

FIRE AND EMERGENCY SERVICES OPERATING AGREEMENT  
BETWEEN  
THE RENTON REGIONAL FIRE AUTHORITY AND KING COUNTY FIRE PROTECTION  
DISTRICT #40

I. Parties

The parties to this agreement are the Renton Regional Fire Authority, a State of Washington Municipal Corporation, referred to herein as the RRFA, and King County Fire Protection District #40, a State of Washington Municipal Corporation, referred to herein as the District.

II. Purpose

Both Parties are authorized under the provisions of Chapter 39.34, RCW 52.26.090, 52.12.031(3) and 35.21.930 to contract with each other to establish fire prevention, education, suppression, emergency and non-emergency medical services for the citizens within their respective boundaries. The purpose of this agreement is to set out terms of such service. Both parties desire to maintain the service within their respective boundaries in the entire service area, and believe that this will be most effectively furnished by establishing services on a contractual basis in the manner provided herein.

III. Services and Payment

- A. Level of Service. The level of service shall be based on the Facilities, Equipment and Staffing Levels set forth in Attachment A. In preparing the budget for the service level set forth in Attachment A, the RRFA shall prepare or revise the budget for the District's review, and shall identify incidents and responses in the service area, report on accomplishments, outlining the prospective work plan initiatives and summarizing departmental budget and staff resources. Fire services capital needs will be included as appropriate.
- B. Services Provided. The RRFA agrees to provide to the residents of District 40 the level of fire and emergency services at the levels established in Attachment A. The District agrees to pay the costs of this level of service in two equal semi-annual payments made in May and November, with the payment amount to be adjusted annually based on the adoption of the RRFA budget in accordance with the level of services established in Attachment A.
- C. Cost of Services. Costs of Services are set forth are established in Attachment A.
- D. Effect of Annexation. There is the possibility that over a period of time portions of the District will be annexed by the City of Renton. In that event the annexed areas will become part of the RRFA. It is the objective of the District that its residents continue to receive a level of fire and emergency medical services at least at the level provided by the RRFA. The parties agree to work cooperatively with each other and the City of Renton to maintain the level of services in those areas of the District that are not annexed into the City. The District and the RRFA shall work with the City of Renton to insure that any asset transfers required under RCW 35A.14.380 or .400 shall transfer to the RRFA to enable the RRFA to continue

serving the annexed areas. In the event of annexation of over one percent of the assessed value of the District by the City of Renton "Annexation Area" the annual Cost of Services shall be reduced by the amount of property tax and benefit charge revenues the RRFA receives in the year of service from the Annexation Area. The Parties agree that the level of service enumerated in Attachment A will not change by virtue of any future annexation.

#### IV. Administration

The RRFA Fire Chief shall be an employee of the RRFA under the direction of the RRFA Governing Board. It is understood that the authority to hire, discipline, commend, or terminate the Fire Chief rests with the RRFA Governing Board. The District agrees that the RRFA Fire Chief shall be the Fire Chief of the District.

The administration of this agreement is viewed as a partnership between the two governments, and regular dialogue between the parties is encouraged in keeping with section V.B, Meetings. The intent of this section is to create an open environment to discuss the operation of the agreement and any suggested modifications or improvements. Because the RRFA Fire Chief is the primary contact and administrator of services provided to the District, it is in the interest of both parties to allow input into decisions that will affect the administration of the agreement. Any input provided by the District Commissioners may be used in making decisions.

The RRFA Governing Board shall include the District Commissioners, to the extent possible, in the interview process for hiring a new Fire Chief. The District Commissioners shall be notified of significant decisions regarding the hiring or termination of the RRFA Fire Chief prior to the information becoming public.

#### V. Contract Administration

A. General. The parties mutually agree:

- 1) To execute all documents necessary to give effect to this agreement.
- 2) The RRFA shall exercise discretion and determination over the quality and quantity of supplies, vehicles, equipment, materials, or character of work performed in the construction, alteration, or repair of any fire service facilities.
- 3) Administration of this agreement shall be the responsibility of the RRFA Fire Chief, under the policies of the governing bodies of the parties to this contract. The RRFA Fire Chief shall implement this agreement to its fullest extent in order to provide the services identified herein.

B. Meetings. The Chair of the RRFA Governing Board and the RRFA Fire Chief shall meet with the District Commissioners no less than annually as part of the District's regular meetings to ensure that this agreement is being administered in the best interest of both parties and consistent with Attachment A. The RRFA Fire Chief or designee will regularly attend monthly meetings of the District's Board of Commissioners.

