

Running head: CONTRACT SERVICES AGREEMENT CRITERIA

## Executive Development

Establishing the Criteria of a Contract for Services Agreement

Darin E. Reid

Stanwood Camano Fire Department, Washington State

Stanwood, Washington

June 2008

I hereby certify that this paper constitutes my own product, that where the language of others is set forth, quotation marks so indicate, and that appropriate credit is given where I have used the language, ideas, expressions, or writings of another.

Signed: \_\_\_\_\_

### Abstract

The problem is that Camano Island Fire & Rescue (CIFR), also known as Island County Fire District #1 (ICFD#1) does not have updated criterion for developing a contract to provide fire suppression, fire prevention and education, emergency management and basic and advanced emergency medical services (collectively “Emergency Services”) to the City of Stanwood. The purpose of this action research was to identify the criteria needed to develop a contract to provide Emergency Services for the City of Stanwood and to then produce a draft contract from the results of the research. To achieve this, four questions were answered: What the Federal criteria are for service contracts, what the legal criteria are for service contracts in the State of Washington, what criteria do departments of similar profiles use for service contracts, and what are the criteria for service contracts for Camano Island Fire & Rescue. Literature review, specific data analysis of existing service contracts and the results of the Questionnaire were compiled, all of which enforced the need for CIFR to update the criteria it uses for developing a contract for services and to then develop an updated and comprehensive draft Interlocal Agreement to provide Emergency Services to the City of Stanwood, which should also be reviewed by legal counsel.

Table of Contents

Abstract.....3

Table of Contents.....4

Introduction.....5

Background and Significance.....6

Literature Review.....9

Procedures.....13

Results.....20

Discussion.....29

Recommendation.....31

Reference List.....33

Appendices

Appendix A.....36

Appendix B.....56

Appendix C.....65

Appendix D.....69

Appendix E.....82

Tables

Table 1.....23

Figures

Figure 1.....27

Figure 2.....28

## Establishing the Criteria of a Contract for Services Agreement

### Introduction

The specific problem addressed in the Applied Research Project (ARP) is that Camano Island Fire & Rescue does not have updated criterion for developing a contract to provide services for the City of Stanwood Fire Department. Developing contracts, specifically interlocal agreements (IA) for services, need a significant amount of thought and research prior to implementation. Vague or noncomprehensive contracts may result in far more time and money spent on legal interpretations, unfair labor practices (ULP's), a premature dissolution of a contract, etc. Currently, CIFR has four interlocal agreements in effect to administer the City of Stanwood's fire department, which are the Administrative and Operational Services, Emergency Medical Services, Emergency Management and Part-Time Firefighter contracts. While CIFR would like to combine all of the contracts into one all-inclusive services contract, CIFR has had problems in the past partially caused by the language, or lack there-of, in the current IA's. The purpose of this action research was to identify the criteria needed to develop a contract to provide services for the SFD, which would help to mitigate any of the aforementioned issues in future contracts.

To achieve this, four questions were answered: What are the Federal criteria for service contracts, what are the legal criteria for service contracts in the State of Washington, what criteria do departments of similar profiles use for service contracts, and what are the criteria for service contracts for Camano Island Fire & Rescue. Literature review, specific data analysis of existing service contracts and the results of the Questionnaire helped in not only establishing needed criteria, but to also understand past issues that had been addressed by other Washington State departments and to learn from their mistakes. Contract criteria and lessons learned were

then addressed and used in developing the draft Interlocal Agreement found in Appendix A, which has been reviewed by CIFR's legal counsel.

### Background and Significance

There is a nationwide effort to help facilitate or promote fire departments who do not already have mutual aid agreements in place (DOHS Assistance to Firefighters Grants, 2007, pg.1). Camano Island Fire & Rescue (CIFR), also known as Island County Fire District #1 (ICFD#1), located in Washington State, has long since bought into the idea of mutual aid and is now caught up in another emerging issue: interlocal agreements. CIFR has provided Fire Suppression, Emergency Medical and Rescue services to the residents of Camano Island since 1945. Originally there were three separate Fire Districts and an island-wide Fire District was not formed until 1992. Since then, extremely rapid growth has increased Camano Island's population, number of structures and traffic. Consequently, CIFR's demand for services has increased dramatically, and so has the public's demand for the implementation of those services to be financially responsible.

Evidence of our growth can be found in the 100% increase in the number of responses between 1996 and 2003, according to the department's documented response statistics. This increase in demand has resulted in several major changes for Camano Island Fire & Rescue. In 1993 the first paid Fire Chief was hired and 1998 brought in the first three paid firefighters. Currently, our department consists of 40 career firefighters and paramedic/firefighters, over 25 part-time firefighters, approximately 35 volunteer firefighters, 2 mechanics and 11 career administrative and support employees. Approximately two thirds of this growth has happened over the last three years which, in itself, has been daunting for administration.

Facilitating our department's rapid growth was CIFR first entering into a contract with the City of Stanwood for Emergency Medical Services (Island County Fire District #1, 2005), which started January 1st, 2006. This led to a contract with the City for CIFR to manage the City's fire department (Island County Fire District #1[ICFD#1], 2006), quasi effectively allowing both departments to operate as one, similar to when CIFR combined the three fire Districts in 1992. Unfortunately, the current interlocal agreements between CIFR and the City mentioned in the Introduction have posed some administrative and operational problems that could be addressed by implementing just one, all-inclusive contract for services. This contract, with the appropriate contract criteria, would dissolve the four current interlocal agreements.

For example, the current Interlocal Agreement for Administrative and Operational Services (ICFD#1, 2006) did not allow for, by interpretation of the City's legal counsel, the City to pay for any additional increase in costs. The Interlocal Agreement did allow for the District and City to discuss and agree upon cost increases as outlined in Article 5.1 of the agreement, but the City felt that the verbiage was just not there to allow the City to actually pay for it and still be within the requirements of WA States Auditor's requirements. This led to the time-consuming need to now make yearly amendments to the IA to allow for any payment increases in service fees.

Also of issue is the fact that CIFR currently manages two different International Association of Firefighters (IAFF) union locals; Stanwood City Firefighters (City of Stanwood, 2008) and Camano Island Firefighters (Island County Fire District #1, 2008), which do have verbiage in their collective bargaining agreements that may or may not have affect on any future contracts with the City. Currently proving difficult is the fact that the City's firefighters are still City employees and should be transitioned over to be CIFR employees simply for the ease and

effectiveness of operations. If not appropriately address in the interlocal agreement, problems could ensue. How to accomplish this in a productive and non-confrontational means might be done through the review of the criteria listed in other contracts for services and from lessons learned from past Camano Island Fire and Rescue Interlocal Agreements.

And currently, CIFR is in the process of having to implement the fourth Interlocal Agreement which would allow CIFR to provide part-time firefighters to SFD for current staffing needs. Because of these issues, and pending future interlocal agreements for services, CIFR has opted to acquire criteria needed to develop future interlocal agreements that are more solid in resolve and will mitigate as many unforeseen problems as possible in the future. In a comparative definition of Mutual Aid Agreements and Interlocal Agreements, *The Mutual Aid and Interlocal Agreement Handbook*, states that:

An Interlocal Agreement is specific in perspective and it is more contractual in design.

With an Interlocal Agreement, specific services are agreed upon to be provided under defined conditions. An Interlocal Agreement provides a much clearer understanding of what support may be received during an emergency or disaster, but is less flexible. (p. 2)

Without addressing these issues now, CIFR will certainly invite problems in the future. In the current wake of the need for mutual aid agreements, the benefits of interlocal agreements are becoming an emerging issue for modern fire departments. The problem is associated directly to the United States Fire Administration's (USFA) strategic plan and operational objective number 5e, "appropriately respond in time to emerging issues" (Department of Homeland Security U.S. Fire Administration, 2008, p.II-2). This ARP can be directly related to the National Fire Academy's Executive Development Course, Unit 3, Change Management (Department of Homeland Security U.S. Fire Administration, p.SM 3-1).



## Literature Review

The first step of the literature review was to query what the federal and WA State criteria were for developing service contracts to be documented as interlocal agreements. Although failing to cite any references to applicable federal or state codes, the ARP by Stravino (1994) did list specific parent and child criteria for developing an intergovernmental agreement. Factors, translated to be criteria by the author, were cited and had been gathered by compiling information found from intergovernmental contracts that Stravino had collected. While this author found the contract criteria listed by Stravino (1994) to be dated, it was entered into Table 1 to be used as a comparable to more current data collected by this author.

The Revised Codes of Washington (RCW's) has a complete chapter referring to contracts with other governmental agencies called the Interlocal Cooperation Act (Revised Code of Washington 39.34 [RCW], 1967). Specifically citing contract criteria is a new Washington State House Bill affecting RCW 39.34.030, *Joint powers -- Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies -- Financing of joint projects*. While RCW 39.34.030 specifically has definitive language dealing with mandatory criteria for the design of an interlocal agreement, it is recommended by this author to review the entire Chapter 39.34 RCW for possible relevance in the development of any interlocal agreement.

In instances where the criteria of a contract might include the annexation of a fire district, to include, but not be limited to, the transfer of employees, ownership of assets, outstanding of indebtedness and the public hearing rules pertaining to such, RCW chapter 35.13 is recommended by the author for the development of "child" criteria under a parent title of Annexation or Personnel, as an example. While not dealing directly with contract criteria, it is

important to understand the powers provided by the RCW's to allow fire districts, for which CIFR qualifies as, to enter into a contract. RCW 52.12.031(3) allows CIFR to:

Contract with any governmental entity under chapter 39.34 RCW or private person or entity to consolidate, provide, or cooperate for fire prevention protection, fire suppression, investigation, and emergency medical purposes. In so contracting, the district or governmental entity is deemed for all purposes to be acting within its governmental capacity. This contracting authority includes the furnishing of fire prevention, fire suppression, investigation, emergency medical services, facilities, and equipment to or by the district, governmental entity, or private person or entity; (chap. 52.12.031(3))

In the same light, RCW 52.12.135 allows a fire district to enter into contracts pursuant to RCW chapter 39.34 for the furnishing of ambulance service, pursuant to all applicable laws.

A review of the Code of Federal Regulations (CFR's) failed to produce any federal requirements that could have been considered to be criteria. A specific search for criteria was done online at [www.gpoaccess.gov](http://www.gpoaccess.gov) and produced results leading to *Title 41, Public Contracts and Property Management* (U.S. Code of Federal Regulation, 2008). No legal requirements specific to contract criteria were found to be covered by Title 41, although it is recommended by the author that any agency that specially makes note that all agencies involved in a contract for services comply to applicable Federal law that they review Title 41 for possible effect.

In review of the Washington Administrative Codes, specific criteria for a contract for services were not found, but instead, the author has determined that the WAC's were an essential part of listing the legally required details listed under each of the articles listed in a contract. For example; WAC 296.305.05001 *Emergency fireground operations – Structural*, does not refer to

contract criteria at all, yet several issues listed in the WAC (Washington Administrative Code 296.305.05001 [WAC], 1999, chap. 296.305) may need to be addressed in detail underneath the parent criteria of a contract.

