



KING COUNTY FIRE PROTECTION DISTRICTS 10

BOARD OF FIRE COMMISSIONERS

Special Meeting Agenda

February 19, 2020, 2:00 p.m.

Eastside Fire & Rescue's Headquarters

175 Newport Way NW

Issaquah, WA 98027

CALL TO ORDER, ROLL CALL, FLAG SALUTE

PUBLIC COMMENT

REGULAR BUSINESS

1. Discuss Emergency Management Services Agreement..... Page 2

GOOD OF THE ORDER

ADJOURNMENT



King County Fire Protection District 10
Board of Commissioners
AGENDA BILL D10-2020-05
February 19, 2020

SUBJECT: Emergency Management Services Agreement

SUMMARY STATEMENT: The City of Sammamish (City) currently employs an Emergency Management Coordinator to provide emergency management services to the City. The City has a strict no nepotism policy which prevents it from employing family members of current employees. The City would like to contract for services with EF&R to provide emergency management services to the City.

EF&R wishes to expand services to the community to include emergency management services by transferring employment of the city Emergency Management Coordinator to EF&R. The City will pay EF&R the full amount of employment costs of the Emergency Management Coordinator to provide this service to the City. Thus, there are no negative impacts to the 2020 budget. EF&R believes this expansion of services will benefit the entire region by adding capacity and consolidating emergency management services under the EF&R umbrella.

Expenditure Required: \$

Amount Budgeted: \$

Funds Utilized: General Fund

RECOMMENDED MOTION: Move to authorize the Fire Chief to execute the Emergency Management Services Agreement with the City of Sammamish substantially in the form presented and further authorize the Chief to agree to any necessary revisions requested by the City on approval by Legal Counsel.

ALTERNATIVE(S):

EXHIBITS: Emergency Management Services Agreement.

Originator: JC

Administrative Review: 2/14/20

Action:

Date: 02/19/20

Motion By:

2nd:

District Secretary:

EMERGENCY MANAGEMENT SERVICES AGREEMENT

This Agreement is entered into between King County Fire Protection District No. 10, a municipal corporation, hereafter referred to as "District", and the City of Sammamish, a municipal corporation, hereafter referred to as "Sammamish."

RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031(4) and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; and
2. Sammamish currently employs an emergency management coordinator (hereafter "Coordinator"); and
3. The District has agreed to become the employer of the Coordinator and to provide emergency management services to Sammamish; and
4. Sammamish has agreed to compensate the District for Emergency Management Services, the cost of which shall not exceed the fully burdened salary of the Coordinator.

AGREEMENT

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

1. Scope of Agreement

- 1.1. The scope of this Agreement includes the terms and conditions under which District will provide Sammamish with Emergency Management Services.
 - 1.2. The City is responsible for providing Emergency Management Services as required by Chapter 38.52 RCW and Sammamish Municipal Code Chapter 2.70. Nothing in this Agreement shall be deemed to transfer this statutory or code responsibility to the District and the City Manager shall remain the official responsible for all duties delegated to the City Manager in Chapter 2.70 of the City Code.
- 2. Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement ("Administrative Board"). The Administrative Board shall consist of the Fire Chief, or Designee for the District and the Sammamish City Manager or Designee. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of the District and Sammamish pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.

3. Emergency Management Services. The District shall provide Emergency Management services to Sammamish in the manner and at the level identified as follows:

3.1. Ensure that emergency management plans, programs, and training are in compliance with federal and state standards.

3.2. Ensure that adequate emergency management training is provided to meet federal mandates. However, the District will not be responsible if Sammamish City staff members with emergency management duties do not participate or meet these mandates.

3.3. Fulfill the role as the Emergency Coordination Center Manager during activations.

3.4. Maintain and update the following plans in accordance with state and federal requirements, as well as any other plans that are required pursuant to future state and federal requirements including the following:

3.4.1. Comprehensive Emergency Management Plan;

3.4.2. Hazardous Materials Emergency Response Plan;

3.4.3. Local Hazard Mitigation Plan;

3.4.4. Hazardous Identification and Vulnerability Analysis; and

3.4.5. Homeland Security Exercise and Evaluation Program.

3.5. Apply for, participate in, and manage the public assistance grant program and the Emergency Management Performance Grant.

3.6. Represent Sammamish by actively coordinating and participating within local and regional groups, committees, and associations to further emergency preparedness, and to keep current on emergency management issues facing Sammamish and the region.

3.7. Develop, manage and oversee the City of Sammamish Emergency Planning Committee.

3.8. Prepare Sammamish staff and residents for emergencies by providing or coordinating the following training:

3.8.1. National Incident Management System Training;

3.8.2. Emergency Coordination Center Position Training;

3.8.3. Department Operation Center Training;

3.8.4. Community Emergency Response Training;

3.8.5. School Emergency Response Training;

3.8.6. Business Emergency Response Training;

3.9. All money, fees, and charges of any kind charged and collected by the District for provision of Emergency Management Services for Sammamish shall be the sole property of Sammamish and payable to Sammamish. The District shall establish a procedure for the charging and collection of fees and charges as directed by the City of Sammamish Finance Director and shall immediately transmit all such money collected to Sammamish.

