

INTERLOCAL AGREEMENT FOR CONSOLIDATION OF SERVICES

This Agreement is entered into between RENTON REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and KING COUNTY FIRE PROTECTION DISTRICT NO. 40, hereafter referred to as "District."

RECITALS

1. This agreement is entered into by the District under the authority of RCW 52.12.031 and the RFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The purpose of this Agreement is to replace all prior agreements between the parties and to further define the terms under which the RFA will provide fire protection, fire suppression, emergency medical services, non-emergency medical services and other services to the District.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. DEFINITIONS.

1.1. The following terms, when used in this agreement, shall be defined as follows:

- (a) "RFA" shall mean Renton Regional Fire Authority.
- (b) "District" shall mean King County Fire Protection District No. 40.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
- (d) "Material Breach" shall be defined as either:
 - (i) The RFA's failure to provide Services at the Level specified in Section 3;
 - (ii) The District's failure to pay the contract payments specified in **EXHIBIT A** or
 - (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

2. TERM, RENEWALS AND TERMINATION.

2.1. Term. Except as provided in Section 2.3, this agreement shall be effective on January 1, 2022 "Commencement Date" and shall terminate on December 31, 2041 "Expiration Date" unless earlier terminated in accordance with Section 2.3 or 2.4. For purposes of this Agreement January 1 shall be referred to as the "Anniversary Date."

2.2. Renewals. The parties agree that 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 June 1, 2041.

2.3. Voluntary Termination.

(a) No Termination within First Eight Years. The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, absent mutual agreement, this Agreement may not terminate within the first eight years following the Commencement Date except in the event of a Material Breach (Section 2.4).

(b) Voluntary Termination. No sooner than January 1, 2027 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a 3 year written notice of its intent to terminate. Any termination under this paragraph 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 2026 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, 2027 for termination to be effective as of January 1, 2030.

2.4. Termination For Material Breach. Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:

(a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)

(b) The breaching party shall have 45 days following receipt of the notice from the non-breaching party (the “Cure period”) to cure such alleged Material Breach(es).

(c) In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period, subject to the Wind Up provisions set forth in Section 2.4.(d) by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.

(d) In the event of a Material Breach of this Agreement that has not been cured by the expiration of the Cure Period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of 12 months after the expiration of the Cure Period (the “Wind Up Period”); provided, however, that the Wind Up Period shall be 6 months if the Material Breach involves the District’s failure to make the Contract Payment

or the RFA's failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the RFA is providing all services as defined in Section 3, the District will be responsible for all payments required herein until the conclusion of the Wind Up Period. If the District is providing all payments as defined in Exhibit A the RFA will be responsible for providing all services required in Section 3 until the conclusion of the Wind Up Period.

3. SERVICES PERFORMED BY THE RFA FOR THE DISTRICT

- 3.1. Fire, Rescue and Response Services.** The RFA shall furnish fire protection, fire suppression and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within or annexed to the District including all District owned or leased real and personal properties. Such services shall be rendered within the District on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the RFA.
- 3.2. Emergency and Non-Emergency Medical Services.** The RFA shall furnish emergency and non-emergency medical services to all properties and persons presently within or annexed to the District including all District owned or leased real and personal properties. Such services shall be rendered within the District on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the RFA.
- (a) Level of Service.** The level of service for fire suppression and emergency medical services shall be set forth in **Exhibit B**.
- (b) Standards of Response Coverage.** The standards of response coverage for fire suppression and emergency medical services shall be set forth in the Performance Metrics document attached hereto as **Exhibit B**.
- (c) Adjustments to Defined Service Levels or Standards of Response Coverage.** The RFA reserves the right to temporarily modify service levels and Standards of Response Coverage from time to time as circumstances may require. The RFA shall provide the District with written notice of any temporary changes that exceeds 72 hours in duration. Subject to the staffing requirements set forth in **Exhibit A**, the RFA shall provide the District with advance notice of any permanent increase or decreases in the Standards of Response Coverage affecting the District. In the event of a decrease the RFA shall explore with the District options for avoiding the decrease.
- 3.3. Fire Prevention Services (Code Enforcement) within Unincorporated Areas of King County.** The RFA shall perform fire prevention services in the RFA. The District will obtain fire prevention services from King County via the County Fire Marshal.

