

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 13-A148	Interlocal Agreement with Puget Sound Regional Fire Authority (PSRFA) to provide fire protection, fire suppression and emergency services
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**Term:** 01/01/2014 – 12/31/2033

**Reference to:** AB 4990      **Approved:** August 2014

**Department/Contact:** City Manager's Office

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
<b>Amendments:</b>	1		01/01/2014	Original Agreement: ILA with Kent Fire Dept Regional Fire Authority (RFA) to provide fire protection, fire suppression and emergency services
	2		03/17/2014	MOU – RE: Personal Property Value and Accrued Leave Value; RFA to pay \$260,188.74
	3		08/31/2018	First Amended and Restated Interlocal Agreement
	4		01/04/2024	Second Amended and Restated Interlocal Agreement

**Comments:** \_\_\_\_\_

**Retain this record until after:** 10 Years After Termination

**Date Reviewed by Records Manager:** 01112024

## INTERLOCAL AGREEMENT

This Agreement is entered into between KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 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 RFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for Kent Fire Department Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.

### 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 Kent Fire Department Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the RFA.
- (e) "Material Breach" shall be defined as either:
  - (i) The RFA's failure to provide Services at the Level specified in Section 3;
  - (ii) The City'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)

- (f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the RFA pursuant to this Agreement or that are purchased by the RFA with City funds or from the Contract Reserve Fund.

## 2. TERM, RENEWALS AND TERMINATION.

- 2.1. Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on January 1, 2014 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1<sup>st</sup> shall be referred to as the "Anniversary Date."
- 2.2. Renewals.** The parties agree that eighteen (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 December 31, 2032.
- 2.3. Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be effective January 1, 2014 through December 31, 2016 and, subject to the termination provision below, shall automatically renew for additional one-year terms. No sooner than January 1, 2015, either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (1) one year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31<sup>st</sup> of the year following the year the notice is given.
- 2.4. Voluntary Termination.**
- (a) **No Termination within First Five Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, neither party may terminate this Agreement within the first five years following the Commencement Date except for a Material Breach (Paragraph 2.4).
- (b) **Voluntary Termination.** No sooner than January 1, 2019 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) 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 2018 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, 2019 for termination to be effective as of January 1, 2021.
- 2.5. 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 ninety (90) 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 Paragraph 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 twelve (12) months after the expiration of the Cure Period (the "Wind Up Period"); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City'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 City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

### **3. SERVICES PERFORMED BY THE RFA FOR THE CITY**

**3.1. Fire Suppression Services.** The RFA shall furnish fire suppression services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City 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 Medical Services.** The RFA shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City 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 for Fire Suppression and Emergency Medical Services.** The RFA shall maintain the following minimum staffing levels to support Fire

Suppression and Emergency Medical Services within the City during the term of this Agreement.

**(i) Station 45 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(ii) Station 46 Minimum Staffing.** One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

**(iii) Station 47 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(iv) Minimum Staffing.** For purposes of this Agreement, the parties agree that the Kent RFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and 47 to maintain minimum staffing at each worksite.

**(b) Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The RFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel, at the following levels that exist as of the date this contract was negotiated:

**(i) Fire Emergencies.** Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

**(ii) Advanced Life Support Medical Emergencies:** Eight minutes for ninety percent of all ALS incidents evaluated on a rolling twelve month period.

**(iii) Basic Life Support and Effective Response Force:** Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

**(c) Adjustments to Staffing Levels or Standards of Response Coverage.** The RFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the RFA shall provide the City with advance notice of any permanent increase or decreases in the Standards of Response Coverage affecting the City. In the event of a decrease the RFA shall explore with the City options for avoiding the decrease.

**3.3. Fire Prevention Services (Code Enforcement and Public Education Services).** The RFA agrees to perform Fire Prevention Services for the City as follows:

**(a) See EXHIBITS B and E.**

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the RFA as the City's Fire Chief, and the RFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

(c) All records relating to the provision of Fire Prevention Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

**3.4. Fire Investigation Services.** The RFA agrees to perform Fire Investigation Services for the City as follows:

(a) See **EXHIBIT C**.

(b) All records relating to the provision of Fire Investigation Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

**3.5. Emergency Management Services.**

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing and staffing Emergency Management Services in the City but the RFA shall provide support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.

(b) **Emergency Coordination Center Staffing.** The City will permit the RFA to assign a designate RFA staff member to the Emergency Coordination Center during periods in which the Emergency Coordination Center is activated.

(c) All records relating to the provision of Emergency Management Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

**3.6. Information Technology.** The RFA will provide its own information technology services.

#### **4. PAYMENT FOR SERVICES.**

**4.1. Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the RFA the amounts determined under **EXHIBIT A**. The RFA shall

provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.

- 4.2. **Failure to Submit Invoice.** The failure of the RFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the City's obligation to pay for the services; provided that the failure of the RFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the parties.
- 4.3. **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 City.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration 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 TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the RFA the real property and improvements identified in **EXHIBIT F** "Real Property" for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Paragraph 5.2.
- 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 Paragraph 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 cost in excess of \$1,000.00. The City and the RFA shall share equally in the cost of such repairs, provided the RFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

- (c) **Utilities.** The RFA shall be responsible for payment of all utilities serving the property.
  - (d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the RFA by the City at an annual cost of \$73,500 (2014 value). The cost shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June. Yard maintenance service will not be provided by the City and will be the responsibility of the Kent RFA.
  - (e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.
  - (f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 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 City and the City shall assume full responsibility for the Real Property.
- 5.3. Personal Property.** The RFA shall purchase from the City the personal property identified in a schedule separate from this Agreement for the estimated amount of \$1,146,021 "Personal Property." The actual cost of the personal property shall be determined on January 1, 2014 "Personal Property Value."
- (a) **Title.** The City and the RFA shall work cooperatively to execute all necessary documents to transfer title to all transferred titled personal property.
  - (b) **Condition of Property.** The RFA agrees to accept the personal property in "as is" condition subject to any applicable warranties.
  - (c) **Service and Maintenance Records.** The City shall provide the RFA with all applicable service and maintenance records, shop manuals and other documents related to the transferred personal property.
  - (d) **Warranty Transfers.** The City shall transfer all transferable warranties applicable to the transferred property. In the event a warranty claim may only be made by the City, the City agrees to cooperate with the RFA and use its best efforts to enforce such warranties.
- 5.4. Capital Purchases.** The RFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.



**5.5. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT H** shall govern the retention and disclosure of any records of one party held by the other.

**5.6. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.

**(a) Identification of Personal Property.** The RFA shall sell back to the City any Personal Property transferred to the RFA on January 1, 2014 as provided in Paragraph 5.6(b). The RFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the RFA on the Termination Date.

**(b) Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the RFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.

**(c) SeaTac Capital Facilities Fund.** The RFA shall transfer to the City the entire balance of the RFA's "Contract Reserve Fund" on the effective date of termination.

**(d) City Responsibility for Salary Savings Program.** In the event any former City employees identified on **EXHIBIT G** are receiving payments pursuant to the Salary Savings Program established under the Kent RFA CBA, the City shall reimburse the Kent RFA for the full value of all remaining costs of the Program for those employees.

**(e) City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 RFA employees employed to meet the City's minimum staffing requirement that are laid off by the RFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.7. Provided, however, the RFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3.

**5.7. Reserve Apparatus Leasing.** In lieu of retaining a second reserve engine as part of the SeaTac Fire Vehicles and Apparatus, the City agrees that it may be required to lease a reserve engine from the RFA in accordance with the following terms. In the event two or more SeaTac Fire Vehicles and Apparatus engines are out of service simultaneously with one engine out of service due to an emergency breakdown or unscheduled repair for more than fourteen calendar days, the City will lease a suitable reserve apparatus from the RFA at the Washington State Fire Chief Rate Schedule until such time as only one engine is out of service.

**5.8. Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the RFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the RFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The RFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

## **6. EMPLOYEE TRANSFERS.**

**6.1. City Employees to become RFA Employees.** The RFA shall become the employer of those employees of the City identified in **EXHIBIT G**.

**6.2. Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party's employees. The Kent Fire Fighters Local 1747, I.A.F.F. "RFA Union" and the SeaTac Fire Fighters Local 2919, I.A.F.F. "SeaTac Union" have approved an Memorandum of Understanding under which the SeaTac fire fighters will be integrated into the RFA Union. The approval of this Interlocal Agreement by the City and the RFA will constitute each parties approval of the terms and conditions of the MOU.

**6.3. Accrued Employee Leave Balances.** The City shall pay to the RFA the full amount of SeaTac Employee Leave Balances excluding the value of accrued compensatory time, existing on December 31, 2013 "Employee Leave Balances." The amount shall be paid as follows: The value of the Employee Leave Balances shall be reduced by the Personal Property Value established under Paragraph 5.3. The resulting amount

shall be paid in two equal payments one due on February 1, 2014 the second due on February 1, 2015.

- 6.4. City LEOFF I Responsibility.** The City will retain the liability for retired LEOFF 1 City Fire Department FTE's to include medical and long term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures.
- 6.5. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the RFA harmless from any and all demands, claims or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to January 1, 2014.
- 6.6. Civil Service.** The City Employees transferred to the RFA shall be subject to the RFA's Civil Service Commission under Chapter 41.08 RCW.
- 6.7. Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the RFA as a result of the termination consistent with the following provisions:

  - (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the RFA determines that it must lay off employees, the RFA shall first layoff, and the City shall rehire, all RFA personnel that were employed by the City of SeaTac on December 31, 2013.
  - (b) If the RFA determines that additional personnel will need to be laid off, the RFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
  - (c) In the event the RFA determines that additional employees must be laid off by the RFA, the RFA shall lay off the RFA employee's with the lowest seniority and the City shall offer employment to all laid off RFA employees before hiring other employees.
  - (d) If the termination date is on or after January 1, 2029, and if the RFA determines that represented personnel will need to be laid off, the RFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the RFA determines that additional employees are laid off by the RFA, the RFA shall lay off the RFA employee's with the lowest seniority and the City shall offer employment to all laid off RFA employees before hiring other employees.
  - (e) If the City does not reestablish its Fire Department, the RFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.

## 7. OVERSIGHT AND ADMINISTRATION.

- 7.1. **Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the RFA Governance Board.
- 7.2. **Administration of Agreement.** 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 City Manager of the City of SeaTac and the RFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the RFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement and may, at the Committee's option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Paragraph 12.
- 7.3. **Monthly Meetings.** The RFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the RFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The RFA will provide a City Liaison (appointed by the RFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year beginning 2015.

## 8. EXISTING AGREEMENTS.

- 8.1. **Mutual and Automatic Aid Agreements.** The RFA shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the RFA will represent the City's interests and shall be signatory to the agreements.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1. 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.

## 10. INSURANCE.

- 10.1. SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. Kent RFA Insurance.** The RFA shall provide insurance coverage for 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 SeaTac appropriate documentation showing that such coverage is in effect. The City of SeaTac recognizes that the RFA is a member of a governmental insurance Pool and the RFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the RFA.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. Independent Governments.** The parties recognize and agree that the RFA and the City 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.
- 11.2. 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.
- 11.3. Debts and Obligations.** Neither the City 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.
- 11.4. 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 internal political boundaries and to determine the exact method by which the Services described this Agreement are provided within the RFA and within the City.

## 12. DISPUTE RESOLUTION.

- 12.1.** Prior to any other action, the City Manager and the RFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** 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.

- 12.3. 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.
- 12.4. 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.

### 13. MISCELLANEOUS

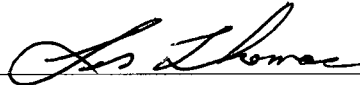
- 13.1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the RFA owes to the 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.
- 13.3. **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.
- 13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. **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.
- 13.6. **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.

- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.
- 13.12. 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, 2014.

