

RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – February 12, 2018 Fire Station #13 – 18002 108th Ave. S.E., Renton

- 1. Call Meeting to Order
- 2. Flag Salute
- 3. Roll Call
- 4. Agenda Modifications
 - Move Executive Session before Unfinished Business
- 5. Announcements, Proclamations, and Presentations
 - Citizen Recognition
- 6. Public Comment

Members of the audience may comment on items relating to any matter related to RFA business under the Public Comment period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic pursuant to the rules established under Section 8 of the Bylaws. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board as requested by the Chair.

- 7. Consent Agenda
 - Approval of Minutes from the January 22, 2018 Regular Meeting
 - Approval of <u>Vouchers</u>: AP Check Register 1/16/18 1/31/18, Payroll 1/01/18 1/15/18
- 8. Signing of Vouchers
- 9. Board Committee Reports
- 10. Board Member Reports
- 11. Chief's Report
- 12. Department Reports
- 13. Correspondence
- 14. Unfinished Business
 - District 40 Contract
 - Standards of Cover Adoption

GOVERNANCE BOARD REGULAR MEETING AGENDA February 12, 2018 Page 2 of 2

15. New Business

- Appointment of Two Civil Service Commissioners
- McKinstry Facility Assessment

16. Good of the Order

17. Executive Session

- Discuss with legal counsel in executive session pursuant to RCW 42.30.110 (1)(i) to maintain an attorney client privilege while discussing legal risks associated with proposed action or current practice relating to the interlocal with District 40 that is likely to result in an adverse legal or financial consequence to the agency if discussed publicly.
- 18. Future Meeting: Monday, February 26, 2018, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave. S.E., Renton)
- 19. Adjournment



Renton Regional Fire Authority

1055 South Grady Way Renton, WA 98057 Office: (425) 430-7000

Fax: (425) 430-7000

MINUTES

RFA Governance Board Regular Meeting

10:00 A.M. – Monday, January 22, 2018 Fire Station #13 – 18002 108th Ave. S.E., Renton

CALL TO ORDER AND FLAG SALUTE

Governance Board Chair Meikle called the Regular Meeting to order at 9:57 a.m. and led the Pledge of Allegiance.

ROLL CALL

Governance Board Members Present:

Myron Meikle, Chair (Fire District 25)

Armondo Pavone, Vice Chair (City of Renton)

Marcus Morrell (Fire District 25)

Don Persson (City of Renton)

Kerry Abercrombie (Fire District 25)

Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Ed Prince (City of Renton)

Administrative Staff Present:

Attorney Brian Snure, Chief Rick Marshall, Deputy Chief Charles DeSmith, Deputy Chief Roy Gunsolus, Director of Administration Samantha Babich, Fire Marshal Anjela St. John, Battalion Chief Craig Soucy, Lieutenant Mark dosRemedios, Firefighters Ver Steeg, Hyslop and Krystofiak and Administrative Secretary Linda Mann.

A **MOTION** was made by Board Vice Chair Pavone and **SECONDED** by Board Member Abercrombie to excuse absent Board Member Prince from the meeting. **MOTION CARRIED (5-0)**

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Chief Marshall introduced one of our newest firefighters, Brady Ver Steeg, to the Board, and presented him with his helmet.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

Approval of Minutes

A **MOTION** was made by Board Member Abercrombie and **SECONDED** by Board Vice Chair Pavone to approve the Minutes from the January 8, 2018 Regular Meeting. **MOTION CARRIED (5-0)**

Approval of Vouchers:

A **MOTION** was made by Board Member Morrell and **SECONDED** by Board Vice Chair Pavone to approve the vouchers which included the following:

• AP Check Register 1/01/18 – 1/15/18, Payroll 12/16/17 – 12/31/17 **MOTION CARRIED (5-0)**

SIGNING OF VOUCHERS

The members of the Finance Committee signed the Voucher Approvals for January 22, 2018.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

BOARD MEMBER REPORTS

There were no Board Member reports.