4. **Emergency Coordination Center (“ECC”).** Sammamish shall provide an Emergency Coordination Center for the District to use in the event of an activation. Sammamish recognizes that the District may use its ECC for low level emergencies which do not warrant the full activation of the Sammamish ECC. Sammamish shall retain all statutory authority in operational and/or policy decisions during an activation. Sammamish shall provide staffing of key functions to ensure adequate operation of the Sammamish ECC. In the event that adequate staffing is not available and when agreed to by both parties, the District may staff the ECC with additional District staff to be reimbursed as provided in Section 7.2.

5. **Term.** This Agreement shall become effective on _____, 2020. This Agreement shall remain in full force and effect until terminated by either party as provided for in Section 6.

6. **Termination.**

6.1. **Trial Period.** This agreement may be terminated by either party in the first six (6) months with (14 days’ advance written notice).

6.2. **Termination by Notice.** After the Trial Period, this Agreement may be terminated by either party upon it providing the other party with a one-year written notice of such termination.

6.3. **Termination by Mutual Written Agreement.** This Agreement may be terminated at any time by mutual written agreement of the parties.

6.4. **Termination for Breach.** The District may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Sammamish to make payments as required by this Agreement. Sammamish may terminate this Agreement upon fourteen (14) days advance written notice in the event District fails to provide services as required in this Agreement except disputes handled per Section 7.5. Provided however, either party seeking to terminate this Agreement under this provision shall first provide the other party with written notice of the specific breach(es) and its intent to terminate. The notified party shall have thirty (30) calendar days in which to cure the specific breach(es) before the 14-day termination notice may be issued.

7. **Payment to the District.**

7.1. **Basic Fee.** In consideration of this Agreement and the services provided, Sammamish will pay the District an annual amount of \$177,007 which reflects the fully burdened salary of the Coordinator. Sammamish shall pay this amount on a quarterly basis and no additional invoice shall be required.

7.2. Annual Adjustment. The rate will be adjusted each year to cover any cost of living or benefit adjustments paid by the District to the Coordinator.

7.3. Billing Dispute. In the event that there is a dispute regarding the amount of money owed by Sammamish to the District, the Administrative Board shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the parties shall proceed in accordance with the dispute resolution process identified in Section 11.

7.4. Additional Parties. In the event the District is able to contract with other governmental entities to provide Emergency Management Services, the District and Sammamish shall negotiate the Basic Fee set forth in Section 7.1.

8. Employment Status.

8.1. District Personnel. District personnel who provide services under this Agreement shall remain personnel of District and shall not be considered personnel of Sammamish. District shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, training, benefits and insurance for its personnel. District personnel shall not be entitled to any benefit provided to personnel of Sammamish.

8.2. Sammamish Personnel. Sammamish personnel who provide services under this Agreement shall remain personnel of Sammamish and shall not be considered personnel of District. Sammamish shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. Sammamish personnel shall not be entitled to any benefit provided to personnel of District.

8.3. Transfer of Employment. The current Sammamish Emergency Management Coordinator shall be transferred to the District as the District's Emergency Management Coordinator. Should this contract be terminated, for any reason other than the Coordinator's resignation or for the District's termination of the Coordinator, Sammamish agrees to reinstate the Coordinator as a Sammamish employee. In the event of the Coordinator's resignation from the District or the District's termination of the Coordinator, without the District having hired a different employee to provide the services under this Agreement, this Agreement shall terminate automatically.

9. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

10. Insurance. Each of the parties shall provide insurance coverage for all operations, facilities, equipment and personnel. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.

11. Dispute Resolution.

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

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

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

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

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

12. Miscellaneous:

12.1. 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. The parties recognize that the District may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that the District may become a party to an interlocal agency in conjunction with other south county municipalities for the purpose of performing the work called for in this Agreement. Sammamish agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which the District is a party, and that emergency management personnel who are employed by jurisdictions other than the District which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Sammamish.

12.2. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

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

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

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

12.6. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

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

12.8. Workstation. Sammamish will provide a workstation, computer with access to City drives, and printer in Sammamish City Hall. Sammamish's provision of a workstation for the Coordinator's use shall not operate to modify the employment status of the Coordinator as a District employee, nor shall Sammamish's provision of a workstation be construed as management by the City of Sammamish, its officers and appointed officials of the day-to-day work of the Coordinator.

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

SAMMAMISH:

City of Sammamish:

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

DISTRICT:

King County Fire Protection District No. 10:

By: _____

Print Name: Jeff Clark

Its: Fire Chief

Date: _____

APPROVED AS TO FORM:

Brian Snure,
District Attorney