**RFA:**

Kent Fire Department  
Regional Fire Authority:

By: 

Print Name: Les Thomas  
Its CHAIR

DATE: 9-4-2013

**CITY:**

City of SeaTac:

By: 

Print Name: Todd Cutts  
Its City Manager

DATE: 10/29/13

**NOTICES TO BE SENT TO:**

Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

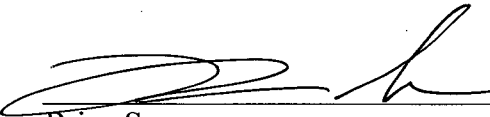
(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)

**NOTICES TO BE SENT TO:**

Attn: Todd Cutts  
City Manager

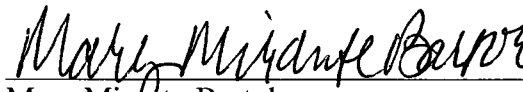
(206) 973-4800 (telephone)  
(206) 973-4819 (facsimile)

**APPROVED AS TO FORM:**



Brian Snure,  
Attorney for RFA

**APPROVED AS TO FORM:**



Mary Mirante-Bartolo  
City Attorney



## EXHIBIT A

### PAYMENT FOR SERVICES

- 1. Actual Labor Costs.** The City shall pay to the RFA the actual Labor costs required to fund minimum staffing at the City's three fire stations. For purposes of the this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1<sup>st</sup> 2013 the Kent RFA will establish a budgeted labor cost for calendar year 2014. The City will pay this amount for services rendered in 2014. The Kent RFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2014 services no later than February 15, 2015.*
- 2. Operation Costs.** The City shall pay to the RFA, in 2014, \$914,193.00 for operation costs including costs of equipment maintenance, training, logistics, supplies, etc. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 3. Administrative Costs.** The City shall pay to the RFA in 2014 \$914,193.00 for administrative costs including cost of management staff. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 4. Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the Kent RFA will require specific capital contributions. In 2014, the City shall pay \$460,000 to the Kent RFA to be placed in a restricted "Contract Reserve Fund" to be used by the Kent RFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year subsequent to 2014, the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 5. Public Education Costs.** The City shall pay the Kent RFA the set amount of \$57,500 to provide public information officer and public education services identified in **EXHIBIT E**, and, if requested in writing by the City on or before October 1<sup>st</sup> of the prior year, \$10,000 to publish a semi-annual newsletter to City residents. On January 1 of each year subsequent to 2014, the costs shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 6. Fire Prevention Costs.** The City will pay the set amount of \$50,000 for Fire Marshal Services to support fire prevention services in the City of SeaTac. The services provided are identified in **EXHIBIT B**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

7. **Fire Investigation Costs.** The City will pay the set amount of \$30,500 per year to support fire investigation services in the City of SeaTac. The services to be provided are identified in **EXHIBIT C**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
  
8. **Emergency Management Costs.** The City will pay the set amount of \$74,059.20 per year (0.75 FTE) for qualified Kent RFA staff persons to provide the services identified in **EXHIBIT D**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

## EXHIBIT B

### FIRE PREVENTION SERVICES

1. **Fire Prevention Administration Services Provided to City.** The RFA shall provide the following Fire Prevention Administration Services to the City:
  - a. Direct the management and supervision of Fire Prevention Division personnel;
  - b. Administer Fire and Life Safety Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
  - c. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - d. Creation and development of forms, letters, and other documents to assist in the application of codes.
  - e. Provide interpretations of fire codes.
  - f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by the codes.
  - g. Provide for public access to the Fire and Life Safety Division.
  - h. Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
  - i. Document management within the Fire and Life Safety Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - j. Permit process activities within the Fire and Life Safety Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - k. Issue, Print and mail or deliver fire code permits.
  - l. Process code complaints or inquiries from the public to include data entry, file creation, and routing of information.
  - m. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.

- n. Ensure performance of all duties necessary in order to enforce the fire codes.
  - o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City.
  - p. Review and sign voluntary correction agreements.
  - q. Perform all other tasks related to the provision of Fire Prevention Administration Services.
- 2. Fire Prevention Code Enforcement Services Provided to City.** The RFA shall provide the following Fire Prevention Code Enforcement Services to the City:
- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as needed.
  - b. Inspect businesses that are required to have fire code permit(s).
  - c. Investigate and resolve public fire code violation complaints or inquiries. Coordinate with the City's Building Division and Code Enforcement on code violations or complaints.
  - d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13 .150.
  - e. Manage special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
  - f. Approval and review of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
  - h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services. Provide fire prevention code enforcement services when City staff is unavailable or unable to provide these services.
- 3. Fire Prevention Development Services Provided to City.** The RFA shall provide the following Fire Prevention Development Services to the City:
- a. Management of the Knox/Supra rapid entry program.
  - b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the

City's time frames (minimum of two weeks) and through close coordination the Director of Community and Economic Development (CED) and other City departments

- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - e. Approve of hydrant placement on public and private projects.
  - f. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
  - g. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
  - h. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
  - i. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public.
  - j. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
  - k. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions.
- 4. Fire Prevention Services Staff Dedicated to City.** The RFA will staff the followings positions for the provision of Fire Prevention Services to the City, including:
- a. A Fire Division Chief/Fire Marshal on a .25 FTE basis.
  - b. .78 FTE to provide operational permit inspection services and development services.

- c. It is recognized that the City is paying for Fire Prevention Services at the above-stated staffing levels, and the RFA acknowledges that it will provide the level of service identified in this Exhibit.
5. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
6. **Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshall/Fire Code Official shall provide reports to the City Manager as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
7. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

**EXHIBIT C**  
**FIRE INVESTIGATION SERVICES**

1. **Services Provided to City.** The RFA shall provide the following Fire Investigation Services to the City:
  - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
  - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
  - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
  - d. Identify juvenile fire setters and coordinate intervention and counseling.
  - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
  - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
  - g. Participate in regional and state fire investigative organizations and activities.
  - h. Perform all other tasks related to providing Fire Investigation Services.
2. **Commissioned Investigators.** Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. **Uniformed Police Officer When Arrest Made.** Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. **Fire Deaths or severe injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The RFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the RFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the RFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
  - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
  - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.



**EXHIBIT D**  
**EMERGENCY MANAGEMENT SERVICES**

**1. Emergency Management Services Staff Dedicated to City.** The RFA will provide one .75 FTE staff member to assist the City with the following Emergency Management Services:

**a. Compliance issues:**

- i. Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current SeaTac CEMP is on file with Washington Emergency Management Division (WA EMD)
- ii. Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council
- iii. Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD
- iv. Monitor, manage and ensure that all City of SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

**b. Daily activities:**

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

**c. Work Station:**

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

**EXHIBIT E**  
**PUBLIC EDUCATION SERVICES**

1. **Public Education Services Provided to City.** The RFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
  - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
  - iii. Support and participation in providing tours of the fire stations.
  - iv. Providing of CPR and First Aid classes.
  - v. Support and participation in the bicycle and life jacket program.
  - vi. Support and participation in smoke detector program.
  - vii. Public Information Officer at emergency scenes as needed.
  - viii. Provide live fire demonstrations for special events.
  - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

**EXHIBIT F**  
**REAL PROPERTY**

**Station 45**

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK 5 ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 85, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND LESS COUNTY ROAD;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS , PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

Tax Parcel No. 344500-0019

**Station 46**

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

Tax Parcel No. 443500-0195

**Station 47**

THE NORTH 200 FEET OF LOT 2, BLOCK 1, THIRD ADDITION TO ADAMS HOME TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON

Tax Parcel No. 004300-0009

**EXHIBIT G  
EMPLOYEES TRANSFERRED**

<b>Name</b>	<b>Hire Date</b>		<b>Name</b>	<b>Hire Date</b>
1. Mark J. Hill	01/12/81		Brian Wiwel*	
2. John T. Madson	01/12/81		Mary Ann Cromwell*	
3. Loren T. Williamson	01/12/81		Tina Williamson*	
4. Thomas G.M. Betenson	03/16/81		Kevin Varao*	
5. Ronald A. Wieland*	07/12/82			
6. Gregory T. Bolender	07/25/82			
7. Jeffrey Richardson	01/12/86			
8. Lawton R. Montgomery	05/08/88			
9. Todd L. Plumb	05/08/88			
10. Patrick Dahl	10/02/89			
11. Travis J. Butcher	10/02/89			
12. John D. Gallup, IV	03/01/90			
13. Michael V. Anthony	12/19/90			
14. Donald W. Nelson	02/11/91			
15. Daniel T. Flood	02/11/91			
16. Richard L. Fetherston	02/11/91			
17. Michael P. Nichols	02/11/91			
18. Fred Johnson	02/11/91			
19. David W. Little	02/11/91			
20. Keven E. Rojecki	02/11/91			
21. Timothy A. Martinsen*	02/11/91			
22. Matthew J. Tarabochia	02/16/92			
23. John A. Wilkins, Jr.	02/16/92			
24. Shane D. Skladany	02/16/92			
25. Cordell T. Council	02/16/92			
26. Richard R. Knight	03/01/92			
27. Brian R. Carson	10/01/92			
28. Michael D. Hawkins	10/01/92			
29. Joseph M. Catlin	10/01/92			
30. Charles Walle	02/24/94			
31. Matthew B. Bailie	02/01/96			
32. Shawn Dailey	06/17/96			
33. Paul R. Figel	07/28/97			
34. Bryan M. Rozewski	01/11/00			
35. Janet L. Williams	07/16/01			
36. Derek L. Frazier	11/01/02			
37. Elias Hudson	02/10/04			
38. Earl Bush	02/10/04			
39. Jeremy Krakosky	02/10/04			
40. Adam Renn	02/01/05			
41. Brian Longley	02/01/05			
42. Jason Breidenbach	02/01/05			
43. Christian Clausnitzer	05/03/05			
44. Brandon Phillips	05/01/06			
45. Jeromy Waddell	08/04/09			
46. Vacant		*Not part of the 44 minimum staffing positions.		

## EXHIBIT H

### RECORDS MANAGEMENT

#### 1.1. Record Ownership.

- (a) RFA records "RFA Records" shall include:
  - (i) all records prepared, owned, used, or retained by the RFA related to the performance of its statutory and contractual duties.
  - (ii) all City Records actually received by the RFA pursuant to the this Interlocal.
- (b) City records "City Records" shall include:
  - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the RFA to the City.
- (c) The parties recognize that physical custody of RFA Records or City Records is not determinative of whether the records are RFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the RFA will be the primary record custodian of all RFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the RFA and some RFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the RFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party's Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request "Receiving Party" will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- (c) The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party

receives payment for the copies the Receiving Party shall forward such payment to the other party.

- (d) The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- (e) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

## FIRST AMENDED AND RESTAED INTERLOCAL AGREEMENT

This Agreement is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "PSRFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the PSRFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The PSRFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for Puget Sound Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.
4. This Agreement represents a complete restatement of the Parties' January, 2014 Interlocal Agreement.

### 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) "PSRFA" shall mean Puget Sound Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the PSRFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the PSRFA.
- (e) "Material Breach" shall be defined as either:
  - (i) The PSRFA's failure to provide Services at the Level specified in Section 3;
  - (ii) The City'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)

(f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the PSRFA pursuant to this Agreement or that are purchased by the PSRFA with City funds or from the Contract Reserve Fund.

## 2. TERM, RENEWALS AND TERMINATION.

2.1. **Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on January 1, 2014 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1<sup>st</sup> shall be referred to as the "Anniversary Date."

2.2. **Renewals.** The parties agree that eighteen (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 December 31, 2032.

2.3. **Review.** At a minimum, the parties will review this Agreement on a biennial basis during the first and second quarter of even years, starting 2020, and recommendations for any amendments will be made to each party's legislative body for adoption.

2.4. **Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be subject to the termination provisions established in this Section. Either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (2) two year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31st of the year following 24 months after the notice is given.

### 2.5. Voluntary Termination.

(a) **No Termination within First Five Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, neither party may terminate this Agreement within the first five years following the Commencement Date except for a Material Breach (Paragraph 2.4).

(b) **Voluntary Termination.** No sooner than January 1, 2019 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) 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 2018 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, 2019 for termination to be effective as of January 1, 2021.

**2.6. 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 ninety (90) 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 Paragraph 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 twelve (12) months after the expiration of the Cure Period (the “Wind Up Period”); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City’s failure to make the Contract Payment or the PSRFA’s failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the PSRFA is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

### **3. SERVICES PERFORMED BY THE PSRFA FOR THE CITY.**

**3.1. Fire Suppression Services.** The PSRFA shall furnish fire suppression services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which the PSRFA 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 PSRFA.

**3.2. Emergency Medical Services.** The PSRFA shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which

the PSRFA 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 PSRFA.

**(a) Level of Service for Fire Suppression and Emergency Medical Services.** The PSRFA shall maintain the following minimum staffing levels to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement.

**(i) Station 45 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(ii) Station 46 Minimum Staffing:**

**(ii.1) Station/Engine 46:** One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

**(ii.2) Engine 47 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(iii) Minimum Staffing.** For purposes of this Agreement, the parties agree that the PSRFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and Engine 47 to maintain minimum staffing at each worksite.

**(b) Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The PSRFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel in accordance with the latest "Standards of Cover" document. The following levels exist as of the date this contract was negotiated:

**(i) Fire Emergencies.** Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

**(ii) Basic Life Support (BLS) and Effective Response Force:** Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

**(c) Adjustments to Staffing Levels or Standards of Response Coverage.** The PSRFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the PSRFA shall provide the City with advance notice of any permanent increase or decrease of more than 72 hours of staff time in the Standards of Response Coverage affecting the City. In the event of a decrease the PSRFA shall explore with the City options for avoiding the decrease.

**3.3. Community Risk Reduction Services.** The PSRFA agrees to perform Fire Prevention Services for the City as follows:

(a) Community Risk Reduction Services as outlined in **EXHIBIT B** and Public Education Services as outlined in **EXHIBIT E**.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the PSRFA as the City's Fire Chief, and the PSRFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the PSRFA and the PSRFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

(c) All records relating to the provision of Fire Prevention Services, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.4. Fire Investigation Services.** The PSRFA agrees to perform Fire Investigation Services for the City as follows:

(a) Fire Investigation Services as outlined in **EXHIBIT C**.

(b) All records relating to the provision of Fire Investigation Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.5. Emergency Management Services.**

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing Emergency Management Services in the City. The PSRFA shall provide staffing support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.

(b) **Emergency Coordination Center Staffing.** The City will permit the PSRFA to assign a designated PSRFA staff member to the Emergency Coordination Center during periods in which the Emergency Coordination Center is activated.

