



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, August 13, 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 to before New Business
5. Announcements, Proclamations, and Presentations
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 July 23, 2018](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 7/16/18 – 7/31/18, Payroll 7/01/18 – 7/15/18
8. Signing of Vouchers
9. Board Committee Reports
 - Budget Committee
10. Board Member Reports
11. [Chief's Report](#)
12. Department Reports
 - CoR/RRFA Transition
 - I. IT – Director of Administration, Samantha Babich
 - II. Fleet/Facilities – Deputy Chief Chuck DeSmith
13. Correspondence
 - [Healthy Heart Program Thank You](#)

GOVERNANCE BOARD REGULAR MEETING AGENDA

August 13, 2018

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- [CPR Saves Thank You Letters](#)

14. Unfinished Business

15. New Business

- [Solstice Donation](#)
- [Washington Department of Natural Resources](#)
- [CoR/RRFA Fire Station 15 ILA](#)
- [Agenda Change – Removal of Board Member Reports](#)

16. Good of the Order

17. Executive Session

- *Executive Session pursuant to RCW 42.30.140(4), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.*
- *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 that is likely to result in an adverse legal or financial consequence to the agency if discussed publicly.*

18. Future Meetings:

- Monday, August 27, 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 98055

Office: (425) 430-7000

Fax: (425) 430-7044

MINUTES

RFA Governance Board Regular Meeting

10:00 A.M. – Monday, July 23, 2018

Fire Station #13 – 18002 108th Ave. S.E., Renton

CALL TO ORDER AND FLAG SALUTE

Governance Board Vice Chair Pavone called the Regular Meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

ROLL CALL

Governance Board Members Present:

Armondo Pavone, Vice Chair (City of Renton)

Marcus Morrell (Fire District 25)

Ed Prince (City of Renton)

Kerry Abercrombie (Fire District 25)

Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Myron Meikle, Chair (Fire District 25)

Don Persson (City of Renton)

Administrative Staff Present:

Fire Chief Rick Marshall, Deputy Chief Chuck DeSmith, Director of Administration Samantha Babich, Fire Marshal Anjela St. John, Battalion Chiefs Rick Myking, Bob Homan, and Erik Hammes, Captains Larry Welch, Will Aho and Steve Winter, Lieutenants Rick Laycock, Mark Price, and Brian Kane, Firefighters Olney, Krystofiak, Reynoldson, and Forghani, Sr. HR Analyst Jennifer Zinck, Communications Manager Katie Lewis, and Administrative Secretary Linda Mann.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Abercrombie to excuse absent Board Chair Meikle and Board Member Persson from the meeting. **MOTION CARRIED (4-0)**

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Promotion Ceremony

Renton Regional Fire Authority recently promoted two people:

- Erik Hammes – Captain to Battalion Chief/Safety Officer
- Brian Kane – Firefighter to Lieutenant

Battalion Chief Hammes and Lieutenant Kane were presented with a badge and helmet with their new rank by Chief Marshall.

GOVERNANCE BOARD REGULAR MEETING MINUTES

July 23, 2018

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PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

Approval of Minutes

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Abercrombie to approve the Minutes from the July 9, 2018 Regular Meeting. **MOTION CARRIED (4-0)**

Approval of Vouchers:

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

- AP Check Register 7/01/18 – 7/15/18, Payroll 6/16/18 – 6/30/18. **MOTION CARRIED (4-0)**

SIGNING OF VOUCHERS

The members of the Finance Committee signed the Voucher Approvals for July 23, 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:

- Recent Promotions and Assignments: Captain Will Aho has been selected to serve as Logistics Captain effective July 16. Firefighter Jason Lundin has been temporarily promoted to Lieutenant, assigned to 17C, effective July 16. Firefighter Brian Kane has been promoted to Lieutenant, assigned to 12A, effective July 16. Captain Erik Hammes has been promoted to Battalion Chief, North Battalion, C Shift, effective July 1.
- Budget Kick-Off Meeting: On July 18, 19 members attended our annual budget kick-off meeting. We had a chance to go over essential information regarding the upcoming 2019 budget planning season.
- Collective Bargaining Negotiations: We continue to meet with Local 864 and will be briefing the Board during executive session on progress.
- Renton Police Lip-Sync Challenge Assistance: On Thursday, July 19, Renton Fire crews participated in a request by Renton Police to help them with the Lip-Sync Challenge. When the video is complete, Chief Marshall will send it out to the Board.
- North Renton House Fire: On the morning of July 7, crews responded to a structure fire on Williams Ave N. The cause of the fire is suspected to be an electrical short. The estimated loss to the structure is set at \$114,000. There were two occupants and one family pet in the residence at the time and all evacuated without injury. One firefighter received minor injuries and is recovering.

DIVISION REPORTS

All department reports were provided to the Board for their review.

GOVERNANCE BOARD REGULAR MEETING MINUTES

July 23, 2018

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CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Purchase of PPE for New Recruits:

The nine new RRFA recruits hired have been cleared and sized for bunker gear (coats, pants, boots, hood, and gloves). This order is time sensitive to receive the gear for live fire evolutions at the fall academy. If approved, we will be purchasing this order off the Zone 3 Rainer Spec.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Morrell to authorize the purchase of bunker gear as presented. **MOTION CARRIED (4-0)**

GOOD OF THE ORDER

The RFA Communications Manager, Katie Lewis, gave a brief overview of the 2nd Qtr. statistics for our website, and social media presence.

