

RESOLUTION R- 4471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT ENTITLED "REGIONAL FIRE CONSORTIUM RECRUITMENT AGREEMENT."

WHEREAS, the City of Kirkland, Woodinville Fire and Life Safety District, Northshore Fire Department, Shoreline Fire Department, and the cities of Bellevue, Mercer Island and Redmond wish to work together to jointly recruit and test entry-level firefighter candidates; and

WHEREAS, the parties wish to enter into an agreement to form a consortium whereby member jurisdictions can jointly recruit and test entry-level firefighter candidates and establish a ranked list of candidates for enter-level firefighter positions at each of the member jurisdictions; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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

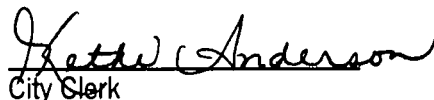
Section 1. The City Manager is hereby authorized to execute an interlocal agreement entitled "Regional Fire Consortium Recruitment Agreement," substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of November, 2004.

Signed in authentication thereof this 3rd day of November, 2004.


MAYOR

Attest:


City Clerk

Reso\Regional Fire Consortium

REGIONAL FIRE CONSORTIUM

RECRUITMENT AGREEMENT

THIS AGREEMENT is being entered into pursuant to RCW 39.34.030 (Interlocal cooperation Act) this _____ day of _____ in the year _____ by and between the following agencies: Woodinville Fire and Life Safety District, Northshore Fire Department, Shoreline Fire Department, and the cities of Bellevue, Kirkland, Mercer Island, and Redmond, referred to herein as "Regional Fire Consortium" (hereinafter "Consortium").

Members of the Consortium shall, in accordance with the terms of this Agreement, commit financial and human resources to jointly recruit and test entry-level firefighter candidates. The jurisdictions signatory hereto are identified as "Members." Members will not provide these program services to jurisdictions not party to this agreement.

1. Purpose:

The purpose of this agreement is to provide a mechanism whereby member jurisdictions can jointly recruit and test entry-level firefighter candidates and establish a ranked list of candidates for entry-level firefighter positions at each of the member jurisdictions. Nothing in this agreement shall require members to exclusively use such a ranked list in its hiring practices. This agreement is not intended to benefit any person or entity by the signatories hereto.

2. Regional Committee – Composition and Authority:

The Lead Agency shall be the administrative authority for operations conducted pursuant to this Agreement. A Regional Committee is hereby established to be composed of one voting representative designated by each jurisdiction, by the appointing Authority. A quorum at any meeting of the Regional Committee shall consist of four (4) committee members or designee; provided, however, the Lead Agency representative must be present for there to be a quorum. All actions authorized by vote of the Regional Committee shall require approval of a majority of those present. Each Committee Member shall have one equal vote. The Regional Committee shall have responsibility for formulating policy, procedures establishing budgets (subject to the budgetary constraints of member jurisdictions) and acquiring, holding and disposing of Regional Committee property purchased or obtained by the Regional Committee for the purpose of administering this agreement.

3. Lead Agency – Duties and Responsibilities:

The Lead Agency shall:

Provide administrative oversight and coordination of tasks associated with the completion of the Testing Process, included but not limited to:

- A. Coordinate regular meetings of the Regional Consortium.
- B. Establish subcommittees to facilitate recruitment and testing processes to maintain scheduled time lines.

- C. Invoice a member jurisdiction for a share of costs associate with participation in this agreement as determined by 6. Cost Sharing Formula; Section A.
- D. 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. A ranked list of candidates (hereinafter "List") will be established through the Testing Process. The List will include all candidates who pass the written and physical ability tests in order of the highest score to the lowest score. When candidates are hired by a member jurisdiction, the candidate's name will be removed from the List. It is the responsibility of the hiring jurisdictions to notify the List Administrator when a person has been hired.
- B. A copy of the List shall be given to a designated representative in each jurisdiction after the completion of the Testing Process. It is the responsibility of each representative to provide a copy of the list to their jurisdictions appointing authority for firefighters and to keep the information about each candidate on the List confidential, as prescribed by law.
- C. Veteran's Preference Points (VPP) will not be applied to candidates' scores prior to distribution of the List. Each jurisdiction is responsible for managing the application of VPP for their list.

5. Responsibilities of Members:

- A. Each Member agrees that all personnel costs incurred in administering this Agreement shall be the sole responsibility of each jurisdiction.
- B. No expenditure(s) may be made without prior approval of the majority of the Members.

6. Cost Sharing Formula:

- A. Costs associated with the recruitment and testing process will be pro-rated on the basis on the number of uniformed fire service personnel per jurisdiction. The formula will be reviewed as needed, and revised if necessary, at a Regional Consortium meeting agreed upon by the majority of the Members. The formula is:

*Cost / Total number of uniformed personnel in all Member
jurisdictions x number of such personnel in each jurisdiction.*

7. Consortium Responsibilities:

- A. The Consortium is authorized to establish an administrative line item account with the designated Agency's "Firefighter Testing Account." Such account shall be used for the purpose of administering the Member's monetary contributions. Funds accumulated in said Account shall be utilized solely for the continued

operation of the Consortium as administered by the Regional Committee. This account will be subject to audit by the State of Washington on a periodic basis.

- B. The Regional 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 Regional Committee of such "in kind" contribution, the Regional Committee shall become the legal owner of such items or materials.

8. Terms of Agreement:

- A. This Agreement shall be in effect when all agencies subject to the agreement have signed 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 Consortium will be called to appoint a new Lead Agency, and take such actions as may be necessary for an orderly transfer of duties. The Lead Agency, or any member jurisdiction, may withdraw from this Agreement without terminating it by providing 30 days written notice to all other Members. The withdrawing Lead Agency or Member jurisdiction shall thereby relinquish all rights to any reserve funds, equipment or materials purchased or accepted by the Regional Committee as in-kind

contributions of the Consortium. A decision to withdraw will not relieve the withdrawing member of liability incurred prior to withdrawal.

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 contributing jurisdiction.

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 Consortium during the period of this Agreement.

3) All unexpended or reserve funds shall be distributed to Member jurisdictions based on the formula defined in Paragraph 6 of this agreement.

C. Other jurisdictions wishing to become Members of this agreement must submit a written petition to the Lead Agency. The Lead Agency will submit petitions to the Fire Chiefs of each member jurisdiction. The member Fire Chiefs will establish criteria for membership. The Lead Agency will then convene a meeting of the Regional 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 Consortium relating to the joint affairs of the consortium as a body as described in this agreement. 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 Consortium is authorized to appoint or retain counsel and defend any claim on behalf of the Regional Committee.

Each Member jurisdiction shall protect, defend, indemnify and hold harmless the Regional Committee and its Members from any and all suits 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 jurisdictions.

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

(Signatures from each jurisdiction)