

**COUNCIL OF THE COUNTY OF MAUI**  
**POLICY AND INTERGOVERNMENTAL**  
**AFFAIRS COMMITTEE**

June 3, 2016

**Committee**  
**Report No. \_\_\_\_\_**

Honorable Chair and Members  
of the County Council  
County of Maui  
Wailuku, Maui, Hawaii

Chair and Members:

Your Policy and Intergovernmental Affairs Committee, having met on May 23, 2016, makes reference to County Communication 16-81, from the Fire Chief, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR A JOINT TRAINING AGREEMENT BETWEEN COWLITZ 2 FIRE AND RESCUE OF THE STATE OF WASHINGTON AND THE COUNTY OF MAUI'S DEPARTMENT OF FIRE AND PUBLIC SAFETY."

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the Cowlitz 2 Fire and Rescue Department in Kelso, Washington, to establish a joint training program with the County's Department of Fire and Public Safety.

Your Committee notes Section 2.20.020, Maui County Code, requires the Mayor to transmit a proposed bill to the Council for approval of any intergovernmental agreement that places a financial obligation on the County or one of its departments.

The Assistant Fire Chief stated the agreement allows for the establishment of a joint training program related to the fighting of wildland fires. He said the County is not obligated to participate in the agreement.

The Assistant Fire Chief further stated the agreement will assist the Department's firefighters in becoming certified by the National Wildfire Coordinating Group.

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Your Committee noted concerns about future funding requests relating to the proposed training program.

The Assistant Fire Chief stated the main costs incurred would be travel; however, the Department may have to place a hold on the program for now until it has evaluated its Fiscal Year 2017 Budget.

The Fire Chief anticipates up to six firefighters could receive advanced training in wildland fires. The Assistant Fire Chief said, once certified, the firefighters would be able to instruct other firefighters in the Department in wildland firefighting. Having the Department's certified firefighters train other firefighters would save costs in the future.

Your Committee noted the importance of the training because of the large amount of fallow land in Maui County, soon to be increased because of the stoppage of cane production.

Your Committee requested an annual status report on the activities and expenditures of the joint training program be transmitted to the Council.

Your Committee voted 9-0 to recommend passage of the proposed bill on first reading and filing of the communication. Committee Chair Victorino, Vice-Chair Couch, and members Baisa, Carroll, Cochran, Crivello, Guzman, Hokama, and White vote "aye."

Your Policy and Intergovernmental Affairs Committee RECOMMENDS the following:

1. That Bill \_\_\_\_\_ (2016), attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR A JOINT TRAINING AGREEMENT BETWEEN COWLITZ 2 FIRE AND RESCUE OF THE STATE OF WASHINGTON AND THE

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COUNTY OF MAUI'S DEPARTMENT OF FIRE AND PUBLIC SAFETY," be PASSED ON FIRST READING and be ORDERED TO PRINT; and

2. That County Communication 16-81 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.

  
\_\_\_\_\_  
MICHAEL P. VICTORINO, Chair

pia:cr:16065aa:kcw

ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_ (2016)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT FOR A JOINT TRAINING AGREEMENT BETWEEN COWLITZ 2  
FIRE AND RESCUE OF THE STATE OF WASHINGTON AND THE COUNTY OF  
MAUI'S DEPARTMENT OF FIRE AND PUBLIC SAFETY


BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. Cowlitz 2 Fire and Rescue ("C2FR") and the County of Maui's Department of Fire and Public Safety ("Fire") desire to expand training opportunities by establishing a Joint Training Program. The program is further described in the Joint Training Agreement, attached hereto and made a part hereof as Exhibit "1". Section 2.20.020, Maui County Code ("MCC"), provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Authorization. The Council hereby authorizes the Mayor or his authorized representative to execute the Memorandum of Understanding, all other necessary documents relating to the Memorandum of Understanding, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JEFFREY UEOKA  
Deputy Corporation Counsel  
County of Maui

LF 2015-4168

## JOINT TRAINING AGREEMENT

This Agreement is entered into between COWLITZ 2 FIRE & RESCUE, a Washington State municipal corporation, "C2FR", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, by its DEPARTMENT OF FIRE AND PUBLIC SAFETY, "MAUI."

