



# RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, December 10, 2018  
Fire Station #13 – 18002 108<sup>th</sup> Ave. S.E., Renton

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
  - Promotion Ceremony
- 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.*
- Consent Agenda
  - Approval of [Minutes from the November 26, 2018](#) Regular Meeting
  - Approval of [Vouchers](#): AP Check Register 11/16/18 – 11/30/18, Payroll 11/1/18 – 11/15/18
- Signing of Vouchers
- Board Committee Reports
- [Chief's Report](#)
- Division Reports
- Correspondence
  - [Thank You Letter from Seattle Fire Department](#)
- Unfinished Business
- New Business
  - [Resolution Approving Application to Join Community Connectivity Consortium](#)
  - [Approval of Professional Services Contract for IT Consulting](#)

## GOVERNANCE BOARD REGULAR MEETING AGENDA

December 10, 2018

Page 2 of 2

- Good of the Order
- Executive Session
  - *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.*
- Future Meetings:
  - Monday, January 14, 2019, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton)
- 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, November 26, 2018**

**Fire Station #13 – 18002 108<sup>th</sup> Ave. S.E., Renton**

---

**CALL TO ORDER AND FLAG SALUTE**

Governance Board Chair Meikle called the Regular Meeting to order at 10:00 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)

Ed Prince (City of Renton)

Don Persson (City of Renton)

Kerry Abercrombie (Fire District 25)

Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

**Administrative Staff Present:**

Fire Chief Rick Marshall, Deputy Chief Roy Gunsolus, Deputy Chief Chuck DeSmith, Battalion Chief Rick Myking, Captains Will Aho and Steve Winter, Lieutenant Rick Laycock, Firefighter Chris Krystofiak and Robbie Hyslop, Lead Deputy Fire Marshal Phil Cane, and Administrative Secretary Linda Mann.

**Public Present:**

Charlotte Ryan

**AGENDA MODIFICATIONS**

There were no agenda modifications.

**ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

There were no announcements, proclamations or presentations.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

**Approval of Minutes**

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Vice Chair Pavone to approve the Minutes from the November 13, 2018 Regular Meeting. **MOTION CARRIED (6-0)**

**Approval of Vouchers:**

## **GOVERNANCE BOARD REGULAR MEETING MINUTES**

**November 26, 2018**

**Page 2 of 3**

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

- AP Check Register 11/01/18 – 11/15/18, Payroll 10/16/18 – 10/31/18. **MOTION CARRIED (6-0)**

### **SIGNING OF VOUCHERS**

The members of the Finance Committee signed the Voucher Approvals for November 26, 2018.

### **BOARD COMMITTEE REPORTS**

There were no Board Committee reports.

### **CHIEF'S REPORT**

Chief Marshall's report included the following:

- The African American Male Wellness Initiative: Renton Community Lunch-In: On Saturday, November 17, Chief Marshall had the honor of attending a meeting with a group of people from our community at BLOQS. The purpose was to begin planning for an African American Male Wellness Initiative event next July.
- FD40 Contract: On Tuesday, November 20, Chief Marshall received an email from Brian Snure informing the RRFA that FD40 had notified us that they intend to cancel the contract for service. It appears there will be a meeting on December 5 between the respective Board representatives and legal counsel to discuss the issues surrounding the termination.
- Firefighter Contract: Chief Marshall is pleased to announce that we have a new four year contract with the firefighters. They ratified their end as of Friday, November 9. Chief Marshall is confident that the Battalion Chief contract will be agreed upon soon and brought before you for approval.
- Headquarters Move Update: The first phase of our Station 13 remodel is almost complete with painters finishing up and new carpet installed. We have a confirmed move-in date of December 11, 2018 which should allow us plenty of time to get set up for the New Year.
- Lean Six Sigma Green Belt Graduates: Two of our Admin staff members, Samantha Babich and Sheila Madsen, recently completed 40 hours of classroom and practical training to become Six Sigma Green Belts. Their final project for class was delving into one of our NFIRS reporting processes and managed to come up with an estimated potential savings of \$1,380.89. Way to go!
- CFSI Group Coordinator: On Wednesday, November 14, Chief Marshall had the opportunity to meet with a few local chiefs to begin planning for the trip to Washington DC next year to attend the Congressional Fire Service Institute (CFSI) event. The past Washington State Coordinator and Administrator for Valley Regional Fire is retiring, and Chief Marshall was asked to lead the group for 2019. CFSI is an opportunity for learning and meeting with our delegation in Washington, DC to thank them for their continued support for local fire service.

### **DIVISION REPORTS**

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

### **CORRESPONDENCE**

## GOVERNANCE BOARD REGULAR MEETING MINUTES

November 26, 2018

Page 3 of 3

Chief Marshall presented a copy of the letter of intent to terminate operating agreement between RRFA and District #40.