CHIEF'S REPORT

Chief Marshall's report included the following:

- New RRFA Website Up and Active: We are proud to announce that our newly redesigned website it up and running. Our website address of www.rentonrfa.org remains the same.
- Finance Section Update: After our first successful payroll run, the focus will now switch to Accounts Payable and Accounts Receivable.
- Renton Administrative Staff Retreat: On January 10-11, Chief Marshall had the pleasure
 of attending the Renton Administrative Staff Retreat in La Connor. The retreat was a
 great opportunity not only to collaborate with City of Renton Leadership on how to best
 serve our citizens, but a good time to get to know one another on a more personal level.
- 2018 Benefit Charge Notices: On Tuesday, January 16, Benefit Charge notices were
 mailed to our citizens. There was a misprint where two of the amounts were
 transposed. The printer is covering the cost of both printing and postage for sending a
 revised notice out. We have already started fielding calls at headquarters, with the
 volume less than last year. Our Planning Division is helping this year and is educating
 the public and initiating petitions for adjustments based on certain factors.
- 2018 New Recruit Graduation: On Thursday, January 18, we held our new recruit graduation. This was the fourth academy graduation from our Training Consortium and we continue to be extremely pleased with the training our recruits are receiving.
- First Responders Procession Pierce County Sheriff's Deputy Daniel McCartney: Fellow RRFA members and Chief Marshall had the privilege of attending the procession for Pierce County Sherriff's Deputy Daniel McCartney on Wednesday, January 17, 2018.
- All Officer Meeting: On January 10 and 11, we held our annual All Officer Meeting for
 Fire Officers and Deputy Fire Marshals. In addition to operational updates and training,
 Seth Grant from King County Sherriff's Office provided training in incident report
 writing.
- Minor Accident for Engine 11: On January 15, while responding to a MVA, a driver got
 out of her car while it was in reverse and caused the car to roll backwards and hit the
 engine. No damage was observed on F115 and no injuries were reported.

DEPARTMENT REPORTS

Department reports were provided to the Board for their review.

CORRESPONDENCE

 Thank You Letter from Valley Regional Fire Authority: We received a letter from VRFA thanking us for our assistance with the three-alarm fire in downtown Auburn on December 26, 2017.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Purchase of Dive Vehicle:

We have budgeted to replace F068, a 1999 dive rescue vehicle which is at the end of its life span. The dive vehicle is in the RRFA vehicle replacement schedule and is due for a safety update. F068 will have equipment removed and sold for surplus. The new dive rescue vehicle would replace the old. The City purchased a 1999 Ford Chassis for the fire department, and City employees took an old aid car box off a surplussed aid car and placed it on the Ford Chassis in-house. We will be placing the order for the new dive vehicle through the Houston-Galveston bid process. The installations of all the electronics will be performed by Systems for Public Safety (SPS). Purchasing in January will allow us to receive 2017 pricing on the Dodge Chassis.

A **MOTION** was made by Board Member Persson and **SECONDED** by Board Vice Chair Pavone to approve the purchase of a new dive vehicle, and allow the Renton Regional Fire Authority staff to oversee the build and delivery in the summer of 2018. **MOTION CARRIED (5-0)**

Purchase of Command Vehicle:

We would like to replace the 2007 Chevy Tahoe Command Vehicle (F438) which is at the end of its life span with 93,223 miles. The new 2017 Chevy Silverado is in the budget, and up for replacement on the RRFA vehicle replacement schedule. F438 will have its equipment removed, then installed into the new vehicle. We will be placing the order for the new command vehicle through the DES state bid process. The installations of all the lighting and electronics will be performed by Systems for Public Safety (SPS) and interior work will be performed by CMC. Because of our purchasing in January we were able to receive 2017 pricing from electronic manufacturing.

A **MOTION** was made by Board Member Persson and **SECONDED** by Board Vice Chair Pavone to approve the purchase of a new Command Vehicle, and allow the Renton Regional Fire Authority staff to oversee the build and delivery in May 2018. **MOTION CARRIED (5-0)**

GOOD OF THE ORDER

Firefighter Chris Krystofiak shared with the Board that there will be a fundraiser at the Landing on Saturday, February 10th from 10:00 a.m. to 5:00 p.m. for the Firefighter Stairclimb that 12 of the Local 864 Union members will be participating in.

EXECUTIVE SESSION

GOVERNANCE BOARD REGULAR MEETING MINUTES January 22, 2018 Page 4 of 4

There was no executive session.

The meeting adjourned at 10:48 a.m.

FUTURE MEETINGS

The next meeting is scheduled for Monday, February 12, 2018, 10:00 a.m. at Fire Station #13 (18002 108th AVE S.E., Renton)

ADJOURNMENT

Myron Meikle, Board Chair	

Recorded by: Linda Mann, Administrative Secretary I

VOUCHER APPROVAL FOR FEBURARY 12TH, 2018 MEETING

AUDITING OFFICER CERTIFICATION

I, the undersigned, do herby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Renton Regional Fire Authority, and that I am authorized to authenticate and certify said claim.