The RFA shall serve in a coordinating function and inform District 40 of developments which may require fire prevention services. The Parties may agree that the RFA shall provide fixed-cost commercial fire inspection services consistent with the requirements of the applicable fire codes in the District for the amount specified in Exhibit A.

3.4. Emergency Management. Emergency management shall be the responsibility of King County, not the RFA, pursuant to RCW 38.52. Provided, however, the RFA will include areas within District 40 and will represent District 40 when conducting its limited emergency management services in conjunction with the City of Renton and King County.

3.5. Information Technology. The RFA will provide information technology services necessary to support the Services identified in Section 3. District 40 shall be solely responsible for any IT services necessary solely for the administration of District business.

3.6. Public Education. The RFA shall plan and establish public education services and events without regard to jurisdictional boundaries and shall provide public education services within the jurisdictions of the Renton RFA and District 40 in a manner that best serves all residents, business owners and property owners of both jurisdictions. The RFA shall maintain a calendar of Public Education events that provides notice to both Parties of planned events in both jurisdictions. The parties will collaborate as to the substance of a joint newsletter which the RFA would disseminate to all District citizens on a semi-annual basis.

4. PAYMENT FOR SERVICES.

4.1. Payment Procedures. For the services provided pursuant to this Agreement, the District shall pay the RFA the amounts determined under **EXHIBIT A**. The District agrees to pay the costs of this level of service in two equal semi-annual payments made in May and November adjusted as necessary pursuant to **Exhibit A**,

4.2. RFA Charges Under RCW 52.30.020. The RFA may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions or municipal corporations owning real property or improvements within the District. The RFA shall inform and advise the District prior to pursuing contracts under this Section and the District shall cooperate with the RFA in this process and shall be a signatory to such contracts. The District shall notify the RFA of any service contracts that it believes the RFA should enter so that the RFA may be the lead agency negotiating such contracts. The District agrees to remit to the RFA, on an annual basis, the full hazardous-materials premium referenced at Section 5 of the interlocal agreement between the District and the City of Seattle, until such time as said agreement terminates.

4.3. Significant Change in Cost of Providing Services. In the event either party determines that a material and significant increase or decrease in the costs of providing services under this Agreement has occurred as the result of a legislative policy or

declaration, or other event that mandates a change in the level of service or cost of service, beyond the control of the parties, then, at the request of either party, the parties shall renegotiate the funding and service provisions of this Agreement. If the parties are unable to successfully renegotiate this Agreement through good faith negotiations, the Dispute Resolution Provisions of this Agreement shall apply.

5. ASSET MANAGEMENT.

5.1. Real Property. The District shall lease to the RFA the real property and improvements identified as Station 17 (“Real Property”) in partial consideration of the services provided under Section 3 pursuant to the terms of a separate written lease, which shall contain, at a minimum, terms consistent with this Paragraph and Section 5.2. The District shall have the limited right to continue to use the Real Property for board meetings, storage space and other District purposes as more fully detailed in the written lease agreements.

5.2. Maintenance and Improvement of Real Property.

(a) Routine Maintenance. Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 5.2.b. The RFA shall be solely responsible for the routine maintenance associated with the Real Property.

(b) Major Repairs and Maintenance Major Repairs and Maintenance shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$5,000.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$5,000.00 cost limit applies to all repair and maintenance costs associated with repairing the pipe, the floor and any associated damage).

(i) Station 17. The District shall remain responsible for 100 percent of all Major Repairs and Maintenance. Major repairs and maintenance shall include capital improvements that exceed \$5,000.

(ii) Notification and Estimates. The RFA shall promptly notify the District in the event of any needed major repairs or maintenance. When requested by the District, the RFA shall secure up to three estimates for any major repair or maintenance.

(c) Utilities. Station 17. The RFA shall be responsible for payment of all utilities. Provided however, if the District wishes to have separate phone and internet access, the District shall be responsible for the cost of such services.

(d) Disposition of Real Property in the Event of Termination. In the event this Agreement is terminated pursuant to Section 2, the Lease Agreements for the Real Property shall be terminated effective on the date the RFA is no longer responsible for providing services to the District and the District shall assume full responsibility for the Real Property.