### UNFINISHED BUSINESS

There was no unfinished business.

### NEW BUSINESS

There was no new business.

### GOOD OF THE ORDER

There was no good of the order.

### EXECUTIVE SESSION

- *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 10:13 a.m. for 15 minutes. At 10:28 a.m., an additional 10 minutes was requested. At 10:38 a.m. an additional five minutes was requested. The meeting reconvened at 10:43 a.m.

### FUTURE MEETINGS

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

### ADJOURNMENT

A **MOTION** was made by Board Chair Meikle and **SECONDED** by Board Member Prince to adjourn the meeting at 10:44 a.m. **MOTION CARRIED (6-0)**

---

Myron Meikle, Board Chair

---

Linda Mann, Board Secretary

## VOUCHER APPROVAL FOR DECEMBER 10<sup>TH</sup>, 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 \$1,577,437.98, payroll vouchers and direct deposits totaling \$476,618.79.

<b>A/P Vouchers</b>	<b>Payment Date</b>	<b>Numbers</b>	<b>Amount</b>
Checks	11/16/2018 - 11/30/2018	10633-10660	\$1,382,198.79
EFTs	11/16/2018 - 11/30/2018		\$95,226.08
Bank Drafts	11/16/2018 - 11/30/2018		\$100,013.11
<b>TOTAL A/P</b>			<b>\$1,577,437.98</b>
<b>Payroll Vouchers</b>	<b>Payroll Date</b>	<b>No. of Vouchers</b>	<b>Amount</b>
Direct Deposits	11/21/2018	158	\$476,618.79
Payroll Checks	11/21/2018	0	\$0.00
<b>TOTAL PAYROLL</b>		<b>158</b>	<b>\$476,618.79</b>
<b>TOTAL CLAIMS</b>			<b>\$2,054,056.77</b>

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:** December 10, 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. Admin Offices Moving Day

Tomorrow, December 11, will be our first day at Station 13, our new headquarters. We look forward to getting settled in and our exciting new journey.

### 2. New Lieutenant Promotions

A big congratulations to all of our new Lieutenants who received their pins this morning:

C. Krystofiak  
A. Plumlee

C. Hawley  
L. Alvarado

J. Lundin  
J. Downing

R. Hyslop  
N. Pringle

### 3. Station 15 Update

Here are the latest pictures from our new Fire Station 15. The last of the exterior doors are hung, cabinetry is going in, and a majority of the interior painting is complete:



Front of Station



Interior of kitchen and dining room

#### **4. Candidate Chief's Interviews Completed**

On December 3 and 4, we had 19 new firefighter candidates attend the Chief's interviews. We have made conditional offers to 8 very well qualified candidates. They will be starting late January and start the 19 week academy February 1.

#### **5. U-Haul Fire on NE 4th**

On November 24 at 0312, a reporting party called 911 stating the he sees flames on the ceiling at 3205 NE 4th St (Renton Collision Center).

RRFA units along with Eastside Fire and Rescue, PSRFA, and Skyway units (E12, E16, E11, E1078, A12, L46, L74, B12 and B13) arrived on scene 4 U-Haul trucks on fire in the back parking lot of U-Haul at 3131 NE 4th St.

This fire is of a suspicious nature and our Deputy Fire Marshal is investigating. There were no witnesses on scene and the U-Haul has video cameras that will be reviewed.

No injuries reported and no one was displaced by the fire. Initial damage estimates are roughly \$40,000.00.

#### **6. House fire in Cascade Area**

On December 1, at the 1600 block of 123rd Ave SE, a structure fire started at a one story single family house in the Cascade area. This house has been in a remodel status for approximately the last month.

At 0459, RRFA and PSRFA units (E13, E17, E14, E77, A13, L11, B13, and B12) were dispatched to a residential fire, which was called in by a neighbor.

We confirmed with neighbors that the residence was not occupied.

Cause is under investigation.

#### **7. Homicide in Renton**

At just past 6:30 PM on November 30, RRFA crews were dispatched to a shooting at Renton Ridge Apartments on Aberdeen Ave NE. Crews arrived to find one patient who was soon reported as deceased and the shooter unaccounted for. Renton PD was on-scene and to investigate. Engine 12 was at the Clam Lights event in service and responded to this incident. As more details become available, I will share them with the Board.





**City of Seattle**

Mayor Jenny A. Durkan

**RECEIVED**

NOV 29 2018

BY: *llb*

November 21, 2018

Fire Chief Rick Marshall  
Renton Regional Fire Authority  
1055 South Grady Way  
Renton, WA 98057

Dear Chief Marshall,

On behalf of the Seattle Fire Department, thank you for the exceptional support you lent the City of Seattle during our 4-11 fire in the Queen Anne neighborhood on the night of November 10. At the height of our response, nearly two-thirds of Seattle's on duty firefighters were responding at the scene. Because of your willingness to lend mutual aid, we were able to maintain critical fire and EMS response to the City's residents.