Auditing C		all, Fire Chief			
		AUDIT COMM	<u>1ITTEE</u>		
	l by RCW's 42.24.080 &		dividual departments and hers has been provided		-
	nt accounts payable vou		e Renton Regional Fire Au 3.52, payroll vouchers a	•	
	A/P VOUCHERS	Payment Date	Numbers	Amount	
	Checks	01/16/2018 - 01/31/201	.8 10023-10059	\$231,108.85	
	EFTs	01/16/2018 - 01/31/201	.8	\$100,510.00	
	Bank Drafts	01/16/2018 - 01/31/201	.8	\$284,084.67	
	TOTAL A/P			\$615,703.52	
	PAYROLL VOUCHERS		No. of Vouchers	Amount	
	Direct Deposits	01/25/2018	155	\$472,092.39	
	Payroll Checks	01/25/2018	1	\$0.00	
	TOTAL PAYROLL		156	\$472,092.39	
	TOTAL CLAIMS			\$1,087,795.91	
Renton Regi	onal Fire Authority Finance	· Committee:			
Kerry Abercr	ombie, Board Member	Ed	Prince, Board Member		
Myron Meik	le, Chairperson	M	arcus Morrell, Board Memb	per	

Armondo Pavone, Board Member

Don Persson, Board Member

REGODANT FIRE AUTHOR

RENTON REGIONAL FIRE AUTHORITY

MEMORANDUM

DATE: February 12, 2018

TO: Myron Meikle, Chairperson (Fire District 25)

Kerry Abercrombie (Fire District 25)
Marcus Morrell (Fire District 25)

Ed Prince (City of Renton)

Armondo Pavone (City of Renton)

Don Persson (City of Renton)

Linda Sartnurak (Non-voting Advisory Position, Fire District 40)

FROM: Rick Marshall, Fire Chief

SUBJECT: Renton Regional Fire Authority Chief's Report

1. New Recruits

Our newest firefighters officially started the academy on February 6. I am confident that each of them will excel and emerge in 19 weeks as Renton Regional firefighters! Please join me in welcoming Riley, Schuyller, Bryan, Zach, Spencer, and Adam to our family.

2. Fire Station 15

We anticipate that the bid for Fire Station 15 will be awarded early next week. While the bids closed on January 23, I have been unsuccessful at getting a revised cost number from CoR Community Services. We are also working on an agreement that will help guide us through the construction process.

3. Healthy Heart Proclamation

On Monday, February 5, DC Gunsolus spoke at the Renton City Council meeting about our efforts again this year with our Healthy Heart program—geared to bringing awareness and increased health to our community. Mayor Law proclaimed February as Renton Healthy Heart Month, for which we are deeply appreciative.

4. SCBA Mask Purchase

We are purchasing new high temperature SCBA masks for our members at a cost of \$30,000—an approved budgeted expense in the 2018 budget. This purchase comes after extensive research into issues where existing masks can craze and fail when repeatedly being exposed to radiant heat. We have had a few masks craze, but never fail. Working in partnership with L864 and our Safety Committee, we have budgeted this expense over the next two years.

5. Maple Valley KCFD43 Contract Proposals

On Monday, February 5, I was asked to speak to the Commissioners of Maple Valley Fire who was asking for proposals for contracting fire services. I declined the offer to present a proposal on behalf of Renton Regional Fire. My reasons included the fact that we are just learning to stand on our own as a fire district and concern of Maple Valley's financial stability. Both Eastside Fire and Puget Sound Fire presented proposals. In the end, the Commissioners opted to enter into negotiations with Puget Sound Fire for services.

6. Fire Station #14 Plumbing Project Update

The large (2,300 sq ft) Station #14 plumbing project began this week. Below are photos of the water damage from years of neglect.

The City of Renton is covering the cost of everything being done. This teardown/remodel will affect:

- The Men's/Women's restrooms and Custodians closet on the Training side.
- The SCBA workshop.
- Most of the Men's restroom on the Suppression side. Two showers and three sinks will still be useable.

ServPro will complete the teardown this week and the City has also put a rush on the reconstruction. This will include new walls, paint, trim, plumbing, and fixtures.

An update will be provided once construction begins and dates are set.



7. FD CARES/MIH

We continue to work to develop our FD CARES/MIH business model and still feel we are on target to stand up the program on July 1 with Board authorization. We are taking a crawl, walk, run approach that will allow us to maintain control of emergent and non-emergent calls, while not over-committing on staff. In addition, we are exploring an option to allow public-private partnerships that will help us receive revenue for our diversion efforts. This care is currently being provided in our community by private healthcare providers and HMOs, but they are expressing interest in partnering with fire departments. More to follow on this one.