(c) All records relating to the provision of Emergency Management Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.6. Information Technology.** The PSRFA will provide its own information technology services.

#### 4. PAYMENT FOR SERVICES.

- 4.1. **Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the PSRFA the amounts determined under **EXHIBIT A**. The PSRFA shall provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.
- 4.2. **Failure to Submit Invoice.** The failure of the PSRFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the City's obligation to pay for the services; provided that the failure of the PSRFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the parties.
- 4.3. **PSRFA Charges Under RCW 52.30.020.** The PSRFA 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 owing real property or improvements within the City.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration 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 TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the PSRFA the real property and improvements identified in **EXHIBIT F** "Real Property" for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Paragraph 5.2.
- 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 Paragraph 5.2.b. The PSRFA 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 cost in excess of \$1,000.00. The City and the PSRFA shall share equally in the cost of such repairs, provided the PSRFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by

100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.

- (c) **Utilities.** The PSRFA shall be responsible for payment of all utilities serving the Real Property.
- (d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W. Yard maintenance service will not be provided by the City and will be the responsibility of the PSRFA.
- (e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.
- (f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2, the Lease Agreements for the Real Property shall be terminated effective on the date the PSRFA is no longer responsible for providing services to the City and the City shall assume full responsibility for the Real Property.

**5.3. Personal Property.** The PSRFA shall purchase from the City the personal property identified in a schedule separate from this Agreement for the estimated amount of \$1,146,021 "Personal Property." The actual cost of the personal property shall be determined on January 1, 2014 "Personal Property Value."

- (a) **Title.** The City and the PSRFA shall work cooperatively to execute all necessary documents to transfer title to all transferred titled personal property.
- (b) **Condition of Property.** The PSRFA agrees to accept the personal property in "as is" condition subject to any applicable warranties.
- (c) **Service and Maintenance Records.** The City shall provide the PSRFA with all applicable service and maintenance records, shop manuals and other documents related to the transferred personal property.
- (d) **Warranty Transfers.** The City shall transfer all transferable warranties applicable to the transferred property. In the event a warranty claim may only be made by the City, the City agrees to cooperate with the PSRFA and use its best efforts to enforce such warranties.

**5.4. Capital Purchases.** The PSRFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.

- 5.5. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT H** shall govern the retention and disclosure of any records of one party held by the other.
- 5.6. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.
- (a) Identification of Personal Property.** The PSRFA shall sell back to the City any Personal Property transferred to the PSRFA on January 1, 2014 as provided in Paragraph 5.6(b). The PSRFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the PSRFA on the Termination Date.
  - (b) Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the PSRFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.
  - (c) SeaTac Capital Facilities Fund.** The PSRFA shall transfer to the City the entire balance of the PSRFA's "Contract Reserve Fund" on the effective date of termination.
  - (d) City Responsibility for Salary Savings Program.** In the event any former City employees identified on **EXHIBIT G** are receiving payments pursuant to the Salary Savings Program established under the PSRFA CBA, the City shall reimburse the PSRFA for the full value of all remaining costs of the Program for those employees.
  - (e) City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 PSRFA employees employed to meet the City's minimum staffing requirement that are laid off by the PSRFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.7. Provided, however, the PSRFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3.
- 5.7. Reserve Apparatus Leasing.** In lieu of retaining a second reserve engine as part of the SeaTac Fire Vehicles and Apparatus, the City agrees that it may be required to lease

a reserve engine from the PSRFA in accordance with the following terms. In the event two or more SeaTac Fire Vehicles and Apparatus engines are out of service simultaneously with one engine out of service due to an emergency breakdown or unscheduled repair for more than fourteen calendar days, the City will lease a suitable reserve apparatus from the PSRFA at the Washington State Fire Chief Rate Schedule until such time as only one engine is out of service.

**5.8. Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the PSRFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the PSRFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The PSRFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

## **6. EMPLOYEE TRANSFERS.**

**6.1. City Employees to become PSRFA Employees.** The PSRFA shall become the employer of those employees of the City identified in **EXHIBIT G**.

**6.2. Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party's employees. The Kent Fire Fighters Local 1747, I.A.F.F. "PSRFA Union" and the SeaTac Fire Fighters Local 2919, I.A.F.F. "SeaTac Union" have approved an Memorandum of Understanding under which the SeaTac fire fighters will be integrated into the PSRFA Union. The approval of this Interlocal Agreement by the City and the PSRFA will constitute each parties approval of the terms and conditions of the MOU.

**6.3. Accrued Employee Leave Balances.** The City shall pay to the PSRFA the full amount of SeaTac Employee Leave Balances excluding the value of accrued compensatory time, existing on December 31, 2013 "Employee Leave Balances." The amount shall be paid as follows: The value of the Employee Leave Balances shall be reduced by the Personal Property Value established under Paragraph 5.3. The resulting amount shall be paid in two equal payments one due on February 1, 2014 the second due on February 1, 2015.

- 6.4. City LEOFF I Responsibility.** The City will retain the liability for retired LEOFF 1 City Fire Department FTE's to include medical and long term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures.
- 6.5. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the PSRFA harmless from any and all demands, claims or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to January 1, 2014.
- 6.6. Civil Service.** The City Employees transferred to the PSRFA shall be subject to the PSRFA's Civil Service Commission under Chapter 41.08 RCW.
- 6.7. Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the PSRFA as a result of the termination consistent with the following provisions:
- (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the PSRFA determines that it must lay off employees, the PSRFA shall first layoff, and the City shall rehire, all PSRFA personnel that were employed by the City of SeaTac on December 31, 2013.
  - (b) If the PSRFA determines that additional personnel will need to be laid off, the PSRFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
  - (c) In the event the PSRFA determines that additional employees must be laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (d) If the termination date is on or after January 1, 2029, and if the PSRFA determines that represented personnel will need to be laid off, the PSRFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the PSRFA determines that additional employees are laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (e) If the City does not reestablish its Fire Department, the PSRFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.



## 7. OVERSIGHT AND ADMINISTRATION

- 7.1. **Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the PSRFA Governance Board.
- 7.2. **Administration of Agreement.** 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 City Manager of the City of SeaTac and the PSRFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the PSRFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement and may, at the Committee’s option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Paragraph 12.
- 7.3. **Monthly Meetings.** The PSRFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the PSRFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The PSRFA will provide a City Liaison (appointed by the PSRFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The PSRFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year.

## 8. EXISTING AGREEMENTS.

- 8.1. **Mutual and Automatic Aid Agreements.** The PSRFA shall assume the City’s contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the PSRFA will represent the City’s interests and shall be signatory to the agreements.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1. 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.

## 10. INSURANCE.

- 10.1. SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. PSRFA Insurance.** The PSRFA shall provide insurance coverage for all equipment and personnel of the PSRFA. 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 PSRFA shall furnish to SeaTac appropriate documentation showing that such coverage is in effect. The City of SeaTac recognizes that the PSRFA is a member of a governmental insurance Pool and the PSRFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the PSRFA.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. Independent Governments.** The parties recognize and agree that the PSRFA and the City 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.
- 11.2. 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.
- 11.3. Debts and Obligations.** Neither the City nor the PSRFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.
- 11.4. Assignment of Resources.** The PSRFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to internal political boundaries and to determine the exact method by which the Services described this Agreement are provided within the PSRFA and within the City.

## 12. DISPUTE RESOLUTION.

- 12.1.** Prior to any other action, the City Manager and the PSRFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** 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.

- 12.3. 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.
- 12.4. 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.

### 13. MISCELLANEOUS.

- 13.1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the PSRFA 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.
- 13.3. **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.
- 13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. **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.
- 13.6. **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.

- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.
- 13.12. 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 and shall be effective on the date of the last signature below.

**PSRFA:**

**CITY:**

Puget Sound Regional Fire Department  
Regional Fire Authority:

City of SeaTac:

By: 

By: 

Print Name: Matthew L. Moores  
Its: FIRE CHIEF

Print Name: Joseph Scorcio  
Its: CITY MANAGER

DATE: 8-31-18

DATE: 8-29-18

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

Attn: City Manager  
4800 S 188<sup>th</sup> Street  
SeaTac, WA 98188

(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)


(206) 973-4800 (telephone)  
(206) 973-4819 (facsimile)

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**



Brian Snure  
Attorney for PSRFA



Mary E. Mirante Bartolo  
City Attorney

## EXHIBIT A

### PAYMENT FOR SERVICES

1. **Actual Labor Costs.** The City shall pay to the PSRFA the actual Labor costs required to fund minimum staffing at the City's two fire stations. For purposes of this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1<sup>st</sup> 2013 the PSRFA will establish a budgeted labor cost for calendar year 2014. The City will pay this amount for services rendered in 2014. The PSRFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2014 services no later than February 15, 2015*
2. **Administration Salary and Benefits Costs.** . The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, which is \$1,148,186. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
3. **Recurring Costs.** The City and the PSRFA have calculated a new 2018 baseline budget for Recurring Costs, which is \$913,228. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
4. **Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the PSRFA will require specific capital contributions. In 2014, the City shall pay \$460,000 to the PSRFA to be placed in a restricted "Contract Reserve Fund" to be used by the PSRFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year subsequent to 2014, the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.
5. **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

## EXHIBIT B

### COMMUNITY RISK REDUCTION SERVICES

- 1. Community Risk Reduction Administration Services Provided to City.** The PSRFA shall provide the following Fire Prevention Administration Services to the City:
  - a. Manage and supervise Community Risk Reduction Division personnel.
  - b. Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
  - c. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - d. Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
  - e. Interpretations of fire codes.
  - f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
  - g. Provide for public access to the Fire and Life Safety Division.
  - h. Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
  - i. Document management within the Community Risk Reduction Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - j. Permit process activities within the Community Risk Reduction Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - k. Issue, print and mail or deliver fire code permits.
  - l. Resolve code complaints or inquiries from the public to include data entry, file creation, and routing of information. Review and sign voluntary correction agreements.
  - m. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.

- n. Ensure performance of all duties necessary in order to enforce the fire codes.
  - o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
  - p. Perform all other tasks related to the provision of Risk Reduction Administration Services.
- 2. Fire Prevention Code Enforcement Services Provided to City.** The PSRFA shall provide the following Fire Prevention Code Enforcement Services to the City:
- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as need.
  - b. Inspect businesses that are required to have fire code permit(s).
  - c. Investigate and resolve fire code violation complaints or inquiries, which includes issuance of appropriate citations after consultation with the City. Coordinate with the City's Building Division and Code Compliance on code violations or complaints. The City shall remain responsible for any required judicial enforcement or collection actions.
  - d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13.150, which includes issuance of appropriate citations after consultation with the City.
  - e. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
  - f. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
  - h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.
- 3. Fire Prevention Development Services Provided to City.** The PSRFA shall provide the following Fire Prevention Development Services to the City:
- a. Management of the Knox/Supra rapid entry program.
  - b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time



frames and through close coordination the Director of Community and Economic Development (CED) and other City departments.

- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - e. Approve of hydrant placement on public and private projects.
  - f. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
  - g. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
  - h. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
  - i. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's CED Department as agreed between both parties.
  - j. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
  - k. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions, however the PSRFA shall issue appropriate citations after consultation with the City. The City shall remain responsible for any required judicial enforcement or collection actions.
- 4. Fire Prevention Services Staff Dedicated to City.** The PSRFA will staff the followings positions for the provision of Fire Prevention Services to the City, including:
- a. A Fire Division Chief/Fire Marshal on a .25 FTE basis.

