

RESOLUTION R- 3807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE AGREEMENT ESTABLISHING A JOINT FIREFIGHTER TESTING PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

Whereas, the Cities of Bellevue, Bothell, Kirkland, Mercer Island, Redmond, King County Fire District 4 and Woodinville Fire and Life Safety District seek to establish a Joint Firefighter Testing Process whereby they may establish a ranked list of candidates for entry level firefighter positions at each of such jurisdictions; and

Whereas, such a joint testing process would result in greater efficiencies, cost sharing, and facilitate entry level firefighter recruitment among the participating jurisdictions; and

Whereas, the City Council has determined that participation by the City of Kirkland in the Joint Firefighter Testing Process is in the best interests of the City, and

Whereas, the City of Kirkland is authorized, pursuant to Chapter 39.34 Revised Code of Washington, to enter into such an interlocal cooperative agreement,

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. Participation by the City of Kirkland in the Joint Firefighter Testing Interlocal Agreement, as set forth in the Agreement attached to the original of this Resolution as Exhibit A and by this reference incorporated herein is approved.

Section 2. The Kirkland City Manager is hereby authorized to execute on behalf of the City of Kirkland the Joint Firefighter Testing Interlocal Agreement appended hereto as Exhibit A. Any acts of the City Manager consistent with the authority and prior to the effective date of this resolution are hereby ratified and confirmed.

Passed by majority vote of the Kirkland
City Council in regular, open meeting this 20th
day of April, 1993.

Signed in authentication thereof this 20th
day of April, 1993.



MAYOR

Attest:



Deputy City Clerk

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JOINT FIREFIGHTER TESTING INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1993, by and between the following public agencies referred to herein as Interlocal Group The cities of Bellevue, Bothell, Kirkland, Mercer Island, Redmond, King County Fire District 4 and Woodinville Fire and Life Safety District Members of the Interlocal Group shall, in accordance with the terms of this agreement, commit financial and human resources to the Joint Firefighter Testing Program established hereunder as determined by the Joint Committee identified in paragraph 2 below Members will not provide these program services to jurisdictions not parties to this agreement The City of Bellevue is hereby designated as the "Lead Agency" and the other members signatory hereto are identified as "Members"

1 Purpose. The purpose of this agreement is to establish a Joint Firefighter Testing Process (hereinafter "Testing Process") whereby the Interlocal Group created herein may establish a ranked list of candidates for entry level firefighter positions at each of the Member jurisdictions

2 Joint Committee - Composition and Authority

The Lead Agency shall be the administrative authority for operations conducted pursuant to this Agreement A Joint Committee is hereby established

to be composed of one voting representative designated by each Member jurisdiction. A quorum at any meeting of the Joint Committee shall consist of 60% of Committee membership, provided, however, the Lead Agency must be present for there to be a quorum. All actions authorized by vote of the Joint Committee shall require approval of a majority of those present. All Committee members shall have one equal vote. There shall be no voting by proxy, however, a Committee member may designate an alternate who may represent a member jurisdiction in the Committee member's absence. The Joint Committee shall have responsibility for formulating policy, procedures and (subject to the budgetary constraints of Member jurisdictions) establishing budgets and acquiring, holding and disposing of Interlocal Group property purchased or obtained by the Interlocal Group for the purpose of administering this agreement.

3 Lead Agency - Duties and Responsibilities

The Lead Agency shall

A Provide administrative oversight and coordination of tasks associated with the completion of the Testing Process and maintenance of the Interlocal List of entry level firefighter candidates. The Lead Agency will serve as manager of the Interlocal List, but will not necessarily be responsible for day-to-day maintenance of the List.

B Coordinate regular meetings of the Joint Committee

C or may establish sub-committees to facilitate recruitment and

testing processes to maintain scheduled time lines.

D. Invoice each member jurisdiction for its pre-determined share of costs associated with participation in this joint testing agreement. The Lead Agency shall disburse funds for costs incurred by the Joint Committee

E File certified copies of this Agreement with its City Clerk, the King County Department of Records and Elections and the Secretary of State pursuant to R.C W 39.34.040.

4 List Management

A. An Interlocal List (hereinafter "List") will be established through the Testing Process. The List will include all candidates who pass the joint written and physical ability tests in order of the highest score to the lowest score. The List will be retained by one Member jurisdiction to be selected by the Joint Committee. When candidates are hired by a member jurisdiction, that candidate's name will be removed from the "List". The jurisdiction retaining the List shall be designated the "List Administrator". The Joint Committee may from time to time redesignate the List Administrator. It is the responsibility of the hiring jurisdictions to notify the List Administrator when a persons have been hired

B Any jurisdiction may contact the List Administrator to request names for processing in their own jurisdiction. For example, the City of Redmond may contact the List Administrator and request names of the top 25 candidates on

the list to interview. At the same time, Bothell may request the top 10 names to interview as well. The candidates requested will go through the individual processes required of the hiring jurisdictions, and may, after application of individual processes, end up with a different ranking on each jurisdiction's final eligibility list. The List Administrator need only be notified if a candidate is hired.