8. Propane Tank Explosion

An explosion occurred on January 23 on 200 block of Edmonds Ave SE. Crews arrived to find a house with an addition to the rear porch area. In that area was a propane tank and burner that appears to have developed a leak. This led to an explosion that damaged the covered area, but it did not damage the structure itself. I worked with crews on scene and Deputy Chief Gunsolus and no injuries were reported.

9. Shooting near Benson Hill Neighborhood

At 12:42 on January 24, RRFA and Renton Police responded to a shooting near 120th Ave SE and SE 178th. A single person was shot inside a residence. The victim was treated by RRFA and KC Medic One and transported to Harborview Medical with life threatening injuries. The suspect fled the scene. Indication was that the suspect is a female in her 50s that likely knew the victim—motive unknown. Police used a K-9 officer to search for the suspect but it was unsuccessful.

10. Vehicle Fire on Lake Washington Blvd

On January 23, RRFA crews responded to a vehicle fire located on Lake Washington Blvd N. Located at this address is the Hyatt Regency Hotel. The vehicle was a moving truck making a furniture pick up from a resident who lived at the Bristol Apartments. The driver of the truck witnessed a "check engine" light upon their arrival. When he parked the vehicle, he was unable to turn the engine off. He and his assistant decided to attempt the furniture pick with the engine running. Shortly thereafter, flames were spotted from the engine compartment by a passerby and 911 was called.

The cause of this fire is listed as accidental due to a mechanical malfunction. No one was injured. Neither the Hyatt nor the Bristol Apartments received any damage from the fire.

11. House Fire near Renton High School

RRFA crews fought a defensive house fire located on 89th Ave S on January 28. One occupant was treated at the scene for burns and was transported with life threatening injuries to Harborview. The house was a large two story with a daylight basement down a very long and very muddy driveway. Water supply was an issue due to poor hydrants in the area. DC Gunsolus was the Duty Chief and was on scene with RRFA crews, insuring their safety and assisting the incident command team. After conferring with DC Gunsolus, I responded to the scene. Crews were facing a series of complications: access problems, long hose lays, dangerous working environment, potential arson and criminal activity, and reports of up to eight people living in the house with only two known outside the structure.

One person was injured and transported to Harborview for treatment. The person received burns to her hands and nose, and her legs were cut from jumping out of a window. The injured occupant stated that she was the sole occupant at the time of the fire.

The home is a total loss. Damage amount to the home has yet to be determined at this time. The cause is currently listed as undetermined pending further investigation by PD. The Deputy Fire Marshal was unable to enter the home due to structural instability however, they are confident the fire did start inside the first floor bedroom.

12. Kennydale House Fire

On January 30, RRFA responded to the report of a residential structural fire on N 28th Pl.

The grandmother reported that there was a candle on the TV table that appeared to have been moved so it was under the TV and the TV caught fire. She tried to put the fire out with a towel but all she did was knock the candle off the table and the TV kept burning. She then grabbed the children and evacuated. She went to the next-door neighbor and told him about the fire. He then grabbed his powder extinguisher, entered through the front door and extinguished the fire.

Area of origin was the top of the TV table just inside the front door in the living room. The cause is accidental due to an unattended lit candle.

13. House Fire near Kent Border

On the evening of January 29, residents of a small, one story rambler, on 107th Ave SE found their garage full of smoke with flames coming from their gas furnace. The family evacuated the house (six people, one dog), and called 911.

Battalion 13 was the first on location and found heavy smoke from the Alpha side and flames from garage and back corner. Battalion 13 declared a working incident after a walk around (360) was completed. He then declared the fire to be in offensive strategy. Engine 77 quickly put water from the exterior with Ladder 74 performed vertical ventilation to support crews going inside to attack the fire. Primary and secondary searches were completed with nothing found and fire was extinguished at 1811.

Inspector Eric Donnerstag was on location with report to follow. The residents requested Red Cross for shelter. No injuries to residents or fire crews.



Governing Board Agenda Item

SUBJECT/TITLE: KCFD40 Contract for Service
STAFF CONTACT: Marshall
SUMMARY STATEMENT:
Staff recommends the approval of this contract between the Renton Regional Fire Authority and KCFD40. The existing contract was between the City of Renton and KCFD40. This contract reflects changes in language to reflect the change from the City of Renton to the Regional Fire Authority and the current staffing level that has been in place since July of 2017.
FISCAL IMPACT:
Expenditure Revenue Currently in the Budget Yes No
SUMMARY OF ACTION:
In 2008, the City of Renton and KCFD40 entered into a 20 year contract for fire and emergency service. While that contract is applicable now that we are an RFA, both sides felt it necessary to enter into negotiations to see if there was a way to more clearly, simply, and accurately account for the costs of service. To date, we have been unable to agree on new terms, so it was decided to make minor edits to the existing contract, mostly with regard to changing from "City of Renton" to Renton Regional Fire Authority and use the existing costing model calculations.
Reviewed by Legal Yes V No EXHIBITS:
RRFA/KCFD40 Contract for Service

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the contract for service between the RRFA and KCFD40 and allow the fire chief to sign the contract on behalf of the governing board.