- b. .78 FTE to provide operational permit inspection services and development services.
  - c. It is recognized that the City is paying for Fire Prevention Services at the above-stated staffing levels, and the PSRFA acknowledges that it will provide the level of service identified in this Exhibit.
- 5. Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
- 6. Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or CED Director as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
- 7. Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT C

### FIRE INVESTIGATION SERVICES

1. **Services Provided to City.** The PSRFA shall provide the following Fire Investigation Services to the City:
  - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
  - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
  - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
  - d. Identify juvenile fire setters and coordinate intervention and counseling.
  - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
  - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
  - g. Participate in regional and state fire investigative organizations and activities.
  - h. Perform all other tasks related to providing Fire Investigation Services.
2. **Commissioned Investigators.** Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. **Uniformed Police Officer When Arrest Made.** Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. **Fire Deaths or Severe Injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The PSRFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the PSRFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the PSRFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
  - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
  - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT D

### EMERGENCY MANAGEMENT SERVICES

1. **Emergency Management Services Staff Dedicated to City.** The PSRFA will provide one 0.5 FTE staff member to assist the City with the following Emergency Management Services:

**a. Compliance issues:**

- i. Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current SeaTac CEMP is on file with Washington Emergency Management Division (WA EMD)
- ii. Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council
- iii. Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD
- iv. Monitor, manage and ensure that all City of SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

**b. Daily activities:**

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

**c. Work Station:**

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

## EXHIBIT E

### PUBLIC EDUCATION SERVICES

1. **Public Education Services Provided to City.** The PSRFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
  - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
  - iii. Support and participation in providing tours of the fire stations.
  - iv. Providing of CPR and First Aid classes.
  - v. Support and participation in the bicycle and life jacket program.
  - vi. Support and participation in smoke detector program.
  - vii. Public Information Officer at emergency scenes as needed.
  - viii. Provide live fire demonstrations for special events.
  - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

**EXHIBIT F**

**REAL PROPERTY**

**Station 45--** Tax Parcel No. 344500-0019

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 88, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND EXCEPT THE NORTH 30 FEET FOR COUNTY ROAD, RECORDED UNDER RECORDING NUMBER 1566313;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

**Station 46--** Tax Parcel No. 443500-0195

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

## EXHIBIT G

### EMPLOYEES TRANSFERRED

Name	Hire Date		Name	Hire Date
1. Mark J. Hill	01/12/81		Brian Wiwel*	
2. John T. Madson	01/12/81		Mary Ann Cromwell*	
3. Loren T. Williamson	01/12/81		Tina Williamson*	
4. Thomas G.M. Betenson	03/16/81		Kevin Varao*	
5. Ronald A. Wieland*	07/12/82			
6. Gregory T. Bolender	07/25/82			
7. Jeffrey Richardson	01/12/86			
8. Lawton R. Montgomery	05/08/88			
9. Todd L. Plumb	05/08/88			
10. Patrick Dahl	10/02/89			
11. Travis J. Butcher	10/02/89			
12. John D. Gallup, IV	03/01/90			
13. Michael V. Anthony	12/19/90			
14. Donald W. Nelson	02/11/91			
15. Daniel T. Flood	02/11/91			
16. Richard L. Fetherston	02/11/91			
17. Michael P. Nichols	02/11/91			
18. Fred Johnson	02/11/91			
19. David W. Little	02/11/91			
20. Keven E. Rojecki	02/11/91			
21. Timothy A. Martinsen*	02/11/91			
22. Matthew J. Tarabochia	02/16/92			
23. John A. Wilkins, Jr.	02/16/92			
24. Shane D. Skladany	02/16/92			
25. Cordell T. Council	02/16/92			
26. Richard R. Knight	03/01/92			
27. Brian R. Carson	10/01/92			
28. Michael D. Hawkins	10/01/92			
29. Joseph M. Catlin	10/01/92			
30. Charles Walle	02/24/94			
31. Matthew B. Bailie	02/01/96			
32. Shawn Dailey	06/17/96			
33. Paul R. Figel	07/28/97			
34. Bryan M. Rozewski	01/11/00			
35. Janet L. Williams	07/16/01			
36. Derek L. Frazier	11/01/02			
37. Elias Hudson	02/10/04			
38. Earl Bush	02/10/04			
39. Jeremy Krakosky	02/10/04			
40. Adam Renn	02/01/05			
41. Brian Longley	02/01/05			
42. Jason Breidenbach	02/01/05			
43. Christian Clausnitzer	05/03/05			
44. Brandon Phillips	05/01/06			
45. Jeromy Waddell	08/04/09			
46. Vacant		*Not part of the 44 minimum staffing positions.		



**EXHIBIT H**  
**RECORDS MANAGEMENT**

1.1. Record Ownership.

- (a) PSRFA records “PSRFA Records” shall include:
  - (i) all records prepared, owned, used, or retained by the PSRFA related to the performance of its statutory and contractual duties.
  - (ii) all City Records actually received by the PSRFA pursuant to this Interlocal Agreement.
- (b) City records “City Records” shall include:
  - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the PSRFA to the City.
- (c) The parties recognize that physical custody of PSRFA Records or City Records is not determinative of whether the records are PSRFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the PSRFA will be the primary record custodian of all PSRFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the PSRFA and some PSRFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the PSRFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party’s Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

1.4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as

directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

- 1.5. The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 1.6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

## EXHIBIT I

### COST ALLOCATION FOR SERVICES

#### 1. Administration Salary and Benefits

The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Administration Salary and Benefits Costs is \$1,148,186. Commencing on January 1, 2019, the City shall pay the PSRFA \$1,148,186 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W (“Administration Cost Payment”) as payment for salaries and benefits for the positions necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Administration Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

**a. Administration Salaries (Human Resources, Finance, PIO, Chaplain and related Support Staff)**

The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of administration services in the 2018 PSRFA budget.

**b. FD Cares**

The City and the PSRFA agree that \$75,402 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 8.93% of the total salary cost (less King County Grant) of FD Cares services in the 2018 PSRFA budget.

**c. Logistics**

The City and the PSRFA agree that \$154,765 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of Logistics in the 2018 PSRFA budget.

**d. Planning**

The City and the PSRFA agree that \$87,664 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 15.38% of the total salary cost of Planning and Analysis services in the 2018 PSRFA budget.

**e. Fleet**

The City and the PSRFA agree that \$116,407 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 0.65 FTE of the total salary cost of a Heavy Mechanic in the 2018 PSRFA budget.

**f. IT**

The City and the PSRFA agree that \$160,699 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of IT services in the 2018 PSRFA budget.

**g. Community Risk Reduction**

The City and the PSRFA agree that \$296,467 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 7.00% of the total salary cost of Community Risk Reduction services in the 2018 PSRFA budget.

**2. Recurring Costs (supplies, professional services, etc.)**

The City and the PSRFA have calculated a new baseline budget for 2018 Recurring Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Recurring Costs is \$913,228. Commencing on January 1, 2019, the City shall pay the PSRFA \$913,228 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W (“Recurring Cost Payment”) as payment for the recurring costs necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Recurring Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

**a. Admin Costs Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 14.06% of the total operation costs for administrative services in the 2018 PSRFA budget.

**b. FD CARES Supplies:** The City and the PSRFA agree that \$8,077 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 9.93% of the operation costs for the PSRFA FDCARES Program in the 2018 PSRFA budget.

**c. Logistics Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$62,690 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 16.73% of the operation costs for logistics in the 2018 PSRFA budget.

**d. Planning and Analysis (Non-Salary and Benefits):** The City and the PSRFA agree that \$26,428 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 15.38% of the operation costs for Planning in the 2018 PSRFA budget.

**e. Operations (Non-Salary and Benefits):** The City and the PSRFA agree that \$91,034 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 17.65% of the operation costs for Planning in the 2018 PSRFA budget.

- f. **Training:** The City and the PSRFA agree that \$214,720 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated by the South King County Fire Training Consortium rate of \$4,880 multiplied by 44 operational contract fire fighters.
- g. **Fleet (Non-Salary and Benefits):** The City and the PSRFA agree that \$55,000 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount, which is intended to cover parts for the fleet, was calculated as approximately 50% of associated the labor costs.
- h. **Community Risk Reduction (Non-Salary and Benefits):** The City and the PSRFA agree that \$10,017 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 7.00% of the operation costs for Community Risk Reduction in the 2018 PSRFA budget.
- i. **Dispatch Services (Valley Communications):** The City and the PSRFA agree that \$194,530 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 4,900 estimated City calls at \$39.70 per call. 17.65% of the operation costs for Planning in the 2018 PSRFA budget.

**Total Costs (for new 2018 Baseline Budget)**

Administrative Salaries: \$1,148,186  
 Recurring Costs:           \$ 913,228  
                                       \$2,061,414

**Costing Legend**

Legend	Rationale
14.06%	Calculated by taking the total of contracted positions (44) and dividing by total employees for PSRFA (313)
8.93%	Calculated by taking the number of projected annual FD Cares responses to SeaTac (250) and dividing by total projected annual FD Cares responses (2800)
15.38%	Calculated by taking the number of planning zones (2) and dividing by the total number of planning zones (13)
.65 FTE cost	Calculated by estimating total maintenance hours needed to maintain first due fleet for three first due apparatus (1350 hours annually) divided by total hours worked annually of one FTE (2080)

<p style="text-align: center;">7%</p>	<p>Calculated by totaling existing contract costs defined in Exhibits B, C, D, and E) and divided by total labor cost of Community Risk Reduction.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Community Risk Reduction</td> <td style="text-align: right;">\$4,207,557.00</td> </tr> <tr> <td>Public Education</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Fire Marshal Inspections</td> <td style="text-align: right;">\$64,940.00</td> </tr> <tr> <td>Investigations</td> <td style="text-align: right;">\$118,025.70</td> </tr> <tr> <td>Emergency Management</td> <td style="text-align: right;">\$33,108.00</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$80,393.00</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$296,466.70</td> </tr> </table>	Community Risk Reduction	\$4,207,557.00	Public Education	\$0.00	Fire Marshal Inspections	\$64,940.00	Investigations	\$118,025.70	Emergency Management	\$33,108.00		\$80,393.00		\$296,466.70
Community Risk Reduction	\$4,207,557.00														
Public Education	\$0.00														
Fire Marshal Inspections	\$64,940.00														
Investigations	\$118,025.70														
Emergency Management	\$33,108.00														
	\$80,393.00														
	\$296,466.70														
<p style="text-align: center;">16.73%</p>	<p>Calculated by taking the total number of contracted positions (44) and dividing by the total number of operational positions (263)</p>														
<p style="text-align: center;">17.65%</p>	<p>Calculated by taking the total number of frontline apparatus (3) in SeaTac and dividing by total number of frontline apparatus in RFA (17)</p>														

**MEMORANDUM OF UNDERSTANDING  
KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY  
CITY OF SEATAC**

THIS MEMORANDUM OF UNDERSTANDING "MOU" is entered into by and between the Kent Fire Department Regional Fire Authority "Kent RFA", and the City of SeaTac "SeaTac".

**RECITALS**

1. The Parties entered into an Interlocal Agreement for the consolidation of fire services effective January 1, 2014 "Interlocal"; and
2. Paragraph 5.3 of the Interlocal provided that the Kent RFA would pay SeaTac for personal property transferred to the Kent RFA; and
3. Paragraph 6.3 of the Interlocal provided that SeaTac would pay the Kent RFA for certain accrued leave balances.
4. This MOU is intended to memorialize the final agreed values and timing of the fund transfers triggered by Paragraph 5.3 and 6.3 of the Interlocal.

**AGREEMENT**

In consideration of the mutual rights and obligations established herein, the parties agree as follows:

1. **Personal Property Value:** The agreed value of the personal property transferred from SeaTac to the Kent RFA is established as \$1,422,313.03.
2. **Accrued Leave Value:** The agreed value of the accrued employee leave balances consists of the following amounts:
  - 2.1. Current Liability: \$ 523,104.77
  - 2.2. Leave Balance Transfer Cost Adjustment: \$ 639,019.52
  - 2.3. Total \$1,162,124.29
3. **Payment:** The Kent RFA shall pay the difference of \$260,188.74 to SeaTac as follows:
  - 3.1. \$130,094.37 on or before April 1, 2014.
  - 3.2. \$130,094.37 on or before February 1, 2015.

Dated: FEBRUARY 28, 2014

Kent Fire Department Regional Fire Authority

By: Jim Schneider  
Jim Schneider, Chief

Dated: MARCH 7, 2014

City of Sea Tac

By: Todd Cutts  
Todd Cutts, City Manager

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

AGREEMENT NO. 13-A14B

## FIRST AMENDED AND RESTAED INTERLOCAL AGREEMENT

This Agreement is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "PSRFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the PSRFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The PSRFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for Puget Sound Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.
4. This Agreement represents a complete restatement of the Parties' January, 2014 Interlocal Agreement.

### 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) "PSRFA" shall mean Puget Sound Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the PSRFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the PSRFA.
- (e) "Material Breach" shall be defined as either:
  - (i) The PSRFA's failure to provide Services at the Level specified in Section 3;
  - (ii) The City'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)

(f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the PSRFA pursuant to this Agreement or that are purchased by the PSRFA with City funds or from the Contract Reserve Fund.

## 2. TERM, RENEWALS AND TERMINATION.

2.1. **Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on January 1, 2014 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1<sup>st</sup> shall be referred to as the "Anniversary Date."

2.2. **Renewals.** The parties agree that eighteen (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 December 31, 2032.

2.3. **Review.** At a minimum, the parties will review this Agreement on a biennial basis during the first and second quarter of even years, starting 2020, and recommendations for any amendments will be made to each party's legislative body for adoption.

2.4. **Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be subject to the termination provisions established in this Section. Either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (2) two year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31st of the year following 24 months after the notice is given.

### 2.5. Voluntary Termination.

(a) **No Termination within First Five Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, neither party may terminate this Agreement within the first five years following the Commencement Date except for a Material Breach (Paragraph 2.4).

(b) **Voluntary Termination.** No sooner than January 1, 2019 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) 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 2018 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, 2019 for termination to be effective as of January 1, 2021.

**2.6. 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 ninety (90) 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 Paragraph 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 twelve (12) months after the expiration of the Cure Period (the “Wind Up Period”); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City’s failure to make the Contract Payment or the PSRFA’s failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the PSRFA is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

### **3. SERVICES PERFORMED BY THE PSRFA FOR THE CITY.**

**3.1. Fire Suppression Services.** The PSRFA shall furnish fire suppression services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which the PSRFA 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 PSRFA.

**3.2. Emergency Medical Services.** The PSRFA shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which

the PSRFA 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 PSRFA.

**(a) Level of Service for Fire Suppression and Emergency Medical Services.** The PSRFA shall maintain the following minimum staffing levels to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement.