The criteria that departments of similar profiles use for service contracts seem to be applicable to more than just “similar departments.” It should be approached that for Washington State, departments of similar needs or issues would be used as comparables as opposed to the traditional comparison of departments through population, assessed value and budget comparables, which is what was used to decide comparables in CIFR’s contract negotiations(I.C.F.D.#1 CBA, 2008). For departments of any profile, the more universal publication *Contracting for Municipal Services: A handbook for Local Officials* by Meyer & Morgan (1979) was found to be an excellent reference. The components of a successful intergovernmental contract were outlined to be a scope of authority of the agreement, identifying the work to be performed, contract limitations, service charges, financing, administration (to be defined as the administrative person(s) responsible for administering the service), fiscal procedures (pertaining to keeping accurate records and producing regular reports), personnel rights, staffing, property arrangements, duration, termination and amendment (Meyer & Morgan, 1979, chap. 3). Several of these components, or criteria, were also listed in the RCW’s (RCW, 1967). It is important to note that when it comes to the development of contracts, little to no emphasis from the literature reviewed was made on different rules or suggestions for agencies of varying profiles, wherein the author will make the assumption that an agency facing the need to develop a interlocal agreement would, therefore, qualify as a “similar agency” despite varying differences in the profiles.

Further enforcing the need to define the content or criteria of a contract, the self help book by Attorney Mari Ulmer titled *Sign Here: How to Understand any Contract Before you Sign* (Ulmer, 1998, chap. 2) also stresses the need to define and put into place the elements of a contract. Much has been said about defining contract criteria, but this publication goes one step further by defining *why* certain elements are put into a contract, which was found to be an enlightening benefit to this author into understanding and designing any type of contract for service. Also of help for contract design were additional details of the options available for getting out of or terminating a contract. This is useful knowledge when wanting to design contract criteria where you may want to tighten any loopholes that would allow another party to opt out of an agreement. This could be quite costly for a department that had not planned on an early termination, especially when it involves payroll or other shared cost issues.

Agencies who have chosen to adopt portions of or the entire National Fire Codes *Standard for Providing Emergency Services to the Public* (National Fire Protection Association [NFPA], 2004, 1201) need to be certain to review this code while developing contracts for services. It is within this code that specific details are listed which would fall under contract criteria such as service levels, budgets, facilities, records and contract that oversight may come into play. Chapters in NFPA 1201 such as Relations with the Local Government and Master Planning are good check lists for agency leaders working with political entities or figures both with their own department and the agencies mutually involved in a contract for services.

While it is not a fire department oriented contract for services, The City of Stanwood did however, recently renew its Interlocal agreement with the Snohomish County Sheriff's Office (SCSO) for the provision of law enforcement services for the City of Stanwood (2008). While this will be the first time that CIFR will be developing such an agreement, the SCSO has been

providing similar contractual services for many years. Many of the issues that will need to be addressed have already been outlined in parent and child criteria in this agreement, and since history has shown from personal experience that this IA has stood the test of time, it will be critical for the development of a similar contract for CIFR. One issue of particular interest is a reference referring to a building credit for a building owned by the City and occupied by SCSO; an issue that has never been addressed by any previous criteria in CIFR's contracts.

To summarize, in respect to finding any further criteria for developing a services contract in the RCW's and Washington Administrative Codes (WAC's), and CFR's, nothing further was found in the RCW's nor was anything specific to contract criteria found in the State's WAC's or CFR's. The criteria that were found in the independent published works mentioned seemed to also support the RCW's and was found to further support the research data compiled from the Questionnaire and the review of existing interlocal agreements. Understanding the meaning of contracts in general before implementing any contract criteria was also an area of enlightenment.

As for the specific legal requirements, Camano Island Fire and Rescues attorney Rich Davis of Chmelik Sitkin & Davis P.S. addresses the issue well by stating "There are no specifics in the statute for the contents or provisions of such a service contract. The parties have significant latitude in contracting" (R. Davis, personal communication, May 5, 2008).

#### Procedure

To address question one, what are the Federal criteria for service contracts; and two, what are the legal criteria for service contracts in the State of Washington, a literature search was started on December 15<sup>th</sup>, 2007, at the Learning Resource Center (LRC) at the National Fire Academy (NFA) to locate any Executive Fire Officer's (EFO) Applied Research Papers (ARP) that may provide information on the topic. Key words used on a title search included interlocal,

agreements, contracts, criteria, intergovernmental, interagency and services produced only two dated ARP papers, of which neither offered resources for finding both federal and WA State criteria for service contracts. One publication found through this literature search was the publication *Contracting for Municipal Services: A Municipal Handbook*, (Meyer & Morgan, 1979) who's information was covered in the Literature Review.

Question one was further researched by going online to Electronic Code of Federal Regulations at <http://ecfr.gpoaccess.gov> using the key words interlocal, agreements, contracts, criteria, intergovernmental, interagency and services which produced the expected results outlined in the Literature Review. Question two was researched in much the same way, by going online to the Washington State Legislatures website at <http://search.leg.wa.gov/pub/textsearch/default.asp> and searching for relevant laws with the same keywords.

Question three, what criteria do departments of similar profiles use for service contracts, interlocal agreements from Washington State fire departments were gathered from the Municipal Research Services Center's (MRSC) website (Municipal Research Services Center, 1993). Data from the 20 interlocal agreements gathered from the MRSC, as well as three additional agreements sent in by Washington State departments, was researched and the criteria from each agreement was compiled and compared for content (Appendix E).

An article search was done with the following magazines: *Fire Chief*, *Fire Rescue*, *Firehouse*, the *Journal of Emergency Medical Services (JEMS)* and *Emergency Medical Services* with no results specifically related to interlocal agreements or contracts for services criteria found. The same key words were used on the title search which included interlocal, agreements, contracts, criteria, intergovernmental, interagency and services. Several articles were found that

were specific to mutual aid agreements, but none were found to be a good source of data for this paper.

The same key words were used to search the Sno-Isle Public Library System, with the results producing literature used in this paper. Literature from private industry was retrieved and referenced. Also searched were the University of Washington's online libraries, and web search engines Yahoo and Google Scholar without producing applicable results. NFPA's National Fire Code was searched with the same key words and produced relevant literature pertaining to the topic.

Information acquired through literature review was instrumental in developing a Questionnaire designed by this author which led to the development of a draft Interlocal Agreement through active research methodologies (Department of Homeland Security U.S. Fire Administration, 2008, II-2). Further historical research was done by pulling 20 posted Washington State Interlocal Agreements from the website [www.mrsc.org](http://www.mrsc.org) and three additional that were submitted by participants in the Questionnaire. Specific data analysis of these existing service contracts was done to help answer the question of what are the criteria for service contracts for the Camano Island Fire & Rescue FD. The contract criteria was searched for in each IA by hand and then confirmed electronically with the results posted in Table 1 on page 23. Also posted in Table 1 for comparison reasons was the contract criteria listed by Stravino (1994) in his research project, the results for question #9 from the Questionnaire and the criteria being used in CIFR's most current interlocal agreement.

It is to be understood that the criteria compiled by the author for developing a services contract need only be put into effect as seen fit by the agencies developing their own contracts and that it is up to the individual agency to decide the appropriate criteria as it pertains to their

specific contract(s). By gathering a list of criteria with definition (if needed), CIFR will be better informed as to the issues that may need to be addressed for future contracts. During the literature review of other Washington State Interlocal Agreements, it was also noticed that there were several “agency specific” criteria issues that were identified in the agreements but were not found by the author to be worthy criteria to be listed in the development of the contract addressed in this research paper. It was noted however that CIFR should also not overlook any of its own “user specific” criteria that may be needed when the City of Stanwood or future contract are being developed.

For question four, what are the criteria for service contracts for Camano Island Fire & Rescue, the parent criteria of the most current CIFR interlocal agreement was tallied (Island County Fire District #1, 2006) and then compared to the criteria of the other interlocal agreements gathered through postings on the Municipal Services Research Center’s (MSRC) website and those collected through the Questionnaire. The research data from the Questionnaire was acquired through [www.surveymonkey.com](http://www.surveymonkey.com) and compiled specifically to answer question four.

Twenty Washington State interlocal agreements were collected from the Municipal Research Services Center (MRSC) website. It was from these agreements that parent criteria were pulled through literature review to help in the design of a Questionnaire that would be sent out to Washington State fire departments. These IA’s and the subsequent three interlocal agreements that were collected by participants in the Questionnaire helped develop a template for designing contracts for services.

A sample run of the Questionnaire was sent to an NFA Executive Development Class where they were reviewed to confirm that they accurately related to the questions brought forth



by this research paper. Once corrections were made, a website address to the Questionnaire (Appendix B) posted on [www.surveymonkey.com](http://www.surveymonkey.com) was sent out by the author to the Washington Fire Chiefs organization where they, in turn, emailed the Questionnaire to the 560 fire departments listed in their membership (WSAFC, personal communication, May 13<sup>th</sup>, 2008) on the morning of May 16<sup>th</sup>, 2008. The survey was kept open for two weeks where a total of 52 individual departments and one private training company responded. The response from the private training company was not used as part of this research report since it did not meet the requirements for being a participating agency.

This Questionnaire was kept to Washington State participants due to the fact that the contract for services being developed as an action research method revolves primarily around laws specific to Washington State. A small population of departments participated in the survey which was to be expected, since over eighteen thousand (18,000) firefighters are volunteers in Washington State from more than four hundred (400) fire departments (Washington State Firefighters' Association, 2007), and a vast majority of those departments may not be in a position to nor might they qualify for, answering the Questionnaire. The primary reason for the Questionnaire was to be able to have the research questions answered, so anonymity was allowed to acquire as many respondents as possible.

### Terminology

It has been found that several IA's may have listed different terms that have the same meaning; so to review the research questions accurately, some of the terms needed to be defined so that the same meanings could be clear to all. The terms themselves were gathered from Stavino's (1994) ARP, the Questionnaire, Washington State interlocal agreements and CIFR's

most recent IA. The following terminology was defined specific to how it is used in this paper.

Definitions were acquired from Dictionary.com (2008), unless otherwise specified:

*Amendments* – n. 2. A correction or alteration, as in a manuscript; 3. a. The process of formally altering or adding to a document or record. b. A statement of such an alteration or addition.

*Annexations* – noun, 2. the fact of being annexed; Annexed - To incorporate (territory) into an existing political unit such as a country, state, county, or city.

*Arbitration* – n. 1. the hearing and determining of a dispute or the settling of differences between parties by a person or persons chosen or agreed to by them.

*Audits* – n. 1. An examination of records or financial accounts to check their accuracy. 2. An adjustment or correction of accounts. 3. An examined and verified account.

*Binding Effect* - The binding effect of contractual promises - Contractual promises in a contract providing for mutual obligations of both parties are binding (Sarcevic & Volken, 1986, Ch. 9, 305-332).

*Dispute Resolution/litigation* – Litigation – v. to engage in or make the subject of legal proceedings (Webster's II New Riverside Dictionary, 1996, p. 402).

*Duration* – n. 1. the length of time something continues or exists.

*Entire Agreement* - states that the agreement is represented in its entirety and there are no other understandings in effect related to the subject of the agreement (Washington Military Department Emergency Management Division, 2001, p. 14).

*Impact Fees* - a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for

facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee (Revised Code of Washington 82.02.090 [RCW], 1990, 82.02.090).

*Hold Harmless* - the contractor will not hold the jurisdiction liable for damages incurred in the fulfillment of the agreement (Washington Military Department Emergency Management Division, 2001, p. 15).