- 5.3. Purchase of Fire Apparatus.** The District shall maintain ownership of the front-line apparatus assigned to Station 17. The number and type of apparatus shall consist of one (1) Fire Engine and one (1) Aid car. The District further agrees to fund the replacement of this apparatus based on a 12-year front-line service period for Fire Engines, and an 8-year front-line service period for Aid cars. Service periods may be extended whenever mileage and/or apparatus condition may allow.
- (a) **Apparatus Specification.** The District will make apparatus purchases based on the specifications developed by the RFA.
- (b) **Reserve Service.** District apparatus may be used by the RFA in its reserve fleet after the front-line service period of the subject apparatus is complete, in accordance with the aforementioned replacement schedule. The District will retain ownership of its front line apparatus when transferred to reserve status.
- (c) **Surplus Apparatus.** When the useful service life of District apparatus has ended, and the District has declared such apparatus surplus, the RFA will assist in the sale or disposal of the apparatus in a legal, commercially reasonable manner. The proceeds, if any, from the sale of District-owned apparatus will be transferred to the District.
- 5.4. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties.
- 5.5. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Section 2 the following provisions shall govern the transfer of Personal Property.
- (a) **Identification of Personal Property.**
- (i) The District shall retain all Personal and Real Property owned by the District.
- (ii) The RFA shall transfer to the District any personal property purchased by the District after January 1, 2022, provided that such Personal Property is still owned by the RFA on the Termination Date.
- (iii) The RFA shall retain all Personal and Real Property owned by the RFA.
- 5.6. SEPA Mitigation.** The RFA shall be authorized to pursue SEPA mitigation for developments within the District that may materially increase the cost of providing the administrative and operational services specified herein; Prior to pursuing any such mitigation the District and the RFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation.

6. OVERSIGHT AND ADMINISTRATION.

- 6.1. **Governance Board.** The District shall appoint one member of the District Commission to serve in an advisory non-voting position on the RFA Governance Board.
- 6.2. **Administration Committee.** To carry out the purposes of this Agreement, a two-person committee is hereby created to administer this Agreement (“Committee”). The Committee shall consist of the Commission Chair of the District and the RFA Fire Chief, or their designees. The Committee shall meet on a regular basis as determined by the Committee and no less than one (1) time per year to discuss the performance of the obligations of the District and the RFA pursuant to this Agreement. Either member of the Committee may call meetings as deemed appropriate. The Committee may recommend amendments to the Exhibits to this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous.
- 6.3. **Oversight Committee.** On an annual basis at a mutually agreed time, the Fire Chief or Designee, the Chair of the RFA Governing Board and the Chair of the District 40 Board of Commissioners shall meet to discuss the relationship of the District and the RFA. The purpose of this committee is to discuss the extent to which the Agreement is meeting the interests and needs of both parties.
- 6.4. **District Leadership Team Meetings.** The RFA Fire Chief or designee will serve as District Liaison to attend the Monthly District Commissioner Board Meetings. The District Liaison shall provide a Chief’s report and division reports similar in scope to the reports provided to the RFA Governing Board.
- 6.5. **Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the District Commission regarding the services provided under this Agreement on or before July 1 of each year.
- 6.6. **Financial Reporting Obligations.** The RFA shall provide the District with a copy of its estimate of the cost of this Agreement based on **EXHIBIT A** to the District 40 Board Secretary at the same time it is presented to the RFA Governing Board (estimated to be in the first two weeks of October each preceding year), and will provide the actual cost of the services at the time of the RFA Annual Revenue Hearing in November, but in no event later than November 25.

7. INDEMNIFICATION AND HOLD HARMLESS.

- 7.1. Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.

8. INSURANCE.

8.1. RFA Insurance. The RFA shall provide insurance coverage for Station 17, District 40 owned Fire Apparatus and all equipment and personnel of the RFA. The insurance coverage shall include all risk property insurance, insuring the fire station contents at replacement cost and general liability insurance, including errors and omissions coverage. The RFA shall furnish to the District appropriate documentation showing that such coverage is in effect. The District recognizes that the RFA is a member of a governmental insurance Pool and the RFA shall provide proof of such to the District upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the RFA.

9. INDEPENDENT MUNICIPAL GOVERNMENTS.

9.1. Independent Governments. The parties recognize and agree that the RFA and the District are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party. This Agreement shall not be construed as creating an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.