**(i) Station 45 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(ii) Station 46 Minimum Staffing:**

**(ii.1) Station/Engine 46:** One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

**(ii.2) Engine 47 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

**(iii) Minimum Staffing.** For purposes of this Agreement, the parties agree that the PSRFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and Engine 47 to maintain minimum staffing at each worksite.

**(b) Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The PSRFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel in accordance with the latest "Standards of Cover" document. The following levels exist as of the date this contract was negotiated:

**(i) Fire Emergencies.** Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

**(ii) Basic Life Support (BLS) and Effective Response Force:** Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

**(c) Adjustments to Staffing Levels or Standards of Response Coverage.** The PSRFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the PSRFA shall provide the City with advance notice of any permanent increase or decrease of more than 72 hours of staff time in the Standards of Response Coverage affecting the City. In the event of a decrease the PSRFA shall explore with the City options for avoiding the decrease.

**3.3. Community Risk Reduction Services.** The PSRFA agrees to perform Fire Prevention Services for the City as follows:

(a) Community Risk Reduction Services as outlined in **EXHIBIT B** and Public Education Services as outlined in **EXHIBIT E**.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the PSRFA as the City's Fire Chief, and the PSRFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the PSRFA and the PSRFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

(c) All records relating to the provision of Fire Prevention Services, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.4. Fire Investigation Services.** The PSRFA agrees to perform Fire Investigation Services for the City as follows:

(a) Fire Investigation Services as outlined in **EXHIBIT C**.

(b) All records relating to the provision of Fire Investigation Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.5. Emergency Management Services.**

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing Emergency Management Services in the City. The PSRFA shall provide staffing support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.

(b) **Emergency Coordination Center Staffing.** The City will permit the PSRFA to assign a designated PSRFA staff member to the Emergency Coordination Center during periods in which the Emergency Coordination Center is activated.

(c) All records relating to the provision of Emergency Management Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

**3.6. Information Technology.** The PSRFA will provide its own information technology services.

#### 4. PAYMENT FOR SERVICES.

- 4.1. **Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the PSRFA the amounts determined under **EXHIBIT A**. The PSRFA shall provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.
- 4.2. **Failure to Submit Invoice.** The failure of the PSRFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the City's obligation to pay for the services; provided that the failure of the PSRFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the parties.
- 4.3. **PSRFA Charges Under RCW 52.30.020.** The PSRFA 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 owing real property or improvements within the City.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration 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 TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the PSRFA the real property and improvements identified in **EXHIBIT F** "Real Property" for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Paragraph 5.2.
- 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 Paragraph 5.2.b. The PSRFA 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 cost in excess of \$1,000.00. The City and the PSRFA shall share equally in the cost of such repairs, provided the PSRFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by

100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.

- (c) **Utilities.** The PSRFA shall be responsible for payment of all utilities serving the Real Property.
- (d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W. Yard maintenance service will not be provided by the City and will be the responsibility of the PSRFA.
- (e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.
- (f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2, the Lease Agreements for the Real Property shall be terminated effective on the date the PSRFA is no longer responsible for providing services to the City and the City shall assume full responsibility for the Real Property.

**5.3. Personal Property.** The PSRFA shall purchase from the City the personal property identified in a schedule separate from this Agreement for the estimated amount of \$1,146,021 "Personal Property." The actual cost of the personal property shall be determined on January 1, 2014 "Personal Property Value."

- (a) **Title.** The City and the PSRFA shall work cooperatively to execute all necessary documents to transfer title to all transferred titled personal property.
- (b) **Condition of Property.** The PSRFA agrees to accept the personal property in "as is" condition subject to any applicable warranties.
- (c) **Service and Maintenance Records.** The City shall provide the PSRFA with all applicable service and maintenance records, shop manuals and other documents related to the transferred personal property.
- (d) **Warranty Transfers.** The City shall transfer all transferable warranties applicable to the transferred property. In the event a warranty claim may only be made by the City, the City agrees to cooperate with the PSRFA and use its best efforts to enforce such warranties.

**5.4. Capital Purchases.** The PSRFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.

- 5.5. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT H** shall govern the retention and disclosure of any records of one party held by the other.
- 5.6. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.
- (a) Identification of Personal Property.** The PSRFA shall sell back to the City any Personal Property transferred to the PSRFA on January 1, 2014 as provided in Paragraph 5.6(b). The PSRFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the PSRFA on the Termination Date.
  - (b) Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the PSRFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.
  - (c) SeaTac Capital Facilities Fund.** The PSRFA shall transfer to the City the entire balance of the PSRFA's "Contract Reserve Fund" on the effective date of termination.
  - (d) City Responsibility for Salary Savings Program.** In the event any former City employees identified on **EXHIBIT G** are receiving payments pursuant to the Salary Savings Program established under the PSRFA CBA, the City shall reimburse the PSRFA for the full value of all remaining costs of the Program for those employees.
  - (e) City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 PSRFA employees employed to meet the City's minimum staffing requirement that are laid off by the PSRFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.7. Provided, however, the PSRFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3.
- 5.7. Reserve Apparatus Leasing.** In lieu of retaining a second reserve engine as part of the SeaTac Fire Vehicles and Apparatus, the City agrees that it may be required to lease

a reserve engine from the PSRFA in accordance with the following terms. In the event two or more SeaTac Fire Vehicles and Apparatus engines are out of service simultaneously with one engine out of service due to an emergency breakdown or unscheduled repair for more than fourteen calendar days, the City will lease a suitable reserve apparatus from the PSRFA at the Washington State Fire Chief Rate Schedule until such time as only one engine is out of service.

**5.8. Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the PSRFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the PSRFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The PSRFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

## **6. EMPLOYEE TRANSFERS.**

**6.1. City Employees to become PSRFA Employees.** The PSRFA shall become the employer of those employees of the City identified in **EXHIBIT G**.

**6.2. Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party's employees. The Kent Fire Fighters Local 1747, I.A.F.F. "PSRFA Union" and the SeaTac Fire Fighters Local 2919, I.A.F.F. "SeaTac Union" have approved an Memorandum of Understanding under which the SeaTac fire fighters will be integrated into the PSRFA Union. The approval of this Interlocal Agreement by the City and the PSRFA will constitute each parties approval of the terms and conditions of the MOU.

**6.3. Accrued Employee Leave Balances.** The City shall pay to the PSRFA the full amount of SeaTac Employee Leave Balances excluding the value of accrued compensatory time, existing on December 31, 2013 "Employee Leave Balances." The amount shall be paid as follows: The value of the Employee Leave Balances shall be reduced by the Personal Property Value established under Paragraph 5.3. The resulting amount shall be paid in two equal payments one due on February 1, 2014 the second due on February 1, 2015.



- 6.4. City LEOFF I Responsibility.** The City will retain the liability for retired LEOFF 1 City Fire Department FTE's to include medical and long term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures.
- 6.5. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the PSRFA harmless from any and all demands, claims or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to January 1, 2014.
- 6.6. Civil Service.** The City Employees transferred to the PSRFA shall be subject to the PSRFA's Civil Service Commission under Chapter 41.08 RCW.
- 6.7. Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the PSRFA as a result of the termination consistent with the following provisions:
- (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the PSRFA determines that it must lay off employees, the PSRFA shall first layoff, and the City shall rehire, all PSRFA personnel that were employed by the City of SeaTac on December 31, 2013.
  - (b) If the PSRFA determines that additional personnel will need to be laid off, the PSRFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
  - (c) In the event the PSRFA determines that additional employees must be laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (d) If the termination date is on or after January 1, 2029, and if the PSRFA determines that represented personnel will need to be laid off, the PSRFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the PSRFA determines that additional employees are laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (e) If the City does not reestablish its Fire Department, the PSRFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.

## 7. OVERSIGHT AND ADMINISTRATION

- 7.1. **Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the PSRFA Governance Board.
- 7.2. **Administration of Agreement.** 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 City Manager of the City of SeaTac and the PSRFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the PSRFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement and may, at the Committee’s option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Paragraph 12.
- 7.3. **Monthly Meetings.** The PSRFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the PSRFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The PSRFA will provide a City Liaison (appointed by the PSRFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The PSRFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year.

## 8. EXISTING AGREEMENTS.

- 8.1. **Mutual and Automatic Aid Agreements.** The PSRFA shall assume the City’s contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the PSRFA will represent the City’s interests and shall be signatory to the agreements.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1. 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.

**10. INSURANCE.**

- 10.1. SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. PSRFA Insurance.** The PSRFA shall provide insurance coverage for all equipment and personnel of the PSRFA. 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 PSRFA shall furnish to SeaTac appropriate documentation showing that such coverage is in effect. The City of SeaTac recognizes that the PSRFA is a member of a governmental insurance Pool and the PSRFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the PSRFA.

**11. INDEPENDENT MUNICIPAL GOVERNMENTS.**

- 11.1. Independent Governments.** The parties recognize and agree that the PSRFA and the City 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.
- 11.2. 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.
- 11.3. Debts and Obligations.** Neither the City nor the PSRFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.
- 11.4. Assignment of Resources.** The PSRFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to internal political boundaries and to determine the exact method by which the Services described this Agreement are provided within the PSRFA and within the City.

**12. DISPUTE RESOLUTION.**

- 12.1.** Prior to any other action, the City Manager and the PSRFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** 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.

- 12.3. 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.
- 12.4. 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.

### 13. MISCELLANEOUS.

- 13.1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the PSRFA 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.
- 13.3. **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.
- 13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. **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.
- 13.6. **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.

- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.
- 13.12. 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 and shall be effective on the date of the last signature below.

**PSRFA:**

**CITY:**

Puget Sound Regional Fire Department  
Regional Fire Authority:

City of SeaTac:

By: 

By: 

Print Name: Matthew L. Moore  
Its: FIRE CHIEF

Print Name: Joseph Scorcio  
Its: CITY MANAGER

DATE: 8-31-18

DATE: 8-29-18

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

Attn: City Manager  
4800 S 188<sup>th</sup> Street  
SeaTac, WA 98188


(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)

(206) 973-4800 (telephone)  
(206) 973-4819 (facsimile)

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

  
Brian Snure  
Attorney for PSRFA

  
Mary E. Mirante Bartolo  
City Attorney

## EXHIBIT A

### PAYMENT FOR SERVICES

- 1. Actual Labor Costs.** The City shall pay to the PSRFA the actual Labor costs required to fund minimum staffing at the City's two fire stations. For purposes of this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1<sup>st</sup> 2013 the PSRFA will establish a budgeted labor cost for calendar year 2014. The City will pay this amount for services rendered in 2014. The PSRFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2014 services no later than February 15, 2015*
- 2. Administration Salary and Benefits Costs.** The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, which is \$1,148,186. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
- 3. Recurring Costs.** The City and the PSRFA have calculated a new 2018 baseline budget for Recurring Costs, which is \$913,228. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
- 4. Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the PSRFA will require specific capital contributions. In 2014, the City shall pay \$460,000 to the PSRFA to be placed in a restricted "Contract Reserve Fund" to be used by the PSRFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year subsequent to 2014, the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.
- 5. Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

## EXHIBIT B

### COMMUNITY RISK REDUCTION SERVICES

- 1. Community Risk Reduction Administration Services Provided to City.** The PSRFA shall provide the following Fire Prevention Administration Services to the City:
  - a. Manage and supervise Community Risk Reduction Division personnel.
  - b. Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
  - c. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - d. Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
  - e. Interpretations of fire codes.
  - f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
  - g. Provide for public access to the Fire and Life Safety Division.
  - h. Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
  - i. Document management within the Community Risk Reduction Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - j. Permit process activities within the Community Risk Reduction Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - k. Issue, print and mail or deliver fire code permits.
  - l. Resolve code complaints or inquiries from the public to include data entry, file creation, and routing of information. Review and sign voluntary correction agreements.
  - m. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.



- n. Ensure performance of all duties necessary in order to enforce the fire codes.
  - o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
  - p. Perform all other tasks related to the provision of Risk Reduction Administration Services.
- 2. Fire Prevention Code Enforcement Services Provided to City.** The PSRFA shall provide the following Fire Prevention Code Enforcement Services to the City:
- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as need.
  - b. Inspect businesses that are required to have fire code permit(s).
  - c. Investigate and resolve fire code violation complaints or inquiries, which includes issuance of appropriate citations after consultation with the City. Coordinate with the City's Building Division and Code Compliance on code violations or complaints. The City shall remain responsible for any required judicial enforcement or collection actions.
  - d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13.150, which includes issuance of appropriate citations after consultation with the City.
  - e. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
  - f. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
  - h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.
- 3. Fire Prevention Development Services Provided to City.** The PSRFA shall provide the following Fire Prevention Development Services to the City:
- a. Management of the Knox/Supra rapid entry program.
  - b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time

frames and through close coordination the Director of Community and Economic Development (CED) and other City departments.

- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - e. Approve of hydrant placement on public and private projects.
  - f. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
  - g. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
  - h. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
  - i. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's CED Department as agreed between both parties.
  - j. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
  - k. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions, however the PSRFA shall issue appropriate citations after consultation with the City. The City shall remain responsible for any required judicial enforcement or collection actions.
- 4. Fire Prevention Services Staff Dedicated to City.** The PSRFA will staff the followings positions for the provision of Fire Prevention Services to the City, including:
- a. A Fire Division Chief/Fire Marshal on a .25 FTE basis.