EXECUTIVE SESSION

- *Executive Session pursuant to RCW 42.30.140(4), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.*
- *Executive Session pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.*

Executive Session was called at 10:31 a.m. for 45 minutes. The meeting reconvened at 11:24 a.m.

FUTURE MEETINGS

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

ADJOURNMENT

The meeting adjourned at 11:25 a.m.

Myron Meikle, Board Chair

Recorded by: Linda Mann, RFA Board Secretary

VOUCHER APPROVAL FOR AUGUST 13TH, 2018 MEETING

AUDITING OFFICER CERTIFICATION

I, the undersigned, do hereby 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 Officer: _____

Rick Marshall, Fire Chief

AUDIT COMMITTEE

The vouchers below have been reviewed and certified by individual departments and the RFA's Auditing Officer as required by RCW's 42.24.080 & 090, and a list of vouchers has been provided for review by the Finance Committee.

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$798,748.83, payroll vouchers and direct deposits totaling \$485,845.51

A/P Vouchers	Payment Date	Numbers	Amount
Checks	07/16/2018 - 07/31/2018	10395-10423	\$440,796.01
EFTs	07/16/2018 - 07/31/2018		\$96,567.95
Bank Drafts	07/16/2018 - 07/31/2018		\$261,384.87
TOTAL A/P			\$798,748.83

Payroll Vouchers	Payroll Date	No. of Vouchers	Amount
Direct Deposits	7/25/2018	152	\$485,845.51
Payroll Checks	7/25/2018	0	\$0.00
TOTAL PAYROLL		152	\$485,845.51

TOTAL CLAIMS			\$1,284,594.34
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Renton Regional Fire Authority Finance Committee:

Kerry Abercrombie, Board Member

Ed Prince, Board Member

Myron Meikle, Chairperson

Marcus Morrell, Board Member

Don Persson, Board Member

Armondo Pavone, Board Member



RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: August 13, 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. Assistance to Firefighters Grant Funding Awarded

Exciting news from the Federal Emergency Management Agency (FEMA). Renton RFA has been awarded a grant under the 2017 AFG. This grant was submitted by Firefighter Brett Bigger and is intended to provide funding for 90 high temp face pieces to replace the remainder of our older units.

Kudos to Firefighter Bigger and the team that worked to submit this grant quickly and successfully. Job well done!!!

2. Logistics Courier Service

Renton Logistics is now part of a larger group called the Western Washington Fire Logistics Group that is based out of Kent. As part of this group, we are now receiving courier service for equipment, station supplies, and mail delivery and pick-up. This will provide us a big benefit because there will be scheduled delivery and pick-up service for each station twice a week and Station 13 daily.

The courier service started August 1st with two test runs Monday July 30th and Tuesday July 31st.

I am excited that the work that DC DeSmith and BC/SO Hammes have put into this is becoming reality and will improve service our customers inside the RFA.

3. Station 15 Update

Here are the latest pictures as of 7-26-18 to show the progress on Station 15. Framing is about 90% complete and they are starting work on mechanical and sprinkler installations.



Rear of Bay



Front Lobby and Station Office

4. Renton River Days Gratitude

I would like to personally thank DC Roy Gunsolus for his efforts with Renton River Days. I asked each of our E-Team members to find something outside of their position that will connect them with our community. DC Gunsolus chose Renton River Days and found that it involves way more than any of us thought. At every level, he has stepped up, including volunteering in 90 degree heat. I want to recognize his continued efforts to support our community outside of the day to day work he does in the RFA.

On behalf of all of us at Renton Fire, thank you for continuing to give way above what we could ever set as "normal" for OUR fire department. I am truly grateful.

5. Recent Fires

Grow Operation Fire

On Wednesday, August 1, Renton RFA units responded to a residential fire at on Lincoln Pl SE. Engine 13, first to arrive, found a split-level house with a look-in basement. Water was leaking from the upper story on side A and smoke showing from the roof on side C. The doors were locked with no one home so E13 forced the front door open. Initial attack found that the house was being used as a grow operation with approximately 300 plants.

The fire was contained to the room of origin and the entire upper floor sustained smoke damage. I estimate the damage, caused by the fire, to be \$80,000 and the fire to be accidental in nature.

There were no injuries reported during firefighting operations.

Renton PD responded to the incident. Before RRFA cleared the scene RPD had obtained a warrant and they were seizing all plants, property, vehicles and the residence.

Arson Fires

On the night of August 5, fire units responded to a commercial fire at Rainier Ave South. Units found tires on a rack located next to and outside the building on fire. The fire was contained to the rack with a small amount of smoke damage to the exterior of the building. Units forced the front door to check for extension inside the building but found none.

While on location the store manager and assistant manager arrived and they were asked to check security camera footage. They found video of a man walking in front of the store then going to the side of the building where the fire started. After viewing the video, the assistant manager saw a man across the street pushing a shopping cart who matched the man in the video. Renton PD quickly moved in and arrested the man.

It is estimated that the dollar loss for this fire is about \$1,000.

The fire is being classified as incendiary. Further, it may take a day or so to get everything together- it's looking like the suspect may be responsible for 5 fires in the past week - starting with the Naches Ave SW fire on 7/29.

6. JATC Results

Firefighter Nguyen Le successfully passed his 1B JATC step test with high marks. Great job! Keep up the good work.



