

**Interlocal Agreement**  
**For the Functional Consolidation of Volunteer**  
**Firefighter Programs By and Between Clallam County**  
**Fire District #2 and the City of Port Angeles**

**Richard Ruud**, Chair Clallam County Fire District #2 Commissioners  
**Karen A. Rogers**, Mayor City of Port Angeles  
**Jon Bugher**, Chief Clallam County Fire District #2  
**Dan McKeen**, Chief Port Angeles Fire Department

This Agreement is entered into this 1<sup>st</sup> day of January 2007, between the City of Port Angeles (hereinafter called the City) and Clallam County Fire District #2 (hereinafter called the District):

I. PURPOSE

This Interlocal Agreement is entered into by the District and by the City in order to establish a framework that will enhance each agency's volunteer firefighter programs. To this end, the legislative bodies of the District and the City authorize their respective departments to establish procedures that will render each other the maximum cooperation practical in the combined utilization of volunteer personnel and volunteer training resources.

It has been demonstrated that the functional consolidation of like resources results in financial efficiencies, increased effectiveness, and the reduction of duplication. The intent of this agreement is to combine the unique strengths of both agencies volunteer programs in order to provide a level of emergency services that could not have been achieved independently.

II. AUTHORITY

The parties enter into this Agreement pursuant to the authority vested in them under the following provisions of the law of the State of Washington: Chapters 38.52, 39.34, and 52.12 and Section 35.84.040 of the Revised Code of Washington.

III. DURATION

The duration of this Agreement shall be for one year. However, the Agreement shall be automatically continued from year to year unless terminated as provided below.

IV. MODIFICATION, REVIEW AND TERMINATION

A. Modification/Review

This agreement may be modified by mutual agreement of both parties hereto, and shall be reviewed no less than every two years, with any modifications executed in the same manner as this Agreement.

B. Termination

Either party can terminate this Agreement by providing a letter of intent to terminate with not less than sixty-days (60) notice prior to the expiration of the current annual term. Said letter shall be sent to the Chief and governing body of the affected party.

V. VOLUNTEER PERSONNEL

A. Transfer

On the effective date of this agreement, all District volunteer firefighters will become volunteer members of the City and all City volunteer firefighters will become volunteer members of the District, except for those existing members who maintain sole department affiliation under E of this section.

B. Sponsored Personnel

Both parties agree to sponsor the number of volunteer firefighters approved in their 2006 budgets. For the District this number is 60 and for the City this number is 24. Sponsoring agencies are responsible for initial expenses, training costs, personal protective equipment, uniforms, radios & pagers, insurance premiums and other member benefits currently provided. Personnel will be sponsored through the station they are assigned to (Appendix A). Response areas are subject to change to ensure the most effective response.

East (Gales)	District Sponsor
Central (Port Angeles)	City Sponsor
West (Dry Creek)	District Sponsor

C. Station Assignment

After the effective date of this agreement, new volunteers will first be assigned to the station closest to their place of residence. In the event a station is staffed at its budgeted level, the new volunteer will be assigned to the next closest station.

D. Civil Service Preference Credit

District sponsored volunteer firefighters who respond to calls within the City and maintain good standing, are eligible for volunteer preference points when applying for career entry-level firefighter positions within the City. Preference credit is outlined in the City's Civil Service Rules & Regulations.

E. Existing Personnel

Volunteer personnel who became members prior to the effective date of this Agreement shall have the right to maintain their existing station assignments, sponsorship, and sole department affiliation.

F. Port Angeles Fire Department Career Employees

Port Angeles Fire Department career employees may volunteer with the District; however, they are excluded from volunteering with the City in order to comply with Fair Labor Standards Act.

VI. JOINT PROCEDURES

The Fire Chiefs are authorized and directed to develop written joint operational procedures. These procedures may be amended from time to time by mutual written agreement of the Fire Chiefs.

The procedures shall include, but are not limited to:

1. Standardized practices for enrolling volunteers
2. Personnel policies

3. Radio communications
4. Response protocols
5. Combined training

Both parties recognize that standardization of equipment and procedures is critical to safe and effective joint operations. Both parties will make an effort towards standardization through future equipment purchases and procedures development.

## VII. COMPENSATION

### A. Emergency Response

A volunteer firefighter who responds to an emergency incident shall be compensated by the agency requesting the volunteer response.

### B. Non-Emergency Participation

A volunteer firefighter who participates in non-emergency activities shall be compensated by their sponsoring agency. Compensation for participation in non-emergency activities shall be pre-approved by the participants sponsoring agency.

### C. Rate-of-Pay

A volunteer firefighter shall be compensated at the rate of pay identified in Appendix B. The rate of pay may be adjusted periodically as part of the parties' budget process.

## VIII. TRAINING

Each party recognizes that safe and effective emergency response is dependant upon each firefighter receiving proper training that is commensurate with their volunteer assignments for emergency operations.

Training shall be provided in accordance with WAC 296-305, "Safety Standards for Firefighters," and other applicable standards.

Centralized training records shall be maintained to document compliance with applicable standards.

## IX. COMMAND RESPONSIBILITY

Command responsibility and accountability rests with the jurisdiction where the incident has occurred. Any command position may be delegated, in whole or in part, to any officer or acting officer.

## X. INSURANCE

Each party shall maintain insurance in amounts not less than:

- Coverage as required by the Washington State Volunteer Firefighter Pension & Relief Program.

- Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- General liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

The insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the other party.

Each shall furnish the other certificates and a copy of mandatory endorsements, including but not necessarily limited to the insured endorsement, evidencing the insurance requirement.

#### **XI. HOLD HARMLESS**

Each party agrees to protect, defend, and hold harmless the other from and against all liability, claims, damages, losses, expenses, including attorney fees occurring, arising or resulting from acts or omissions that occur in response to an event for which that party has command responsibility; provided that nothing in this Agreement shall prohibit any party to this Agreement from seeking damages from any individual or entity which may have been responsible for the emergency conditions for which a response occurred.

#### **XII. GOVERNING LAW AND VENUE**

The laws of the State of Washington govern this Agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court for the State of Washington in Clallam County.

XIII. FILING

As required by RCW 39.34.010, the Agreement shall be filed with the County Auditor.

**CITY OF PORT ANGELES**

**CLALLAM COUNTY FIRE DISTRICT #2**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Karen A. Rogers, Mayor

\_\_\_\_\_  
Richard E. Ruud, Chairperson

Attest:

\_\_\_\_\_  
David R. Whitney, Commissioner

By: \_\_\_\_\_  
Becky Upton, City Clerk

\_\_\_\_\_  
Thomas D. Martin, Commissioner

Approved as to form:

Attest:

By: \_\_\_\_\_  
William Bloor, City Attorney

\_\_\_\_\_  
M. Joan Noal, District Secretary