9.2. No Agency. Except as specifically provided in this Agreement, 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 or, or to otherwise bind the other party.

9.3. Debts and Obligations. Neither the District nor the RFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

9.4. Assignment of Resources. The RFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the Services described in this Agreement are provided within the RFA and within the District.

10. DISPUTE RESOLUTION.

10.1. Prior to any other action, the District Commission Chair and the RFA Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.

10.2. If the parties are unable to resolve the dispute 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 shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

10.3. 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 matter to binding 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 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.

- 10.4.** 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.

11. MISCELLANEOUS

- 11.1. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 11.2. Service Limitation.** The Services provided under this Agreement represent an extension and expansion of services the RFA owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.
- 11.3. 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.
- 11.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 11.5. 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.
- 11.6. 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.

- 11.7. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 11.8. 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. All of the Exhibits are hereby made part of this Agreement.
- 11.9. 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.
- 11.10. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 11.11. 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.
- 11.12. 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.
- 11.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on January 1, 2022.

RFA:

Renton Regional Fire Authority:

By: Steven C Heitman
Steven C Heitman (Aug 20, 2021 16:23 PDT)

Print Name: Steven C. Heitman
Its Fire Chief

DATE: Aug 20, 2021

NOTICES TO BE SENT TO:


Attn: Fire Chief

APPROVED AS TO FORM:


Brian Snure,
Attorney for RFA

DISTRICT:

King County Fire Protection:
District No. 40

By: 

Print Name: Charlotte Ryan
Its Board Chairperson

DATE: August 13, 2021

NOTICES TO BE SENT TO:

Attn: Board Chairperson

APPROVED AS TO FORM:


Eric. Quinn
District Attorney

EXHIBIT A
COSTS FOR SERVICES RENDERED

- 1. Direct Labor Costs.** The District shall pay to the RFA the actual Labor costs required to fund staffing at FD40's fire station. Actual Labor cost shall include the fully burdened rate based on average wages (including Response Operations overtime) and benefits. The Labor Costs shall be established based on budgeted labor cost for the subsequent calendar year. The Overtime allocation is based on the total number of RFA operational personnel assigned to FD40 divided by the total number of all budgeted RFA operational personnel.

 - a. District Staffing:** For purposes of this Agreement, the total number of operational personnel required to meet the 5-person daily staffing at Station 17 is 20. However, to account for planned absences (vacation & holiday), 4 additional personnel are required. This results in 24 operational personnel which equates to a fill factor of 4.8:1 per position in the daily staffing. The 24 personnel shall include: 4 Company Officers (1 Captain, 3 Lieutenants), 4 Engineers, and 16 Firefighters.
 - b. Command and Control:** The District shall also pay the actual labor costs of 1.5 Battalion Chiefs to fund command, control and supervisory services provided by the South Battalion.
 - c. Total FD40 Staffing:** For the purpose of calculating overhead costs, the number of RFA operational personnel assigned to FD40 shall be 25.5.
- 2. Administration Overhead:** Includes salary, benefits, and expenses required to effectively staff and operate the Administration Division. The allocation is based on the total number of RFA operational personnel assigned to F40 divided by the total number of all budgeted RFA full time employees.

 - a. Exclusions:** Governing Board costs (The District is responsible for any per diems and expenses related to its non-voting RFA Board member), Election costs and fees, Benefit Charge collection costs, Contracted Overtime, RFA LEOFF 1 post retirement costs, and transfers out to Operating, Facilities, and Fleet Reserve Accounts shall be excluded from the Administrative Overhead calculation.
- 3. Operations Support Overhead:** Includes salary, benefits, and expenses required to effectively staff and operate the Divisions listed below as well as the costs for transfers out of the operating fund dedicated to Small Tools and equipment replacement. The allocation is based on the total number of RFA operational personnel assigned to FD40 divided by the total number of all budgeted RFA operational personnel.