DEPARTMENT OF HEALTH SERVICES

6/29/18

Fire Chief Rick Marshall
Renton Regional Fire Authority
1055 S Grady Way
7th Floor
Renton, WA 98057

RE: Renton Healthy Heart Program



Dear Fire Chief Marshall:

The partnership between Renton Regional Fire Authority, Valley Medical Center and Renton School District just keeps getting better. I'd like to highlight a few areas that worked especially well this year:

- Craig Soucy – Craig does a great job managing the big picture aspects of the program in a way that grows the vision and impact of the program, as well as the nitty gritty details that make the program run well. He is very responsive on every level and is terrific to work with. Having a person with such dedication and good will leading this effort makes the work all the more enjoyable and easy.
- Brian Estibal and Ilya Moncharnyy – They were wonderful presenters with the students. It was great to see how they worked together to develop a meaningful curriculum and then personalize it to allow their passion to show through. I also appreciated their organizational skills at the event level in that they helped guide the crews to setting up a smooth screening process. They both work and relate really well with the students. It was exciting to see how they are helping to improve the program for the years to come.
- The crews – The crews have outstanding people skills. It's a joy to watch them interacting with students, both in the screening setting and in the Q&A sessions at the end. The more consistent effort to have the crews do Q&As with the students will reap numerous benefits. The kids loved having the opportunity to talk with them and learn more about both heart health and the work of firefighting. Should these students have an opportunity to engage with RRFA in the future, the relationship is off to a good start. And I think that some students have started considering a career with the fire department.

It has been another great year of promoting the community's health. Thanks for the opportunity to work with your amazing staff.

Sincerely,

Laura Widdice, RN
Health Services Director

Launching Learning to Last a Lifetime

Emergency Medical Services Division

401 Fifth Avenue, Suite 1200
Seattle, WA 98104-1818

206-296-4693 Fax 206-296-4866

TTY Relay: 711

www.kingcounty.gov/health



July 9, 2018

Chief Rick Myking
City of Renton Fire Department
1900 Lind Ave SW
Renton, WA 98057

Chief Rick Myking:

I want to acknowledge Firefighter-EMTs Hector Luevano, Christian Moore, and Jacob Smith of City of Renton Fire Department for their care of <name> who suffered cardiac arrest the morning of May 6, 2018. As you recall, <name> was found unconscious and unresponsive in her vehicle by family members after having complaints of abdominal pain and vomiting. The BLS crew performed CPR and with the assistance of King County M-5 paramedics were able to successfully resuscitate and transport her to Harborview Medical Center. I am pleased to report that she was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. <name> and I thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Rea".

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg

Emergency Medical Services Division

401 Fifth Avenue, Suite 1200
Seattle, WA 98104-1818

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www.kingcounty.gov/health

Public Health 
Seattle & King County

July 9, 2018

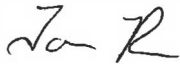
Chief Rick Myking
City of Renton Fire Department
1900 Lind Ave SW
Renton, WA 98057

Chief Rick Myking:

I want to acknowledge Firefighter-EMTs Kelly Rose, Justin Bodolay, and Chip Slothower of City of Renton Fire Department for their care of <name> who suffered cardiac arrest the morning of April 17, 2018. As you recall <name> became unconscious and unresponsive in front of her husband while sitting at a stoplight. The BLS crew performed CPR, provided defibrillation, and with the assistance of King County M-5 paramedics were able to successfully resuscitate and transport her to Valley Medical Center. I am pleased to report that she was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. <name> and I thank you.

Sincerely,



Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg

Emergency Medical Services Division

401 Fifth Avenue, Suite 1200
Seattle, WA 98104-1818

206-296-4693 Fax 206-296-4866
TTY Relay: 711

www.kingcounty.gov/health



July 9, 2018

Chief Rick Myking
City of Renton Fire Department
1900 Lind Ave SW
Renton, WA 98057

Chief Rick Myking:

I want to acknowledge Firefighter-EMTs Ilya Mocharnyy, Shawn Phipps, Gary Harsh, Andrew Harm, Jon Hollcraft, and Jeffrey Vollandt of City of Renton Fire Department for their care of <name> who suffered cardiac arrest the afternoon of April 12, 2018. As you recall, <name> was found unconscious and unresponsive by his father after having complaints of weakness and fatigue. The BLS crew performed CPR and with the assistance of King County M- 11 paramedics were able to successfully resuscitate and transport him to Valley Medical Center. I am pleased to report that he was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. <name> and I thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Rea".

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg

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July 9, 2018

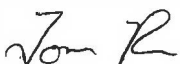
Chief Rick Myking
City of Renton Fire Department
1900 Lind Ave SW
Renton, WA 98057

Chief Rick Myking:

I want to acknowledge Firefighter-EMTs Brandon Caldwell and Brian Kane of City of Renton Fire Department for their care of <name> who suffered cardiac arrest the morning of June 5, 2018. As you recall, <name> became unconscious and unresponsive at a local salon. The BLS crew performed CPR, provided defibrillation, and with the assistance of King County M-4 paramedics were able to successfully resuscitate and transport her to Valley Medical Center. I am pleased to report that she was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. <name> and I thank you.

Sincerely,



Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Governing Board Agenda Item

SUBJECT/TITLE: Donation to Fire Station 12

STAFF CONTACT: Marshall

SUMMARY STATEMENT:

Solstice Senior Living Residents chose Renton Regional Fire as their recipient for their quarterly donation. In their letter, they recognize the work of Fire Station 12 (see attached letter). RCW 52.16.150 allows for the District to expend or use the money for district purposes as determined by the Board. The crew at fire station 12 has asked to purchase a smoker grill for crews to use to prepare their meals. We believe this purchase meets the intent of the bequest and serves to recognize the efforts of the firefighters.