*Indemnifications* – n. 1. The act of indemnifying. *Indemnify* – verb. 2. to guard or secure against anticipated loss; give security against (future damage or liability).

*Liability* – the responsibility for liabilities is stated.

*Non-Discrimination* – n. fairness in treating people without prejudice.

*Non-Exclusive Agreement* - includes a statement that the agreement is not intended to be exclusive between the jurisdictions and that other agreements can be entered into by the participating parties (Washington Military Department Emergency Management Division, 2001, p. 11).

*Notices* – tr.v. 5. to give or file a notice of: *noticed the court case for next Tuesday*.

*Purpose* – n. 1. the reason for which something exists or is done, made, used, etc. 2. an intended or desired result; end; aim; goal. 4. the subject in hand; the point at issue. 5. practical result, effect, or advantage: to act to good purpose.

*SEPA* – State Environmental Policy Act.

*Severability Clause* - if any portion of the agreement is determined to be invalid, it does not invalidate the other conditions of the agreement (Washington Military Department Emergency Management Division, 2001, p. 14).

*Subcontracting* – To make a subcontract or a subcontract for. *Subcontract* - A contract that assigns some of the obligations of a prior contract to another party.

*Survivability* – n. *Survivable* - adj. 1. able to be survived 2. capable of withstanding attack or countermeasures.

*Subrogation* – n, 1. an equitable doctrine holding that when a third party pays a creditor or obligee the third party succeeds to the creditor's rights against the debtor or obligor also : a doctrine holding that when an insurance company pays an insured's claim of loss due to another's tort the insurer succeeds to the insured's rights (as the right to sue for damages) against the tortfeasor 2 : an act or instance of subrogating <where an insurer has acquired by an assignment or by ~ the right to recover for money J. M. Landers et al.> Subrogation can take place either by operation of law or by contractual agreement.

## Results

For research question 1; what are the Federal criteria for service contracts, definitive answers could be found by searching the online search engine of the National Archives and Records Administration's GPOAccess site. An extensive search of The Code of Federal Regulations (CFR's) came up with only one chapter that addressed the issues at hand, but nothing was found that pertained to or helped with the development of a services contract between CIFR and the City of Stanwood. While specific criteria for CIFR were not found, the question was answered that Federal criteria that pertains specifically to this issue does not exist, therefore it does not need to be addressed in the contract. The only area even of remote association with the topic was the Public Contracts and Property Management title (Public Contracts and Property Management. 41 C.F.R.) that, at best, gave a good background in

provisions relating to public contracts but was strictly citing code on a federal level and it was found not to be of legal consequence to CIFR's draft Interlocal Agreement (Appendix A).

Question two, what are the legal criteria for service contracts in the State of Washington, RCW 39.34.030, *Joint powers -- Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies -- Financing of joint projects*, had specific criteria listed for city and district fire departments looking at developing contract for service agreements such as an Interlocal Agreement (IA). More importantly, and somewhat surprising, was finding a recently passed WA State House bill updating this RCW and holding affirm certain mandatory contract criteria. According to this Bill, agreements involving public agencies shall specify the agreements duration, specific details on any administrative entity that may have been created, its purpose or purposes, financing and budget details and termination processes (Washington State House Bill 2639, 2008). It furthermore goes on to address the fact that all agreements must abide by current law. It was noted in several IA's that a criteria was listed that specifically stated that all parties involved in the IA were also bound to comply with State law.

Further research into the RCW's also discovered a relatively recent change in State law that was put into immediate affect in Appendix A's draft Interlocal Agreement, Article 25 *Recording of an Agreement*. It states in RCW 39.34.040 that any agreements made that are governed by this chapter must be filed with the county auditor. But this more recent change also allows fire departments and cities to post same agreements on a public accessible website as long as it is listed by subject (RCW, 1967, 39.34.040). Neither the City nor the District were aware of this and have now opted to post to their websites.

Question three, what criteria do departments of similar profiles use for service contracts? It should be noted that in both Appendix C and Table 1 that a substantial number of departments

with varying backgrounds and statistics responded to the Questionnaire, which was a critical component for qualifying the results of this paper. Limits as far as department size, response area, call volume etc. only came into play when developing the specific details of contract criteria. Participating agencies (Respondents) of all sizes and responsibilities had value in the final action. And since the primary purpose of this paper is to acquire a legal contract criterion to develop a services contract, all agencies in Washington State that have Interlocal Agreements in place were of value. The specific questions in the Questionnaire referring to details such as department size, response area, call volume, etc. are used when going into the finer details of the contract criteria where issues such as Level of Service and Budget need further definition under the parent criteria and where comparisons may need to be made.

Of the 52 Respondents, only 11 or 21.2% did not have some type of contract for services in effect. In the “Other” category for this question, one agency only listed itself as having a mutual aid agreement; presumably implying that they had no other contracts in place, which would not have an impact on this paper. The total number of agencies with some type of services contract in place is then 41, or 78.8% of the Respondents.

Question nine of the Questionnaire then asked what types of contract criteria are addressed in their current contracts/agreements. Acquisition and comparisons of criteria potentially needed to develop a services contract was pulled from a variety of sources and then compiled into Table 1 for data comparison. The online tallied Questionnaire responses (QR) were downloaded in CSV format and then verified for accuracy by hand and a computer program. The 23 collected interlocal agreements (CIA's) were searched by hand for criteria and the entered into a software program for calculative comparison purposes. Both the Stravino

(1994) ARP and CIFR's latest interlocal agreement were individually tallied and compared criteria-for-criteria.

Table 1:

*Analysis of Contract Criteria*

Criteria	Stravino	QR	CIA	CIFR
Amendments		8	1	
Annexations		0	3	
Audits and/or Inspections	X	2	0	
Services Levels/Area	X	33	20	X
Benefits		4	7	
Binding Effect/Arbitration		0	5	
Building/Apparatus Credit/Charges	X	5	14	
Capital Improvements		0	2	
Collective Bargaining Contracts		5	1	
Compliance with State Law		0	3	
Cost of Services/Budget	X	28	19	X
Definitions		24	5	
Dispute Resolution/ litigation	X	19	11	X
Duration	X	26	1	
Entire Agreement		0	4	X
Extension Provision	X	24	2	
Impact Fees/SEPA Mitigation		2	0	
Indemnifications/Hold Harmless		24	14	X

Table 1: (continued).

*Analysis of Contract Criteria*

Criteria	Stravino	QR	CIA	CIFR
Integrated Document		0	3	
Liability	X	32	6	
Limitations of Services		0	1	
Meetings		0	6	
Modifications		0	9	
N/A		12		
Neutral Authorship		2	0	X
No Benefit to Third Parties		9	3	X
Non-Discrimination		0	1	
Non-Exclusive Agreement		0	3	
Non-Wavier		9	2	X
Notices		11	10	X
Parameters for Adjusting Contract Costs		20	4	
Payment	X	36	20	X
Performance Review		17	2	
Personnel and/or Equipment	X	28	11	
Political Activity		0	1	
Purpose		1	7	
Recording of Agreement	X	9	5	X
Reports		15	4	



Table 1: (continued).

*Analysis of Contract Criteria*

Criteria	Stravino	QR	CIA	CIFR
Services/Contract Oversight	X	23	11	
Severability Clause	X	21	12	X
Length of Contract /Agreement or Terms	X	37	21	X
Subcontracting		3	2	
Survivability		13	1	X
Termination Clause	X	34	12	X

*Note:* QR=Questionnaire responses for 2008, CIA=collected interlocal agreements, CIFR=CIFR's 2007 contract criteria.

Worthy to note is the fact that comparisons of interlocal agreements and the Questionnaire results did pose some difficulties as far as interpreting meanings of some of the interlocal agreement content. For example, some IA's list "Purpose" as a specific criterion; whereas others list the purpose in the introduction, but does not specifically label it as "Purpose." Similarly, it was found during the research that the criteria "Integrated Agreement" was for the most part synonymous with "Entire Agreement" and should not have been considered to be two different types of criteria and was therefore not duplicated in Appendix A, the Draft IA.

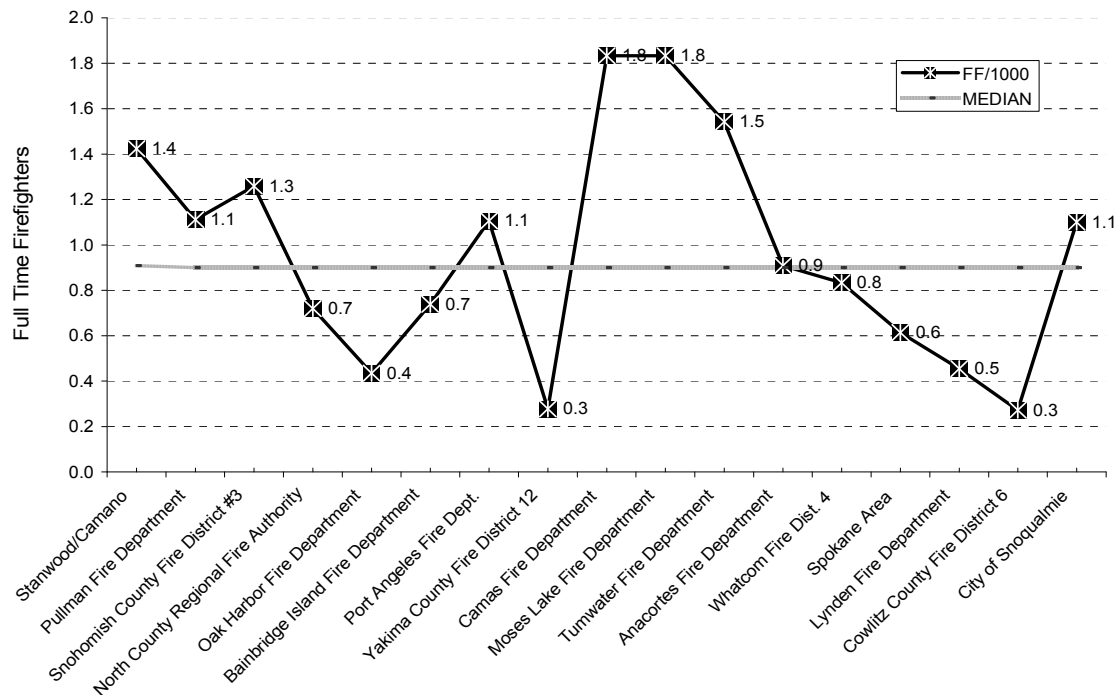
For some of the more detailed issues of the contract criteria, only departments that were from Washington State, similar in population base and that offered a career response level were used for comparisons. Level of Service, specifically staffing levels, was one of the contract criteria areas where specific details needed to be addressed before a services contract between the City and CIFR could be designed. Like departments were asked in the survey to provide the

current population of their agencies' response area and to give the total number of full time employees (FTE's) that were primary first response personnel; i.e. firefighters, paramedics and line officers. With this information, the total number of firefighters per thousand residents of the agencies' response area was calculated and then shown in Figure 1. This type of comparison and staffing level formula is commonly used in the fire service, as also referred to in the Applied Research Paper by Kevin Brame titled *Assessment of Contract Fire Protection Services within the City of Cypress, California* (Brame, 1994, 15).