C The List is a document available only to designated representatives from the Member jurisdictions. A copy of the List shall be given to a designated representative at each jurisdiction after the completion of the Testing Process. It is the responsibility of each representative to keep the information about each person on the List confidential within their own jurisdiction. No information about a candidate may be given to organizations who are not members of this agreement, unless specifically authorized by the candidate in question in writing to one of the designated representatives holding the List.

D If a jurisdiction applies veterans preference points, these may be applied at the time the individual jurisdiction's eligibility list is established. Veterans preference points will not be included as a part of the Testing Process or otherwise considered in creating the List.

5 Candidate Record Retention

A All candidate applications and information shall be retained at one Member jurisdiction, to be designated by the Joint Committee. The

retaining jurisdiction may from time to time be redesignated by the Joint Committee. Other Member jurisdictions may request copies of applications or other materials from the retaining jurisdiction. The retaining jurisdiction shall respond within 10 days by providing the requested information or by giving notice to the requesting agency. If a jurisdiction requests copies of all candidate applications, the retaining jurisdiction may ask it to supply a staff person to make the copies or be charged for the cost of producing the copies.

B A Member jurisdiction may request from the List Administrator a report based on List information. The List Administrator may charge the requesting jurisdiction for the cost of producing the report. Within 15 days the administrator shall either provide the requested report, or notify the requesting jurisdiction that the report cannot be prepared from the available data or system capability.

6 Responsibilities of Members

A Each Member to this agreement agrees to pay the Lead Agency for expenses incurred in the Testing Process which exceed the revenue derived from applicant fees. This amount shall be determined by applying the formula in paragraph 7. The Lead Agency may include as part of the overall expenses a fee to cover the costs associated with administering the fund and this agreement. This fee shall be reviewed annually and approved by the Joint Committee.

B If a Member does not have personnel available to participate in the testing program, the non-participating Member shall pay a fee in lieu of

such participation The fee shall be determined by the Joint Committee

C Applicant fees shall be set to cover expenses of the testing program as established by the Joint Committee. The amount of the annual administrative direct costs hereunder shall be reviewed three months prior to the opening date of each recruitment process and adjusted as necessary to cover anticipated costs. Estimates of the actual costs shall be submitted to the Committee at the first quarterly meeting each year. Direct costs shall include only the following expenses:

- o duplication/printing
- o office supplies
- o postage/shipping fees
- o job fair fees
- o advertising
- o correspondence
- o test rental/scoring
- o facility/equipment rental/purchase
- o applicant tracking costs
- o Lead Agency Fee

D No expenditure(s) may be made other than those listed in paragraph 6A above, without prior approval of all the Members

E Each member agrees that all personnel costs incurred in administering this Agreement shall be the sole responsibility of each

jurisdiction

7 Cost Sharing Formula

Costs are pro-rated on the basis of the number of non-exempt uniformed fire service personnel per jurisdiction. The formula will be reviewed annually, and revised if necessary, at the Joint Committee's first quarterly meeting each year. The formula is

$$\text{Cost} - \frac{\text{Total number of non-exempt uniformed personnel in all Member jurisdictions} \times \text{number of such personnel in each jurisdiction}}{\text{Total number of non-exempt uniformed personnel in all Member jurisdictions}}$$

The following example will serve to illustrate the formula. Assume the costs of a Testing Process exceed the total revenues by \$1,000. Eight jurisdictions participate and the total number of non-exempt uniformed fire service personnel in all those jurisdictions is 215. The number of non-exempt uniformed personnel per jurisdiction is.

<u>Jurisdiction</u>	<u>Number of Non-Exempt Uniformed Personnel</u>
1	50
2	40
3	30
4	20
5	15

6		10
7	--	20
8		30

Costs of \$1,000 divided by 215 total non-exempt uniformed fire service personnel = \$4.65/each non-exempt uniformed fire service personnel

Therefore, jurisdictions would pay the following costs

Jurisdiction

1	50 personnel x \$4 65 = \$ 233
2	40 personnel x 4 65 = 186
3	30 personnel x 4 65 = 140
4	20 personnel x 4 65 = 93
5	15 personnel x 4 65 = 70
6	10 personnel x 4 65 = 47
7	20 personnel x 4 65 = 93
8	30 personnel x 4 65 = 140

TOTAL = \$1,000

*Note Numbers are rounded so total won't equal \$1,000

8 Testing Fee Administration

A. The testing fee charged to an applicant and actually received shall be paid to the Lead Agency and shall be deposited in the Firefighter Testing Account established under paragraph 9A of this agreement

B Any surplus of funds in excess of \$5,000, at the conclusion of a Testing Process and after all expenses have been paid shall be returned to Member jurisdictions. The amount each jurisdiction receives will be determined by applying the formula in Paragraph 7.