FIRE AND EMERGENCY SERVICES OPERATING AGREEMENT BETWEEN THE RENTON REGIONAL FIRE AUTHORITY AND KING COUNTY FIRE PROTECTION DISTRICT #40

I. Parties

The parties to this agreement are the Renton Regional Fire Authority, a State of Washington Municipal Corporation, referred to herein as the RRFA, and King County Fire Protection District #40, a State of Washington Municipal Corporation, referred to herein as the District.

II. Purpose

Both Parties are authorized under the provisions of Chapter 39.34, RCW 52.26.090, 52.12.031(3) and 35.21.930 to contract with each other to establish fire prevention, education, suppression, emergency and non-emergency medical services for the citizens within their respective boundaries. The purpose of this agreement is to set out terms of such service. Both parties desire to maintain the service within their respective boundaries in the entire service area, and believe that this will be most effectively furnished by establishing services on a contractual basis in the manner provided herein.

III. Services and Payment

- A. Level of Service. The level of service shall be based on the Facilities, Equipment and Staffing Levels set forth in Attachment A. In preparing the budget for the service level set forth in Attachment A, the RRFA shall prepare or revise the budget for the District's review, and shall identify incidents and responses in the service area, report on accomplishments, outlining the prospective work plan initiatives and summarizing departmental budget and staff resources. Fire services capital needs will be included as appropriate.
- B. Services Provided. The RRFA agrees to provide to the residents of District 40 the level of fire and emergency services at the levels established in Attachment A. The District agrees to pay the costs of this level of service in two equal semi-annual payments made in May and November, with the payment amount to be adjusted annually based on the adoption of the RRFA budget in accordance with the level of services established in Attachment A.
- C. Cost of Services. Costs of Services are set forth are established in Attachment A.
- D. Effect of Annexation. There is the possibility that over a period of time portions of the District will be annexed by the City of Renton. In that event the annexed areas will become part of the RRFA. It is the objective of the District that its residents continue to receive a level of fire and emergency medical services at least at the level provided by the RRFA. The parties agree to work cooperatively with each other and the City of Renton to maintain the level of services in those areas of the District that are not annexed into the City. The District and the RRFA shall work with the City of Renton to insure that any asset transfers required under RCW 35A.14.380 or .400 shall transfer to the RRFA to enable the RRFA to continue

serving the annexed areas. In the event of annexation of over one percent of the assessed value of the District by the City of Renton "Annexation Area" the annual Cost of Services shall be reduced by the amount of property tax and benefit charge revenues the RRFA receives in the year of service from the Annexation Area. The Parties agree that the level of service enumerated in Attachment A will not change by virtue of any future annexation.

IV. Administration

The RRFA Fire Chief shall be an employee of the RRFA under the direction of the RRFA Governing Board. It is understood that the authority to hire, discipline, commend, or terminate the Fire Chief rests with the RRFA Governing Board. The District agrees that the RRFA Fire Chief shall be the Fire Chief of the District.

The administration of this agreement is viewed as a partnership between the two governments, and regular dialogue between the parties is encouraged in keeping with section V.B, Meetings. The intent of this section is to create an open environment to discuss the operation of the agreement and any suggested modifications or improvements. Because the RRFA Fire Chief is the primary contact and administrator of services provided to the District, it is in the interest of both parties to allow input into decisions that will affect the administration of the agreement. Any input provided by the District Commissioners may be used in making decisions.

The RRFA Governing Board shall include the District Commissioners, to the extent possible, in the interview process for hiring a new Fire Chief. The District Commissioners shall be notified of significant decisions regarding the hiring or termination of the RRFA Fire Chief prior to the information becoming public.