CIFR now has adequate information to establish a base level of service, which puts CIFR on a better footing of knowing what a typical staffing level is from our comparables based on the results posted in Figure 1. This gives CIFR better background and positioning for the development and credibility of the actions from the research in the development of the draft Interlocal Agreement. With the IA adequately prepared, CIFR is better informed to answer any questions that may arise with the criteria and definitions of service outlined in the draft Interlocal Agreement.

How those FTE's staffed their stations or apparatus was also a concern for the details in a services contract. Of the Respondents, sixteen were deemed by methods stated in the Procedures section of this paper to qualify as comparables. These results are shown in Figure 1, with the current population and FTE totals of the City and District added for comparison.

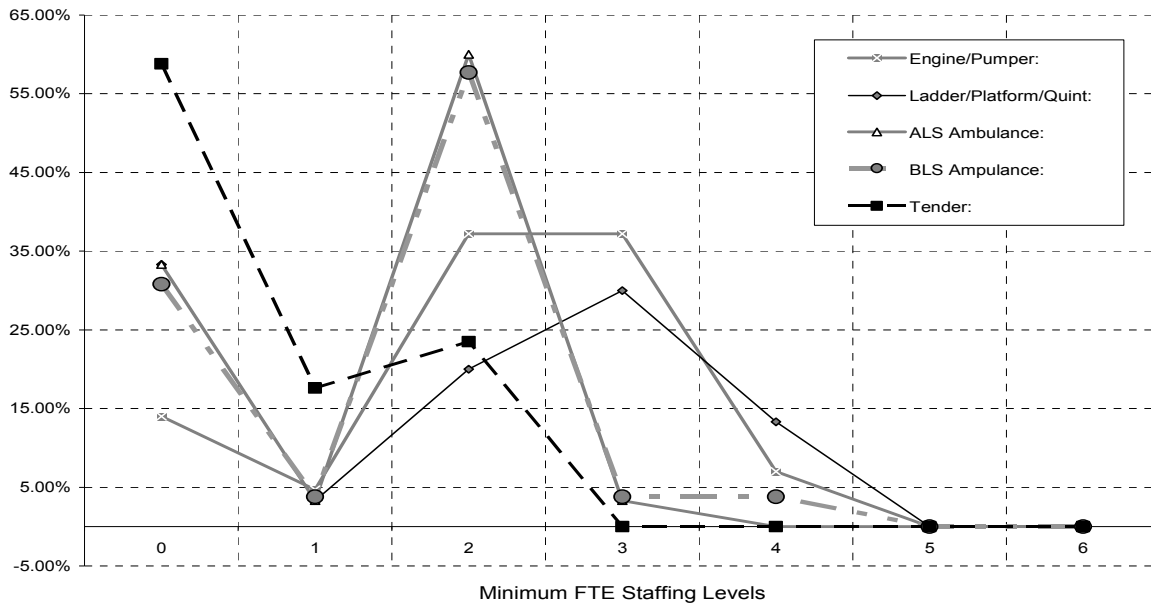
Figure 2: 2008 Career Firefighters/1000 Comparison



*Note:* Figure 1 represents data comparison of the current population of the listed agencies' response' area and shows calculative results of the total number of FTE's per thousand residents of the agencies' listed response area.

Based on the results of the data in Figure 1 and the responses correlated from questions 13 and 14 of the Questionnaire, two different types of staffing options were listed under Article 4.2.1 of the Draft IA in Appendix A. Both options meet the intent of the recommended staffing levels listed in NFPA 1710 (National Fire Protection Association [NFPA], 2004a, 1710) as well as the Washington Administrative Code 296.305.05001 (WAC, 1999, chap. 296.305), while still falling into the Median staffing comparables calculated in Figure 1. Figure 2 shows the staffing levels of other career departments across Washington State, which was also used to evaluate the staffing options listed in Section 5.2.1 of the draft Interlocal Agreement. Only option one (1) or two (2) in sections 5.2.1.1 and 5.2.1.2 will be chosen for the final contract with the City.

Figure 3: 2008 Minimum Staffing Levels for WA State FD's



Note: FTE= Full Time Employee, to be associated with line response personnel such as firefighters, paramedics, line officers, etc. Figure 1 represents data comparison of current minimum staffing levels as reported from the Questionnaire.

The results of question number 18, asking agencies what resources were used in the development of their current service contracts should be noted. While the majority of the agencies, at 59.6% and 57.7% respectively, did use the WAC's and RCW's for contract development, only 55.8% of the responding agencies advised that legal assistance was used in the contract development. For CIFR, all contracts or agreements go through legal counsel before they are put into effect and, unfortunately, the research data was not able to show why some agencies chose not to. Only 9.6% of the agencies used the NFPA as a reference, which is surprising since the *Standard for Providing Emergency Services to the Public (NFPA 1201)* does address several child issues that were useful in the development of the attached draft Interlocal Agreement (NFPA, 2004). Detailed results for question 18 are listed in Appendix D.

And for Question your, what are the criteria for service contracts for the Camano Island Fire & Rescue FD, this question has, in essence, been answered by the production and legal review of the draft Interlocal Agreement between the City of Stanwood and CIFR, which is located in it's entirety in Appendix A of this paper. All of the research data compiled to answer research questions one through three was used to develop the Draft IA, therefore designating the current criteria needed for a services contract between the City of Stanwood and Camano Island Fire and Rescue.

Length of contract or Interlocal Agreement length results from the Questionnaire (Appendix D, question 19) found that a majority of the contracts were relatively short in length in comparison to the potential financial and staffing commitments that may be required of the agency supplying the services. The majority of the Respondents, at 29%, reported that the average length of their contracts was for three years. This, compared with 5.8% and 7.7% for one and two year contracts respectively and 13.5% for the agencies having four to five year contracts. None of the agencies reported having 9 to 10 year contracts, while 7.7% had contracts for greater than ten years. The Draft IA in Appendix A cites a 10 year contract, which showed in the Questionnaire to be the norm of 7.7% of the agencies in the Questionnaire.

### Discussion

Noticeably, with the results from the data collected from the interlocal agreements from other agencies as well as the Questionnaire's results for question 9 "Please select the types of criteria listed below that are addressed in your current contracts/agreements", there were several key criteria points that had not been addressed in any previous CIFR interlocal agreements. When CIFR's IA criteria, listed under "CIFR" in Table 1, were compared to the other agencies primary, there was little doubt that CIFR needed to update its contract criteria and to adopt the

planning and direction of other fire departments as they may pertain to CIFR. Several comparisons can be seen in Table 1 between the study's results (the draft Interlocal Agreement, Appendix A) and the findings of others in the literature review, such as Stravino (1994) and the interlocal agreements from the MRSC (Municipal Research Services Center, 1993).

Level of service, specifically staffing issues, is going to be a sensitive issue with the presentation of the newly drafted Interlocal Agreement. Reviews of IA's collected from other departments as well as the specific questions brought up by the Questionnaire show that the current staffing plan for the City's fire department may be a bit "rich" (Figure 1) when considered next to its comparables and the median showing 0.9 FTE's compared to the combined Stanwood Camano figure of 1.4 FTE's. Also critical in the development of CIFR's IA was the review of the criteria and the verbiage of the interlocal agreements from other fire departments. Although there was some initial confusion as to the meaning of some of the criteria as mentioned earlier, the literature review cleared up any issue.

In response to the differences of what contract criteria was used in an IA, the Draft IA (Appendix A) was sent to CIFR's legal counsel and reviewed to see if these were actual issues that needed to be addressed in future CIFR contracts. Some additions of criteria were made in the Draft IA that can be seen by comparing them to the criteria listed in Table 1, which will address some issues in CIFR's IA's that give the department a more solid format for this and future IA's. This is also true with some of the finer details of CIFR's existing contract criteria, which will also be addressed later.

The legal requirements for criteria to be addressed in contracts for services involving fire departments is very obvious when reviewing the Revised Codes of Washington and relatively easy to address in an interlocal agreement (RCW, 1967, 39.34). Helping to implement the child

or detailed criteria in a contract is the Washington Administrative Codes, which are designed to be administrative regulations, as opposed to the RCW's being State statutes. As for Federal regulations, there was initially some concern that CIFR may have been unknowingly overlooking some Federal mandates or codes that may have pertained to fire departments and IA's, but ended up not being the case. It should be noted that the same may not be applicable for Federal Fire Departments.

### Recommendation

The problem focused on this ARP was that Camano Island fire and Rescue was in a transitional phase of developing a contract for providing total fire and EMS emergency services for the City of Stanwood and had not updated its criteria for designing such a contract nor did CIFR have all of the literature referenced that would be needed to do so. Without proper attention to this issue, CIFR would be at serious risk of developing a plagued IA laden with poor terminology, an inaccurate yearly cost increase formula, as well as excluding key criteria which could end up being extremely costly and time consuming over the course of that contract.

Therefore, it is the recommendation of the author that Camano Island Fire and Rescue:

1. Methodically and with an informed intent identify and update the criteria needed, both in parent and child directory format, for its contract for services for an Interlocal Agreement to Provide Emergency Services to the City of Stanwood.
2. From the criteria identified, develop a detailed, agency specific and legally profound draft Interlocal Agreement (this has been done and is listed in Appendix A) that is developed to mitigate as many future problems or misinterpretations as can be humanly foreseen.
3. Submit the Draft IA to legal counsel for review and possible amendments.

The attached Interlocal Agreement in Appendix A has gone through review by both legal council and CIFR; modifications have been made and CIFR is sitting well informed and prepared for future negotiations and implementations of contracts for services.



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## Appendix A

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made by and between ISLAND COUNTY FIRE PROTECTION DISTRICT #1 (the “District”), a Washington municipal corporation and the City of Stanwood (the “City”), a Washington municipal corporation for the provision of providing fire suppression, fire prevention and education, emergency management, basic and advanced emergency medical services (collectively “Emergency Services”) to the City of Stanwood and its inhabitants.

### I. RECITALS

WHEREAS, this Agreement is entered into by the City under the authority of RCW 35A.11.040, the District under RCW 52.12.031, and in conformity with Chapter 39.34, RCW (the Interlocal Cooperation Act);

WHEREAS, the District and the City are parties to an Interlocal Agreement to provide fire protection and emergency medical services by the District to the City (the “Emergency Services Interlocal”);

WHEREAS, the City desires to obtain emergency services from the District; and,

WHEREAS, the District has a substantially larger staff than the City, and believes that the economics of scale would arise by it serving the City and the District’s service areas would allow it to provide better response capabilities to the City and District, at a cost that is less than or equal to what it is currently costing the City and District to provide an efficient level of service.

WHEREAS, the District and the City desire to set forth the terms and conditions of such relationship.

## II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Term of Agreement. This Agreement shall run from \_\_\_\_\_, 2009 (the “Commencement Date”) through December 31, 2019 (the “Expiration Date”), unless earlier terminated in accordance with the terms and conditions contained herein, and subject to the terms and conditions of Section 1.1, below. For purposes of this Agreement, January 1<sup>st</sup> of each year of this Agreement shall be referred to as the “Anniversary Date.”

- 1.1. The parties agree that eighteen (18) months prior to the Expiration Date, the parties will meet to discuss the renewal of this Agreement. The parties will conduct good-faith conversations to determine if the parties can agree upon mutually acceptable renewal terms. The parties agree that any renewal of this Agreement must be reached on or before December 31, 2019.