- b. .78 FTE to provide operational permit inspection services and development services.
  - c. It is recognized that the City is paying for Fire Prevention Services at the above-stated staffing levels, and the PSRFA acknowledges that it will provide the level of service identified in this Exhibit.
- 5. Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
- 6. Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or CED Director as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
- 7. Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT C

### FIRE INVESTIGATION SERVICES

1. **Services Provided to City.** The PSRFA shall provide the following Fire Investigation Services to the City:
  - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
  - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
  - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
  - d. Identify juvenile fire setters and coordinate intervention and counseling.
  - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
  - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
  - g. Participate in regional and state fire investigative organizations and activities.
  - h. Perform all other tasks related to providing Fire Investigation Services.
2. **Commissioned Investigators.** Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. **Uniformed Police Officer When Arrest Made.** Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. **Fire Deaths or Severe Injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The PSRFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the PSRFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the PSRFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
  - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
  - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT D

### EMERGENCY MANAGEMENT SERVICES

1. **Emergency Management Services Staff Dedicated to City.** The PSRFA will provide one 0.5 FTE staff member to assist the City with the following Emergency Management Services:

**a. Compliance issues:**

- i. Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current SeaTac CEMP is on file with Washington Emergency Management Division (WA EMD)
- ii. Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council
- iii. Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD
- iv. Monitor, manage and ensure that all City of SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

**b. Daily activities:**

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

**c. Work Station:**

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

## EXHIBIT E

### PUBLIC EDUCATION SERVICES

1. **Public Education Services Provided to City.** The PSRFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
  - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
  - iii. Support and participation in providing tours of the fire stations.
  - iv. Providing of CPR and First Aid classes.
  - v. Support and participation in the bicycle and life jacket program.
  - vi. Support and participation in smoke detector program.
  - vii. Public Information Officer at emergency scenes as needed.
  - viii. Provide live fire demonstrations for special events.
  - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

**EXHIBIT F**

**REAL PROPERTY**

**Station 45--** Tax Parcel No. 344500-0019

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 88, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND EXCEPT THE NORTH 30 FEET FOR COUNTY ROAD, RECORDED UNDER RECORDING NUMBER 1566313;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

**Station 46--** Tax Parcel No. 443500-0195

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.



## EXHIBIT G

### EMPLOYEES TRANSFERRED

Name	Hire Date		Name	Hire Date
1. Mark J. Hill	01/12/81		Brian Wiwel*	
2. John T. Madson	01/12/81		Mary Ann Cromwell*	
3. Loren T. Williamson	01/12/81		Tina Williamson*	
4. Thomas G.M. Betenson	03/16/81		Kevin Varao*	
5. Ronald A. Wieland*	07/12/82			
6. Gregory T. Bolender	07/25/82			
7. Jeffrey Richardson	01/12/86			
8. Lawton R. Montgomery	05/08/88			
9. Todd L. Plumb	05/08/88			
10. Patrick Dahl	10/02/89			
11. Travis J. Butcher	10/02/89			
12. John D. Gallup, IV	03/01/90			
13. Michael V. Anthony	12/19/90			
14. Donald W. Nelson	02/11/91			
15. Daniel T. Flood	02/11/91			
16. Richard L. Fetherston	02/11/91			
17. Michael P. Nichols	02/11/91			
18. Fred Johnson	02/11/91			
19. David W. Little	02/11/91			
20. Keven E. Rojecki	02/11/91			
21. Timothy A. Martinsen*	02/11/91			
22. Matthew J. Tarabochia	02/16/92			
23. John A. Wilkins, Jr.	02/16/92			
24. Shane D. Skladany	02/16/92			
25. Cordell T. Council	02/16/92			
26. Richard R. Knight	03/01/92			
27. Brian R. Carson	10/01/92			
28. Michael D. Hawkins	10/01/92			
29. Joseph M. Catlin	10/01/92			
30. Charles Walle	02/24/94			
31. Matthew B. Bailie	02/01/96			
32. Shawn Dailey	06/17/96			
33. Paul R. Figel	07/28/97			
34. Bryan M. Rozewski	01/11/00			
35. Janet L. Williams	07/16/01			
36. Derek L. Frazier	11/01/02			
37. Elias Hudson	02/10/04			
38. Earl Bush	02/10/04			
39. Jeremy Krakosky	02/10/04			
40. Adam Renn	02/01/05			
41. Brian Longley	02/01/05			
42. Jason Breidenbach	02/01/05			
43. Christian Clausnitzer	05/03/05			
44. Brandon Phillips	05/01/06			
45. Jeromy Waddell	08/04/09			
46. Vacant		*Not part of the 44 minimum staffing positions.		

**EXHIBIT H**  
**RECORDS MANAGEMENT**

1.1.Record Ownership.

- (a) PSRFA records “PSRFA Records” shall include:
  - (i) all records prepared, owned, used, or retained by the PSRFA related to the performance of its statutory and contractual duties.
  - (ii) all City Records actually received by the PSRFA pursuant to this Interlocal Agreement.
- (b) City records “City Records” shall include:
  - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the PSRFA to the City.
- (c) The parties recognize that physical custody of PSRFA Records or City Records is not determinative of whether the records are PSRFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2.Records Custodian. Except as provided below, the PSRFA will be the primary record custodian of all PSRFA Records. The City will be the primary custodian of all City Records.

1.3.Requests for Records. The parties recognize that some City Records will be in the custody of the PSRFA and some PSRFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the PSRFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party’s Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

1.4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as

directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

- 1.5. The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 1.6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

## EXHIBIT I

### COST ALLOCATION FOR SERVICES

#### 1. Administration Salary and Benefits

The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Administration Salary and Benefits Costs is \$1,148,186. Commencing on January 1, 2019, the City shall pay the PSRFA \$1,148,186 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W (“Administration Cost Payment”) as payment for salaries and benefits for the positions necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Administration Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

**a. Administration Salaries (Human Resources, Finance, PIO, Chaplain and related Support Staff)**

The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of administration services in the 2018 PSRFA budget.

**b. FD Cares**

The City and the PSRFA agree that \$75,402 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 8.93% of the total salary cost (less King County Grant) of FD Cares services in the 2018 PSRFA budget.

**c. Logistics**

The City and the PSRFA agree that \$154,765 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of Logistics in the 2018 PSRFA budget.

**d. Planning**

The City and the PSRFA agree that \$87,664 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 15.38% of the total salary cost of Planning and Analysis services in the 2018 PSRFA budget.

**e. Fleet**

The City and the PSRFA agree that \$116,407 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 0.65 FTE of the total salary cost of a Heavy Mechanic in the 2018 PSRFA budget.

**f. IT**

The City and the PSRFA agree that \$160,699 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of IT services in the 2018 PSRFA budget.

**g. Community Risk Reduction**

The City and the PSRFA agree that \$296,467 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 7.00% of the total salary cost of Community Risk Reduction services in the 2018 PSRFA budget.

**2. Recurring Costs (supplies, professional services, etc.)**

The City and the PSRFA have calculated a new baseline budget for 2018 Recurring Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Recurring Costs is \$913,228. Commencing on January 1, 2019, the City shall pay the PSRFA \$913,228 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W (“Recurring Cost Payment”) as payment for the recurring costs necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Recurring Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

**a. Admin Costs Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 14.06% of the total operation costs for administrative services in the 2018 PSRFA budget.

**b. FD CARES Supplies:** The City and the PSRFA agree that \$8,077 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 9.93% of the operation costs for the PSRFA FDCARES Program in the 2018 PSRFA budget.

**c. Logistics Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$62,690 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 16.73% of the operation costs for logistics in the 2018 PSRFA budget.

**d. Planning and Analysis (Non-Salary and Benefits):** The City and the PSRFA agree that \$26,428 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 15.38% of the operation costs for Planning in the 2018 PSRFA budget.

**e. Operations (Non-Salary and Benefits):** The City and the PSRFA agree that \$91,034 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 17.65% of the operation costs for Planning in the 2018 PSRFA budget.

- f. **Training:** The City and the PSRFA agree that \$214,720 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated by the South King County Fire Training Consortium rate of \$4,880 multiplied by 44 operational contract fire fighters.
- g. **Fleet (Non-Salary and Benefits):** The City and the PSRFA agree that \$55,000 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount, which is intended to cover parts for the fleet, was calculated as approximately 50% of associated the labor costs.
- h. **Community Risk Reduction (Non-Salary and Benefits):** The City and the PSRFA agree that \$10,017 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 7.00% of the operation costs for Community Risk Reduction in the 2018 PSRFA budget.
- i. **Dispatch Services (Valley Communications):** The City and the PSRFA agree that \$194,530 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 4,900 estimated City calls at \$39.70 per call. 17.65% of the operation costs for Planning in the 2018 PSRFA budget.

**Total Costs (for new 2018 Baseline Budget)**

Administrative Salaries: \$1,148,186  
 Recurring Costs:           \$ 913,228  
                                       \$2,061,414

**Costing Legend**

Legend	Rationale
14.06%	Calculated by taking the total of contracted positions (44) and dividing by total employees for PSRFA (313)
8.93%	Calculated by taking the number of projected annual FD Cares responses to SeaTac (250) and dividing by total projected annual FD Cares responses (2800)
15.38%	Calculated by taking the number of planning zones (2) and dividing by the total number of planning zones (13)
.65 FTE cost	Calculated by estimating total maintenance hours needed to maintain first due fleet for three first due apparatus (1350 hours annually) divided by total hours worked annually of one FTE (2080)

7%	<p>Calculated by totaling existing contract costs defined in Exhibits B, C, D, and E) and divided by total labor cost of Community Risk Reduction.</p> <table border="0"> <tr> <td>Community Risk Reduction</td> <td style="text-align: right;">\$4,207,557.00</td> </tr> <tr> <td>Public Education</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Fire Marshal Inspections</td> <td style="text-align: right;">\$64,940.00</td> </tr> <tr> <td>Investigations</td> <td style="text-align: right;">\$118,025.70</td> </tr> <tr> <td>Emergency Management</td> <td style="text-align: right;">\$33,108.00</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$80,393.00</td> </tr> <tr> <td></td> <td style="text-align: right;">\$296,466.70</td> </tr> </table>	Community Risk Reduction	\$4,207,557.00	Public Education	\$0.00	Fire Marshal Inspections	\$64,940.00	Investigations	\$118,025.70	Emergency Management	\$33,108.00		\$80,393.00		\$296,466.70
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Investigations	\$118,025.70														
Emergency Management	\$33,108.00														
	\$80,393.00														
	\$296,466.70														
16.73%	<p>Calculated by taking the total number of contracted positions (44) and dividing by the total number of operational positions (263)</p>														
17.65%	<p>Calculated by taking the total number of frontline apparatus (3) in SeaTac and dividing by total number of frontline apparatus in RFA (17)</p>														

**FIRE INVESTIGATION  
LEVEL OF SERVICE AGREEMENT**

The Kent Fire Department Regional Fire Authority "Kent RFA" provides fire investigative services to the Cities of Kent, Covington, and SeaTac.

The Kent RFA fire investigators are specially commissioned peace officers commissioned by the Chief of the Kent Police Department pursuant to RCW 10.93.090.

In order to clearly establish the level of service and scope of authority that the specially commissioned fire investigators have in each City served by the Kent RFA, each City hereby completes the following Level of Service Designation;

**Level of Service Designation**

City of SeaTac "City"

Dated: 02/04/15

Kent RFA investigators are authorized to perform the following fire investigative services within the jurisdiction of the City.

**Level of Service (initial appropriate boxes)**

- 1. Cause and origin investigations. (May be performed by noncommissioned NFPA 921 trained fire investigators)
- 2. Post blast investigations. (May be performed by noncommissioned NFPA 921 trained fire investigators)
- 3. Level of Service No. 1 and/or No. 2 plus follow up criminal investigations by commissioned investigators.
- 4. Level of Service No. 3 plus arrests, if warranted, by commissioned investigators with coordination and assistance from local law enforcement.
- 5. Level of Service No. 4 plus filing charges with appropriate court by commissioned investigators with coordination and assistance from local law enforcement.

This Level of Service Designation constitutes a limited mutual law enforcement assistance agreement for purposes of fire investigations pursuant to RCW 10.93.090(2) the following provisions are intended to modify the liability provisions of RCW 10.93.040 and shall define the relationship between Kent RFA and City.

**Indemnification.** The Kent RFA and the City shall each be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability. To that end, each Agency



promises to indemnify, defend and hold harmless the other Agency from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each Agency shall be solely responsible for its own attorney fees and any litigation related costs.

Nothing herein shall be interpreted to:

Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.

Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

**Notice of Claims or Lawsuits.** In the event a claim is filed or lawsuit is brought against a party or its employees for actions arising out of their conduct in support of this Agreement that party shall promptly notify the other party that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each party.

This agreement shall remain in force until revoked or modified by the City Police Chief in writing.