It is reassuring to know that we are there for one another and have the relationships and training to provide seamless emergency services to the communities we serve.

Sincerely,

A handwritten signature in dark ink, appearing to read "HDS", written over the printed name of Harold D. Scoggins.

Harold D. Scoggins, Fire Chief  
Seattle Fire Department

HDS:db



## Governing Board Agenda Item

SUBJECT/TITLE: Community Connectivity Consortium Joining Agreement Resolution

STAFF CONTACT: S. Babich

### SUMMARY STATEMENT:

The Community Connectivity Consortium (CCC) is a collaborative partnership between government agencies which has built a high-speed fiber ring around Lake Washington. The RFA desires to participate in this consortium and is seeking authorization to apply for membership from the Governance Board in the form of a Resolution.

### FISCAL IMPACT:

Expenditure 0 in yr 1 Revenue 0

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

The first year of membership is in a non-voting (no-cost) role. RFA staff will attend quarterly meetings on behalf of the RFA.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Resolution 2018-07 for Board adoption  
Letter to CCC requesting to join (info only)  
Joining Agreement (info only for FC signature)  
CCC Benefits Overview (info only)

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

Motion to adopt Resolution 2018-07 approving the application to and participation in the Community Connectivity Consortium and authorize the Fire Chief to sign the CCC the Agency Joining Agreement.

**RENTON REGIONAL FIRE AUTHORITY**

**RESOLUTION NO. 2018 - 07**

**AUTHORIZING COMMUNITY CONNECTIVITY  
CONSORTIUM MEMBERSHIP**

**WHEREAS**, the Community Connectivity Consortium (the "Consortium") is a public corporation formed pursuant to RCW 35.21.730 through RCW 35.21.759 and chapter 39.34 RCW for the purpose of acquiring, constructing, operating, managing and maintaining a regional communications network to meet the needs of its local community members, including government agencies, hospitals, schools and universities; and

**WHEREAS**, the Consortium's Strategic Plan identifies a number of projects that would be advantageous to RENTON REGIONAL FIRE AUTHORITY including construction of a fiber-optic network linking public safety answering points, emergency service providers, and other agencies in King, Snohomish and Pierce Counties with a robust, efficient, and cost-effective communications network for voice and data; and

**WHEREAS**, membership in the Consortium is limited to governmental agencies authorized to become signatories to an interlocal agreement as authorized by RCW 39.34.030, and who contribute assets, resources, and/or shared services for the benefit of its members; and

**WHEREAS**, as a public agency formed under chapter 52.26 RCW, RENTON REGIONAL FIRE AUTHORITY has the requisite authority to become a member of the Consortium; and

**WHEREAS**, the Governing Board (the "Board") of RENTON REGIONAL FIRE AUTHORITY now desires to join the Consortium and to participate in Consortium projects that benefit RENTON REGIONAL FIRE AUTHORITY;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of RENTON REGIONAL FIRE AUTHORITY as follows:

Section 1. Authorization. The Board hereby authorizes staff to submit a request for Consortium membership, and subject to its approval, to execute and deliver an Agency Joining Agreement on behalf of RENTON REGIONAL FIRE AUTHORITY for membership in the Consortium. RENTON REGIONAL FIRE AUTHORITY hereby elects to join the Consortium as a non-voting member, with the intent to transition to voting member status after completion of the one-year non-voting period and receipt of the necessary approval as provided in the Consortium Bylaws.

Section 2. Further Authority; Prior Acts. All RENTON REGIONAL FIRE AUTHORITY officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

ADOPTED by the Governing Board of the RENTON REGIONAL FIRE AUTHORITY in an open meeting on this 10th day of December, 2018.

---

Board Member

---

Board Member

---

Board Member

---

Board Member

---

Board Member

---

Board Member



RENTON REGIONAL FIRE AUTHORITY

1055 South Grady Way  
Renton, WA 98057-3232  
T: 425-430-7000 F: 425-430-7044  
WWW.RENTONRFA.ORG

December 11, 2018

Community Connectivity  
Consortium PO Box 90012  
Bellevue, WA 98009-9012

SUBJECT: Request for Consortium Membership

Please consider this letter the RENTON REGIONAL FIRE AUTHORITY's formal request for membership in the Community Connectivity Consortium. It is our intent to actively participate in those Consortium projects that benefit our agency, the region and our constituents.

We subscribe to the Goals and Principles detailed in the Consortium's Bylaws and look forward adding value to future projects. Attached, please find a signed Resolution documenting RENTON REGIONAL FIRE AUTHORITY's joining request for voting membership.

