

**EMERGENCY SERVICES OPERATING AGREEMENT
BETWEEN
THE CITY OF REDMOND AND KING COUNTY FIRE PROTECTION DISTRICT #34**

January 1, 2023 - December 31, 2027

I. Parties

The parties to this agreement are the City of Redmond, a State of Washington Municipal Corporation, referred to herein as the City, and King County Fire Protection District #34, a State of Washington Municipal Corporation, referred to herein as the District.

II. Purpose

Both Parties are authorized under the provisions of RCW 39.34.9080 and 52.08.030 to contract with each other to establish fire prevention, education, suppression, emergency preparedness and 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 improve the service within their respective boundaries and believe that this will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein.

III. Definition of Terms and Phrases

Apparatus includes fire engines, aid cars, ladder trucks, rescue vehicles, support and staff vehicles.

Assessed Valuation refers to total assessed value of real property and improvements to real property for tax purposes as determined by the King County Assessor's Office.

Assets include all real property and improvements thereto, apparatus and equipment normally maintained or utilized in the facilities located in each jurisdiction.

Calls for service are based on the distribution of calls between the District and the City. Calls for Service exclude calls outside the City or the District boundaries.

Apparatus and Equipment Replacement refers to a fund that has been established for the purpose of replacing older vehicles and equipment.

Citywide Equipment Replacement refers to a fund that has been established for the purpose of replacing non-fire related equipment such as information technology, communication, and other types of City-provided equipment.

Overhead applies to city services not directly provided by fire department personnel, such as Information Technologies, Geographic Information Systems and Mapping (GIS), Human Resources, Legal, Finance and Payroll, and insurance. Overhead costs relating to City Council costs are not included in the overhead charges to the District.

Station staffing level refers to how many line personnel (firefighters, driver/operators, officers and battalion chiefs) are assigned to each station.

IV. *Level of Service*

A. *The City shall provide emergency services within the jurisdictional limits of both parties' boundaries pursuant to this agreement and to the extent required by law. In providing such service, the City shall endeavor to maintain a rating from the Washington Surveying and Rating Bureau or any successor agency at least as favorable as that which is now held by each of the parties. The Washington Surveying and Rating Bureau's current rating for the parties at the time of the signing of this agreement are:*

*City of Redmond – Class 3
King County Fire District 34 – Class 4*

B. *The City shall provide the following Benchmark and Baseline Performance:*

- 1. For 90% of all priority structure fire incidents, the first-due unit shall arrive, with a minimum of 3 personnel, within 10 minutes travel time (unit enroute to arrival). The first-due unit shall be capable of providing 500 gallons of water and 1,500 gallons per minute pumping capacity; initiating command; establishing and advancing an attack line flowing a minimum of 150 gpm; containing the fire; and/or rescuing at-risk victims and requesting additional resources if needed. Baseline performance shall not fall below 80% of the Benchmark.*
- 2. For 90% of all priority emergency medical incidents, the first due unit, with a minimum of 2 personnel, shall arrive within 9 minutes total response time (unit alert to arrival). The first due unit shall be capable of assessing scene safety; providing an initial patient assessment; initiate basic life support treatment and call for additional resources (law enforcement, Mobile Integrated Healthcare, other EMS units, etc.) if needed. Baseline performance shall not fall below 80% of the Benchmark.*

C. *The Fire Chief shall have sole authority to approve or modify automatic/mutual aid agreements with other fire agencies.*

V. *Fire Services Forum*

Joint meetings between the City's and the Fire District's elected officials shall be known as the Fire Services Forum. All elected officials of the City and District shall meet as necessary, but not less often than annually to discuss issues of importance or concern to one or both of the parties. These joint meetings will include the Mayor, City Council Members, and Fire District Commissioners. The authority of this group will be consistent with the powers and authority of the elected officials as established by law.

The purpose of the Fire Services Forum is to assist elected officials in providing for the delivery of services under the conditions of this agreement, serve as a conduit for the exchange of information and discussion of issues of mutual interest.