- C. Modifications. No modification or amendment to this agreement shall be valid unless evidenced in writing, properly agreed to, and signed by both parties. During the term of this agreement, either party may request in writing to renegotiate specific provisions of the agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate such provisions in good faith.

In this regard, the parties acknowledge that there may be actions by others that could impact the delivery of emergency services. Such actions may be annexations, incorporations, tax reform, and new government(s) being formed. It is therefore in the best interest of both parties to fully examine these types of actions and jointly take steps to mitigate or eliminate any negative effects of such actions. To that end it shall be a requirement of the parties to meet and discuss potential actions that could adversely affect either party and if such action(s) are taken by a third party, it shall be mandatory for the parties to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

A request made under the provisions of this paragraph shall not be considered a notice of intent to terminate the agreement.

D. Dispute Resolution.

- 1) Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party.
- 2) Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.
- 3) Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.
- 4) Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each party shall bear its own costs and expenses.

- 5) Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.
  - 6) Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party. This paragraph, however, shall be subject to the Public Records Act, RCW 42.56.
  - 7) Reservation of Rights. In the event that the parties are unable to resolve the dispute through the dispute resolution process established in this paragraph, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.
- E. Term of Agreement. The term of this agreement shall commence March 1, 2008 and shall end on December 31, 2028. The terms and conditions of this agreement shall be fully renegotiated, and endeavor to reach agreement regarding renewal or replacement of the agreement, at least two (2) years prior to the expiration date, unless this agreement is previously terminated as provided in Section F, below.
- F. Early Termination. This agreement may be terminated prior to December 31, 2028 by either party, in accordance with the following procedure. The termination date shall be on the December 31<sup>st</sup> that is at least 36 months following the date of the notice of termination.

## VI. Assets

- A. Assets include all real property and improvements thereto, apparatus, equipment, computer software and rights to technology applications, and leases that are normally maintained or utilized in the facilities located in each jurisdiction.
- B. All District assets used throughout the service area shall be titled in the District, subject to future asset transfer agreements that may be made between the RRFA and the District. All RRFA Fire & Emergency Services Department assets used throughout the service area shall be titled in the RRFA. Use of equipment and/or property shall not affect ownership.
- C. It is the intent of this agreement that all such facilities, properties, and equipment of the District shall be used for the purpose of this agreement by the RRFA and shall be maintained

and insured by the RRFA on substantially the same basis as other property owned and maintained by the RRFA.

- D. The RRFA shall furnish all required fuel, lubricants, normal service, minor and moderate repair and parts necessary for the proper operation of District equipment used to perform the services to be provided by the RRFA under this agreement. It is recognized that the vehicles will be used periodically in the RRFA, which is the basis for the RRFA handling moderate repairs.
- E. The District shall be responsible to fund all major capital repairs as a result of normal wear to its station facilities, such as a roof or heating systems replacement. A major capital repair shall be any single repair that results from normal wear to facilities and costs at least \$6,000. Major capital repair costs will be adjusted annually based on changes in the Seattle-Tacoma-Bellevue Area CPI-U, measured from June to June, and will be in effect for the following year. A major capital repair does not include major repairs as a result of accidents and damages typically covered by insurance. However, the proceeds of insurance shall be used to repair said asset. In the event of an emergent non-insurable capital repair, the parties will negotiate to determine the responsibility for payment for repair.
- F. The District shall be responsible to fund all major capital repair and replacement of its vehicles and equipment. A major vehicle or equipment repair shall be any single repair that results from normal wear to capital related vehicles or equipment and costs at least \$3,000. Major vehicle or equipment repair costs will be adjusted annually based on changes in the Seattle-Tacoma-Bellevue Area CPI-U, measured from June to June, and will be in effect for the following year. A major vehicle or equipment repair does not include major repairs as a result of accidents and damages typically covered by insurance. However, the proceeds of insurance shall be used to repair said asset. In the event of an emergent non-insurable capital repair, the parties will negotiate to determine the responsibility for payment for repair.
- G. All proceeds from sale, lease or rental of surplus real property and improvements thereon shall be paid to the jurisdiction which owns the real property.

