

East Metro Training Group Interlocal Agreement

This East Metro Training Group ("EMTG") Interlocal Agreement is entered into by and between the City of Bellevue, the City of Redmond, and such other agencies subsequently approved by the undersigned parties pursuant to Section 14 ("Agency," "Party" or collectively the "Agencies").

RECITALS

1. Each Agency'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
2. The Agencies respond cross-jurisdictionally on a daily basis through mutual aid agreements and collectively work together to mitigate emergencies of all types; and
3. Prior to the coordination of training divisions, each Agency had individual training and operational plans; and
4. Coordinated training has allowed for development of best practices for fire services provided by each Agency thereby increasing the operating safety of the Agencies' employees during emergency incidents; and
5. It is recognized that the Agencies have staff that are performing similar tasks, on a daily basis, and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training; and
6. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources; and
7. The Agencies have concluded that collaboration based on equal participation would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding; and
8. The East Metro Training Group has adopted the following Mission and Vision Statements:
 - a. **Mission:** Develop and deliver superior training to improve performance and safety.
 - b. **Vision:** Unify and enhance regional training that improves operational consistency, implements industry best practices, and promotes a shared culture of excellence.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Authority.** This Agreement is entered into pursuant to the Interlocal Cooperation Act at chapter 39.34 RCW.
2. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to maintain a

Training Consortium to enable joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

3. Term; Amendment.

3.1. This agreement shall be effective on July 1, 2024, and shall continue for a term of three (3) years.

3.2. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons, therefore. Such requests to renegotiate shall not be considered a notice of termination.

4. Governing Structure of Training Consortium. No new or separate legal entity is created to administer the provisions of this Agreement. The joint powers of the Agencies in furtherance of this Agreement shall be exercised and overseen by an Administrative Board.

4.1. Administrative Board.

4.1.1. The Training Consortium shall be governed by the Administrative Board which shall be composed of the Fire Chief or Administrator of each Agency to this Agreement. The Administrative Board shall be responsible for:

4.1.1.1. Overseeing administration of the fiscal arrangements as set forth in this Agreement ("Fiscal Agent").

4.1.1.2. Directing, guiding, and overseeing the actions of the Operations Board.

4.1.1.3. Implementing the recommendations of the Training Chief; and

4.1.1.4. Communicating with the governing bodies of the Agencies to this Agreement.

4.1.2. The Administrative Board shall meet not less than once every three months. Each member of the Board shall have an equal vote. All Board decisions shall be made by a majority vote of the Board members or their designees attending the meeting at which the decision is made.

4.1.3. Members of the Administrative Board shall elect by majority vote a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term, which may be renewed by a majority vote. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings.

4.1.4. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected

by majority vote of the board and who shall complete the term of the resigning Chair.

- 4.1.5. Any decision of the Administrative Board that involves the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

4.2. Operations Advisory Team ("OAT")

The OAT shall be composed of the Training Consortium's Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:

- 4.2.1. Consulting and communicating with the Training Chief on matters involving Agency operations.
- 4.2.2. Work with the Training Chief to establish consistency in Agency operations.
- 4.2.3. Work with the Training Chief to ensure the training curriculum is consistent with Agency operations.
- 4.2.4. A designee from the Operations Chiefs shall report directly to the Administrative Board.

4.3. Firefighter Training Advisory Committee "FTAC" The FTAC shall be composed of uniformed staff participating in the Training Consortium as appointed by the Training Chief and each agency in a manner that ensures each Agency is adequately represented. The FTAC shall be responsible for:

- 4.3.1. Providing feedback and input to the Training Chief regarding the content of the training provided.
- 4.3.2. Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium.

4.4. Guiding Documents for Training and Best Practices

It is recognized that the East Metro Training Group's participating Agencies is coordinated around the training principles and curricula contained within two documents: "Best Practices for Incident Operations" and "EMTG Training Manual."

All participating EMTG Agencies hereby agree to comply with and support the foundational principles and curricula of these two documents.

The Training Chief and Operations Advisory Team, in support of the mission and vision of the EMTG, will be responsible for:

- 4.4.1. Ensuring EMTG Best Practices and EMTG Training Manual are maintained and updated in a timely manner.
- 4.4.2. Ensuring annual assessments are completed of both documents.

4.4.3. Approval or denial of suggested modifications, edits, deletions, or additions to the documents.

4.4.4. Communicating/distributing document changes to operations personnel in a method commensurate to the scope of the change(s).

5. Joint Decision Making

5.1. This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to training within the Training Consortium.

5.2. Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions at Board meetings, which may occur in person or virtually, using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chiefs vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

5.3. In the event a tie breaker is needed the final decision would fall to the currently elected chair of the Administrative Board.