Forum meetings shall be in compliance with the Open Public Meetings Act, RCW 42.30. Each party shall be responsible for ensuring that the requirements of the Open Meetings Act are met. The Fire Chief and his or her designee will serve as staff support to the Forum. The responsibility of staff support is to advise the elected officials on issues concerning the fire department. The City will maintain all required records of the Forums.

VI. *Fire Chief*

The Fire Chief shall be an employee of the City under the direction of the Mayor. It is understood that the authority to hire, discipline, commend, or terminate the Fire Chief is

the Mayor's. However, inasmuch as the 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 the process of hiring, discipline, commendation, or termination of the Chief. The Mayor shall include the district commissioners, to the extent possible, in the interview process for hiring any new Chief, and shall also include the commissioners in the performance evaluation process by meeting with the district commissioners annually to provide input regarding the performance of the Fire Chief. Any input by the commissioners may be used in making decisions. The content of any discussion shall remain confidential due to the personnel nature of the discussion. The elected officials shall be notified of any significant decisions regarding the hiring, discipline, commendation, or termination of the Fire Chief prior to the information becoming public.

VII. Administration

A. General. The parties mutually agree:

- 1. To execute all documents necessary to give effect to this agreement.*
- 2. The City 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. All claims against the other party for compensation for any loss, damage, personal injury, or death occurring on consequence of the performance of this agreement are hereby waived.*
- 3. Administration of this agreement shall be the responsibility of the Mayor, under the policies of the governing bodies of the parties to this contract as set forth in the operational plan. Under the direction of the Mayor, the Fire Chief shall implement this agreement to its fullest extent necessary to provide the services identified herein.*

B. Meetings. The Fire Chief or designee shall endeavor to attend all monthly District Commissioner Board Meetings. At each meeting, the Chief or designee shall provide a Chief's report to the Board regarding the operational and administrative activities of the fire department.

The Board of Commissioners may request a meeting with the Mayor or the Mayor's representative whenever deemed necessary or required to ensure that this agreement is being administered consistent with the terms and conditions of this agreement.

C. Modifications. No modification or amendment 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, and tax reform, new county 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 of any dispute arising 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.

7. Reservation of Rights. In the event 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 on January 1, 2023, and shall end on December 31, 2027, and shall supersede and replace all existing agreements between the parties.

F. Renewal. The parties agree that eighteen (18) months prior to the expiration date, the parties will commence with good-faith negotiations on mutually acceptable renewal terms. Any subsequent agreement shall be fully negotiated, and agreement reached regarding renewal or replacement of the agreement, at least nine (9) months prior to the expiration date, unless this agreement is previously terminated as provided in Section F, below.

G. Early Termination. This agreement may be terminated prior to December 31, 2027, by either party, effective as of the end of any calendar year, upon giving written notice thereof to the other party not less than 18 months prior to the end of any calendar year.

VIII. Assets

A. Ownership and Title of Assets. All Fire Department assets used throughout the service area shall be titled in the City of Redmond. Any titles to real property, apparatus, and equipment not so vested shall be immediately transferred as part of this agreement.

B. Use and Maintenance. It is the intent of this agreement that all such facilities, properties, equipment, and items shall be used for the purpose of this agreement by the City and shall be maintained and insured on substantially the same basis as other property owned and maintained by the City. Said maintenance shall be overseen by the City's facilities maintenance division. The cost of regular and other planned maintenance shall be included in the biennial budgeting process.

1. Examples: HVAC system (over \$5,000) fails, City would initiate an emergency purchase and provide the District with an invoice.

2. Example: HVAC system (over \$5,000) needs replacement in the near future. The City will notify the District and request funds.

3. Example: HVAC system needs minor maintenance (\$500). The City covers it under the normally budgeted repair under the cost model (facility costs).

C. Surplus Property. All proceeds from surplus apparatus and equipment shall be paid into the appropriate fire department replacement fund.

