

## COLLABORATIVE SERVICES AGREEMENT

This Agreement is entered into between THE PUGET SOUND REGIONAL FIRE AUTHORITY (formerly Kent Fire Department Regional Fire Authority), a municipal corporation, hereafter referred to as "PSRFA", and THE RENTON REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RRFA."

### RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; **and, supersedes the previous Collaborative Services Agreement signed on July 27, 2016.**
2. Each RFA currently maintains and operates its own fire based operations to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is recognized that the RRFA and PSRFA have personnel that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the personnel to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level of service and care provided to the citizens of both RFAs;
4. The RFAs desire to provide fire and emergency medical services at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
5. The parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining or enhancing the service levels established by the governing body of each party;
6. The parties have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding;

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the parties as follows:

#### 1. Scope of Agreement

- 1.1. The scope of this Agreement includes fire and emergency medical services and intentionally allows for collaboration in the delivery of such services, through collaborative projects, programs, using combined resources and personnel. (collectively referred to as "Collaborative Activities")
- 1.2. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.
- 1.3. The Chiefs of the PSRFA and the RRFA shall determine, identify and implement Collaborative Activities under this Agreement by identifying the scope of the Collaborative Activity and the budgetary needs of the Collaborative Activity in the form of a Collaborative Activities Exhibit

to this Agreement. Following approval of a Collaborative Activities Exhibit by the Fire Chiefs, such Exhibit shall be submitted for approval to the Governing Board of the PSRFA and the RRFA. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon approval by the PSRFA and the RRFA and each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2.

1.4. The initial Collaborative Activities Exhibits to this Agreement are:

1.4.1. Exhibit A – Benefit Charge Management

1.4.2. Exhibit B—FD CARES Services

1.5. Both RFAs shall maintain a duplicate original of this Agreement with all current and future Collaborative Activities Exhibits attached.

2. **Term.** This Agreement and Collaborative Activities Exhibits shall be effective on execution by both RFAs and shall continue until either party shall give to the other 30 days written notice of termination of the Agreement or an individual Collaborative Activities Exhibits.

3. **Employment Status.**

3.1. **PSRFA Personnel.** PSRFA personnel who provide services under this Agreement shall remain personnel of PSRFA and shall not be considered personnel of RRFA. PSRFA 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. PSRFA personnel shall not be entitled to any benefit provided to personnel of RRFA.

3.2. **RRFA Personnel.** RRFA personnel who provide services under this Agreement shall remain personnel of RRFA and shall not be considered personnel of PSRFA. RRFA 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. RRFA personnel shall not be entitled to any benefit provided to personnel of PSRFA.

4. **Finances.** Each RFA shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and benefit charge. The parties recognize that each party will be contributing a similar amount of resources to the identified Collaborative Activities and neither party will seek additional compensation from the other unless such additional compensation is specifically identified in a Collaborative Activities Exhibit.

5. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party 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 the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision 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 industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

**6. Insurance.** Each of the RFAs shall provide insurance coverage for all operations, facilities, equipment and personnel of its Fire Authority. Each RFA shall furnish to the other RFA appropriate documentation showing that such coverage is in effect.

**7. Dispute Resolution.**

7.1. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

7.2. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

7.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

7.4. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

7.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

**8. Miscellaneous:**

**8.1. Administration.** This Agreement shall be administered by the PSRFA Assessment & Planning Chief or designee and the RRFA Fire Chief or Designee.

**8.2. Property Ownership.** This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. 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.

**8.3. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

**8.4. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

**8.5. Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

**8.6. 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.

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

**8.8. Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.

**KENT FIRE DEPARTMENT  
REGIONAL FIRE AUTHORITY**

**RENTON REGIONAL FIRE  
AUTHORITY**

By: \_\_\_\_\_  
Jim Schneider, Fire Chief

By: \_\_\_\_\_  
Rick Marshall, Fire Chief

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

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

**NOTICES TO BE SENT TO:**

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## COLLABORATIVE ACTIVITIES

### EXHIBIT A

#### BENEFIT CHARGE SERVICES

1. **Services.** The PSRFA shall provide the RRFA with the following services:
  - 1.1. Day to day support for RRFA's designated Benefit Charge Employee including providing assistance with managing, updating and maintaining the operability of RRFA benefit charge data management and related software updates and data connections.
  - 1.2. The PSRFA will also provide services as identified in Exhibit B to the RRFA.
  - 1.3. The PSRFA will license use of the PSRFA's BENEFIT CHARGE database structure and associated software along with any future upgrades at no charge for as long as this agreement remains in effect.
2. **RRFA Obligations.**
  - 2.1. RRFA shall designate and retain one full time employee to receive training and be responsible for; managing the RRFA's Benefit Charge data in terms of defining parcels and structures to be assessed the Benefit Charge within its jurisdiction and providing customer service support during the Benefit Charge appeal period.
  - 2.2. The RRFA shall be solely responsible for the costs of all hardware, software, postage and printing costs necessary to operate its Benefit Charge system and assessments. The RRFA will provide advice and assistance to insure that the hardware and software used by the RRFA is compatible with the PSRFA's Information Technology Department's requirements for the Benefit Charge database to be utilized by the RRFA.
3. **Consideration.** This Agreement is entered into for the mutual benefit of the PSRFA and RRFA as the parties explore the possibility of additional services consolidations. The RRFA recognizes that the RRFA Benefit Charge employee may occasionally provide direct support and services to the PSRFA relative to learning and maintaining the Benefit Charge database and processes. Commitment of the RRFA Benefit Charge employee is limited to that work related to learning the functionality of the PSRFA system so as to become proficient and knowledgeable enough to fulfill RRFA's obligation outlined in section 2.
4. **Term.** This Collaborative Activities Exhibit shall be effective on execution by both RFAs and shall continue until July 31, 2017. The parties specifically agree that this Collaborative Activities Exhibit may be terminated by either party with six months advance notice and such notice period shall prevail over the notice period set forth in Section 2 of the Agreement.
5. **Benefit Charge Services Compensation.** The RRFA shall compensate the PSRFA for Benefit Charge services at annual rate of \$0.46 per land parcel assessed the Benefit Charge by RRFA. The PSRFA shall invoice the RRFA for 50% of the annual cost on October 1 and 50% on February 1. The RRFA shall pay invoiced amounts within 30 days of receipt.