FISCAL IMPACT:

Expenditure _____ Revenue \$500
Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

Receive check from citizens. Review state law and prepare Agenda Item for Board.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Solstice Letter and Check

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to accept the \$500 donation from Solstice to recognize and appreciate the service of the Renton Regional Fire Authority, and approve the expenditure for a smoker grill for Fire Station 12.



Susan Talbot
Solstice Senior Living at Renton
1414 Monroe Avenue NE
Renton, WA 98056

July 24, 2018

Attn: Jennifer Zhou
Renton Regional Fire Authority – Station 12
1055 S. Grady Way
Renton, WA 98057

Dear Ms. Zhou:

A number of residents at Solstice Senior Living gather regularly on site for church services.

In addition to Bible study, worship, and fellowship, they believe in giving to support worthy charities and ministries in the local Seattle area. They take up a collection and, on a quarterly basis, select several organizations for a donation.

This quarter, they have chosen to make a donation to your organization. The reason we chose Station 12 is that the staff is always so kind and gracious in caring for the residents here at Solstice Senior Living.

I am enclosing a check for \$500.00.

Would you be kind enough to send an acknowledgement to me so that I can share that with the group?

Thank you in advance. We are grateful for the fine work that you do!

Sincerely,

A handwritten signature in blue ink that reads "Susan Talbot".

Susan Talbot
Vibrant Life Director

Encl.



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1333324975

07/23/2018

Void after 7 years

Remitter: LTC MICHAEL T WILSON/DIANNA J WILSON/THOMAS C WILSON

\$** 500.00 **

Pay To The Order Of: RENTON REGIONAL FIRE AUTHORITY

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 07/23/2018

Void after 7 years

1333324975

91-2

1221

Remitter: LTC MICHAEL T WILSON/DIANNA J WILSON/THOMAS C WILSON

Solstice Senior Living at Renton

Pay To The Order Of: RENTON REGIONAL FIRE AUTHORITY

Pay: FIVE HUNDRED DOLLARS AND 00 CENTS

\$** 500.00 **

Do not write outside this box

Memo: *For Station 12 Fire Department*

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

[Signature]
Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Phoenix, AZ



⑈ 1333324975 ⑆ 122100024 ⑆ 806002226 ⑈

RCW 52.16.150

Donations and bequests to district.

A fire protection district may accept and receive in behalf of the district any money or property donated, devised, or bequeathed to the district, and may carry out the terms of the donation, devise, or bequest, if within the powers granted by law to fire protection districts. In the absence of such terms, a fire protection district may expend or use the money or property for district purposes as determined by the board.

[1984 c 230 § 46; 1951 2nd ex.s. c 24 § 11.]



Governing Board Agenda Item

SUBJECT/TITLE: Washington State Department of Natural Resources

STAFF CONTACT: Roy Gunsolus

SUMMARY STATEMENT:

The agreement is between RRFA (Contractor) and the Washington State Department of Natural Resources, South Puget Sound Region (DNR).

FISCAL IMPACT:

Expenditure Reimbursement Revenue Reimbursement
Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

The RRFA (Contractor) will furnish the necessary personnel when available to assist DNR with wildland fires in various capacities. In return, the RRFA will be reimbursed for their members' time within 30 days of receiving an invoice from the RRFA. The period of this agreement is July 25, 2018 (or the signature date; whichever is later) and will end July 25, 2023.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

DNR interagency agreement with Renton Regional Fire Authority

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to accept the Washington State Department of Natural Resources, South Puget Sound Region, Interagency Agreement and allow the Deputy Fire Chief to sign on behalf of the Renton Regional Fire Authority.



WILDFIRE

INTERAGENCY AGREEMENT WITH RENTON REGIONAL FIRE AUTHORITY

Agreement No. IAA- 93-097652

This Agreement is between Renton Regional Fire Authority referred to as the CONTRACTOR and the Washington State Department of Natural Resources, South Puget Sound Region, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the CONTRACTOR enter into this Agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is for the CONTRACTOR to make available to reimburse the CONTRACTOR for costs associated with time or other reimbursable expenditures during related wildfire training or as outlined for responding to wildfire assignments.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The CONTRACTOR shall furnish the necessary personnel and otherwise do all things necessary for or incidental to performing work as set forth in Attachment A – Statement of Work.

2.01 Period of Performance. The period of performance of this Agreement shall begin on July 25, 2018 or last signature date, whichever is later, and end on July 25, 2023 unless terminated sooner as provided herein.

3.01 Payment. Pay for services shall be based on the rates and terms described in Attachment A- Statement of Work, Attachment B – Payment Requirements.

4.01 Billing Procedures. The CONTRACTOR shall submit invoices within 30 business days of the CONTRACTOR's ending payroll period. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The CONTRACTOR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the CONTRACTOR in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The CONTRACTOR shall keep all books, records, documents, and other material relevant to this Agreement for six years after Agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Attachment A - Statement of Work;
- (3) Attachment B – Payment Requirements;
- (4) Any other provisions of the Agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

15.01 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

17.01 Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless DNR and employees of DNR, from and against all claims for injuries or death arising out of or resulting from the negligence of CONTRACTOR or the negligence of CONTRACTOR's agents and employees including but not limited to claims arising from CONTRACTOR's employees. "Claim," as used in this contract, means any

financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR shall not extend to claims that arise from the sole negligence of DNR. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

18.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

19.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the project coordinator.