## VII. District Budget

In a separate budget, the District shall provide for payment of salaries and expenses of the commissioners, the cost of state audits, elections, insurance premiums, capital expenses not covered per the agreement with the RRFA, pension and medical benefits and expenses for former District employees, and other expenses peculiar to the District as a separate legal entity. These expenses shall be paid for out of District revenues and shall not be considered part of this Agreement. Said expenses may include, but are not limited to legal expenses specifically incurred by the district and the administration and appeals of benefit charge collections.

General Obligation Bonds. Each party shall be responsible for payment of any general obligation bonds it issues or has issued for acquisition of equipment, real property, and improvements for the benefit of fire and emergency services.

## VIII. Capital Improvements

Decisions regarding capital improvements shall remain under the authority of each jurisdiction. Where a capital improvement is anticipated that will affect the other party to the Agreement, the RRFA or District will provide adequate notice to the other to allow the continued effective operation of fire and emergency services within the service area.

## IX. Insurance

The District shall maintain comprehensive general liability, errors and omissions, and automobile insurance and shall name the RRFA as an additional insured party. The RRFA shall maintain liability, property, automobile and casualty insurance on all personnel, facilities, apparatus, vehicles, and other assets. Each party shall provide proof of insurance to the other party when requested. Both parties will coordinate insurance coverage to the extent possible to save costs and reduce coverage disputes.

The RRFA shall provide property coverage to insure the replacement costs of all Fire District 40 buildings and equipment used by the RRFA on behalf of Fire District 40. Fire District 40 shall be named a loss payee on all RRFA insurance policies for claims involving Fire District 40 buildings and equipment.

## X. Severability

If any provisions of this agreement or its application are held invalid, the remainder shall not be affected.

## XI. Notices

All notices provided for in this agreement shall be in writing, signed by an authorized official, and sent either by registered or certified mail, return receipt requested.

A. Notice to the RRFA shall be sent as follows:

Renton Regional Fire Authority  
Attn: Fire Chief  
1055 South Grady Way  
Renton, WA 98057

B. Notice to Fire District 40 shall be sent as follows:

King County Fire District 40  
Attn: Chairperson  
18002 108<sup>th</sup> Avenue SE  
Renton, WA 98055

## XII. Enforcement

Should either party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees. No action shall be commenced prior to completion of the dispute resolution process set forth in forth section V above. Any such action shall be brought in the Kent Division of King County Superior Court.

### XIII. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. 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 will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

### XIV. Indemnification

- A. The District shall indemnify and hold harmless the RRFA and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the District, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the RRFA, the District shall defend the same at its sole cost and expense, provided that the RRFA retains the right to participate in said suit if any principal of governmental authority is involved, and if final judgment be rendered against the RRFA and its officers, agents, and employees, or any of them, or jointly against the RRFA and District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.
- B. The RRFA shall indemnify and hold harmless the District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the RRFA, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the RRFA shall defend the same at its sole cost and expense, provided that the District retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the District and its officers, agents, employees, or any of them, or jointly against the RRFA and District and their respective officers, agents, and employees or any of them, the RRFA shall satisfy the same.
- C. The RRFA and the District acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the RRFA, its agents, employees, and/or officers and the District, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers. The parties hereto have

expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit or cause of action by one party's employee(s) against the other party.

D. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

Dated this 15<sup>th</sup> day of January, ~~2017~~ 2018 *SP*

**RFA:**

**DISTRICT:**

Renton Regional Fire Authority:

King County Fire Protection District No. 40:

By: 

By: 

Print Name: Rick Marshall

Print Name: STEVEN W. PARSONT

Its \_\_\_\_\_

Its \_\_\_\_\_

DATE: 2/12/18

DATE: 2/5/18



**Attachment A**

**Costs of Service for Fire and Emergency Services Operating Agreement  
Between  
Renton Regional Fire Authority and King County Fire Protection District #40**

Costs of service for this contract are based on the historical cost model as set forth in the City of Renton and King County Fire Protection District #40 Attachment A as adjusted for 3-person staffing. For ease of reference the attached spreadsheet identifies the calculation of the cost under the historical cost model that the parties agree can be updated on an annual basis to establish the cost for future contracts.