6. Administering Agency; Fiscal Agent; Fiscal Arrangements

6.1. Administering Agency Responsibilities and Authority. The EMTG/Training Consortium 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 the following responsibilities and authority necessary or appropriate to:

6.1.1. Expend monies from the annual budget for the Training Consortium's operations approved by the Administrative Board pursuant to Section 6.5

6.1.2. Enter into contracts to procure goods or services necessary to implement the Training Consortium's programs as approved by the Administrative Board pursuant to the spending authority of the Agencies funding the programs.

6.1.3. Execute agreements on behalf of the Training Consortium as authorized by the Agencies.

6.1.4. Manage the finances of the Training Consortium.

6.1.5. Implement the annual budget for the Training Consortium as approved by the Administrative Board.

6.1.6. Track and collect from each participating Agency to this Agreement, a contribution of each Agency's financial responsibility, consistent with the determination of the Annual Agency Cost, as provided in this Section.

6.2. 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.

6.3. For any term that the City of Bellevue serves as the Administering Agency, the Bellevue Fire Department shall manage the finances of the Training Consortium as part of the Bellevue Fire Department's annual budget.

6.4. At the end of any term of an Administering Agency, the Administrative Board will appoint a Member for the next three-year term.

6.5. On or about August 1st of each year, the Administrative Board shall approve an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member as identified by the following components:

6.5.1. **Training Officer Cost.** The cost of a Training Officer shall be based on the average costs of a Bellevue Fire Department Battalion Chief, Captain, Lieutenant, Engineer, Firefighter Paramedic, and Firefighter respectively.

6.5.2. **Administrative Costs.** The amount shall cover the Administering Agency's administrative costs in managing the Training Consortium, including funds to reimburse the agency providing the Training Chief, necessary administrative support staff and other civilian positions as approved by the board.

6.5.3. **Supplies and Maintenance Costs.** The amount shall cover all Agencies' costs in purchasing consumable supplies, professional services and other expenses associated with the delivery of Training.

6.5.4. **Facilities Costs.** The amount shall cover the East Metro Training Group facility, leases and related expenses, as well as costs associated with the use of Training facilities, to include drill grounds, training towers, and classrooms.

6.5.5. **Cost Per Member.** FTE Cost + Administrative Costs + Supplies and Maintenance Costs

6.5.5.1.1.1. + Facility Costs divided by the total number of uniformed members having the rank of Battalion Chief or below = Cost per Member.

6.6. **Annual Agency Cost.** The Annual Agency Cost shall be based upon the agency's number of uniformed members having the rank of Battalion Chief or below for the budget cycle.

The Annual Agency Cost may be satisfied by contributions of personnel (at the FTE value established above), cash, use of training facilities or other services as approved by the Administrative Board.

6.7. **Requests for Additional Services.** Member agencies may choose to request additional services from the training consortium other than those provided for their uniformed staff. These services may include training events for volunteers or use of the Learning Management System (LMS) for civilians. These additional services shall be provided at the discretion of the Training Chief and with the approval of the Administrative Board. The

Training Chief will establish a fee for service that ensures the training is cost neutral for the consortium.

- 6.8. **Additional Contributions.** In the event the Administrative Board determines, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.
- 6.9. **Cash Payment Due Date.** In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the City of Bellevue on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.
7. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, ("Resources"). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in **EXHIBIT A** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
- 7.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on **Exhibit A**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources 'Ownership Share.'
- 7.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
- 7.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
8. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers ("Training Personnel") to perform the functions as assigned by the Training Chief exercising authority under this Agreement.
- 8.1. The Administrative Board is hereby authorized to establish new roles for the training personnel supplied by training consortium member Agencies. The Training Chief is hereby authorized to manage training personnel in such new roles as may be established by the Administrative Board. It is contemplated by the Parties that such new roles may address needs specific to the training

consortium, even where any one member Agency may not maintain that role themselves, as long as the new roles do not require member Agencies to assume liabilities and costs not approved by the member Agencies. Provided, however, that this subsection shall not be interpreted in a way that undermines any member Agency's management of labor relations. Provided further that in establishing and managing new roles specific to the needs of the training consortium, the Administrative Board and Training Chief shall use best efforts to avoid actions and omissions likely to give rise to grievances, unfair labor practice claims, and litigation related to the collective bargaining agreements of member Agencies.