V. Contract Administration

- A. General. The parties mutually agree:
 - 1) To execute all documents necessary to give effect to this agreement.
 - 2) The RRFA shall exercise discretion and determination over the quality and quantity of supplies, vehicles, equipment, materials, or character of work performed in the construction, alteration, or repair of any fire service facilities.
 - 3) Administration of this agreement shall be the responsibility of the RRFA Fire Chief, under the policies of the governing bodies of the parties to this contract. The RRFA Fire Chief shall implement this agreement to its fullest extent in order to provide the services identified herein.
- B. Meetings. The Chair of the RRFA Governing Board and the RRFA Fire Chief shall meet with the District Commissioners no less than annually as part of the District's regular meetings to ensure that this agreement is being administered in the best interest of both parties and consistent with Attachment A. The RRFA Fire Chief or designee will regularly attend monthly meetings of the District's Board of Commissioners.

C. Modifications. No modification or amendment to this agreement shall be valid unless evidenced in writing, properly agreed to, and signed by both parties. During the term of this agreement, either party may request in writing to renegotiate specific provisions of the agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate such provisions in good faith.

In this regard, the parties acknowledge that there may be actions by others that could impact the delivery of emergency services. Such actions may be annexations, incorporations, tax reform, and new government(s) being formed. It is therefore in the best interest of both parties to fully examine these types of actions and jointly take steps to mitigate or eliminate any negative effects of such actions. To that end it shall be a requirement of the parties to meet and discuss potential actions that could adversely affect either party and if such action(s) are taken by a third party, it shall be mandatory for the parties to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

A request made under the provisions of this paragraph shall not be considered a notice of intent to terminate the agreement.

D. Dispute Resolution.

- 1) Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party.
- 2) Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.
- 3) Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.
- 4) Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each party shall bear its own costs and expenses.

- 5) Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.
- 6) Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party. This paragraph, however, shall be subject to the Public Records Act, RCW 42.56.
- 7) Reservation of Rights. In the event that the parties are unable to resolve the dispute through the dispute resolution process established in this paragraph, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.
- E. Term of Agreement. The term of this agreement shall commence March 1, 2008 and shall end on December 31, 2028. The terms and conditions of this agreement shall be fully renegotiated, and endeavor to reach agreement regarding renewal or replacement of the agreement, at least two (2) years prior to the expiration date, unless this agreement is previously terminated as provided in Section F, below.
- F. Early Termination. This agreement may be terminated prior to December 31, 2028 by either party, in accordance with the following procedure. The termination date shall be on the December 31st that is at least 36 months following the date of the notice of termination.

VI. Assets

- A. Assets include all real property and improvements thereto, apparatus, equipment, computer software and rights to technology applications, and leases that are normally maintained or utilized in the facilities located in each jurisdiction.
- B. All District assets used throughout the service area shall be titled in the District, subject to future asset transfer agreements that may be made between the RRFA and the District. All RRFA Fire & Emergency Services Department assets used throughout the service area shall be titled in the RRFA. Use of equipment and/or property shall not affect ownership.
- C. It is the intent of this agreement that all such facilities, properties, and equipment of the District shall be used for the purpose of this agreement by the RRFA and shall be maintained

and insured by the RRFA on substantially the same basis as other property owned and maintained by the RRFA.

- D. The RRFA shall furnish all required fuel, lubricants, normal service, minor and moderate repair and parts necessary for the proper operation of District equipment used to perform the services to be provided by the RRFA under this agreement. It is recognized that the vehicles will be used periodically in the RRFA, which is the basis for the RRFA handling moderate repairs.
- E. The District shall be responsible to fund all major capital repairs as a result of normal wear to its station facilities, such as a roof or heating systems replacement. A major capital repair shall be any single repair that results from normal wear to facilities and costs at least \$6,000. Major capital repair costs will be adjusted annually based on changes in the Seattle-Tacoma-Bellevue Area CPI-U, measured from June to June, and will be in effect for the following year. A major capital repair does not include major repairs as a result of accidents and damages typically covered by insurance. However, the proceeds of insurance shall be used to repair said asset. In the event of an emergent non-insurable capital repair, the parties will negotiate to determine the responsibility for payment for repair.
- F. The District shall be responsible to fund all major capital repair and replacement of its vehicles and equipment. A major vehicle or equipment repair shall be any single repair that results from normal wear to capital related vehicles or equipment and costs at least \$3,000. Major vehicle or equipment repair costs will be adjusted annually based on changes in the Seattle-Tacoma-Bellevue Area CPI-U, measured from June to June, and will be in effect for the following year. A major vehicle or equipment repair does not include major repairs as a result of accidents and damages typically covered by insurance. However, the proceeds of insurance shall be used to repair said asset. In the event of an emergent non-insurable capital repair, the parties will negotiate to determine the responsibility for payment for repair.
- G. All proceeds from sale, lease or rental of surplus real property and improvements thereon shall be paid to the jurisdiction which owns the real property.

