidate and Coordinate Training and Share Resources for the East Metro Training Group," substantially similar to the document attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

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MAYOR

Attest:

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City Clerk

**INTERLOCAL COOPERATIVE AGREEMENT TO CONSOLIDATE AND  
COORDINATE TRAINING AND SHARE RESOURCES FOR THE  
EAST METRO 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 \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013 for one (1) year, regardless of the date of execution, and shall be automatically renewed on the \_\_\_\_\_ day of \_\_\_\_\_ 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:
- a. Make policy and procedure determinations necessary to guide and direct the administration of this Agreement;
  - b. Establish and maintain a budget and to make assessments as provided in this Agreement, or necessary expenditures;
  - c. 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;
  - d. Appoint a Chief of Training and a Group Manager for EMTG and establish minimum staffing levels for the EMTG and from each member;
  - e. 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.



**City of Mercer Island**

\_\_\_\_\_  
City Manager Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney Date

**City of Redmond**

\_\_\_\_\_  
Mayor Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney Date

**Northshore Fire Department**

\_\_\_\_\_  
Fire Chief Date

*Approved as to form:*

\_\_\_\_\_  
Attorney Date