- 1.2. No sooner than January, 1, 2017, either party may terminate this Agreement for any reason or no reason by providing the other party with a one (1) year written notice of its intent to terminate. Any termination must occur on the Anniversary Date of this Agreement. By way of example only, in the event that one of the parties determines during calendar year 2009 that it desires to terminate this Agreement, it must provide the other party with notice of its intent to terminate on or before January 1, 2018, for termination to be effective as of December 31, 2018.

1. Services Provided. The following services are to be provided by the District under the terms of this Agreement:

1.1. The District shall provide the following basic services within the City limits of Stanwood:

1.1.1. Fire suppression services

1.1.2. BLS and ALS response and transport

1.1.3. Operational level hazardous materials incident response services

1.1.4. Technical rescue response services to be defined as vehicle, high and low angle and water rescue services

1.1.5. Emergency Management services

1.1.5.1. Disaster response and coordination

1.1.6. The District agrees to furnish the basic services to all properties and persons within the service area. The basic services shall be rendered on the same basis as such services are rendered to other areas within The District or with which The District has contracts, but The District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls within The District and the service area whereby facilities of The District are taxed beyond its ability to render equal protection, the officers and agents of The District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls. The services provided are subject to the operational needs of the District and the City in responding to emergency events and the needs of existing mutual aid agreements.

1.2. Represent the City's interests in local, regional and State meetings and committees, as well as to the City itself.

- 1.3. Will honor all mutual aid agreements signed by the City.
2. Transfer of Assets. The City agrees, after the execution of this agreement, to transfer to the District all of the assets currently owned by the City, with the exception of the fire station owned by the City located at 8117 267<sup>th</sup> St. NW, Stanwood WA, for the amount of \$\_\_\_\_\_, plus interest earnings subject to the following terms and conditions:
  - 2.1. The assets shall be transferred in their present condition with no express or implied warranties by the City of any nature unless the assets are covered by a manufacturer or builder warranty which shall be transferred to the District since the asset transfer results from statutory requirements and does not constitute a sale.
  - 2.2. The assets shall be transferred under the condition that they are to be used for Fire Department services and in the event any asset is not needed by the District, that the proceeds received from the sale of the asset shall be credited to the District to be used for Fire Department purposes.
3. Equipment. During the term of this Agreement, all equipment and apparatus owned by the District and used for the provision of emergency services to the City shall remain the property of the District. All equipment and apparatus owned by the City shall become the property of the District. The District shall be responsible for all equipment costs associated with the equipment and apparatus (including fuel, maintenance and repair costs). The District shall be responsible for routine maintenance as well as all other maintenance and repairs of the District's equipment. The District shall be responsible for maintaining the District's equipment in compliance with all applicable laws, regulations and safety standards.
4. Housing Provided by the City. The City FD shall furnish the District with housing for District personnel and garaging for District equipment provided to the City under this



Agreement. The housing and garaging facilities provided hereunder shall be located at the City Fire Department's fire station located at 8117 267<sup>th</sup> Street NW, Stanwood WA, 98292 (the "City Fire Station") or such other location as the City and the District may agree.

4.1. The facilities provided by the City to the District under Section 4 shall be provided to the District at no cost during the term of this Agreement. During the term of this Agreement, the City shall be responsible for routine facility maintenance of the City's facilities; provided, however, that the District shall be responsible for all repairs and/or maintenance to the City's facilities occasioned by the negligent acts of the District's personnel. Further, the City shall be responsible for maintaining the City's facilities in compliance with applicable safety and/or health regulations (including, without limitation, those promulgated by the Washington Department of Labor and Industries).

5. Level of Service. The District will provide a uniform level of Emergency Services in the City and in the District; to wit, the level of emergency services provided to the City's residents by the District hereunder shall be the same level of service provided by the District to the residents of the District.

5.1. It is the intent of the parties that the District will manage the provision of emergency services in the District and in the City without regard to political boundaries but rather with regard to providing the most efficient and effective EMERGENCY SERVICES for both the City and the District. In addition to the ambulance and personnel to be maintained by the District at the City Fire Station (the "City Unit"), the District intends to maintain an EMERGENCY SERVICES unit on Camano Island (the "Camano Unit"). The District reserves the right to use, in the District's discretion, the City Unit to respond

to emergency calls outside of the City and/or to use the Camano Unit to respond to emergency calls within the City.

5.2. The District shall be responsible for the assignment and stationing of all personnel and equipment of the District. In exercising such authority, the District shall reasonably consult with the City.

5.2.1. The District shall provide to the City:

5.2.1.1.OPTION 1: four (4) Full Time Employees (FTE) twenty-four (24) hours per day, seven (7) days per week, where all will meet the minimum qualifications as set forth in Article 4.2.2 and at least one of said FTE's will have the minimum certification level as "paramedic", as defined in WAC 246.976.010.

5.2.1.1.1. Staffing level minimums shall be two (2) on a fire engine and two (2) on a paramedic ambulance.

5.2.1.2.OPTION 2: three (3) Full Time Employees (FTE) twenty-four (24) hours per day, seven (7) days per week, where all will meet the minimum qualifications as set forth in Article 4.2.2 and at least one of said FTE's will have the minimum certification level as "paramedic", as defined in WAC 246.976.010.

5.2.1.2.1. Staffing level minimums shall be two (2) firefighters and one (1) paramedic. The District shall use the standard "cross staffing" model where a crew of three at the City station will staff the appropriate response apparatus as dispatched and in accordance to District policy, thus allowing the station to respond as a Company, as defined by NFPA 1710, with the ability to perform rescues while engaged in fire suppression, as outlined in WAC 296.305.05001.

5.2.1.2.2. The District's full-time personnel will have a minimum certification level of Firefighter 1 or equivalency and shall be subject to the applicable provisions of the Washington Administrative Code, the Revised Code of Washington, applicable National Fire Protection Association standards and other applicable safety standards. District full-time personnel will have a minimum certification level of Emergency Medical Technician, as defined in WAC 246.976.010, and shall follow the protocols established by the controlling medical program director or their designee.

5.3. The District shall supply a duty officer available to respond twenty-four (24) hours per day, seven (7) days per week when requested.

5.4. The District shall maintain the City's current rating of six (6) with the Washington Survey and Rating Bureau.

5.5. The parties agree that the City shall not create any unfunded mandates for increased service by the District.

6. Payment. For provision of emergency services by the District, the City shall pay to the District a yearly fee as outlined in Addendum A.

6.1. The fees shall be paid monthly upon submission of an invoice by the District. The City shall pay such invoice within fifteen (15) days of submission.

7. Annexations. The City shall keep the District informed of its intent to annex properties in the surrounding Snohomish County District and will involve the District in the process of reviewing applications of properties being considered to be annexed into the City limits.

8. Impact Fees. Where Fire Impact Fees are assessed within the City limits of Stanwood, these assessments shall be done and collected by the District above and beyond the agreed upon yearly fees described in Addendum “A”.
9. Transport Fees. Any ambulance transport fees collected by the District from within the City Limits of Stanwood shall be done and collected by the District above and beyond the agreed upon yearly fees described in Addendum “A”.
10. Districts are Independent Municipal Governments. The parties recognize and agree that the parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Nothing herein shall be construed as creating an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party. Specifically and without limiting the foregoing, the District shall have the sole discretion and the obligation to determine the exact method by which the services are provided.
  - 10.1. At all times during this Agreement, the personnel shall be employees of the District and shall report directly to the District Fire Chief. The District shall be solely responsible for payment of all wages and benefits owed to the part-time personnel.
11. Indemnification. To the extent permitted by law, each party shall save, defend, and hold harmless the other from all claims, demands, damages, fines or attorneys’ fees and costs (collectively, “Liabilities”) to the extent and in proportion that such Liabilities arise from the

negligent or willful acts or omissions of the indemnifying party, its elected officials, employees, agents or contractors.

12. Insurance. Each party shall obtain and maintain at all times hereunder: (i) a commercial general liability insurance policy with a minimum policy limit of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate, auto liability and uninsured motorists/underinsured motorists of one million dollars (\$1,000,000) combined single limit per occurrence; (ii) a minimum umbrella coverage of six million dollars (\$6,000,000) for each occurrence and ten million dollars (\$10,000,000) annual aggregate; and (iii) errors and omissions coverage including employment practices liability of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Each party's policy shall provide that such policy shall not be terminated or reduced without thirty (30) days prior notice to the other party and shall name the other party as an "additional insured". On an annual basis, the parties will meet and review applicable insurance coverage and provide a certificate of insurance to the other party evidencing the aforementioned coverage. Each party shall initially pay their own deductible. However, the responsibility for any deductible shall be apportioned between the parties on the basis of relative liability.
13. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each party hereby waives any right of subrogation against each other for losses covered by insurance. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other (with the policies of insurance required herein containing an

express waiver of any right of subrogation by each insurance company against the non-procuring party, its elected officials, employees, volunteers and/or agents).

14. Breach and Termination for Cause. Notwithstanding Section 1.2 above, the parties agree that either party may terminate this Agreement in the event of the breach of this Agreement by the other party; provided, however, that the non-breaching party shall provide the breaching party with written notice which sets forth the alleged breach(es); provided further, however, that the breaching party fails to cure such alleged breach(es) during the ninety (90) days following receipt of the notice from the non-breaching party (the "Cure Period"). In the event that the breaching party fails to cure such breach during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in Section 14 shall be in addition to the other rights and remedies available to the parties under applicable law.
15. Modification. This agreement represents the entire agreement between the fire departments. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the fire departments unless executed in writing by authorized representatives of each of the fire departments. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the fire departments.
16. Non-Exclusive Agreement. The District, to this agreement, shall not be precluded from entering into similar agreements with other municipal corporations.
17. No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create, or be construed as creating, an exception to the Public Duty Doctrine.

18. Dispute Resolution. The City and the District will work cooperatively to resolve any disputes using the following procedure prior to commencing any legal action:

18.1. Prior to any other action, the City and the District shall meet and attempt to negotiate a resolution to such dispute.

18.2. If the City and the District are unable to resolve the dispute through negotiation, then the parties agree that they shall next submit the dispute to mediation. Either party may commence mediation by providing the other with written notice that it is invoking the mediation provisions of Section 10. In the event that either party invokes mediation, the parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator within ten (10) days after either party determines that the parties are unable to resolve the dispute through negotiation, then the parties shall each select an independent and unbiased mediator who is not affiliated directly or indirectly with any party. The two (2) mediators so selected shall, within ten (10) days, select a third mediator who shall mediate the dispute. The mediation shall be held in Snohomish County, Washington, within thirty (30) days of the appointment of the third mediator. Each party shall bear its own expenses associated with the mediation but shall share equally the costs of the third mediator.