9 Joint Committee Responsibilities

A The Joint Committee is authorized to establish an administrative checking account with the Lead Agency's Treasurer designated "Firefighter Testing Account". Such account shall be used for the purpose of depositing the payments of each Member's monetary contributions as determined herein as well as any applicant fees received for the operation of the Testing Process. Funds accumulated in said Account shall be utilized solely for the continued operation of the joint Testing Process as administered by the Joint Committee. Interest accruing from the checking account shall be retained for the benefit of the account. This account will be audited by the State Auditor on a periodic basis.

B The Joint Committee may, after due consideration of operational budgets and other requirements, authorize acceptance of "in-kind" contributions from Member jurisdictions for the purposes of funding said Member's cost. Upon acceptance by the Joint Committee of such "in-kind" contribution, the Joint

Committee shall become the legal owner of such items or material

10 Terms of Agreement

A This Agreement shall be in effect from the date of signature of the Agreement until terminated as provided herein. The Agreement may be terminated at any time upon the mutual agreement of all members. If the Lead Agency withdraws, a special meeting of the Joint Committee will be called to appoint a new Lead Agency, arrange for the transfer of funds and take such other action as may be necessary for an orderly transfer of duties. The Lead Agency, or any Member, may withdraw from this Agreement without terminating it by providing written notice to all other Members prior to August 1st of the year of termination, said withdrawal to become effective on December 31st of that year. The withdrawing Lead Agency or Member shall thereby relinquish all rights to any reserve funds, equipment or materials purchased or accepted by the Joint Committee as in-kind contributions through this Agreement. This shall not apply to any equipment or materials contributed without charge which shall revert to the contributor upon termination. A decision to withdraw will not relieve the withdrawing Member of liability incurred prior to withdrawal. The Agreement cannot be dissolved when there is a current List outstanding.

B Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner unless the Lead Agency or Member has relinquished its rights as provided above in subsection A.

1) All property contributed without charge by each member shall revert to the contributor.

2) All property purchased after the effective date of this Agreement, shall be distributed based upon the percentage of the total annual charges assessed by the Joint Committee during the period of this Agreement and paid by each Member or Lead Agency

3) All unexpended or reserve funds shall be distributed to Member jurisdictions based on the formula defined in Paragraph 7

C Other jurisdictions wishing to become Members of this Agreement must submit a written petition to the Lead Agency prior to the beginning of any new Testing Process. The Lead Agency will submit petitions to the Fire Chiefs of each member jurisdiction. The member Fire Chiefs will establish criteria for membership prior to receiving any petition, and recommend to the Joint Committee whether or not to accept a new member. The Lead Agency will then convene a meeting of the Joint Committee to vote upon this matter.

D Liability Each Member jurisdiction will be liable for the defense and payment of any claim based on any actions, omissions, or intentional or negligent acts of the Interlocal Group prior to the establishment of a List. Costs of defense and payment of damages, costs, judgments or awards for any actions, omissions, or intentional or negligent acts occurring prior to the establishment of the List shall be shared equally between all Member jurisdictions. The Joint Committee is authorized to appoint or retain counsel

and defend any claim on behalf of the Interlocal Group.

Each Member jurisdiction shall protect, defend, indemnify and hold harmless the Interlocal Group and its Members from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of the Member jurisdiction, its officers, employees or agents related to the processing and/or hiring of candidates selected from the List for processing and/or hiring by the individual Member jurisdiction.

IN WITNESS WHEREOF, we have as of this day set forth on page 1 signed this Agreement

CITY OF BELLEVUE

City Manager

Attest

City Clerk, City of Bellevue

CITY OF BOTHELL

City Manager

Attest

City Clerk, City of Bothell

CITY OF KIRKLAND

City Manager

Attest.

City Clerk, City of Kirkland

CITY OF MERCER ISLAND

City Manager

Attest

City Clerk, City of Mercer Island

CITY OF REDMOND

Mayor

Attest

City Clerk, City of Redmond

KING COUNTY FIRE DISTRICT #4

Commissioner

WOODINVILLE FIRE AND LIFE SAFETY
DISTRICT