- 8.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.
- 8.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
- 8.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing, and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing, or disciplining Training Personnel, but such guidance shall be optional and non-binding on the Agency seeking guidance.
- 8.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties, and expectations of the shared position prepared by the Training Chief.
- 8.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

9. Training Consortium Chief

- 9.1. **Appointment of Training Chief by Administrative Board.** The Training Consortium Chief ("Training Chief") shall be appointed by the Administrative Board, selected from one of the agencies of the Training Consortium. The appointment will be for a period of three years. This term may be amended by a majority vote of the administrative board. The participating Agencies intend that the best candidate to fulfill the responsibilities at Section 9.2 will be selected by the Administrative Board to serve as the Training Consortium Chief as contemplated by this Agreement.
- 9.2. **Training Chief Responsibilities.** The Training Chief shall be responsible for:
 - 9.2.1. Recommending annual goals and objectives to the Administrative Board.
 - 9.2.2. Developing common operating guidelines for all Agencies.

- 9.2.3. Developing common training programs, processes, and instructional materials for all Agencies.
 - 9.2.4. Developing common training calendars for all Agencies.
 - 9.2.5. Performing such other tasks as directed by the Administrative Board.
 - 9.2.6. Developing an annual Budget for the Training Consortium.
 - 9.2.7. Managing the Training Consortium on a day-to-day basis.
- 9.3. **Employer of Training Chief.** The agency that employs the Training Chief that is appointed by the Administrative Board agrees to employ and staff the Training Consortium Chief position. The agency that employs the Training Chief will remain the employer of the Training Chief. Accordingly, that Agency shall be solely responsible for all matters related to the Training Chiefs human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline. The Administrative Board will also provide feedback concerning the performance of the said Training Chief to the Agency that is the employer of the Training Chief.
- 9.4. **Rotation of Role.** It is contemplated by the Parties that the person who serves in the position of Training Chief may change over time, and that thereby, the Agency that employs the Training Chief will change over time. Prior to the end of any Training Chief's term, unless the term is extended or renewed by approval of a majority of the Administrative Board, a suitable replacement will be selected from among persons employed by one of the participating Agencies. The participating Agencies will cooperate in the rotation of employer responsibilities to support a smooth transition from outgoing to incoming persons assuming the Training Chief position. The employer of the outgoing Training Chief will support the transition of the role to the incoming Training Chief by cooperating with the employer of the incoming Training Chief.

10. Insurance

- 10.1. Each Agency shall maintain suitable commercial general liability and auto liability insurance coverage to provide protection from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 for each occurrence. Each Agency shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Bellevue Fire Department shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

11. Indemnification

- 11.1. Each party to this Agreement agrees to indemnify, defend, and hold harmless the agency that employs the Training Chief and its respective elected officials, officers, and employees from any loss, claims, judgment, settlement, or liability, including costs and attorney fees ("Damages") arising out of activities under this Agreement for any acts or omissions related to performance of the responsibilities assigned to the Training Chief in Section 9.2.
- 11.2. 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. This paragraph shall not apply to

misappropriation of funds by the Administering Agency

- 11.3. Except as otherwise provided in this Section, each Agency shall be solely responsible for its own costs and attorney fees in defending itself against claims of wrongful or negligent actions or omissions by its employees during the course of participation in this Agreement. Nothing in this Agreement is intended to diminish or expand a participating Agency's liability under State or federal laws for wrongful or negligent actions of its employees.

12. Dispute Resolution.

- 12.1. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 12.2. If the parties are unable to resolve the dispute through negotiation, any 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 shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 12.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding 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 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.
- 12.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any 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.

13. Termination/Withdrawal

- 13.1. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination by December 31st of the preceding calendar year. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Jointly Owned Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.
- 13.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 7.

13.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

14. **Additional Agencies.** Additional Agencies may join the East Metro Training Group when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

14.1. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one-year trial participation in the East Metro Training Group. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Section 6 but shall have no interest in joint resources and no administrative or decision-making authority.

15. Miscellaneous

15.1. **Notices.** All communications regarding this Agreement shall be sent to each of the Agencies who are parties to this Agreement. The notice recipient contact and address for each Agency shall be as set forth in Exhibit B, unless updated by the respective Agency with notice to the other Agencies. Notice of updates to notice recipient contact and address information may be provided by email. A notice relating to termination or withdrawal shall be made in writing and sent by email and by U.S. mail to the notice recipients at Exhibit B. A written notice of a claim of breach of this Agreement, or claim of injury, or damages pursuant to this Agreement, shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service.

15.2. **No Third-Party Benefit; No Partnership or Joint Venture Relationship.** It is agreed that this agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

15.3. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

16. **Entire Agreement; Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

17. **Execution.** This Agreement may be executed electronically and in counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

Signatures follow

EXHIBIT A
JOINTLY OWNED RESOURCES

Exhibit B
Notice Recipient Contacts and Addresses