20.01 Project Coordinators.

- (1) The Project Coordinator for the CONTRACTOR is Deputy Chief Roy Gunsolus Telephone Number 425-430-7000
- (2) The Project Manager for DNR is Jane Potter Telephone Number 360-802-7030.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature	Date
Roy Gunsolus	
Name	
Deputy Fire Chief	
Title	

1055 S Grady Way
Renton, WA. 98057

Address
425-430-7000
Telephone

Signature	Date
Scott Sargent	
Name	
South Puget Sound Region Manager	
Title	

950 Farman Ave No, Enumclaw, WA
98022

Address
360-825-1631
Telephone

Attachment A

STATEMENT OF WORK

DNR agrees to the following:

1. Status the employee in the Resource Ordering Status System (ROSS).
2. Dispatch the employee to assignments as need arises.
3. Provide employee with valid Incident Qualification Card (red card) upon completion of required training stating current National Wildfire Coordinating Group (NWCG) qualifications, and adhere to qualifications and standards described in PMS 310-1.

The CONTRACTOR agrees to the following:

1. Ensure that the employee will be available and ready to respond when called by DNR. (The employee will receive a dispatch by receiving a phone call and ROSS resource order prior to accepting or traveling to the assignment. The employee must have a valid Incident Qualification card (red card).
2. Provide DNR with the employee's loaded base rate (salaries and benefits), overtime rate, and regular work schedule. In the event that the employee's base rate is adjusted, the CONTRACTOR, is required to provide DNR with the updated rate prior to submitting invoices at the updated rate.
3. Provide billing on the CONTRACTOR's letterhead as outlined in Attachment B.

PAYMENT REQUIREMENTS

Each invoice voucher submitted to the DNR by the CONTRACTOR will clearly reference **DNR IAA- 93-097652**

The CONTRACTOR will be reimbursed according to the employee's actual salaries and benefits.

The billing is required to be on agency letterhead and shall include:

- a. Original Emergency Fire Time Report (OF-288); backup documentation for the hourly wage rate (regular and OT) for personnel hours on the OF-288;
- b. Travel costs (meals, lodging not provided by the incident) documented with detailed receipts not to exceed state per diem rates.
- c. Shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor to be reimbursed at the state per diem rates.
- d. Copy of Resource Order card.

Bills shall be sent to:
South Puget Sound Region
Attention: Dispatch
950 Farman Ave No.
Enumclaw, WA 98022



Governing Board Agenda Item

SUBJECT/TITLE: Renton RFA / City of Renton ILA for Fire Station 15 Project

STAFF CONTACT: Marshall

SUMMARY STATEMENT:

In order to guide the construction processes, responsibility, and liability, the City of Renton and Renton RFA have developed an Interlocal Agreement (ILA) to govern the process.

FISCAL IMPACT:

Expenditure _____ Revenue _____

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

Work between legal counsels and CoR/RRFA staff to develop the ILA.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

Fire Station 15 ILA

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the Interlocal Agreement between the City of Renton and Renton RFA that covers the construction of Fire Station 15 and authorize the Fire Chief to sign on behalf of the RRFA.

**AGREEMENT BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY
CLARIFYING THE PARTIES RESPONSIBILITIES FOR DEVELOPING FIRE STATION #15**

THIS AGREEMENT dated the _____ day of _____, 2018, is between the City of Renton, a Washington municipal corporation (the "City"), and the Renton Regional Fire Authority, a Washington municipal corporation ("RRFA") (collectively, the City and the RRFA are the "Parties").

RECITALS

1. In 2016, voters approved the Regional Fire Authority Plan ("the Plan"). The Plan approved the creation of the RRFA and committed the City and RRFA to certain cost sharing arrangements. The Plan requires the City to build the RRFA a new fire station, referred to as Fire Station 15. With regard to cost sharing, the Plan provides as follows:
 - 1.1. The cost of developing of Fire Station 15, including all costs such as survey, design, permit, construction and any associated activities required to bring the station to operational status, in an amount not to exceed \$5.5 million. The cost is based on a 2015 estimate and shall be adjusted by the Seattle Area Construction Cost index as published by Engineering News Record (ENR.COM) annually thereafter until the project construction bid is awarded.
 - 1.2. The cost of furnishing and equipping Fire Station 15 is not to exceed \$1 million.
2. The City has awarded the bid for Fire Station 15. The RRFA approved the plans for Fire Station 15 in advance of the bid being awarded. The City and the RRFA desire to enter into this Agreement for the purposes of setting forth the responsibilities and requirements of the Parties with regard to Development of Fire Station #15.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

I. ADOPTION OF RECITALS

The foregoing recitals are adopted and incorporated herein as terms of this Agreement.

II. SPECIFIC TERMS OF THIS AGREEMENT

A. Property.

The City owns an undivided parcel commonly known as 1404 N 30th St, Renton, WA (the "Property"), as legally described in **Exhibit A**, which is attached and incorporated herein by reference. The City will be constructing Fire Station 15 on the southerly portion of the

parcel and a City owned water reservoir and related utility project on the northerly portion of the parcel. Prior to transfer of Fire Station 15 to the RRFA, the City will complete a subdivision of the property to retain a portion of the property for City purposes and transfer to the RRFA only that portion of the property necessary to support Fire Station 15. Easements will be reserved to allow the RRFA and City to share use of a portion of the property for compatible purposes.