FINAL

Position	2017 Actual Contract Cost					2018 Proposed Contract Cost				
	Units	Pay	Ben	Pay & Ben	% Chg	Units	Pay	Ben	Pay & Ben	% Chg
Ben Chief's	2.0	33,946	77,710	410,296	0.9%	2.0	307,873	83,511	391,384	-1.7%
Captains	2.0	310,985	71,062	381,648	7.1%	2.0	280,213	77,208	357,421	-3.9%
Lieutenants	6.0	815,962	204,387	1,020,948	6.0%	6.0	730,932	237,945	968,877	-4.0%
Firefighters	18.0	1,945,427	575,825	2,520,512	4.9%	14.0	1,364,535	493,248	1,857,783	-23.7%
Subtotal Pay & Ben	28.0	3,404,120	989,244	4,393,364	4.9%	24.0	2,683,653	887,883	3,571,536	-19.2%
Chg Charge (see table below for detail)				581,987	4.4%				769,992	105%
Dept Ovt. Admin & Support Personnel Cost, ramp up over 4 years	13.4%			781,035	1.3%				1,017,257	40%
Dept Ovt. Non-personnel items	13.5%			781,035						
CAN Overhead Rate	0.0%			-	-100%				-	-100%
Subtotal Non-personnel Cost	28.9%			1,562,070	1.0%				1,787,259	44%
Grand Total Maintenance of Service				5,955,434	0%				5,358,794	-7%
Less: New Life/Aquarium Association	-3.9%			(722,445)	0%				(209,682)	-2%
Gain/loss attributed to circled/boxed position on 7/2/17	-1.2%			(109,543)	0%				(97,870)	-2%
Parsons Wards	-1.3%			(74,345)	0%				(71,073)	-2%
Credit for Amended Option				(168,875)						
Net Overhead Estimate	-7.0%			5,115,488	2%				4,886,688	-2%
Less: DMS Levy				(208,120)	2%				(221,803)	3%
Contract Estimate				4,907,368	3%				4,717,009	-2%
				125.13%	3%				140.461%	-3%

OH Calculation	2017 Proposed					2018 Proposed				
	Pay	Benefit	P+B	% of Payroll		Pay	Benefit	P+B	% of Payroll	
<b>Allocated Portion of Board/Committee Cost</b>										
Response City/Fire Supervisor Personnel ex. Training/Safety	18,017,280	5,434,552	23,451,832		15,820,250	5,495,357	21,315,714	79.8%		
Governing Board					28,920		2,219	31,139	0.1%	
Administration										
Overtime	5,021,768	1,061,928	6,083,696	2.9%	1,865,178	124,584	1,989,772	6.9%		
Chief/BOC (3)					575,227	137,594	712,821	2.9%		
IF A DIRECTOR OF ADMINISTRATION					152,864	57,946	210,810	0.7%		
Admin Asst's (incl 5 AA/OA staff)	374,125	152,320	526,445	2.4%	21,834	104,481	130,325	0.5%		
Public Relations, Database Technicians, Fin Asst (7/1/17 the date)	1,02,345	67,404	169,749	0.7%	159,183	84,658	242,839	0.8%		
Phone	124,032	74,408	198,441	0.8%	211,729	121,900	332,629	1.2%		
HR	1,24,032	74,408	198,441	0.8%	82,881	34,799	117,680	0.4%		
Safety/Training/Utilities (Capex/Lease/FFI) - 75% in 2017	8,23,446	214,211	1,037,657	4.4%	922,930	234,921	1,157,851	4.1%		
Planning (LCapex/Lease) - 75% in 2017	4,27,147	118,933	546,080	2.3%	369,463	83,650	452,113	1.6%		
Health Benefits (L Cap) - 75% in 2017	1,331,293	379,331	1,710,624	7.4%	1,341,333	42,331	1,383,664	5.0%		
Emergency Services					539,896	233,943	773,839	2.8%		
Haz Mat (1 Unit) - Not charged										
Fire Prev./Risk Inspection/Reviews, BITE) - Not charged										
Emergency Management - Not charged										
Department Admin & Support Personnel Cost as % of Supervisor Personnel Cost:	22,448,008	6,788,746	29,236,754	20.4%	21,689,838	7,374,602	29,064,440	20.3%		
Total Department Personnel Cost	21,468,008	6,788,746	28,256,754		21,689,838	7,374,602	29,064,440			
Non-S Life Term										
LA Service Agreement Costs										
11/92										
Communications/93										
Fire/95 (Direct, M&O only)										
Insurance/96										
Facilities/97										
CAN CH/Rate/Rate/Outside IOC/Lease/market/Lease/Lease										
Net Overhead Estimate										
Total Proposed OH Est. - with adjustment for effect costs										