18.3. In the event that the parties to the dispute are unable to resolve said dispute through mediation, then the dispute shall be submitted to binding arbitration as provided herein. Within ten (10) days after the mediation, the parties shall select a panel of three (3) independent and unbiased arbitrators who are not affiliated directly or indirectly with any party. Each party to the dispute shall choose an arbitrator, and the two (2) arbitrators so chosen shall choose the third arbitrator (the "Arbitration Panel"). The

Arbitration Panel shall render its decision no later than sixty (60) days after the appointment of the third arbitrator. If the Arbitration Panel requests a hearing prior to rendering a decision, such hearing shall be held in Snohomish County, Washington, within thirty (30) days of the appointment of the third arbitrator. The Arbitration Panel's decision shall be binding on all parties. Each party shall bear its own expenses associated with the arbitration but shall share equally the costs of the Arbitration Panel. The provision of this Section 10, Chapter 7.04A RCW and Rules 5.2 through 5.4 of the Mandatory Arbitration Rules for Superior Court ("MAR") shall govern the arbitration. In the event of any inconsistencies between this Section 10, Chapter 7.04A RCW and MAR 5.2 through 5.4, the terms of this Section shall take precedence over Chapter 7.04A RCW and MAR 5.32 through 5.4; further, Chapter 7.04A RCW shall take precedence over MAR 5.2 through 5.4.

19. Litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by the other party, and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. Jurisdiction and venue for this Agreement lie exclusively in either Snohomish or Island County, Washington.
20. Service Area Notification. The parties agree to notify one another by telephone, or via SnoPac or ICOM's Communications Center, and in writing in the event either party shall become aware of any changes in the road or street network within the service area, temporary



or permanent closure of any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service area.

21. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The District:                Island County Fire Protection District No. 1  
                                      525 E. North Camano Dr.  
                                      Camano Island, WA 98292

The City:                    City of Stanwood  
                                      City Hall  
                                      10220 270<sup>th</sup> St. NW  
                                      Stanwood, WA 98292

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

22. Survivability. All covenants, agreements, terms and conditions which are not fully performed as of the date of termination shall survive termination as binding obligations.

23. Non-waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
25. Authorship. This Agreement has been negotiated by both parties, each of whom has participated in drafting this Agreement. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
26. Compliance with State Law. The City and the District shall comply with all applicable laws in carrying out the terms of this agreement, including, but not limited to, compliance with the Open Meetings Act.
27. Recording of Agreement. Upon execution by all parties, this Agreement shall be recorded with both the Snohomish and Island County Auditors and/or listed by subject on the District or City's web site or other electronically retrievable public source on the public access pages of websites.

28. Time of Performance. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

29. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the parties subsequent to the date hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF STANWOOD

ISLAND COUNTY FIRE

PROTECTION DISTRICT NO. 1

\_\_\_\_\_

\_\_\_\_\_

Mayor

Commissioner

\_\_\_\_\_

Commissioner

Attest:

\_\_\_\_\_

Commissioner

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Commissioner

Approved as to form:

\_\_\_\_\_

Commissioner

\_\_\_\_\_

City Attorney

DRAFT EMERGENCY SERVICES INTERLOCAL; ADDENDUM “A”

PAYMENT

For the first year of service (2009), the District shall receive \_\_\_\_\_ (\$ \_\_\_\_\_) per year (the “Annual Fee”), minus the Building Credit listed in Addendum “B”, as follows:

The City shall pay to the District a monthly payment of \_\_\_\_\_ (\$ \_\_\_\_\_) within five (5) days of the end of each month.

The parties intend that the amount of the Annual Fee is to reflect the District’s cost of providing Emergency Services to the City. For the consecutive years to follow, the Annual Fee will increase:

Option 1: By the same percentage as agreed to in the District’s Collective Bargaining Agreement (CBA) with IAFF Local 4033. In the event that there is not a current CBA in place, the yearly increase will instead be tied to the average of the CPI-U for Seattle-Tacoma-Bremerton for the six (6) reporting periods during the period of June to June.

Option 2: On a yearly basis, the District will charge to the City an annual fee that is calculated at the same rate of the Fire and EMS Levy fees approved by the District’s Fire Commissioners by resolution for that year. For example, if the levy rate for fire taxes is One Dollar (\$1.00) per thousand dollars of assessed value, the District will charge that same rate to the City’s assessed value for same year. An assessed value of One Billion Dollars (1,000,000,000) at a rate of one dollar (\$1.00) per thousand would equal a rate of one million

dollars for that year. The City’s full value of same year’s Emergency Services Levy will also be added to the District’s yearly fee.

The District shall provide the City with monthly operational and financial reports in the same manner and to the same degree as provided to the District’s Board of Fire Commissioners. In addition, the District shall make all records relating to the Service available for review by the City.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year set forth above.

**CITY OF STANWOOD**

**ISLAND COUNTY FIRE  
PROTECTION DISTRICT NO. 1**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

Approved as to form:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
District Secretary

DRAFT EMERGENCY SERVICES INTERLOCAL; ADDENDUM "B"  
BUILDING CREDIT – STANWOOD FIRE DEPARTMENT FACILITY

Building credit is determined by the following formula:

Approximately square feet of furnished commercial office space;

\$12.00 value per square foot per year\*;

$\$12.00 \times 13,000 = \$156,000$  per year.

\*Fair market value for commercial office space as determined by a survey of Stanwood area real estate companies. At the request of the City or the District, the Building Credit may be renegotiated annually following the first year of this Agreement and may be renegotiated annually for each subsequent year under this Agreement. The parties agree that they shall meet annually in July of each year to negotiate the Building Credit for the following calendar year.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year set forth above.

**CITY OF STANWOOD**

**ISLAND COUNTY FIRE  
PROTECTION DISTRICT NO. 1**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

Approved as to form:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
District Secretary

## Appendix B



Questionnaire

**Darin Reid**

**From:** Darin Reid

**Sent:** Wednesday, May 07, 2008 7:21 PM

**To:** 'Washington Fire Chiefs'

**Subject:** EFO Applied Research Paper Questionnaire

Page 1 of 1

5/7/2008

Greetings,

*WSAFC: Could the following request please be sent out to all WA State fire departments?*

*Thank you.*

I am writing an applied research paper for National Fire Academy's Executive Fire Officer Program. In order to complete this paper, I am surveying as many Washington State fire departments as possible. Please take a few minutes and complete the web-based survey located at this address: [http://www.surveymonkey.com/s.aspx?sm=Hp0UEJ8Zdur8IvV6FQ79bA\\_3d\\_3d](http://www.surveymonkey.com/s.aspx?sm=Hp0UEJ8Zdur8IvV6FQ79bA_3d_3d). You should be able to click on the link and go right to the survey; if not, just copy and paste the URL to your web browser. This Questionnaire should only take 10 – 15 minutes and will close this May 31st.

The Questionnaire is designed to collect criterion used in developing contract for services agreements. Services would be defined as providing or receiving Advanced, Intermediate or Basic Life Support services, suppression services, administrative services, emergency management services, vehicle or station maintenance, etc. If possible, it would be greatly appreciated if you could also send as an attachment the latest copy of any interlocal agreements you may have in place to Darin Reid at [dreid@camanofire.com](mailto:dreid@camanofire.com). Your time for participating in this Questionnaire is greatly appreciated.

Regards,

Darin Reid

*Assistant Fire Chief*

*Stanwood Camano Fire Department*

*[www.camanofire.com](http://www.camanofire.com)*

*Office: (360) 629-2184*

*Fax: (360)629-6377*

*Cell: (425) 508-2104*

## 1. Default Section

The following questionnaire is designed to collect criterion used in developing contract for services agreements. Services would be defined as providing or receiving Advanced, Intermediate or Basic Life Support services, suppression services, administrative services, emergency management services, vehicle or station maintenance, etc. The criterion identified will be used for an applied research paper for the National Fire Academy's Executive Fire Officer Program, for the development of our departments pending interlocal agreements and will primarily be specific to contracts developed for use in Washington State.

If possible, it would be greatly appreciated if you could send as an attachment the latest copy of any interlocal agreements you may have in place to Darin Reid at dreid@camanofire.com.

Your time for participating in this questionnaire is greatly appreciated.

### \* 1. Is your agency located in Washington State?

☐ Yes

☐ No

**2. Please enter as much of the following information as possible. This information will be published in the report as a data reference. If you would rather not have your information published in the report, please state so in Question #20, "Advice/Comments/Lessons learned".**

Name:

Company:

Address:

Address 2:

City/Town:

State:

ZIP:

Email Address:

Phone Number:

### \* 3. What is the population of the service area within your primary response boundaries?

- ☐ Rural: A population less than 9,999, or with a population density of less than one thousand people per square mile.
- ☐ Suburban: A population of 10,000 – 29,999 or any area with a population density of one thousand to two thousand people per square mile.
- ☐ Urban: An incorporated area of 30,000 and over, an incorporated or unincorporated area of at least ten thousand people and a population density over two thousand people per square mile.

**\* 4. Your department is a:**

- ☐ Fire district
- ☐ City fire department
- ☐ Multiple district fire authority
- ☐ Combination city and district fire department/authority
- ☐ Federal fire department
- ☐ EMS-only department
- ☐ Private fire department
- ☐ Other (please specify)

**\* 5. Type of fire department:**

- ☐ Career
- ☐ Combination
- ☐ Volunteer

**6. What is the current rating from the Washington Survey and Rating Bureau for:**Your Agency: Additional agencies covered by agreement: Additional agencies covered by agreement: Additional agencies covered by agreement: Additional agencies covered by agreement: **7. Which of the following types of contract(s) for services applies to your agency?**

- ☐ Receive contracted services.
- ☐ Provide contracted services.
- ☐ Both provide and receive contracted services
- ☐ None, we currently do not have service contracts in effect.
- ☐ Other (please specify)

## EFOP ARP: Establishing the Criteria of a Contract for Services

**\* 8. Do you currently have a contract(s) for any of the following services? (please check all that apply)**

- ☐ N/A
- ☐ For ALS EMS services
- ☐ For BLS EMS services
- ☐ Suppression services
- ☐ Administrative services
- ☐ Emergency management services
- ☐ Vehicle maintenance
- ☐ Facilities maintenance
- ☐ An agreement is in place for total services.
- ☐ Other (please specify)

**\* 9. Please select the types of criteria listed below that are addressed in your current contracts/agreements. Please select criteria list types that most closely match your specific criteria type. Criteria shall be defined as specific articles or sections outlined in a contract/agreement (please check all that apply):**

- ☐ N/A
- ☐ Definitions
- ☐ Base level Services
- ☐ Services/Contract Oversight
- ☐ Personnel and/or Equipment
- ☐ Termination Clause
- ☐ Reports
- ☐ Liability
- ☐ Extension Provision
- ☐ Specified Length of Contract/Agreement
- ☐ Performance Review
- ☐ Collective Bargaining Contracts
- ☐ Cost of Services/Budget
- ☐ Payment
- ☐ Parameters for adjusting costs during contracts/agreements longevity.
- ☐ Duration

## EFOP ARP: Establishing the Criteria of a Contract for Services

- ☐ No Benefit to Third Parties
- ☐ Notices
- ☐ Impact Fees and/or SEPA Mitigation
- ☐ Insurance
- ☐ Indemnifications
- ☐ Audits and/or Inspections
- ☐ Amendments
- ☐ Subcontracting
- ☐ Dispute Resolution/litigation
- ☐ Survivability
- ☐ Non-Wavier
- ☐ Severability Clause
- ☐ Benefits
- ☐ Neutral Authorship
- ☐ Recording of Agreement
- ☐ Building or Apparatus Credit/Charges
- ☐ Other (it is important to list any other criteria not listed above)