D. Division of Assets upon Termination of Agreement. In the event this agreement is terminated or dissolved, in whole or in part, real property and improvements thereon shall be transferred to the jurisdiction in which the real property and improvements are located, if not titled in that jurisdiction's name. All other assets shall be divided based on the percentage which the value of the assets bear to the percentage of each party's contributions to the Department Budget averaged over the preceding five years. A third party selected by mutual agreement shall inventory and determine the value of the assets. If the City and District are unable to agree on the third party to inventory and value the assets, the dispute resolution process set forth in Paragraph VII D above

shall be utilized to select a third-party valuator or a process in which a valuator may be selected.

IX. Financing

- A. General Obligation Bonds. Each party shall be responsible for any general obligation bonds it issues or has issued for acquisition of equipment, real property, and capital improvements for the benefit of emergency services.*
- B. Fire Department Budget. The fire department budget shall be prepared and approved by the City pursuant to its biennial budget process. The budget shall include projected operational and administrative expenses for fire prevention, fire suppression, emergency medical, and other services and programs provided by the Redmond Fire Department. The budget shall also include expenses for facilities maintenance, required contributions to the equipment and apparatus replacement funds, as well as fire departments city-wide overhead costs.*
- C. District Cost for Services. The District shall pay to the City the actual costs required to fund services from District fire stations. The cost of services shall be established based on the District's proportional share of the fire department's budgeted expenses for the services provided to the District. The District's proportional share shall be calculated each year pursuant to the methodology established by the parties as detailed in the Cost of Service Model, Attachment A, and generally described as follows:*

- 1. Labor Costs: The District shall pay the fully burdened labor costs for personnel assigned to District stations. Labor costs shall be determined based on the agreed upon staffing levels. For the purposes of this agreement the minimum daily staffing level at each District station shall be three (3); One (1) officer, One (1) Driver Operator, and One (1) Firefighter. To account for planned absences (vacations and Holidays) the total required personnel necessary to maintain this minimum staffing level is thirteen (13) per staffed Station.*

Additionally, the District shall also pay the proportional share of labor costs for command, control and supervisory services provided by the on-duty Battalion Chief. The District's share shall be determined by the proportion of operational personnel assigned to District stations and the total number of allocated operational personnel.

- 2. Program Costs: The District shall pay a proportional share of the costs associated with administrative services, fire prevention and emergency preparedness programs, training, non-labor operational expenses, and equipment and apparatus replacement funding. The District's share shall be determined based on the program type and level of benefit to the District. The District's proportional share of these costs shall be as described below and further detailed in the "Program Costs" section of the Cost of Services Model.*

- (a) Administration costs: District share shall be based on its proportion of allocated operational personnel.*
 - (b) Emergency Preparedness: District share shall be 10% of City budgets emergency preparedness costs.*
 - (c) Training: The District share shall be based on the proportion of personnel assigned to District stations and the total number of allocated fire department personnel.*

- (d) *Fire Prevention: The District share shall be based on the proportion of inspectable occupancies within the District and the total number of inspectable occupancies between the City and District combined.*
 - (e) *Apparatus and Equipment Maintenance, Fuel, and Apparatus and Equipment Replacement Funding: The District share shall be based on the number, location, and use of fire department vehicles.*
 - (f) *Citywide Equipment Replacement (Fire Department Portion): District share shall be based on the proportion of allocated operational personnel.*
 - (g) *Hazardous Materials: District share shall be based on the proportion of allocated operational personnel.*
 - (h) *LEOFF 1 Post-Employment Benefits: District share shall be based on the proportion of allocated operational personnel.*
 - (i) *Peer Support Program: District share shall be based on the proportion of allocated operational personnel.*
 - (j) *PPE Testing and Repair Program: District share shall be based on the proportion of allocated operational personnel.*
 - (k) *Respiratory Protection Program: District share shall be based on the proportion of allocated operational personnel.*
 - (l) *Small Tools: District share shall be based on the proportion of allocated operational personnel.*
 - (m) *Technical Rescue Program: District share shall be based on the proportion of allocated operational personnel.*
3. *Facilities Costs: The District shall pay the budgeted direct costs for utilities and maintenance of each of its staffed stations. General maintenance and other planned repairs or improvement costs shall be determined through the biennial budgeting process and reviewed with the District annually.*
- Additionally, the District shall pay a proportional share of labor costs of the personnel assigned to perform maintenance of fire department facilities. The proportional share shall be determined by the square footage of District stations and the total square footage of all fire department facilities.*
4. *Citywide Overhead: The District shall pay a portion of the citywide overhead charged to the fire department. The District share of overhead cost shall be based on the type of overhead service and proportioned based on the number of personnel assigned to District stations as detailed in the Cost of Services Model.*
5. *Risk Premium: The District shall pay a "Risk Premium" equal to two percent of the calculated Direct Labor, Program and Facilities Costs. The risk premium shall cover unbudgeted expenses that may occur during the year.*
6. *Credits: The District shall receive the following as credits against its payments to the City:*
- That portion of King County Emergency Medical Service funds received by the City and attributable to the District.*
7. *Call Volume Adjustment: An adjustment shall be made to the calculated cost of services based on call the volume of stations that*