 - a. Response Operations Division including all special teams (excluding direct labor)**
 - b. Health & Wellness/Emergency Services including FD CARES**
 - c. Support Services Division**
 - d. Excludes Fire Prevention Division**

- 4. Public Education:** The Renton RFA maintains a comprehensive public education program that provides education to individuals and businesses throughout the RFA service area, which includes FD40. Some of these services are provided by the crews assigned to Station 17; however, the RFA's Public Educator provides direct services and support to Station 17 crews in the delivery of public education programs to the citizens of FD40. In consideration of these services provided, FD40 will pay \$3,500¹ annually for public education services.
- 5. Commercial Fire Inspections.** The RFA will provide inspections as set forth in Section 3.3 for the sum of \$5,000 per year beginning in 2022. Such sum shall be adjusted each year based the Seattle-Tacoma-Bellevue June to June CPI-U.
- 6. Facility Maintenance & Operations Overhead:** Includes salary, benefits, and expenses required to effectively staff and operate the Facility Section as well as all expenditures required to maintain and operate the facilities including, but not limited to, professional services, utilities, repairs, supplies, small tools, furnishings, etc. The allocation is based on the square footage of FD40 Station 17 divided by the total number square feet of all facilities operated by the RFA.
 - a. Major Repairs and Capital Improvements:** The cost of any major facility repairs or capital improvements shall be the responsibility of FD40 as delineated in section 5.2 of the contract.
- 7. Fleet Maintenance & Operations:** Includes two parts: Direct Fleet Costs and Fleet Overhead.
 - a. Direct Fleet Costs:** These costs include the Garage Consortium ILA contribution, fuel, and parts required to operate and maintain FD40 apparatus. The annual ILA costs are determined by the consortium and contained in the Fleet Consortium Estimation. The fuel and parts are based on the prior year actual costs for these expenses multiplied by the CPI-U June/June. Major repairs of FD40 apparatus exceeding \$1,000 per occurrence, performed by a facility other than the Garage Consortium, will be billed directly to FD40.
 - b. Fleet Overhead:**
 - 1. Fleet Section Overhead:** Includes salary, benefits, and expenses required to effectively staff and operate the Fleet Section. The allocation is based on the total number of FD40 VEUs² divided by the total number of all RFA VEUs.
 - 2. Administration Fleet Overhead:** Includes the total costs to operate and maintain the fleet utilized by the Admin Division plus depreciation. The allocation is based on the total number of FD40 operational personnel divided by the total number of all budgeted RFA full time employees.

¹ The approximate funding the District receives from the local school districts was the basis used for establishing the \$3,500 cost for public education services.

² A vehicle equivalency unit (VEU) is a standardized comparison measurement used to establish fleet equivalencies and expected required maintenance.

- 3. Operations Support Fleet Overhead:** Includes the total costs to operate and maintain the fleet utilized by the Operations, Support Services, and Health & Wellness/EMS Divisions plus depreciation. The allocation is based on the total number of FD40 operational personnel divided by the total number of all budgeted RFA operational personnel.
- 4. Reserve Fleet Overhead:** Includes all expenses for the ILA Direct Labor for the following reserve apparatus:
 - i. Reserve Pumper Overhead:** This allocation is based on the number of FD40 stations that require a pumper divided by the total number of all stations that require a pumper.
 - ii. Reserve Aid Unit Overhead:** This allocation is based on the number of FD40 Aid Units in service divided by the total number of Aid Units in service.
- 8. Reductions:** The District's cost for services shall be reduced by the amount of property taxes and benefit charges assessed by the RFA in the prior year, on those portions of identified annexation areas in which the District's apparatus primarily respond (first due).
 - a. Past Annexation Area Reductions:** A reduction shall be provided as specified above in the applicable portions of the Gaile, Fairlane Woods and Aqua Barn annexation areas.
 - b. Future Annexation Area Reduction:** A reduction shall be provided as specified above for future annexation areas whenever such area or portions of an area is served by District Apparatus.
- 9. Credits:** The District shall receive the following as credits against the costs of service enumerated herein, in addition to the Reduction referenced above under Section 7:
 - a. King County Emergency Medical Service Funds:** Those funds projected to be received or available to the RFA and attributable to the District for the contract year.
 - b. Transport Fees:** Fees collected in the prior year (January – December) for transports made by A317. The transport fee credit shall be the net of the total fees collected less the per-transport billing fee charged by the third-party billing agency.
 - c. Supplemental Payments:** Payments received through the Ground Emergency Medical Transportation (GEMT) program for eligible transports made by A317 in the prior federal fiscal year (July – June).
 - 1. Transport Revenue Credit Limitations:** The credit for transport fees and supplemental GEMT payments shall not be provided until such fees and payments exceed the annexation reductions provided for in Section 7 above. Furthermore, the maximum credit for transport revenue shall be limited to 125% of the calculated annexation area reduction provided for in Section 7 above.