## **COLLABORATIVE ACTIVITIES**

### **(Puget Sound RFA/Renton RFA)**

#### **EXHIBIT B**

#### **FD CARES SERVICES**

- 1. Services.** Puget Sound Fire shall provide the Renton RFA with the following services:
  - 1.1.** Day to day support for Renton RFA Employee including providing assistance with the development of an FD CARES plan specific for the Renton RFA, implementation of the FD CARES database and services to “train the trainer” for use of the database, and assistance to fully educate associated members of the Renton Fire Department about the FD CARES program.
    - 1.1.1.** The development of the Renton RFA specific FD CARES plan will be completed by the end of the 2017 year by the appointed Renton Fire employee with assistance from the Puget Sound Fire staff.
    - 1.1.2.** Implementation of the FD CARES database will include importing all Renton RFA patient data from ESO from the 2016 year and include importing of all similar data from 2017. This will all be completed by the end of the 2017 year by the appointed Renton Fire employee with assistance from the Puget Sound Fire staff. This will include the “database use training of the appointed employee to the level that they will be able to provide training to other Renton Fire Staff. This will include a constant update of jurisdictional utilizers of the 911 system, cleaning of data being imported, and a shift from a date time centric system to a patient centric database.
- 2.** Provide access and use of all FD CARES related written materials to include all legal forms for use as the Renton RFA and their legal deem appropriate.
- 3.** Provide appointed Renton Fire employee with the necessary training to be a Care Coordinator (CC) and to the level of being able to train others in the Renton RFA to be CCs.
- 4.** Assist appointed Renton Fire employee in educating the Renton RFA associated members on what FD CARES is and why a fire organization should implement the program. This will include the Renton governing board, Fire Administration, Labor executive board, and response members of the organization.
- 5.** Assist appointed Renton Fire employee in understanding the necessary data collection for responders at all EMS related incidents.
- 6.** Provide assistance regarding the development of policies for the Renton RFA related to FD CARES program service delivery.
- 7.** Provide a work station located within the Puget Sound Fire FD CARES division to include necessary computer and program and associated copier/printer and administrative materials.

8. Provide a Division Chief for direct supervision and access to all Puget Sound Fire FD CARES staff to include the Captain, Data Integration Coordinator, Nurse Practitioner, and Master of Social Worker.
9. Assist appointed Renton Fire employee with addressing repetitive medical responses at Renton RFA assisted living facilities.
  - 9.1.1. This will include inviting the Renton area assisted living facility Directors to join the FD CARES Senior Assisted Living Facility Steering Committee.
10. Work with appointed Renton Fire employee on developing possible funding partnerships that may include but may not be limited to:
  - 10.1.1. King County Emergency Medical Services
  - 10.1.2. King County Mental Health
  - 10.1.3. King County area Hospitals
  - 10.1.4. Local area medical payer groups such as Medicaid, Medicare, Premera, Molina, etc.
11. **Renton RFA Obligations.**
  - 11.1. Shall hire and retain one full time employee responsible for managing the Renton RFA FD CARES program.
  - 11.2. Appointed Renton Fire employee will work with Puget Sound Fire and other assigned staff and partners to assist with further building and improving the FD CARES program for all organizations adopting or interested in adopting the program.
  - 11.3. Appointed Renton Fire Staff will be a co-chair on the Assisted Living Facility Steering Committee. They will work to gain buy in from assisted living directors within the Renton RFA response area in an effort to have each of them join the committee.
    - 11.3.1. This will include participation with the annual Senior Assisted Living Facility Steering Committee's FD CARES Wellness Day event.
12. **Consideration.** This Agreement is entered into for the mutual benefit of both RFA's for a date of one year from the date that both Fire Chiefs have signed the agreement or a specified date noted and initialed by both fire chiefs. The Renton RFA recognizes that the appointed Renton Fire employee may occasionally provide direct support and services to the Puget Sound Fire for the purpose of on duty training of various elements of the FD CARES program for the Renton RFA employee. In addition, the Renton RFA shall compensate the Puget Sound Fire the sum of \$24,000 for the year of the contract to cover the associated costs of supervision, work station, FD CARES database, and staff time provided by Puget Sound Fire.

## COST BREAKDOWN

- |   |          |
|---|----------|
| 1. FD CARES Database set up through Fire Trex                                 | \$2,500  |
| 2. FD CARES Database hosting through Fire Trex @ \$125 month                  | \$1,500  |
| 3. Office space to include computer and access to tools such as printer/paper | \$4,800  |
| 4. Puget Sound Fire CARES Staff time associated with:                         | \$15,200 |

(It is noted that staff time is not specifically broken down into hours spent, but is intended to reimburse Puget Sound Fire tax payers for staff time invested.)

- a. Importing 2016/2017 EMS patient centric data
- b. The development of Renton RFA FD CARES plan
- c. Assist in educating all Renton RFA members from board to newest
- d. Training of some Renton RFA members as Care Coordinators
- e. The development of policies for the Renton RFA
- f. Addressing medical response at assisted living facilities in Renton RFA
- g. Seeking funding opportunities for Renton RFA CARES program
- h. Various assistance as issues arise for Renton RFA in program development