**\* 10. If you are contracting out services, please check all of the following that are still owned or managed:**

- ☐ N/A
- ☐ Our department/city still owns all apparatus
- ☐ Our department/city still owns all facilities
- ☐ Our department/city still manages as its employees all response staff
- ☐ Our department/city still manages as its employees all administrative staff
- ☐ Other (please specify)

**EFOP ARP: Establishing the Criteria of a Contract for Services****\* 11. Does your services contract have verbiage that allows for (please check all that apply):**

- ☐ N/A
- ☐ Yearly (or other) cost of living increases tied to a consumer price index (CPI) rate
- ☐ Predetermined and set yearly (or other) cost increases
- ☐ Amendments need to be made to the interlocal agreement for any cost adjustments
- ☐ Nothing in the interlocal agreement addresses this issue
- ☐ Other (please specify)

**\* 12. Which county do you primarily serve? If there are more than one, please list up to three.**
Primary County: 

Second County: 

Third County: 
**13. What, if any, is your 24 hour career staffing level on the following type of apparatus?**

	Minimum Staffing	Maximum Staffing (if applicable)
Engine/Pumper:	<input type="text"/>	<input type="text"/>
Ladder/Platform/Quint:	<input type="text"/>	<input type="text"/>
ALS Ambulance:	<input type="text"/>	<input type="text"/>
BLS Ambulance:	<input type="text"/>	<input type="text"/>
Tender:	<input type="text"/>	<input type="text"/>

**\* 14. Does your agency use cross staffing at your stations?**

- ☐ Yes
- ☐ No
- ☐ N/A

**\* 15. Does your agency staff with 24 hour battalion chiefs on shifts?**

- ☐ Yes
- ☐ No
- ☐ N/A

## EFOP ARP: Establishing the Criteria of a Contract for Services

**16. Please answer the following questions as accurately as possible. Current or "to date" population estimates are needed to calculate current staffing levels.**

Current population of your agency's response area:

Total number of full-time response personnel (i.e. firefighters, paramedics, line officers, etc.):

Total part-time or "paid on-call" members:

Total volunteer members:

**\* 17. Does your services contract(s) have any of the following? (please check all that apply):**

- ☐ N/A
- ☐ A volunteer association's component?
- ☐ A recognized union representation component?
- ☐ None of the above
- ☐ Other (please specify)
- 

**\* 18. Please check any of the following resources that were used in developing the criteria for your service contracts (please check all that apply):**

- ☐ N/A
- ☐ Washington Administrative Code (WAC)
- ☐ Revised Code of Washington (RCW)
- ☐ Code of Federal Regulations (CFR)
- ☐ Legal assistance from attorney office or similar
- ☐ National Fire Protection Agency (NFPA)
- ☐ Municipal Research Services Center of Washington
- ☐ Other federal legal standards
- ☐ Transferred language from another contract
- ☐ Other (please cite)
-

## EFOP ARP: Establishing the Criteria of a Contract for Services

### \* 19. What is your standard contract length?

- ☐ N/A
- ☐ 1 year
- ☐ 2 years
- ☐ 3 years
- ☐ 4 – 5 years
- ☐ 6 – 8 years
- ☐ 9 – 10 years
- ☐ > 10 years
- ☐ Other (please specify)

### 20. Advice/Comments/Lessons learned:



## Appendix C

## Appendix C: Agencies Participating in the Questionnaire


	Name	Department	Address	City/Town	ST	ZIP
1	Bob Burbridge	Mason Fire #4	2970 SE Arcadia Rd	Shelton	WA	98584
2	Gary Baar	Lynden Fire Department	215 Fourth St	Lynden	WA	98264
3	Bobby Williams	Spokane Fire Dept	44 W Riverside	Spokane	WA	99201
4	Greg Wrigh	Olympia Fire Department	100 Eastside St NE	Olympia	WA	98506
5	Andrew McAfee	Riverside Fire & Rescue	4114 56th Ave E	Puyallup	WA	98371
6	Clint Volk	Mason County Fire Dist. #6	50 E. Seattle St.	Union	WA	98592
7	Chief Ken Walkington	Montesano Fire Department	310 E Pioneer Ave	Montesano	WA	98563
8	Christian Davis	North County Regional Fire Authority	19727 Marine Drive	Stanwood	WA	98292
9		Oak Harbor Fire Department		Oak Harbor	WA	98277
10	Gordon Olson	South King County Fire & Rescue	31617 1st Ave. S.	Federal Way	WA	98003
11	Rita Hutcheson	S. E. Thurston Fire & Emergency Services (Yelm & Rainier)	PO Box 777	Yelm	WA	98597
12	Daryl McDaniel	City of Longview WA	740 Commerce Avenue	Longview	WA	98632
13	Randy Wiggins	Grant County Fire District 4	PO Box 368	Warden	WA	98857
14	Mike Heston	Pullman Fire Department	620 S. Grand	Pullman	WA	99163
15	Brad Reading	SCFD#1	12425 Meridian Ave	Everett	WA	98208
16	Stan Loertscher	Mason County Fire District # 13	13375 W Cloquallum Road	Elma	WA	98541
17	T. M. (Tom) Fields	North Whatcom Fire and Rescue	4581 Birch Bay Lynden Rd.	Blaine	WA	98230










18	Skagit Co. FD #13		16846 Chilberg Avenue	LaConner	WA	98257
19	Nathan Craig	Yakima County Fire District 12	10000 Zier Rd	Yakima	WA	98908
20	David Winter	College Place Fire Department	629 S College Ave	College Place	WA	99324
21	Chief Tony Brentin	Woodland Fire Department	P. O. Box 9	Woodland	WA	98674
22	Luke Carpenter	Bainbridge Island Fire Department	8895 Madison Ave	Bainbridge Island	WA	98110
23	Larry Larimer	Camas Fire Department	616 NE 4th Ave., Suite 1	Camas	WA	98607
24	Tom Taylor	Moses Lake Fire Department	701 E. Third Ave.	Moses Lake	WA	98837
25	Bob Rowe	City of Snoqualmie	37600 SE Snoqualmie Pkwy	Snoqualmie	WA	98065
26	Craig Haden	Wilbur Volunteer Fire Department	Box 67	Wilbur	WA	99185
27	Bill Hunter	MCFPD #9	2221 W Skokomish Va Rd	Shelton	WA	98584
28	Richard Paris	Grand Coulee Volunteer Fire Dept.	PO Box 180	Grand Coulee	WA	99133
29	Name and address withheld at departments request					
30	David Byers		5046 Boston Harbor Rd NE	Olympia	WA	98506
31	Gregory M. Dean	Seattle Fire Department	301 - 2nd Avenue South	Seattle	WA	98104
32	Scott Clemenson	Lincoln County Fire District #1	P.O. Box 278	Sprague	WA	99032
33	Richard Curtis	Anacortes Fire Department	1016 13th Street	Anacortes	WA	98221
34	Name and address withheld at departments request					



35	Mike Thompson	Spokane Valley Fire Department	10319 E. Sprague Ave.	Spokane Valley	WA	99206
36	Joan Montegary	Renton Fire & Emergency Services Dept.	1055 S. Grady Way	Renton	WA	98057
37	John Carpenter	Tumwater Fire Department	555 Israel Rd SW	Tumwater	WA	98501
38	Mick McKinley	Bremerton Fire Department	911 Park Avenue	Bremerton	WA	98337
39	Eric Koreis	Cowlitz County Fire District 6	P.O. Box 205	Castle Rock	WA	98611
40	Name and address withheld at departments request					
41	Allison Duke III	Bremerton Fire Department	911 Park Avenue	Bremerton	WA	98337
42	Brian VanCamp	Thurston County Fire Protection District 8	3506 Shincke Rd NE	Olympia	WA	98516
43	Jamie Silva	Snohomish County Fire District #3	163 Village Court	Monroe	WA	98272
44	Mark Correira, AC	Edmonds Fire	121 5th Ave N	Edmonds	WA	98020
45	Ken Dubuc	Port Angeles Fire Dept.	102 East Fifth	Port Angeles	WA	98362
46	Name and address withheld at departments request					
47	Steve Marler	San Juan Dist. #3	1011 Mullis St	Friday Harbor	WA	98250
48	Bob Meyer	City of SeaTac	2929 S. 200th St	SeaTac	WA	98198
49	Rob Gebhart	Chehalis Fire	455 NW Park	Chehalis	WA	98532
50	Gregory L. Garcia	Pasco Fire Department	P.O. Box 293	Pacso	WA	99301
51	Bill McLaughlin	Whatcom Fire Dist. 4	4142 Britton Loop	Bellingham	WA	98226
52	Bill Boyd	B'ham Fire	1800 Broadway	Bellingham	WA	98225

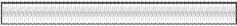




## Appendix D




**EFOP ARP: Establishing the Criteria of a Contract for Services Agreement**






1. Is your agency located in Washington State?			
		Response Percent	Response Count
Yes		100.0%	52
No		0.0%	0
<i>answered question</i>			<b>52</b>
<i>skipped question</i>			<b>0</b>

2. Please enter as much of the following information as possible. This information will be published in the report as a data reference. If you would rather not have your information published in the report, please state so in Question #20, "Advice/Comments/Lessons learned".			
		Response Percent	Response Count
Name:		95.9%	47
Company:		93.9%	46
Address:		98.0%	48
Address 2:		10.2%	5
City/Town:		100.0%	49
State:		98.0%	48
ZIP:		98.0%	48
Email Address:		95.9%	47
Phone Number:		93.9%	46
<i>answered question</i>			<b>49</b>
<i>skipped question</i>			<b>3</b>






3. What is the population of the service area within your primary response boundaries?			Response Percent	Response Count
Rural: A population less than 9,999, or with a population density of less than one thousand people per square mile.			40.4%	21
Suburban: A population of 10,000 – 29,999 or any area with a population density of one thousand to two thousand people per square mile.			32.7%	17
Urban: An incorporated area of 30,000 and over, an incorporated or unincorporated area of at least ten thousand people and a population density over two thousand people per square mile.			26.9%	14
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>











4. Your department is a:			Response Percent	Response Count
Fire district			42.3%	22
<b>City fire department</b>			<b>46.2%</b>	<b>24</b>
Multiple district fire authority			1.9%	1
Combination city and district fire department/authority			7.7%	4
Federal fire department			0.0%	0
EMS-only department			0.0%	0
Private fire department			0.0%	0
Other (please specify)			1.9%	1
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>

5. Type of fire department:				
			Response Percent	Response Count
Career			26.9%	14
Combination			53.8%	28
Volunteer			19.2%	10
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>













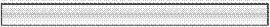










6. What is the current rating from the Washington Survey and Rating Bureau for:				
			Response Percent	Response Count
Your agencies current rating from the Survey and Rating Bureau:			100.0%	50
Additional agencies ratings covered by agreement:			36.0%	18
Additional agencies ratings covered by agreement:			10.0%	5
Additional agencies ratings covered by agreement:			8.0%	4
Additional agencies ratings covered by agreement:			4.0%	2
			<b>answered question</b>	<b>50</b>
			<b>skipped question</b>	<b>2</b>











7. Which of the following types of contract(s) for services applies to your agency?			Response Percent	Response Count
Receive contracted services.			3.8%	2
<b>Provide contracted services.</b>			36.5%	19
Both provide and receive contracted services			30.8%	16
None, we currently do not have service contracts in effect.			21.2%	11
Other (please specify)			7.7%	4
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>

