

**CITY COUNCIL MEMO**

DATE: June 15, 2010

TO: CITY COUNCIL

FROM: Dan McKeen, Fire Chief

SUBJECT: REVISION OF FUNCTIONAL CONSOLIDATION OF VOLUNTEER PROGRAMS

Summary: Clallam County Fire District #2 and the Port Angeles Fire Department are proposing revisions to the existing Interlocal Agreement that provides for the functional consolidation of their volunteer firefighter programs.

These revisions include changes that reflect the program's current needs and a provision that provides for the sharing of volunteer-staffed apparatus that enables both departments to more rapidly provide a level of service that would not have been possible before.

Recommendation: Approve revisions to the Interlocal Agreement between the Port Angeles Fire Department and Clallam County Fire District #2.

Background/Analysis: Clallam County Fire District #2 and the Port Angeles Fire Department, both faced with the difficulty of recruiting and retaining qualified volunteer firefighters, functionally consolidated most aspects of their volunteer firefighter programs in January of 2007. This functional consolidation involved the joint recruitment, hiring and training of personnel; the standardization of emergency response procedures; and the clarification of Command responsibility. Additionally, the functional consolidation provided that all District volunteer firefighters became members of the City and all City volunteer firefighters became members of the District.

So far, this functional consolidation has resulted in a number of benefits:

- A larger pool of volunteers is available for response in both jurisdictions
- Both agencies no longer "compete" for volunteers from the same pool of candidates
- Joint hiring practices have resulted in standardization and financial savings
- Standardized training has resulted in safer, more efficient operations

Now that the volunteer programs have been consolidated for several years, some revisions were made to the original Agreement that more accurately reflect the program's current needs.

Additionally, it is proposed that we take the functional consolidation of our volunteer programs to the next level and include the automatic response of volunteer-staffed apparatus. As proposed, the District would automatically respond to confirmed structure fires in the City with one volunteer-staffed engine from Station 21 and one volunteer-staffed engine from Station 22. In turn, the City would automatically respond to confirmed structure fires in the District with one volunteer-staffed engine from Station 11 and respond to back-up medical calls with a volunteer-staffed ambulance from Station 11. These responses would be automatically initiated through Dispatch.

Currently, responding personnel must travel to the scene, size-up the incident, and then make a specific verbal request for mutual aid equipment and personnel. The request is relayed to dispatchers, who then must access computer run cards and send out tone alerts to the appropriate resources. The resulting delay could be significant. The automatic response of volunteer personnel and apparatus is a change that could result in significant efficiencies for both departments, enabling both departments to more rapidly provide a level of service that would not have been possible before.

The revised Interlocal Agreement is attached that outlines the responsibilities of each agency. The agreement has been reviewed by both the District's and the City's attorney.

Attachments: Interlocal Agreement

Interlocal Agreement

For the Functional Consolidation of Volunteer Firefighter Programs and the Sharing of Volunteer- Staffed Apparatus by and Between Clallam County Fire District #2 and the City of Port Angeles



David R. Whitney, Chair Clallam County Fire District #2 Commissioners
Daniel A. Di Giulio, 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 ____ day of June 2010, between the City of Port Angeles (hereinafter called the City) and Clallam County Fire District #2 (hereinafter called the District):

I. PURPOSE

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. To that end, the District and the City make this Interlocal Agreement to authorize and establish policies and procedures that will enhance each agency's volunteer firefighter programs and render to each other the maximum cooperation practical in the combined utilization of volunteer personnel, volunteer training resources, and volunteer-staffed response apparatus.

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-day (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.

C. Replacement

The parties previously entered into an "Interlocal Agreement for the Functional Consolidation of Volunteer Firefighter Programs By and Between Clallam County Fire District #2 and the City of Port Angeles" which became effective on the 1st day of January 2007. This Agreement is intended to supercede the prior agreement in its entirety. The prior agreement shall terminate on the date that this agreement becomes effective.

V. VOLUNTEER PERSONNEL

A. Membership

All District volunteer firefighters are volunteer members of the City and all City volunteer firefighters are volunteer members of the District, except for those members who maintained 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. Realizing neither party is likely to maintain budgeted levels, it is the intent of this provision that the District sponsor approximately 70% of the volunteer firefighters and the City sponsor approximately 30% of the volunteers.

Sponsoring agencies are responsible for initial expenses, training costs, personal protective equipment, uniforms, radios & pagers, insurance premiums and other member benefits currently provided.

C. Station Assignment

Newly hired volunteers will be assigned to stations based upon the combined jurisdiction's staffing needs.

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. Original Personnel

Volunteer personnel who became members prior to January 1, 2007, shall have the right to maintain their original 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. VOLUNTEER-STAFFED APPARATUS

A. Apparatus

The District agrees to provide a volunteer-staffed Engine from Station 21 and a volunteer-staffed Engine from Station 22 for automatic response to structure fires within the City. The City agrees to provide a volunteer-staffed Engine from Station 11 for automatic response to structure fires within the District. For

automatic response to back-up medical incidents, the City agrees to provide a volunteer-staffed ambulance from Station 11.

B. Dispatch Procedures

Run cards for the District and the City will be modified to include the above apparatus.

VII. JOINT PROCEDURES

The Fire Chiefs are authorized and directed to develop written joint operational procedures to carry out the intent and purposes of this Agreement. 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.

VIII. COMPENSATION

A. Emergency Response

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

B. Non-Emergency Participation

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

C. Fee

A volunteer firefighter shall be paid a nominal fee per call as identified in Appendix A. The fee may be adjusted periodically as part of the parties' budget process.

IX. 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.

X. 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.

XI. INSURANCE

Each party shall maintain insurance, or equivalent provided through a self-insurance pool, 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.

XIII. 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.

XIV. 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: _____
Daniel A. Di Giulio, Mayor

Richard E. Ruud, Chairperson

Attest:

David R. Whitney, Commissioner

By: _____
Jannesa Hurd, City Clerk

Thomas D. Martin, Commissioner

Approved as to form:

Attest:

By: _____
William Bloor, City Attorney

M. Joan Noal, District Secretary