### RECITALS

1. This agreement is entered into by C2FR under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each party currently maintains and operates its own fire department to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. Both fire departments are located on the Pacific Rim and will likely face similar types of incidents including hazmat, technical rescue, water rescue, multiple patient EMS incidents, earthquake response, severe storms and fighting fires within remote areas.
4. C2FR has the ability to provide MAUI with live fire response and training opportunities including, but not limited to, training obtained by participating in the following types of responses:
  - 4.1. Large incident responses through C2FR's participation in responses under the Washington Fire Resource Mobilization Plan and through C2FR's agreement with the Washington State Department of Natural Resources.
  - 4.2. Incident responses within C2FR's large Wildland Urban Interface areas.
5. MAUI has the ability to provide C2FR with live fire response and training opportunities in limited areas, remote sites and in Wildland Urban Interface areas during winter months when such response and training opportunities are generally unavailable in Washington State.
6. Both fire departments have limited resources and the joint training and response opportunities established in this agreement will be mutually beneficial to each fire department.

### AGREEMENT

In consideration of the mutual promises contained in this Agreement the parties agree as follows:

1. **Joint Training Program.** The Chiefs of C2FR and MAUI shall establish a Joint Training Program designed to provide training and response opportunities for the members of each fire department. Participation in any event shall be voluntary and the decision whether to participate shall be at the sole and absolute discretion of each department. The Program shall include but not be limited to the following areas.
  - 1.1. Participation in live fire responses within each fire department's jurisdiction.

- 1.2. Participation in Washington State Mobilization responses.
- 1.3. Participation in responses under C2FR's agreement with Washington State Department of Natural Resources.
- 1.4. Joint training exercises.
2. **Joint Training Program Costs.** Each department shall be responsible for the costs of its personnel to participate in the Joint Training Program activities, including but not limited to wages and benefits, transportation, lodging, meals, documentation of participation and hours, etc. Costs of Joint Training Program activities not related to personnel or travel costs shall be borne by the department hosting the activity. The parties shall work cooperatively to obtain any available cost reimbursements and, in the event reimbursements are obtained, shall be distributed to the department that incurred the reimbursable cost.
3. **Employment Status.**
  - 3.1. **C2FR Personnel.** C2FR personnel who provide services under this Agreement shall remain personnel of C2FR and shall not be considered personnel of MAUI. C2FR shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. C2FR personnel shall not be entitled to any benefit provided to personnel of MAUI.
  - 3.2. **MAUI Personnel.** MAUI personnel who provide services under this Agreement shall remain personnel of MAUI and shall not be considered personnel of C2FR. MAUI shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. MAUI personnel shall not be entitled to any benefit provided to personnel of C2FR.
4. **Finances.** Each Party shall remain responsible for the financial operation of its own Fire Department and neither party will seek compensation from the other.
5. **Term.** This agreement shall be effective on \_\_\_\_\_, and shall continue until either party shall give to the other 90 days written notice of termination. Either party may terminate this Agreement for any reason whatsoever.
6. **Indemnification and Hold Harmless.** To the extent permitted by law, C2FR agrees to defend, indemnify, and hold harmless Maui and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by C2FR or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement.

To the extent permitted by law, , MAUI agrees to defend, indemnify, and hold harmless C2FR and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully

tortious actions or inactions by MAUI or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement.

These provisions shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under any applicable industrial insurance or workers compensation systems, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

7. **Insurance.** Each of the Districts shall provide insurance coverage for all operations, facilities, equipment and personnel of its Fire Department. Each District shall furnish to the other District appropriate documentation showing that such coverage is in effect.

## 8. Miscellaneous

- 8.1. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

- 8.2. **Equipment Marking.** Each party shall distinctly mark all equipment and personal property used under the terms of this Agreement.

- 8.3. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

- 8.4. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

- 8.5. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

- 8.6. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

- 8.7. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

**8.8. Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**8.9. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

**8.10. Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

**COWLITZ 2 FIRE & RESCUE**

**COUNTY OF MAUI DEPARTMENT  
OF FIRE AND PUBLIC SAFETY**

By: David J. LaFave

By: \_\_\_\_\_

Print Name: David J. LaFave  
Its Fire Chief

Print Name: \_\_\_\_\_  
Its \_\_\_\_\_

DATE: 6/02/15

DATE: \_\_\_\_\_

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

(360) 578-5218 (telephone)  
(340) 578-5220 (facsimile)

\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)