- i. **Exception:** Transport fees and GEMT payments shall not be subject to the limitation stated above in the first contract year (2022). For the first contract year (2022), the RFA shall remit to the District all transport fees collected, less collection costs, for transports made by A317 between February and December of 2021; and all GEMT payments received for transports made by A317 between February and June of 2021. These transport fees shall be paid to the District no later than May 15, 2022, and the GEMT payments no later than October 15, 2022.
- ii. **Limitation Review:** The parties agree to meet and confer during the fifth year of the contract (2026) to review and assess the limitations placed on transport revenue sharing set forth under Section 8 (c)(1) above. The purpose of this review is to determine the effectiveness of the imposed limitations in meeting the parties' original goal of a fair and equitable distribution of transport revenues and to provide an opportunity to make any necessary adjustments to those limitations.

Annexation Reduction and Transport Revenue Credits		
Contractual Annexation Reduction	Potential Transport Revenue Credit	RRFA Revenue
The District's costs for services are reduced by the amount of property tax and benefit charge assessed in the previous year on the identified areas via the Annexation Reduction.	Transport revenue generated by A317 exceeding 100% of the Annexation Reduction amount will be applied to the District's second billing of the year, as a Transport Revenue Credit, up to a maximum of 125% of the Annexation Reduction amount.	A317 transport revenue exceeding 125% of the Annexation Reduction amount will be retained by the RFA.
The RFA retains all transport revenue generated by A317, up to 100% of the Annexation Reduction amount.		
100%		125%
(break even)		(cap)

- 2. Transport Revenue Credit Implementation and Cadence:** Starting in the 2023 contract year, any transport revenue credits shall be applied to the current year's second half payment as outlined below and thereafter follow the cadence detailed below.

Contract Year 2 (2023) and beyond			
Fee Type	Period Covered	Reconciliation	Action taken
Transport	Jan-Dec	March	Credit applied to second half payment in October
GEMT	July-June	Spring	

- 3. Termination of Transport Revenue Sharing:** Transport revenue sharing shall be provided as described herein as long as the agreement remains in effect. The RFA shall retain all transport fees and payments either received or billed for transports made by A317 prior to termination of the contract.

COST-ALLOCATION TABLE

Allocation Segment	Allocation Method
Direct Labor Costs	100% of the identified amount
Administration Overhead	Calculated by taking the total number of FTEs for FD40 (25.5) divided by the total number of all budgeted FTEs (variable).
Operations Support Overhead	Calculated by taking the total number of FTEs for FD40 (25.5) divided by the total number of all budgeted Operational FTEs (variable).
Facility Maintenance & Operations Overhead	Calculated by taking the total square footage of Fire Station 17 (6,836) divided by the total square footage for all facilities operated by the RRFA (currently 96,527).
Fleet Maintenance & Operations	
Direct Fleet Costs	100% of the identified amount
Fleet Section Overhead	Calculated by taking the total number of VEUs for FD40 (variable) divided by the total number of all budgeted VEUs (variable).
Administration Fleet Overhead	Calculated by taking the total number of FTEs for FD40 (25.5) divided by the total number of all budgeted FTEs (variable).
Operations Support Fleet Overhead	Calculated by taking the total number of FTEs for FD40 (25.5) divided by the total number of all budgeted Operational FTEs (variable).
Reserve Pumper Overhead	Calculated by taking the number of FD40 stations that require a pumper (1) divided by the total number of all stations that require a pumper (variable).
Reserve Aid Unit Overhead	Calculated by the number of FD40 Aid Units in service (1) divided by the total number of Aid Units in service (variable).

*Assumes reduction in FD40 fleet to 1 Pumper and 1 Aid Unit.

The following metrics should be reported to the King #40 Board annually and discussed. This is a significant part of contract compliance. If the RRFA updates its Standards of Cover or otherwise establishes response performance goals or objectives that exceed those contained in this agreement, the RRFA will meet and confer with King #40 to discuss the implications.