VII. District Budget

In a separate budget, the District shall provide for payment of salaries and expenses of the commissioners, the cost of state audits, elections, insurance premiums, capital expenses not covered per the agreement with the RRFA, pension and medical benefits and expenses for former District employees, and other expenses peculiar to the District as a separate legal entity. These expenses shall be paid for out of District revenues and shall not be considered part of this Agreement. Said expenses may include, but are not limited to legal expenses specifically incurred by the district and the administration and appeals of benefit charge collections.

General Obligation Bonds. Each party shall be responsible for payment of any general obligation bonds it issues or has issued for acquisition of equipment, real property, and improvements for the benefit of fire and emergency services.

VIII. Capital Improvements

Decisions regarding capital improvements shall remain under the authority of each jurisdiction. Where a capital improvement is anticipated that will affect the other party to the Agreement, the RRFA or District will provide adequate notice to the other to allow the continued effective operation of fire and emergency services within the service area.

IX. Insurance

The District shall maintain comprehensive general liability, errors and omissions, and automobile insurance and shall name the RRFA as an additional insured party. The RRFA shall maintain liability, property, automobile and casualty insurance on all personnel, facilities, apparatus, vehicles, and other assets. Each party shall provide proof of insurance to the other party when requested. Both parties will coordinate insurance coverage to the extent possible to save costs and reduce coverage disputes.

The RRFA shall provide property coverage to insure the replacement costs of all Fire District 40 buildings and equipment used by the RRFA on behalf of Fire District 40. Fire District 40 shall be named a loss payee on all RRFA insurance policies for claims involving Fire District 40 buildings and equipment.

X. Severability

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

XI. Notices

All notices provided for in this agreement shall be in writing, signed by an authorized official, and sent either by registered or certified mail, return receipt requested.

A. Notice to the RRFA shall be sent as follows:

Renton Regional Fire Authority Attn: Fire Chief 1055 South Grady Way Renton, WA 98057

B. Notice to Fire District 40 shall be sent as follows:

King County Fire District 40 Attn: Chairperson 18002 108th Avenue SE Renton, WA 98055

XII. Enforcement

Should either party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees. No action shall be commenced prior to completion of the dispute resolution process set forth in forth section V above. Any such action shall be brought in the Kent Division of King County Superior Court.

XIII. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

XIV. Indemnification

- A. The District shall indemnify and hold harmless the RRFA and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the District, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the RRFA, the District shall defend the same at its sole cost and expense, provided that the RRFA retains the right to participate in said suit if any principal of governmental authority is involved, and if final judgment be rendered against the RRFA and its officers, agents, and employees, or any of them, or jointly against the RRFA and District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.
- B. The RRFA shall indemnify and hold harmless the District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the RRFA, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the RRFA shall defend the same at its sole cost and expense, provided that the District retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the District and its officers, agents, employees, or any of them, or jointly against the RRFA and District and their respective officers, agents, and employees or any of them, the RRFA shall satisfy the same.
- C. The RRFA and the District acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the RRFA, its agents, employees, and/or officers and the District, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers. The parties hereto have

expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit or cause of action by one party's employee(s) against the other party.

The provisions of this Indemnification Section shall survive the expiration or termination of

this Agreement with respect to any	event occurring prior to such expiration or termination.
Dated thisday of	My , 2017. 2018
RFA:	DISTRICT:
Renton Regional Fire Authority:	King County Fire Protection District No. 40:
D	s Still
Ву:	By:
Print Name:	Print Name: Steves W. PAKSON
Its	Its
DATE:	DATE: 2/5/18

D.

Attachment A

Costs of Service for Fire and Emergency Services Operating Agreement
Between
Renton Regional Fire Authority and King County Fire Protection District #40

Costs of service for this contract are based on the historical cost model as set forth in the City of Renton and King County Fire Protection District #40 Attachment A as adjusted for 3-person staffing. For ease of reference the attached spreadsheet identities the calculation of the cost under the historical cost model that the parties agree can be updated on an annual basis to establish the cost for future contracts.

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Governing Board Agenda Item

SUBJECT/TITLE: Standards of Cover (SOC)
STAFF CONTACT: Capt. Vollandt/ DC DeSmith
SUMMARY STATEMENT:
The SOC is defined a those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an organization.
FISCAL IMPACT:
Expenditure Revenue
Currently in the Budget Yes No 🗸
SUMMARY OF ACTION:
The elements included in this SOC were taken directly from the Center for Public Safety Excellence (CPSE) Commission on Fire Accreditation International (CFAI) Standards of Cover, 5th Edition. This SOC is directly responsive to Washington House Bill (HB) 1756, which was signed into state law in 2005. HB 1756 mandates that all fire departments in the State of Washington establish response objectives, measure its outcomes against its adopted response standards on an annual basis, and report the results to the applicable elected officials, as well as to the communities served.
Reviewed by Legal Yes No
EXHIBITS:
SOC electronic copy.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt the 2017 Standards of Cover document, setting the benchmark and reference for our organization's ability to analyze community need and effective response to emergencies.