respond on a regular basis (more than 3%) to areas within both the City and the District. The adjustment shall be calculated based on the following methodology:

One half of the calculated labor cost of each station that regularly responds to areas within both jurisdictions shall be divided between the City and District based on the prior three-year average percentage of calls for service which each jurisdiction receives from a particular station. The net calculated share of divided labor costs of all stations that regularly respond to both jurisdictions shall be used to adjust the total cost of services.

Exceptions:

No adjustment shall be made that adds additional cost for services to the District provided it maintains three operational fire stations.

Where no historical call volume data exists, such as for station changes (openings and closures) cost sharing shall be based on projected call volume data developed by the Fire Department and then adjusted according to actual call volume data collected over the subsequent three-year period.

- D. District Budget. In a separate budget, the District shall provide for payment of employee salaries and expenses of the commissioners, the cost of state examinations, elections, capital improvements and major repairs, and other expenses specific 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.*
- E. The City shall provide the District with an estimate of the upcoming annual cost for services as calculated the Cost of Services Model to the District by October 1. The presentation of the estimated annual cost will include an overview of the budget detailing any significant increase or decrease in specific areas of the budget that may affect the total cost of services. The City shall provide the actual cost of services as soon as such costs are known, but in no event later than November 15.*

X. Capital Improvements

- A. The parties shall be responsible for all capital improvements and non-budgeted major repairs to fire stations and other fire department facilities located within their respective jurisdictions.*
- B. For the purposes of this agreement a capital improvement shall be defined as the addition of a permanent structural change or the restoration of some aspect of a property that will either enhance the property's overall value, prolong its useful life, or adapt it to new uses.*

XII. Insurance

The District shall maintain liability insurance. The City shall maintain liability property and casualty insurance on all personnel, facilities, apparatus, and other assets as needed and shall include each other as a named additional insured. The City shall provide proof of insurance to the District when requested.

XIII. Severability

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

XIV. 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 City of Redmond shall be sent as follows:

City of Redmond
Attn: Mayor
15670 N.E. 85th Street
P.O. Box 97010
M/S 4NEX
Redmond, WA 98073-9710

B. Notice to Fire District 34 shall be sent as follows:

King County Fire District 34
Attn: Chairperson
8450 – 161st Avenue N.E.
Redmond, WA 98052

XV. 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 section VII D above. Any such action shall be brought in the Seattle Division of King County Superior Court.

Dated this 19th day of August, 2022.

King County Fire Protection District 34

City of Redmond, Washington

Thomas Johnston, Chair

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Charles Corder (Mayor Designee)

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Angela Birney, Mayor

James Jensen, Commissioner

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Cheryl Xanthos

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Cheryl D. Xanthos, City Clerk

Jerry Nuernberger, Commissioner

Approved By:



Kinnon W. Williams, District Attorney

Approved By:

DocuSigned by:



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James Haney, City Attorney