EXHIBIT B
Performance Metrics

Station Reliability Metrics

The RRFA will strive to maintain an appropriate station reliability at Station 17. Station 17’s reliability should not decline by more than 5% from the Station 17 reliability from the previous year. If such decline occurs, the RRFA administration and King #40 elected officials shall meet and discuss the cause(s) of the excessive decline and the RRFA’s plan to address the decline.

Reliability is defined as: Units assigned to the station are available within their first due area and are first to arrive to their first due emergencies. These are emergency responses only. All nonemergent calls should be removed from the data list and not used in this calculation.

Station Reliability Metrics (Percent of calls where that station's units are first on scene out of all calls in that station area)						
Station	2016	2017	2018	2019	2020*	5-year avg.
Station 11	81.3	81.3	82.1	81.8	84.1	82.12%
Station 12	83.8	85.3	86.3	83.3	82.4	84.22%
Station 13	82.8	87.3	87.3	82.7	81.9	84.40%
Station 14	69.3	71.0	70.2	72.2	74.6	71.46%
Station 15	N/A	N/A	N/A	76.0	79.3	77.65%
Station 16	82.6	83.1	83.6	80.9	82.8	82.60%
Station 17	91.3	91.5	91.0	84.3	84.2	88.46%

*Through November 30, 2020

Response Performance Metrics

The RRFA will strive to maintain a prompt and efficient emergency response system at Station 17. Unit Alarm Handling Time is a metric of the Public Safety Answering Point (PSAP)’s performance. The RRFA does not have direct control but does have influence over this metric. Unit Alarm Handling Time will not be a part of the compliance methodology for the agreement between the RRFA and King #40. However, both agencies have a keen interest in this metric as it reflects a level of service their constituents can expect. King #40 supports the RRFA’s efforts to positively influence this critical element of total response time with the PSAP provider.

Each of the three remaining elements of response time will be measured separately. These elements include Turnout Time, Travel Time, and 1st Unit Response Time (the combination of turnout time and travel time).

Station 17’s response performance should not decline by more than 10% in any of the three emergency response performance element as compared to Station 17’s performance in the same element from the previous year. If such decline occurs, the RRFA administration and King #40 elected officials shall meet and discuss the cause(s) of the excessive decline and the RRFA’s plan to address the decline.

Definitions for each component of the emergency response system:

Alarm Handling Time: The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities or the emergency response units in the field.³ (This is not a compliance element of this agreement – outside the direct control of RRFA)

Turnout Time: The time interval that begins when the emergency response facilities and emergency response units' notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time.⁴ (This is a compliance element of this agreement)

Travel Time: The time interval that begins when a unit is en route to the emergency incident and ends when the unit arrives at the scene.⁵ (This is a compliance element of this agreement)

1st Unit Response Time: A combination of turnout time and travel time for the first arriving unit; the most commonly used measure of fire department response performance. (This is a compliance element of this agreement)

When calculating response performance, only incidents where the unit being measured responds to priority emergency responses are calculated. Incidents where the unit being measured is responding to a nonpriority response or is reduced from a priority emergency response to a nonpriority response while en route shall be excluded from calculation. All CARES unit responses should also be excluded. Data outliers should also be excluded. The parameters for determining outliers are as follows:

- Alarm Handling more than 5 minutes
- Turnout Times more than 4 minutes
- Travel Times more than 20 minutes

³ NFPA Standard 1710 (2020); Section 3.3.64.2 – *Alarm Handling Time*

⁴ NFPA Standard 1710 (2020); Section 3.3.64.8 – *Turnout Time*

⁵ NFPA Standard 1710 (2020); Section 3.3.64.7 – *Travel Time*

Station 11 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	2:43	2:34	2:12	2:18
Unit Turnout Time	2:24	2:39	2:11	2:22
Unit Travel Time	5:42	5:34	5:24	5:26
1 st Unit Response Time	7:54	7:34	6:56	6:57
Station 12 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	2:17	2:04	2:21	2:28
Unit Turnout Time	2:56	2:41	2:21	2:31
Unit Travel Time	4:51	4:57	5:38	5:39
1 st Unit Response Time	6:56	6:42	7:15	7:16
Station 13 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	3:06	2:13	2:21	2:31
Unit Turnout Time	2:34	2:14	2:27	2:29
Unit Travel Time	6:11	5:29	6:20	6:12
1 st Unit Response Time	8:26	7:11	7:52	7:46
Station 14 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	2:28	2:32	2:20	2:21
Unit Turnout Time	2:32	2:23	2:22	2:17
Unit Travel Time	6:28	4:31	5:17	5:00
1 st Unit Response Time	8:01	6:26	7:07	6:42