B. Project - Fire Station 15.

The City will be constructing Fire Station 15 on the southerly portion of the Property (the "Project") and a City owned water reservoir and related utility project on the northerly portion of the Property. The Project will be completed in two phases. The first phase of the Project will include construction of the building and the front driveway sufficient to allow initial operation of Fire Station 15. The first phase will not provide access to a rear parking lot or rear garage doors.

The second phase of the Project, including the paving for the rear parking lot curbing and west driveway, RRFA parking lot striping, and associated lighting and landscaping will be completed in conjunction with the City's water utility project. The current Site Plan and Site Sequencing Plan for the Project is attached and incorporated herein for reference purposes as **Exhibit B**. Area 1, as labeled on the Site Sequencing Plan, will be developed in the Project's first phase by the City's Facilities Division in the Community Services Department. Area 2, as labeled on the Site Sequencing Plan, will be completed in the second phase by the City's Utilities Division of the Public Works Department in conjunction with its water reservoir project.

The City and RRFA collaborated in the design of Fire Station 15, including the Site Sequencing Plan.

C. City Costs.

1. The City will initially pay the costs of developing Fire Station 15, including but not limited to all planning, site, groundwork, and building costs including survey, design, permit, construction and any associated activities required to bring the station to operational status and such that Fire Station 15 and the subdivided portion of the property may be transferred to the RRFA's ownership ("Development Costs"). The contemplated Development Costs include but are not limited to those items described in the attached **Exhibit C**, which is incorporated herein by this reference. Costs of developing the second phase of the Project, constructed as part of the City's water reservoir project as described above and generally depicted as occurring in Area 2 in the Site Sequencing Plan, will not count as Development Costs, unless otherwise specified herein.

2. The City's ultimate responsibility for Development Costs shall not exceed the sum of \$5,671,809, including applicable sales tax ("City's Maximum Development Costs"). Any Development Costs exceeding the City's Maximum Development Costs shall be reimbursed by the RRFA as set forth herein. The City shall use reasonable efforts to obtain RRFA input prior to making decisions that generate RRFA Costs. If the total Development Costs are less than the City's Maximum Development Costs, the City shall retain such savings and the City has no obligation to share those savings with the RRFA.

3. The RRFA shall have the right to attend all regularly scheduled construction meetings. The City shall notify the RRFA representative by email of any non-regularly scheduled meetings at which changes to the plans are to be discussed so that RRFA personnel have an opportunity to attend such meetings.

4. Separate from Development Costs, the City will pay up to one million dollars (\$1,000,000), including applicable sales tax, to furnish and equip Fire Station 15 ("City's Maximum Furnishing Costs"). The City's payment may be through direct purchases or reimbursement to the RRFA. Furnishings shall be selected or approved in writing in advance by the RRFA and may include furniture, fixtures, or other equipment to be used in Fire Station 15 ("FF&E"). The contemplated FF&E Costs include but are not limited to those described in the attached **Exhibit C**.

5. If the total FF&E costs are less than the City's Maximum Furnishing Costs, the City shall remit the remainder of the \$1,000,000 to RRFA. The City will not pay for or advance any furnishing costs that cumulatively exceed the City's Maximum Furnishing Costs.

D. RRFA Costs.

1. Except for as otherwise provided herein, the RRFA agrees to pay for or reimburse the City for all Development Costs that exceed the City's Maximum Development Costs. This specifically includes any Development Costs that arise out of change orders or other Development Costs that may have been unexpected or unplanned at the time Fire Station was designed or put out for bid. As Development Costs are incurred that exceed the City's Maximum Development Costs, the City will invoice the RRFA and the RRFA will pay such invoices within 45 days of receipt.

2. The RRFA is solely responsible for all FF&E costs that exceed the City's Maximum Furnishing Costs.

E. Shared Development Costs

1. The cost of parking lot light fixtures that will be purchased as part of the phase 1 Community Services Project and installed by the water utility as part of its project shall be chargeable as Development Costs for purposes of determining the City's Maximum

Development Costs. However, installation of such lighting shall not be chargeable as Development Costs.

2. Any costs added to the City water utility's reservoir project at the request of the RRFA or for the sole benefit of the RRFA, beyond the scope of the City's project site plans for the project as set forth in attached Exhibit B, shall be paid for by the RRFA, within 45 days of receipt of invoice from the City, unless otherwise agreed by the parties.

E. Property Transfer and Occupation.

1. The City will transfer title to Fire Station 15 and the underlying subdivided property only after all City costs exceeding the City's Maximum Costs are reimbursed and the property has been subdivided.

2. Upon completion of the first phase of the Project, the City intends to provide the RRFA a temporary license to occupy Fire Station 15 provided a temporary occupancy permit has been issued and the RRFA is current on all reimbursement obligations herein. The RRFA will be responsible for insuring Fire Station 15 and all contents therein upon it being given a license to occupy the station. During the temporary license period, the RRFA will not have access to Area 2 in the Site Sequencing Plan. ~~Because the completion of Phase 2 will likely extend into mid 2020 rather than in 2019 as initially anticipated. The City shall construct two temporary parking spaces on the eastern edge of the District property and shall establish three temporary street parking spaces on the north side of North 30th in front of the station. Such temporary parking shall be installed at the City's sole cost as mitigation to the District for the impacts of the District's delayed access to Area 2.~~ The City will coordinate with the RRFA to provide agreed temporary parking solutions, which may include adding dedicated on-street parking, and modifying the previously approved development plans to delay on site landscaping and construct temporary parking in place of such landscaping. Costs incurred to provide agreed temporary parking solutions and restoration/installation of landscaping in place of temporary parking shall count towards the City's Maximum Costs. City will pay for the cost of such agreed temporary parking solutions up to, but not to exceed, the City's Maximum Development Costs.