8. Do you currently have a contract(s) for any of the following services? (please check all that apply)			Response Percent	Response Count
N/A			23.1%	12
For ALS EMS services			36.5%	19
<b>For BLS EMS services</b>			38.5%	20
Suppression services			34.6%	18
Administrative services			5.8%	3
Emergency management services			3.8%	2
Vehicle maintenance			15.4%	8
Facilities maintenance			7.7%	4
An agreement is in place for total services.			7.7%	4
Other (please specify)			19.2%	10
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>

9. Please select the types of criteria listed below that are addressed in your current contracts/agreements. Please select criteria list types that most closely match your specific criteria type. Criteria shall be defined as specific articles or sections outlined in a contract/agreement (please check all that apply):

		Response Percent	Response Count
N/A		23.1%	12
Definitions		46.2%	24
Base level Services		59.6%	31
Services/Contract Oversight		44.2%	23
Personnel and/or Equipment		51.9%	27
Termination Clause		63.5%	33
Reports		26.9%	14
Liability		59.6%	31
Extension Provision		46.2%	24
<b>Specified Length of Contract/Agreement</b>		<b>67.3%</b>	<b>35</b>
Performance Review		28.8%	15
Collective Bargaining Contracts		9.6%	5
Cost of Services/Budget		48.1%	25
Payment		65.4%	34
Parameters for adjusting costs during contracts/agreements longevity.		36.5%	19
Duration		46.2%	24
No Benefit to Third Parties		17.3%	9
Notices		21.2%	11
Impact Fees and/or SEPA Mitigation		3.8%	2
Insurance		46.2%	24
Indemnifications		44.2%	23
Audits and/or Inspections		3.8%	2
Amendments		15.4%	8

Subcontracting		5.8%	3
Dispute Resolution/litigation		34.6%	18
Survivability		23.1%	12
Non-Wavier		17.3%	9
Severability Clause		36.5%	19
Benefits		5.8%	3
Neutral Authorship		3.8%	2
Recording of Agreement		15.4%	8
Building or Apparatus Credit/Charges		7.7%	4
Other (it is important to list any other criteria not listed above)		1.9%	1
<b>answered question</b>			<b>52</b>
<b>skipped question</b>			<b>0</b>

10. If you are contracting out services, please check all of the following that are still owned or managed:			
		Response Percent	Response Count
N/A		50.0%	26
Our department/city still owns all apparatus		44.2%	23
Our department/city still owns all facilities		38.5%	20
Our department/city still manages as its employees all response staff		44.2%	23
Our department/city still manages as its employees all administrative staff		44.2%	23
Other (please specify)		5.8%	3
<b>answered question</b>			<b>52</b>
<b>skipped question</b>			<b>0</b>

11. Does your services contract have verbiage that allows for (please check all that apply):			Response Percent	Response Count
N/A	<input checked="" type="checkbox"/>		44.2%	23
Yearly (or other) cost of living increases tied to a consumer price index (CPI) rate	<input checked="" type="checkbox"/>		13.5%	7
Predetermined and set yearly (or other) cost increases	<input checked="" type="checkbox"/>		21.2%	11
Amendments need to be made to the interlocal agreement for any cost adjustments	<input checked="" type="checkbox"/>		13.5%	7
Nothing in the interlocal agreement addresses this issue	<input type="checkbox"/>		5.8%	3
Other (please specify)	<input type="checkbox"/>		1.9%	1
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>

**Response  
Count**

answered question  
skipped question

## 13. What, if any, is your 24 hour career staffing level on the following type of apparatus?

## Minimum Staffing

	0	1	2	3	4	5
Engine/Pumper:	14.6% (6)	4.9% (2)	<b>39.0% (16)</b>	34.1% (14)	7.3% (3)	0.0% (0)
Ladder/Platform/Quint:	<b>35.7% (10)</b>	3.6% (1)	21.4% (6)	25.0% (7)	14.3% (4)	0.0% (0)
ALS Ambulance:	34.5% (10)	3.4% (1)	<b>58.6% (17)</b>	3.4% (1)	0.0% (0)	0.0% (0)
BLS Ampulance:	30.8% (8)	3.8% (1)	<b>57.7% (15)</b>	3.8% (1)	3.8% (1)	0.0% (0)
Tender:	<b>58.8% (10)</b>	17.6% (3)	23.5% (4)	0.0% (0)	0.0% (0)	0.0% (0)




## Maximum Staffing (if applicable)




	0	1	2	3	4	5
Engine/Pumper:	7.7% (2)	3.8% (1)	7.7% (2)	15.4% (4)	<b>53.8% (14)</b>	3.8% (1)
Ladder/Platform/Quint:	7.7% (1)	0.0% (0)	15.4% (2)	7.7% (1)	<b>46.2% (6)</b>	0.0% (0)
ALS Ambulance:	23.1% (3)	7.7% (1)	<b>38.5% (5)</b>	30.8% (4)	0.0% (0)	0.0% (0)
BLS Ampulance:	20.0% (3)	6.7% (1)	13.3% (2)	<b>40.0% (6)</b>	13.3% (2)	6.7% (1)
Tender:	33.3% (3)	0.0% (0)	<b>66.7% (6)</b>	0.0% (0)	0.0% (0)	0.0% (0)

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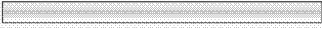







## 14. Does your agency use cross staffing at your stations?

		Response Percent	Response Count
Yes		55.8%	29
No		25.0%	13
N/A		19.2%	10
<b>answered question</b>			<b>52</b>
<b>skipped question</b>			<b>0</b>

15. Does your agency staff with 24 hour battalion chiefs on shifts?			
		Response Percent	Response Count
Yes		32.7%	17
No		55.8%	29
N/A		11.5%	6
<b>answered question</b>			<b>52</b>
<b>skipped question</b>			<b>0</b>









16. Please answer the following questions as accurately as possible. Current or "to date" population estimates are needed to calculate current staffing levels.				
		Response Average	Response Total	Response Count
Current population of your agencies response area:		44522.25	2270635	51
Total number of full-time response personnel (i.e. firefighters, paramedics, line officers, etc.):		59.26	2963	50
Total part-time or "paid on-call" members:		10.81	389	36
Total volunteer members:		18.60	874	47
		answered question		52
		skipped question		0

17. Does your services contract(s) have any of the following? (please check all that apply):			Response Percent	Response Count
N/A			26.9%	14
A volunteer association's component?			7.7%	4
A recognized union representation component?			25.0%	13
<b>None of the above</b>			<b>46.2%</b>	24
Other (please specify)			0.0%	0
			<b>answered question</b>	<b>52</b>
			<b>skipped question</b>	<b>0</b>

18. Please check any of the following resources that were used in developing the criteria for your service contracts (please check all that apply):			Response Percent	Response Count
N/A			26.9%	14
<b>Washington Administrative Code (WAC)</b>			<b>59.6%</b>	31
Revised Code of Washington (RCW)			57.7%	30
Code of Federal Regulations (CFR)			11.5%	6
Legal assistance from attorney office or similar			55.8%	29
National Fire Protection Agency (NFPA)			9.6%	5
Municipal Research Services Center of Washington			9.6%	5
Other federal legal standards			7.7%	4
Transferred language from another contract			17.3%	9
Other (please cite)			7.7%	4
			<b>answered question</b>	<b>52</b>



		<i>skipped question</i>	0
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19. What is your standard contract length?			
		Response Percent	Response Count
N/A		25.0%	13
1 year		5.8%	3
2 years		7.7%	4
<b>3 years</b>		<b>26.9%</b>	14
4 – 5 years		13.5%	7
6 – 8 years		1.9%	1
9 – 10 years		0.0%	0
> 10 years		7.7%	4
Other (please specify)		11.5%	6
<i>answered question</i>			52
<i>skipped question</i>			0

20. Advice/Comments/Lessons learned:		Response Count
		14
<i>answered question</i>		14
<i>skipped question</i>		38

## Appendix E

## Appendix E

The interlocal agreements used to acquire research information used in this paper came from either participants in the Questionnaire or from the Municipal Research Services Centers website at [www.mrsc.org](http://www.mrsc.org) (MRSC) website (Municipal Research Services Center, 1993). The departments involved and the contract year are listed below:

### List of Interlocal Agreements

1. King Co. FD # 2 and 39, *Fire and Emergency Medical Agreement*, 2008
2. King Co. FD # 14 and the City of Bellevue, *Fire Protection Services Agreement*, 1999
3. Clark Co. FD # 2 and the City of Woodland, *Fire and Emergency Medical Agreement*, 2005
4. Whatcom Co. FD # 7 and the City of Ferndale, *Fire Protection Services Agreement*, 1999
5. Snohomish Co. FD # 3 and the City of Monroe, *Fire Protection Services Agreement*, 1994
6. Cowlitz Co. FD# 14 and the City of Kelso, *Fire Prevention, Fire Suppression, Emergency Medical and Hazardous Materials Incident Response Services Agreement*, 1990
7. Kitsap Co. FD # 14 and the City of Port Orchard, *Fire Protection Services Agreement*, 1998
8. Thurston Co. FD and the City of Olympia, *Fire Protection Services Agreement*, 2006

9. Spokane Valley Fire Department, Spokane Co. FD #'s 3, 4, 5, 8, 9 10 and the Cities of Airway Heights, Cheney, Medical Lake and Spokane, *Ground Ambulance Services Agreement*, 2005
10. Skagit Co. FD #'s 13 and the City of Anacortes, *Emergency Medical Agreement*, 2001
11. King Co. FD # 10 and the City of North Bend, *Fire Prevention, Protection, Emergency Medical Care Agreement*, 1994
12. Eastside Fire and Rescue (a joint operation of King Co. FD #'s 10 and 38, King County, and the Cities of Issaquah, North Bend), and the City of Snoqualmie, *Fire and Emergency Medical Services Agreement*, 1999
13. King Co. FD # 34 and the City of Redmond, *Emergency Services Operating Agreement*, 2005
14. Grays Harbor Co. FD # 10 and the City of Aberdeen, *Fire Prevention, Protection, Emergency Medical Care Agreement*, 2005
15. Kitsap Co. FD # 17 and the City of Black Diamond, *Fire Prevention, Education, Suppression and Emergency Medical Care Agreement*, 2002
16. Clark Co. FD # 5 and the City of Vancouver, *Fire Department Services Agreement*, 1998
17. Clark Co. FD # 44 and the City of Black Diamond, *Fire Prevention, and Related Emergency Services Agreement*, 2006
18. Snohomish County and the City of Stanwood, *Law Enforcement Services Agreement*, 2008
19. Island Co. FD # 1 and the City of Stanwood, *Emergency Medical Services Agreement*, 2006

20. Cowlitz Co. Communications Center and the City of Longview, *Operation, Maintenance and Participation in Cowlitz County Communications Center Agreement*, 2002
21. King Co. FD # 2 and King Co. FD # 39, *Fire Prevention, Education, Suppression and Emergency Medical Care Agreement*, 2008
22. City of Bellevue and the Town of Beaux Arts Village, *Fire Protection Services Agreement*, 1998
23. Jefferson Co. FD # 1 and the City of Port Townsend, *Joint Operation of Management and Fire Services Agreement*, 2006