Station 15 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	2:49	1:50	2:15	2:15
Unit Turnout Time	2:35	2:37	2:22	2:37
Unit Travel Time	5:26	5:32	5:49	5:52
1 st Unit Response Time	7:35	7:56	7:23	7:36
Station 16 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	1:08	1:30	2:09	2:02
Unit Turnout Time	2:51	2:55	2:22	2:30
Unit Travel Time	5:49	4:59	6:08	6:20
1 st Unit Response Time	7:45	7:43	7:51	7:48
Station 17 Emergency Response Performance Metrics at 90%				
	FIRE		EMS	
Response Elements	2019	2020*	2019	2020*
Unit Alarm Handling Time	2:05	2:52	2:23	2:20
Unit Turnout Time	2:47	2:35	2:23	2:25
Unit Travel Time	5:57	5:42	6:06	5:58
1 st Unit Response Time	8:01	7:40	7:35	7:38

In and out of jurisdiction emergency responses by regular service units is covered in the above data

Demand Distribution

The RRFA will report on the emergency demand by call type for Station 17 as compared to the remaining stations at the RRFA. This is to maintain situational awareness, not for any specific compliance goal.

Emergency Response Demand by Station, by Call Type - 2020							
Call Type	Station 11	Station 12	Station 13	Station 14	Station 15	Station 16	Station 17
EMS	3,170	2,616	3,129	2,080	691	912	1,879
False Alarm	328	201	234	225	94	84	104
Fire	212	102	101	99	58	49	93
Good Intent	298	161	215	338	74	89	140
Hazardous Materials	70	36	35	88	31	23	33
Other	0	0	0	0	0	0	0
Public Assistance	144	81	120	70	37	63	62
Rupture / Explosion	6	6	1	5	6	2	0
Weather	0	0	0	0	0	0	0
Total	4,228	3,203	3,835	2,905	985	1,222	2,311

Unit Hours in District Vs. RFA

The RRFA will annually report total unit hours committed to the District by RRFA resources and the total unit hours from the District (Station 17) committed to the RRFA. The expectation is that total unit hours Station 17's resources (serving the District) are committed to the RRFA outside of the District are approximately balanced with the total unit hours committed by the RRFA inside the District area (not including Station 17 units). If either party believes the total unit hours are significantly unbalanced each year for three consecutive years, the parties will meet to discuss and address the imbalance.

Response Duration by Service Area	
Resp Duration - RFA Units in KCFD 40 Area	2020
Aid 312	0:00:00
Aid 313	13:20:48
Battalion 311	2:43:02
Battalion 313	26:15:53
Brush 317	24:21:31
Cares 314	74:29:05
Engine 311	2:54:34
Engine 312	0:32:01
Engine 313	32:50:48
Engine 314	0:48:38
Engine 315	0:11:54
Engine 316	0:00:00
Hazmat 314	9:13:45
Ladder 311	6:12:39
Yearly Totals	194:04:38

Resp Duration - KCFD 40 in RFA Area	2020
Aid 317	192:48:15
Engine 317	65:49:45
Yearly Totals	258:38:00

Times are in HH:MM:SS

Effective Response Force

The staffing assigned to Station 17 (serving King #40) is three on the engine and two on the aid car. The RRFA has pre-determined within their Standards of Cover the staffing to perform various critical tasks for fires and have established the following benchmarks:

Level of Risk	Full Assembly Time Benchmark @ 90%	Number of Personnel
Low	10:00	7 firefighters and officers
Moderate	16:00	17 Firefighters and Officers
High	20:40	31 Firefighters and officers

A first alarm assignment for a moderate risk structure fire (typical 2,000 square foot, two-story single-family residence) consists of 17 personnel dispatched on various apparatus (including the battalion chief). The majority of the risk in the District is classified as moderate. This performance is also expected for Station 17’s service area (King #40). If this standard is adjusted in the future, the RRFA will meet and confer with King #40 to discuss the implications.









RRFA KCFD40 Consolidation of Services ILA

Final Audit Report

2021-08-23

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