By  2/4/15  
Police Chief



# Fire Prevention Division Procedure

**Subject:** SeaTac Specific Procedures


**Number:** 701

**Effective Date:** April 26, 2014

**Supersedes:** December 21, 2010

**Reference Forms:**

Kent Fire Investigation Operating Guidelines  
City of SeaTac/KFD RFA Interlocal Agreement

**Approved:**   
DC Jon Napier, Fire Marshal

**Approved:**   
Chief Lisa K. Mulligan

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The following procedures are specific to fire investigation activities performed within the City of SeaTac in coordination with the City of SeaTac Police Department. The procedures are designed to provide clarity to the process and expectations of the Regional Fire Investigation Taskforce operating under the City of SeaTac/Kent Fire Department RFA Interlocal Agreement.

1. *Origin and Cause Fire Investigations.* Origin and cause of investigations shall be performed in accordance with the Kent Fire Investigation Operating Guidelines. Furthermore, investigations will follow the recommended procedures as outlined by the State of Washington Certified Fire Investigator Program.

Origin and cause determination shall fall into the following categories; accidental, incendiary, natural and undetermined. The investigation of the origin and cause of fire shall be conducted in a timely manner, and all reports and documentation that are produced as a result of the investigation shall be prepared in a timely manner. Reports and documentation produced during an investigation shall be maintained by Kent for a period of seven (7) years in accordance with Kent's Record Retention policy. Any evidence gathered during a criminal investigation shall be maintained by the Kent Police Department in accordance with Kent policies and procedures relating to the retention of evidence of other crimes.

2. *Criminal Investigations Limited to Arson and Other Related Crimes.* In the event of an incendiary fire cause, the Regional Fire Investigation Task Force shall conduct an appropriate criminal investigation to include evidence collection, witness interviews, follow-up documentation, suspect interrogations, and suspect arrest when probable cause exists. Every effort shall be made to have a uniformed SeaTac Police Officer present when effecting arrests in the City of SeaTac. All proper documentation shall be completed for the filing of criminal charges as per the King County Prosecutor Filing Guidelines, and then filed with King County Prosecutors Office.
3. *Fire Deaths or severe injury.* In the case of fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO

MCU supervisor will determine the need to have MCU detectives respond. The RFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

4. *Bombings / Explosive Device Incidents.* The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the RFA investigators for the best and most efficient scene investigation and follow-up.
5. *Proactive techniques to reduce the occurrence of arson.* The Regional Fire Investigation Task Force recognizes that by taking a proactive stance to combat arson, many smaller arson fires may be prevented before larger fires are caused. Therefore, the Fire Investigation Unit will employ proven techniques used to identify arson offenders. These include, but are not limited to, conducting surveillance, pin mapping, and intelligence gathering when appropriate and in accordance with applicable laws.
6. *Information.* The Regional Fire Investigation Task Force shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.

An annual report will be completed before February 1st of the following year which describes the Fire Investigations that have taken place the previous year and submitted to the City of SeaTac by February 15th.

7. *Documentation.* Initial reports and follow up case information will be sent to the Detective Sergeant of the SeaTac Police Department or their designee.
8. *Communication.* Investigators shall be assigned King County Sheriffs Office radio Identifiers and will sign on with the South West District dispatch when they are investigating suspicious fires. This will also allow for the investigator to request a case number from King County to assist the Detective Sergeant in data entry.



**South 188<sup>th</sup> Street Tunnel Traffic Restrictions  
Letter of Understanding  
July 20, 2023**

As part of a review of current and future projects, the Port of Seattle and the City of SeaTac, and their respective Fire Departments, have identified the need to reduce potential risks to the Port of Seattle's infrastructure (the tunnel structure) and the City of SeaTac's major arterial (roadway and sidewalk.) One of the potential major risks to reduce is trucks carrying flammable and hazardous loads.

An evaluation (the October 2022 Hazardous Materials Transport Study) was conducted by Heffron Transportation, Inc. on the current use of the tunnel by trucks carrying flammable and hazardous loads, and a recommendation was made to restrict such loads from use of the South 188th Street Tunnel. Restricted use within tunnels (and some bridges) is common to the Puget Sound area and includes the I-90 tunnels and the I-99 tunnel underneath Seattle.

Based on the study performed and the recommendation provided, and based on the October 2021 Response Plan developed by the City and the Port, we agree and recommend that flammable and hazardous loads should be restricted from the South 188<sup>th</sup> Street Tunnel.

Attached to this agreement is the October 2021 Operational Response Plan, agreed-upon emergency-response protocols developed in coordination with our agencies as part of this review process and recommendation.

Handwritten signature of Jon Napier.

Jon Napier, Division Chief and Fire Marshal  
Puget Sound Regional Fire Authority

Handwritten signature of Randy Krause.

Randy Krause, Chief  
Port of Seattle Fire Department

Handwritten signature of Brian Carson.

Brian Carson, Fire Chief  
Puget Sound Regional Fire Authority

## SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT

This Agreement is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "PSRFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the PSRFA 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 continue to allow for Puget Sound Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.
3. This Agreement represents a complete restatement of the Parties' January, 2014 Interlocal Agreement.

### 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) "PSRFA" shall mean Puget Sound Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the PSRFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the PSRFA.
- (e) "Material Breach" shall be defined as either:
  - (i) The PSRFA's failure to provide Services at the Level specified in Section 3;
  - (ii) The City'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)

(f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the PSRFA pursuant to this Agreement or that are purchased by the PSRFA with City funds or from the Contract Reserve Fund.

## 2. TERM, RENEWALS AND TERMINATION.

- 2.1. **Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on 12/12/, 2023 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1<sup>st</sup> shall be referred to as the "Anniversary Date."
- 2.2. **Renewals.** The parties agree that eighteen (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 December 31, 2032.
- 2.3. **Review.** At a minimum, the parties will review this Agreement on a biennial basis during the first and second quarter of even years, starting 2024, and recommendations for any amendments will be made to each party's legislative body for adoption.
- 2.4. **Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be subject to the termination provisions established in this Section. Either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (2) two year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31st of the year following 24 months after the notice is given.
- 2.5. **Voluntary Termination.**
- (a) **Voluntary Termination.** Either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) 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 2024 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, 2025 for termination to be effective as of January 1, 2027.
- 2.6. **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 ninety (90) 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 Paragraph 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 twelve (12) months after the expiration of the Cure Period (the "Wind Up Period"); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City's failure to make the Contract Payment or the PSRFA's failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the PSRFA is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

### **3. SERVICES PERFORMED BY THE PSRFA FOR THE CITY.**

- 3.1. Fire Suppression Services.** The PSRFA shall furnish fire suppression services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which the PSRFA 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 PSRFA.
- 3.2. Emergency Medical Services.** The PSRFA shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the PSRFA or with which the PSRFA 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 PSRFA.
  - (a) **Level of Service for Fire Suppression and Emergency Medical Services.** The PSRFA shall maintain the following minimum staffing levels to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement.

(i) **Station 45 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

(ii) **Station 46 Minimum Staffing:**

(ii.1) **Ladder 46/Engine 46:** One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

(ii.2) **Engine 47 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

(iii) **Minimum Staffing.** For purposes of this Agreement, the parties agree that the PSRFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and Engine 47 to maintain minimum staffing at each worksite.

(b) **Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The PSRFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel in accordance with the latest "Standards of Cover" document. The following levels exist as of the date this contract was negotiated:

(i) **Fire Emergencies.** Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

(ii) **Basic Life Support (BLS) and Effective Response Force:** Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

(c) **Adjustments to Staffing Levels or Standards of Response Coverage.** The PSRFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the PSRFA shall provide the City with advance notice of any permanent increase or decrease of more than 72 hours of staff time in the Standards of Response Coverage affecting the City. In the event of a decrease the PSRFA shall explore with the City options for avoiding the decrease.

**3.3. Community Risk Reduction Services.** The PSRFA agrees to perform Fire Prevention Services for the City as follows:

(a) Community Risk Reduction Services as outlined in **EXHIBIT B** and Public Education Services as outlined in **EXHIBIT E**.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the



purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the PSRFA as the City's Fire Chief, and the PSRFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the PSRFA and the PSRFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

- (c) All records relating to the provision of Fire Prevention Services, including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT G**.

**3.4. Fire Investigation Services.** The PSRFA agrees to perform Fire Investigation Services for the City as follows:

- (a) Fire Investigation Services as outlined in **EXHIBIT C**.
- (b) All records relating to the provision of Fire Investigation Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT G**.

**3.5. Emergency Management Services.**

- (a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing Emergency Management Services in the City. The PSRFA shall provide staffing support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.
- (b) **Emergency Coordination Center Staffing.** The City will permit the PSRFA to assign a designated PSRFA staff member to the Emergency Coordination Center during periods in which the Emergency Coordination Center is activated.
- (c) All records relating to the provision of Emergency Management Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT G**.

**3.6. Information Technology.** The PSRFA will provide its own information technology services.

**4. PAYMENT FOR SERVICES.**

- 4.1. Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the PSRFA the amounts determined under **EXHIBIT A**. The PSRFA shall provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.
- 4.2. Failure to Submit Invoice.** The failure of the PSRFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver

of the City's obligation to pay for the services; provided that the failure of the PSRFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the parties.

- 4.3. **PSRFA Charges Under RCW 52.30.020.** The PSRFA 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 City.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration 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 TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the PSRFA the real property and improvements identified in **EXHIBIT F "Real Property"** for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Paragraph 5.2.
- 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 Paragraph 5.2.b. The PSRFA 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 cost in excess of \$1,000.00. The City and the PSRFA shall share equally in the cost of such repairs, provided the PSRFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.
  - (c) **Utilities.** The PSRFA shall be responsible for payment of all utilities serving the Real Property.
  - (d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$ 87,400 in 2023. The cost shall be adjusted January 1 of each year (beginning 2024) by

100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W. Yard maintenance service will not be provided by the City and will be the responsibility of the PSRFA.

- (e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.
  - (f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2, the Lease Agreements for the Real Property shall be terminated effective on the date the PSRFA is no longer responsible for providing services to the City and the City shall assume full responsibility for the Real Property.
- 5.3. Capital Purchases.** The PSRFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.
- 5.4. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT G** shall govern the retention and disclosure of any records of one party held by the other.
- 5.5. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.
- (a) **Identification of Personal Property.** The PSRFA shall sell back to the City any Personal Property transferred to the PSRFA on January 1, 2014 as provided in Paragraph 5.5(b). The PSRFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the PSRFA on the Termination Date.
  - (b) **Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the PSRFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.
  - (c) **SeaTac Capital Facilities Fund.** The PSRFA shall transfer to the City the entire balance of the PSRFA's "Contract Reserve Fund" on the effective date of termination.

**(d) City Responsibility for Salary Savings Program.** In the event any former City employees identified in the previous **EXHIBIT G** of the 2014 ILA between PSRFA and the City are receiving payments pursuant to the Salary Savings Program established under the PSRFA CBA, the City shall reimburse the PSRFA for the full value of all remaining costs of the Program for those employees.

**(e) City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 PSRFA employees employed to meet the City's minimum staffing requirement that are laid off by the PSRFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.4. Provided, however, the PSRFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3 of the 2014 ILA between PSRFA and the City.

**5.6. Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the PSRFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the PSRFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The PSRFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

## **6. EMPLOYEE.**

**6.1. PSRFA Employees.** PSRFA employs all personnel necessary to provide services under this ILA.

**6.2. City LEOFF I Responsibility.** The City retains liability for retired LEOFF 1 City Fire Department FTE's to include medical and long term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures.

- 6.3. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the PSRFA harmless from any and all demands, claims or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to January 1, 2014.
- 6.4. Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the PSRFA as a result of the termination consistent with the following provisions:
- (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the PSRFA determines that it must lay off employees, the PSRFA shall first layoff, and the City shall rehire, all PSRFA personnel that were employed by the City of SeaTac on December 31, 2013.
  - (b) If the PSRFA determines that additional personnel will need to be laid off, the PSRFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
  - (c) In the event the PSRFA determines that additional employees must be laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (d) If the termination date is on or after January 1, 2029, and if the PSRFA determines that represented personnel will need to be laid off, the PSRFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the PSRFA determines that additional employees are laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
  - (e) If the City does not reestablish its Fire Department, the PSRFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.

## **7. OVERSIGHT AND ADMINISTRATION**

- 7.1. Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the PSRFA Governance Board.
- 7.2. Administration of Agreement.** 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 City Manager of the City of SeaTac and the PSRFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the PSRFA pursuant to

this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement and may, at the Committee's option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Paragraph 12.

- 7.3. **Monthly Meetings.** The PSRFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the PSRFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The PSRFA will provide a City Liaison (appointed by the PSRFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The PSRFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year.

## **8. EXISTING AGREEMENTS.**

- 8.1. **Mutual and Automatic Aid Agreements.** The PSRFA shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the PSRFA will represent the City's interests and shall be signatory to the agreements.

## **9. INDEMNIFICATION AND HOLD HARMLESS.**

- 9.1. 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.

## **10. INSURANCE.**

- 10.1. **SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. **PSRFA Insurance.** The PSRFA shall provide insurance coverage for all equipment and personnel of the PSRFA. 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 PSRFA shall furnish to SeaTac appropriate documentation showing that such coverage is in effect. The City

of SeaTac recognizes that the PSRFA is a member of a governmental insurance Pool and the PSRFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the PSRFA.

