

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 April 27, 2017.**
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 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 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.. 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-FD CARE 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 each party's 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.

PUGET SOUND REGIONAL FIRE AUTHORITY

RENTON REGIONAL FIRE AUTHORITY

By : 

Matthew Morris, Fire Chief

By : 

Rick Marshall, Fire Chief

Exhibit A

FD CARES SERVICES

(Puget Sound Fire/Renton Fire)

EFFECTIVE DATE (1-1-20)

1. **Services.** Puget Sound Fire shall provide the Renton RFA with the following services:
 - 1.1. Day to day support for Renton RFA employees participating in the FD CARES Program.
 - 1.2. PSRFA will provide a Registered Nurse (RN) at cost to the Renton RFA FD CARES unit for an in-service time set forward by the Renton RFA.
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 team 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 understanding the necessary data collection for responders at all EMS related incidents.
5. Provide assistance regarding the continuous development and revision of policies for the Renton RFA related to FD CARES program service delivery.
6. Provide a workstation located within the Puget Sound Fire FD CARES division to include necessary computer and program and associated copier/printer and administrative materials.
7. Provide appropriate supervision and access to all Puget Sound Fire FD CARES staff.
8. Assist appointed Renton Fire employee with addressing repetitive medical responses at Renton RFA assisted living facilities.
9. Work with appointed Renton Fire employee on developing possible funding partnerships for the FD CARES program.
10. **Renton RFA Obligations.**
 - 10.1. Shall assign a minimum of one full time employee assigned to a Medical Services Division.
 - 10.2. Assigned 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.

- 10.3. Assigned 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. **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.
12. **Compensation.** The Renton RFA shall compensate the Puget Sound RFA for a percentage of the FD CARES total cost for the RNs employed by Puget Sound RFA. This includes, salary, benefits, education, and any other mutually agreed upon indirect costs. A costing model will be utilized to bill the total cost of the CARES RN based on a percentage of the total number of RNs employed by PSRFA. For example, if PSRFA employs 8 RNs, and Renton RFA needs 2 RNs to run the Renton CARES unit, Renton RFA will be responsible for one fourth (1/4th) of the total cost of the RNs employed by PSRFA. The initial Costing Model for 202 is attached as Exhibit A-2
- 12.1. Puget Sound RFA will invoice actual costs to the Renton RFA at the end of every quarter for payment.
13. **Performance Indicators.** The Renton RFA and the Puget Sound RFA will agree to Performance Indicators identified in **Exhibit A-1** to this Exhibit that will be reviewed twice annually to ensure that resource allocation is being shared equitably. Any changes to deployment and resource allocation will be mutually agreed upon by both the Renton RFA and Puget Sound RFA.
14. **Budgetary considerations:** The Puget Sound RFA will submit the budgetary projections for the RN portion of the FD CARES program to the Renton RFA by no later than August 1st of each year.
- 14.1. In the event any projected budgetary line item provided exceeds the previous budgetary line item by more than 5%, the parties agree to meet, confer and work cooperatively to address the impacts of such costs on the services provided under this Exhibit.

Collaborative Services

Exhibit A -1

Performance Indicators

The purpose of the performance indicators will be to determine if resources are being shared equitably.

1. Number of FD CARES calls that cannot be handled by the primary FD CARES unit.
2. Number of FD CARES calls handled by another FD CARES unit.
3. Number of FD CARES calls that are sent by MIH Referral via ESO.

Collaborative Services Agreement

Exhibit A-2

Costing Model for 2020

Descriptions	Cost	Total
RN Salary and Benefits Per Local 1747 Contract	\$162,663.00	\$325,326.00
Estimated OT Vacation, Sick, OJI	\$ 25,000.00	\$ 25,000.00
Continuing Education (Conferences, Food Lodging, Per Diem, CE, Etc.)	\$ 5,000.00	\$ 10,000.00
Software License Fee (Strata and Vtial Hub)	\$ 50,000.00	\$ 50,000.00
Total		\$410,326.00