Governing Board Agenda Item

SUBJECT/TITLE: Appointment of Civil Service Commissioners STAFF CONTACT: J. Zinck
SUMMARY STATEMENT:
Two new Commissioners have been appointed to the Civil Service Commission for the City. These Commissioners also serve as RFA Civil Service Commissioners. The new appointees need to be confirmed by the RFA Governing Board.
FISCAL IMPACT:
Expenditure 0 Revenue 0 Currently in the Budget Yes No SUMMARY OF ACTION: Appointment of Camila Lagow fills the vacancy created by the passing of Commissioner Andee Jorgensen.
Appointment of Carrilla Lagow hils the vacancy created by the resignation of Commissioner Jim Phelan.
Reviewed by Legal Yes No 🗸
EXHIBITS:

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

Motion to appoint Ms. Camila Lagow and Ms. Kathleen Boohner to the Renton Regional Fire Authority Civil Service Commission.



RENTON REGIONAL FIRE AUTHORITY

1055 South Grady Way Renton, WA 98057-3232

T: 425-430-7000 F: 425-430-7044

WWW.RENTONRFA.ORG

February 7, 2018

Marie Camila Lagow 17025 110th Place SE Renton, WA 98055

Dear Ms. Lagow:

It is my pleasure to appoint you to serve on the Renton Regional Fire Authority's Civil Service Commission for a term expiring on December 31, 2020.

Meetings are held on the fourth Tuesday of each month at 4:30 p.m. in the HRRM Training Room on the first floor of City Hall. If you have any questions regarding the commission, please feel free to contact Jennifer Zinck, Senior HR Analyst, at 425-430-7078 or jzinck@rentonrfa.org.

Congratulations on your appointment!

Sincerely,

Myron Meikle Chairman

RM:lm

cc: Rick Marshall, Fire Chief

Samantha Babich, Director of Administration

Jennifer Zinck, Senior HR Analyst



RENTON REGIONAL FIRE AUTHORITY

1055 South Grady Way Renton, WA 98057-3232

T: 425-430-7000 F: 425-430-7044

WWW.RENTONRFA.ORG

February 7, 2018

Kathleen Booher 809 North 2nd Street Renton, WA 98057

Dear Ms. Booher:

It is my pleasure to appoint you to serve on the Renton Regional Fire Authority's Civil Service Commission for a term expiring on December 31, 2022.

Meetings are held on the fourth Tuesday of each month at 4:30 p.m. in the HRRM Training Room on the first floor of City Hall. Your first meeting will be Tuesday, February 27. If you have any questions regarding the commission, please feel free to contact Jennifer Zinck, Senior HR Analyst, at 425-430-7078 or jzinck@rentonrfa.org.

Congratulations on your appointment!

Sincerely,

Myron Meikle Chairman

RM:lm

cc: Rick Marshall, Fire Chief

Samantha Babich, Director of Administration Jennifer Zinck, Senior HR Analyst



Governing Board Agenda Item

SUBJECT/TITLE: McKinstry Facility Assessment
STAFF CONTACT: DC DeSmith
SUMMARY STATEMENT:
Review facility assessment findings we received in November
FISCAL IMPACT:
ISCAL IVII ACT.
Expenditure \$0 Revenue \$0
Currently in the Budget Yes No
SUMMARY OF ACTION:
Brief presentation of the McKinstry RRFA facility assessment, and what it means to our current facility
health and capital reserves.
Daviewed by Level Ves No Z
Reviewed by Legal Yes No 🗸
EXHIBITS:
Electronic copy.
RFA GOVERNANCE BOARD RECOMMENDED ACTION:
No action needed.

Financial Data

Inflation Rate (Annual) 3.00% Discount Rate 3.00%

> PROJECT: City of Renton DATE: 10/5/2017

Fire Station #11
Fire Station #12
Fire Station #13
Fire Station #14
Fire Station #14
Fire Station #16
Fire Station #17 City of Renton Location Name
Fire Station #11
Fire Station #12
Fire Station #13
Fire Station #14
Fire Station #16
Fire Station #17
City of Renton Building Name
Fire Station #11
Fire Station #12
Fire Station #13
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