## **11. INDEPENDENT MUNICIPAL GOVERNMENTS.**

- 11.1. Independent Governments.** The parties recognize and agree that the PSRFA and the City 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.
- 11.2. 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.
- 11.3. Debts and Obligations.** Neither the City nor the PSRFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.
- 11.4. Assignment of Resources.** The PSRFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to internal political boundaries and to determine the exact method by which the Services described this Agreement are provided within the PSRFA and within the City.

## **12. DISPUTE RESOLUTION.**

- 12.1.** Prior to any other action, the City Manager and the PSRFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** 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.
- 12.3.** 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.

- 12.4. 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.

### 13. MISCELLANEOUS.

- 13.1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the PSRFA 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.
- 13.3. **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.
- 13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. **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.
- 13.6. **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.
- 13.7. **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.
- 13.8. **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.

**13.9. 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.

**13.10. 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.

**13.11. 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.

**13.12. 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 and shall be effective on the date of the last signature below.

**PSRFA:**

**CITY:**

Puget Sound Regional Fire Department  
Regional Fire Authority:

City of SeaTac:

By: B.R.C.

By: for [Signature] Acting City Manager

Print Name: Brian Carson

Print Name: Carl Cole

Its: Fire Chief

Its: city manager

DATE: Dec 21, 2023

DATE: 1/4/2024

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

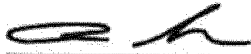
Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

Attn: City Manager  
4800 S 188<sup>th</sup> Street  
SeaTac, WA 98188

(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)

(206) 973-4800 (telephone)  
(206) 973-4819 (facsimile)

**APPROVED AS TO FORM:**



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Brian Snure  
Attorney for PSRFA

**APPROVED AS TO FORM:**



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Mary E. Mirante Bartolo  
City Attorney

## EXHIBIT A

### PAYMENT FOR SERVICES

- 1. Actual Labor Costs.** The City shall pay to the PSRFA the actual Labor costs required to fund minimum staffing at the City's two fire stations. For purposes of this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1<sup>st</sup> 2023 the PSRFA will establish a budgeted labor cost for calendar year 2024. The City will pay this amount for services rendered in 2024. The PSRFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2024 services no later than February 15, 2025*
- 2. Administration Salary and Benefits Costs.** The City and the PSRFA have calculated a 2023 baseline budget for Administration Salary and Benefits Costs. This amount will be adjusted annually beginning in 2024 as further described in EXHIBIT H.
- 3. Good and Services.** The City and the PSRFA have calculated a 2023 baseline budget for Goods and Services. This amount will be adjusted annually beginning in 2024 as further described in EXHIBIT H.
- 4. Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the PSRFA will require specific capital contributions. In 2023, the City shall pay \$618,508 to the PSRFA to be placed in a restricted "Contract Reserve Fund" to be used by the PSRFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.
- 5. Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$ 87,400 in 2023. The cost shall be adjusted January 1 of each year (beginning 2024) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

## **EXHIBIT B**

### **COMMUNITY RISK REDUCTION SERVICES**

- 1. Community Risk Reduction Administration Services Provided to City.** The PSRFA shall provide the following Fire Prevention Administration Services to the City:
  - a.** Manage and supervise Community Risk Reduction Division personnel.
  - b.** Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
  - c.** Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - d.** Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
  - e.** Interpretations of fire codes.
  - f.** Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
  - g.** Provide for public access to the Fire and Life Safety Division.
  - h.** Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
  - i.** Document management within the Community Risk Reduction Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - j.** Permit process activities within the Community Risk Reduction Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - k.** Issue, print and mail or deliver fire code permits.
  - l.** Resolve code complaints or inquiries from the public to include data entry, file creation, and routing of information. Review and sign voluntary correction agreements.
  - m.** Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.

- n. Ensure performance of all duties necessary in order to enforce the fire codes.
- o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
- p. Perform all other tasks related to the provision of Risk Reduction Administration Services.

**2. Fire Prevention Code Enforcement Services Provided to City.** The PSRFA shall provide the following Fire Prevention Code Enforcement Services to the City:

- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as need.
- b. Inspect businesses that are required to have fire code permit(s).
- c. Investigate and resolve fire code violation complaints or inquiries, which includes issuance of appropriate citations after consultation with the City. Coordinate with the City's Building Division and Code Compliance on code violations or complaints. The City shall remain responsible for any required judicial enforcement or collection actions.
- d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13.150, which includes issuance of appropriate citations after consultation with the City.
- e. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
- f. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
- h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.

**3. Fire Prevention Development Services Provided to City.** The PSRFA shall provide the following Fire Prevention Development Services to the City:

- a. Management of the Knox/Supra rapid entry program.
- b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time

frames and through close coordination the Director of Community and Economic Development (CED) and other City departments.

- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - e. Approve of hydrant placement on public and private projects.
  - f. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
  - g. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
  - h. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
  - i. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's CED Department as agreed between both parties.
  - j. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
  - k. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions, however the PSRFA shall issue appropriate citations after consultation with the City. The City shall remain responsible for any required judicial enforcement or collection actions.
4. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.

- 5. Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or CED Director as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
- 6. Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or because of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department and shall transmit all such money collected to the City thirty days after the end of the preceding month. (Net 30).
- 7 Collection and Transmission of Fees and Charges.** If at such time PSRFA elects to use its own permitting, plan review and inspection software for the purpose of new construction and development, PSRFA shall be responsible for billing and collection of fees. PSRFA shall remit to the City, on a quarterly basis, City specific administrative fees collected.
- 8. PSRFA shall be responsible for billing and collection of all annual inspection, operational permit, and related fees.**

## **EXHIBIT C**

### **FIRE INVESTIGATION SERVICES**

- 1. Services Provided to City.** The PSRFA shall provide the following Fire Investigation Services to the City:
  - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
  - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
  - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
  - d. Identify juvenile fire setters and coordinate intervention and counseling.
  - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
  - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
  - g. Participate in regional and state fire investigative organizations and activities.
  - h. Perform all other tasks related to providing Fire Investigation Services.
- 2. Investigators.** Investigators who perform the fire investigation services shall not be commissioned as law enforcement officers..
- 3. Uniformed Police Officer When Arrest Made.** A uniformed commissioned police officer will be present when making an arrest in the City.
- 4. Fire Deaths or Severe Injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The PSRFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.



5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the PSRFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the PSRFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
  - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
  - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT D

### EMERGENCY MANAGEMENT SERVICES

1. **Emergency Management Services Staff Dedicated to City.** The PSRFA will provide one 1 FTE staff member to assist the City with the following Emergency Management Services:

- a. **Compliance issues:**

- i. Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current SeaTac CEMP is on file with Washington Emergency Management Division (WA EMD)
- ii. Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council
- iii. Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD
- iv. Monitor, manage and ensure that all City of SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

- b. **Daily activities:**

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

- c. **Work Station:**

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

## **EXHIBIT E**

### **PUBLIC EDUCATION SERVICES**

- 1. Public Education Services Provided to City.** The PSRFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
  - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
  - iii. Support and participation in providing tours of the fire stations.
  - iv. Providing of CPR and First Aid classes.
  - v. Support and participation in the bicycle and life jacket program.
  - vi. Support and participation in smoke detector program.
  - vii. Public Information Officer at emergency scenes as needed.
  - viii. Provide live fire demonstrations for special events.
  - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

**EXHIBIT F**

**REAL PROPERTY**

**Station 45--** Tax Parcel No. 344500-0019

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 88, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND EXCEPT THE NORTH 30 FEET FOR COUNTY ROAD, RECORDED UNDER RECORDING NUMBER 1566313;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

**Station 46--** Tax Parcel No. 443500-0195

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

**EXHIBIT G**

**RECORDS MANAGEMENT**

**1.1. Record Ownership.**

- (a) PSRFA records "PSRFA Records" shall include:
  - (i) all records prepared, owned, used, or retained by the PSRFA related to the performance of its statutory and contractual duties.
  - (ii) all City Records actually received by the PSRFA pursuant to this Interlocal Agreement.
- (b) City records "City Records" shall include:
  - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the PSRFA to the City.

- (c) The parties recognize that physical custody of PSRFA Records or City Records is not determinative of whether the records are PSRFA Records or City Records, and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.
- 1.2. Records Custodian. Except as provided below, the PSRFA will be the primary record custodian of all PSRFA Records. The City will be the primary custodian of all City Records.
- 1.3. Requests for Records. The Parties recognize that some City Records may be in the possession of the PSRFA and some PSRFA Records may be in the possession of the City. The Parties agree to the process stated below when responding to requests for records belonging to the other Party. The method set forth in this exhibit shall serve only as a guideline, that may be altered as necessary. The parties agree to cooperate fully in satisfying their duties and obligations under the Public Records Act.
- (a) The party receiving the request "Receiving Party" will notify the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- 1.4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.
- 1.5. The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 1.6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The Parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

## **EXHIBIT H**

### **COST ALLOCATION FOR SERVICES**

The City and the PSRFA baseline budget for 2023 and 2024 is allocated based on PSRFA's total cost of services. The table below provides the cost allocation methodology for Administrative Services, Recurring Operational Costs and Operations Labor respectively. The Administrative Salaries and Operations Labor costings for 2023 include 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W for the positions necessary to support the operation and administration of fire services to the City as identified in this Exhibit.

	RFA 2023 Budget	Methodology	Basis	Percentage	2023 Cost	2024 Cost
<b>Admin Salaries</b>						
Admin	1,735,463.01	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$205,609.11	215,889.56
HR	1,266,353.98	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$150,031.38	157,532.95
Finance	1,068,254.50	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$126,561.53	132,889.81
CARES	989,180.09	2022 numbers with 5% increases			\$176,386.35	185,205.67
Logistics	742,486.90	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$87,966.19	92,364.50
Performance Measurement	860,519.15	Planning Zones (# of stations)	3.00	17.65%	\$151,856.32	159,449.14
Training	948,106.96	paid in SKCFTC formula			\$0.00	-
Fleet	3,760,564.71	hours @ \$140/hr (1146 hours represents one FTE)	1930.00		\$186,200.00	195,510.00
IT	1,591,198.08	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$188,517.31	197,943.17
Facilities	715,609.44	13 stations + 3 vol + garage + 23 bldg + training 7# = 19	2.00	10.53%	\$75,327.31	79,093.67
CRR - Admin	535,559.40	% of total employees (13)		15.38%	\$82,393.75	86,513.44
CRR - Prevention & Inv	159,218.83	# of personnel dedicated to jurisdiction	1.00		\$159,218.83	167,179.77
CRR - EM	159,218.83	# of personnel dedicated to jurisdiction	1.00		\$159,218.83	167,179.77
Com Rel/PubEd/PIO	701,244.72	# of Ops personnel out of 236 total	38.40	16.27%	\$114,100.04	119,805.88
					<b>\$1,863,387.74</b>	<b>1,956,557.12</b>
<b>Goods &amp; Services</b>						
Admin	604,381.46	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$71,604.14	75,184.35
HR	173,508.18	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$20,556.39	21,584.21
Finance	113,883.93	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$13,492.41	14,167.03
IT	1,117,904.45	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$132,443.81	139,066.00
IT licensing		Broadband(12000),Telestaff(3000),ESO(11000),365(13000)			\$39,000.00	40,950.00
Cares	60,516.63	no cost			\$0.00	-
Logistics	300,479.60	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$35,599.34	37,379.31
Planning	130,680.74	Planning Zones (# of stations)	3.00	23.08%	\$30,157.09	31,664.95
Training	848,516.77	# of Ops personnel at \$5090	38.40		\$195,456.00	205,228.80
Fleet	2,240,862.29	parts			\$93,000.00	97,650.00
Dispatch	265,980.00	# of responses at VC rate of \$49.98	5000.00		\$249,900.00	262,395.00
Operations	936,658.55	# of Ops personnel out of 236 total	38.40	16.27%	\$152,405.46	160,025.73
Facilities	3,705,850.69	50,000/station	2.00		\$100,000.00	105,000.00
CRR-Prevention & Prepared	163,434.86	% of total employees (13)	2.00	15.38%	\$25,143.83	26,401.02
Com Rel/PubEd/PIO	43,155.64	# of Ops personnel out of 236 total	38.40	16.27%	\$7,021.93	7,373.03
					<b>\$1,165,780.41</b>	<b>1,220,069.43</b>
<b>Operations Labor</b>						
Battalion Chief	210,177.51	# of BC	2.40	20.00%	504,426.01	529,647.31
Captains	179,459.42	# of Captains	12.00	18.75%	2,153,513.07	2,261,188.73
Engineers	165,171.94	# of Engineers	16.00	19.05%	2,642,751.08	2,774,888.63
Firefighters	159,218.83	# of Firefighters	8.00	15.98%	1,273,750.61	1,337,438.14
Overtime					\$931,468.80	978,042.24
					<b>\$7,505,909.57</b>	<b>7,881,205.05</b>
					<b>\$10,535,077.71</b>	<b>11,061,831.60</b>
					<b>\$524,262.90</b>	<b>550,476.05</b>
					<b>\$11,059,340.61</b>	<b>11,612,307.64</b>