3. The City intends to transfer ownership of Fire Station 15 to the RRFA after the Project and the City's coordinated water reservoir project is complete and the Property has been subdivided. Transfer of ownership to the RRFA shall be by quit claim deed with no warranties and with easements reserved, or joint ownership agreements negotiated, as necessary to support the RRFA and City's continued coordinated joint use of Area 2, as labeled in the Site Sequencing Plan. As a condition of property transfer and upon the RRFA's acceptance of the property, the RRFA will release the City from all ongoing liability and responsibility to RRFA with respect to the development of Fire Station 15 or the ongoing maintenance thereof.

4. The RRFA may choose to obtain and pay for a buyers' title policy prior to accepting transfer of the property.

5. The City agrees to clean the exterior of Station 15 at the conclusion of the Phase 2 at the ~~City~~City's cost.

III. GENERAL TERMS

- A. This Agreement may only be amended in writing, and any amendment shall become effective only when the governing body of each party has approved a written amendment or addendum to this Agreement.
- B. This Agreement shall remain in effect until all projects are complete, the subdivision of the property is finalized, and the City has transfer ownership of Fire Station 15 and property with easements to RRFA with full RRFA release to the City, and the RRFA has fully paid for any costs due and owing to the City.
- C. Time is of the essence for each and all of this Agreement's provisions in which performance is a factor.
- D. If either party fails to reimburse the other party by the time required in this Agreement, interest on the overdue amounts shall accrue and be paid at a rate of 2.5% per annum.
- E. 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. Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington, or its replacement or successor. No lawsuit may be filed until the complaining provides no less than 60 days written notice of its intent to file a lawsuit and only after attempting in good faith to negotiate a resolution and allow the other party to cure the perceived default.
- F. 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.
- G. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

- H. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.

IV. INDEMNIFICATION AND HOLD HARMLESS/INSURANCE

- A. 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 its breach of this Agreement or 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. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.
- B. 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.
- C. Insurance.
Effective no later than _____, each party shall carry and maintain insurance coverage as described below. Coverages shall be written with an insurance carrier admitted in the State of Washington.

General. Automobile, and Director & Officer Liability Insurance:

Coverage for damages caused resulting in personal injury, property damage or advertising liability shall be provided. Coverage shall be in an amount not less than five million dollars (\$5, 000,000) per Occurrence.

The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement.

V. NOTICE

All communications, including notices, regarding this Agreement shall be sent to the Parties' representatives at the addresses listed below:

The City's representative shall be and notices shall be sent to:

XXXXXXX

1055 Grady Avenue South
Renton, WA 98057
425.430.6500

The RRFA's representative shall be and notices shall be sent to:

XXXXXXX

24611 116th Ave SE.
Renton, WA 98030
425.430.7000

Any written notice shall become effective upon (a) personal service or (b) three (3) business days after the date of mailing by registered or certified mail and first-class mail, and shall be deemed sufficiently given if sent to the address stated in this Agreement, or to such other address as may be specified in writing by a party. Either party may change its representatives by notifying the other in writing.

XII. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default.

XIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below.

RENTON REGIONAL FIRE AUTHORITY

By:

Its: Fire Chief

Dated: _____

APPROVED AS TO FORM:

Brian Snure
Attorney for RRFA

CITY OF RENTON

By: Denis Law
Its: Mayor
Dated: _____

Attest

Jason Seth
Renton City Clerk

APPROVED AS TO FORM:

Shane Moloney, City Attorney

EXHIBIT A

LEGAL DESCRIPTION (OF ENTIRE PROPERTY)

TRACT 38 OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 63, RECORDS OF
KING COUNTY, WASHINGTON;
EXCEPT THE EAST 100 FEET THEREOF;
SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON

King County Assessor's Tax Parcel No. 3342103245

EXHIBIT B

Fire Station 15 Contract Documents

Site Plans A1.01

Site Plan and
Site Sequencing Plan

EXHIBIT C

1. Examples of Development Costs Attributable towards the City's Maximum Development Costs (\$5,671,809 total)

Professional Services:

- Architect
- Civil Engineer
- Landscape Architect
- Cost Estimating
- Signage
- Commissioning

Miscellaneous:

- Land Use Permitting
- Meetings and Presentations
- Construction Administration
- Site Structural
- Geotechnical
- Record Drawings
- Reimbursable Expenses
- Testing and Inspections

Other Development Costs:

- Construction
- HVAC and other fixtures necessary to operate building
- Project Management (including City staff assigned to project)
- Public Art
- Permits, Building
- Permits, Civil
- Plan Check
- Printing
- Installed Signage
- Project redesign and construction related to accommodation of temporary parking during Phase 2

Miscellaneous installed items:

- Dishwasher
- Range Hood
- Range
- Compressor
- Fire Extinguishers
- Fire Extinguisher Cabinets

- Garbage Disposal
- Hose Reels
- Marker boards
- Roller Shades
- Soap Dispensers
- Tack boards
- Water Heater
- Wall Mirror
- Parking lot light fixtures

2. Examples of FF&E: (\$1,000,000 total)

Furniture:

- Tables
- Chairs
- Couches
- Beds/mattresses
- Dressers
- Televisions
- Lamps

Appliances:

- Washing machine/dryer
- Refrigerator
- Microwave
- Dryer Cabinet, Gear
- Extractor
- Fireproof Cabinet
- Hose Drying Rack
- Pull-Up Bar
- Soap Container

IT hardware that is not fixed to the building:*

- Computers
- Monitors
- Printers
- Telephones
- Racks
- Servers
- Switches
- Alerting

***Note:** *IT Services for RRFA are currently covered under ILA CAG-16-116 between the City and the RRFA, Exhibit 2, section 4.b. "Unique Support Service Requests" and section 5. "Additional Staff Service Cost." If the RRFA is going to require IT services and support for FS 15 there will be additional support and services costs that will need to be addressed in ILA CAG-16-116 and not as part of the "project" cost associated with this agreement.*

Fitness equipment including any costs associated with dedicated circuit electrical requirements.

AED equipment for the facility.

Smoke & carbon monoxide detectors.

Fire Engine/truck.

Improvements for Fire Station 15 to be designed and constructed as part of Water Utility Reservoir Project prepared by Abdoul Gafour - Water Utility Manager - 6/25/18		Estimated cost with 10% sales tax	Water Utility Cost Responsibility	Detailed description of work
1	Permeable concrete pavement of rear parking lot	\$ 63,000	100%	Installation of approximately 4,200 sq-ft of 10-inch thick permeable concrete pavement for FS 15 parking lot. The contractor for the fire station will prepare and install the sub-base for the pervious pavement. Cost assumption: \$275 per ton for pervious concrete x 228 tons
2	Shared heavy duty asphalt access driveway along west side of property	\$ 38,500	100%	A 24-ft wide (approximately 4,000 sq-ft) heavy-duty asphalt paved access road along the west side of the property will be installed by the reservoir project. As part of the utilities improvements for the reservoir project, 2 transmissions water mains and a storm drain line that will need to be installed within the access road. The access road will also be for the construction of the reservoir. This access road will be completed after the completion of the reservoir and after the installation of the pervious concrete parking lot behind the fire station. Cost assumption: \$220 per ton x 175 tons
3	Installation of 2 light poles on back parking lot of fire station (Light poles to be purchased and provided by FS 15 contractor)	\$ 25,000	100%	As part of the installation of the parking lot, the Water Utility's reservoir project will install 2 light poles, conduits and wiring along the north side of the parking lot. The Fire Station contractor will purchase and provide the light poles and related fixtures to the Water Utility reservoir contractor. Cost assumption: Installation cost only - materials to be provided by FS 15 contractor
4	Parking lot landscaping	\$ 15,000	100%	As part of the reservoir project, the Water Utility will install the landscaping along the west side of the shared access road, the north side of the fire station parking lot and along the northeast corner of the parking lot. Cost assumption: Lump sum cost for complete installation of landscaping for FS 15
5	Access gate across shared driveway (Gate to be purchased and provided by FS 15 contractor)	\$ 10,000	100%	As part of the reservoir project, the Water Utility will install an access gate across the shared driveway. The gate and appurtenances will be purchased and provided by the Fire Station contractor. The gate will be installed after the completion of the reservoir project, the parking lot and the shared driveway. Cost assumption: Installation cost only - materials to be purchased and provided by FS 15 contractor
6	Trench drain across access road (Materials to be purchased and provided by FS 15 contractor)	\$ 5,000	100%	As part of the reservoir project, the Water Utility will install a trench drain across the shared driveway and will connect the drain to an existing on-site storm drain structure. Cost assumption: Installation cost only - Materials to be provided by FS 15 contractor
7	Chain link fence along property lines	\$ 17,000	100%	As part of the reservoir project, the Water Utility will install approximately 250 feet of chain link fence around the west property line of the fire station project and along a portion of the east property line at the northeast corner of the parking lot. Cost assumption: 200 ft. of fencing at \$90/foot
8	Concrete curb, retaining wall along shared access road	\$ 18,000	100%	As part of the reservoir project, the Water Utility will install approximately 200 feet of vertical curb and short retaining wall along the west side of the shared access road. The curb and retaining wall will be constructed before the final paving of the access road. Cost assumption: 200 feet at \$90/ft
9	New fire hydrant at parking lot	\$ 10,000	100%	As part of the reservoir project, the Water Utility will install a new fire hydrant to be located in the planter strip on the west side of the parking lot. Cost assumption: Lump sum cost for materials (\$7,500) and installation (\$1,500)
	Install concrete driveway approach and sidewalk extension	\$ 7,500	100%	Installation of approximately 200 sq-ft of commercial concrete driveway and sidewalk extension along shared access road frontage on N 30th St. Cost assumption: 25 sq-yd at \$300/sq-yd
Subtotal of improvements		\$ 209,000	100%	
Consultant's cost to include design of improvements (15%)		\$ 31,000	100%	
Total cost for construction and design revisions		\$ 240,000	100%	



Governing Board Agenda Item

SUBJECT/TITLE: Agenda Change

STAFF CONTACT: Marshall

SUMMARY STATEMENT:

We currently do not have any foreseeable time where an individual board member has work to report to the Board under "Board Member Report". Staff is recommending the removal of this item from the agenda. Any items that Board members wish to share can do so under: "Good of the Order".

FISCAL IMPACT:

Expenditure _____ Revenue _____

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to remove "Board Member Reports" from future RRFA Agendas.