Sincerely,

Rick Marshall  
Fire Chief

Enc: CCC Joining Agreement  
Renton RFA Resolution #2018-07



# Community Connectivity Consortium

## Agency Joining Agreement

THIS AGREEMENT ("Agreement") is entered into between the Community Connectivity Consortium ("the Consortium") and RENTON REGIONAL FIRE AUTHORITY a public agency organized under the laws of the State of Washington, hereinafter referred to as the "Member" which are parties signatory to this Agreement.

**Whereas** the parties have executed this Agreement on DECEMBER 11, 2018 for the purpose of RENTON REGIONAL FIRE AUTHORITY becoming a member of the Consortium. By executing this agreement RENTON REGIONAL FIRE AUTHORITY agrees that it has read, understands, agrees to and commits to working with other Consortium members on projects of interest under the Consortium charter, By-Laws and Policies of the Consortium.

The Member signer agrees that he/she is authorized to commit the agency to legal agreements and contracts and has full authority to execute this agreement. The Member warrants that it has obtained authorization from its governing body or board to join the Consortium. The member elects to join as a:

- ☒ Voting Member
- ☐ Non-Voting Member

In witness whereof, the parties hereto have executed this Agreement on the respective dates indicated below:

### RENTON REGIONAL FIRE AUTHORITY

By: \_\_\_\_\_  
Signature of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

Community Connectivity Consortium

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

# Community Connectivity Consortium

## Benefits of Consortium Membership



The Community Connectivity Consortium got its start as a collaborative partnership between Kirkland, the Lake Washington School District and the University of Washington in 2002. Since that time, it has grown to 27 cities and agencies, and has built a resilient high-speed fiber ring around Lake Washington.

Consortium members benefit from the ability to easily plan, implement and operate fiber optic resources amongst one another. The Fiber Optic Project Agreement (FOPA or PA) is the foundation for these collaborative projects. This methodology allows Consortium members to benefit from fiber optic projects that might otherwise be cost prohibitive if implemented independently.

The Consortium has built over 65 miles of fiber optic infrastructure and operates a high speed, fiber optic ring network that encircles Lake Washington.

As a Consortium member agency, you benefit in the following ways:

- **Sharing of fiber optic resources**  
Existing Consortium fiber resources can be granted to a Consortium member, often resulting in considerable cost savings when implementing data communications projects.
- **Resilient Data Paths**  
Utilization of the Lake Washington Ring provides a data path between Ring Nodes and Internet Points of Presence at the Westin and Sabey (Tukwila) data centers. The ring is self-healing, thus assuring high availability, and is monitored and managed by the University of Washington's Network Operations Team.
- **Rapid Implementation of Collaborative Projects**  
Because membership in the Consortium is essentially an ongoing interlocal agreement between all Consortium members, collaborative projects between members can be quickly planned and implemented, often in less time than it would take to simply negotiate an interlocal agreement.
- **Direct, High Speed Access to Provider Services**  
With points of presence in both the Westin and Sabey Tukwila data centers, Consortium members have the ability to connect directly to services such as King County INET, Microsoft Azure, Pacific NW GigaPop, AmaZon Web Services, Equinix, Megapath, and others. Considering that commercial carrier costs to reach these services can cost thousands of dollars monthly, a Consortium member gains the ability to leverage their budget savings to provide more services, rather than pay for data transport.
- **Membership in a Collaborative and Engaged Community**  
Consortium membership offers your agency the ability to engage with IT technical and leadership staff from throughout the region. Sharing of ideas, plans, and expertise results in a stronger organization.
- **Participation in Grants**  
The Consortium Board is always seeking grant opportunities to enhance infrastructure or operations. Since many grants today are offered on a regional basis, Consortium membership provides a mechanism to easily participate.



# Community Connectivity Consortium

## Joining the Consortium



A public agency desiring membership in the Consortium must express its interest in writing to the Consortium Board. The letter should identify the type of membership sought (Voting or Non-voting) and how the agency's interests align with goals and principles of the Consortium. The Consortium Board will review the request and take action accordingly.

An agency can join as either a voting, or non-voting member.

### **Voting Members**

If an agency's request to join as a voting member is approved, the member is allowed immediate admittance as a non-voting member for one year, at which time, they become a voting member upon a majority vote of the full membership and payment of their dues. Voting members should attend Board and Committee meetings appropriate to their interests and demonstrate sincere interest and willingness to participate and engage in the collaborative partnership. A voting member may request a change in their membership status to non-voting for the following year, if the request is made prior to the May General Membership Meeting.

### **Non-Voting Members**

If an agency has limited or discrete interests (such as connecting a facility), the Board can take action on a non-voting membership request at the next scheduled meeting. Non-voting members can attend and participate in all Consortium Board and Committee meetings, but are not allowed to vote on any Committee or Board matters.

An example of a membership request letter is attached to this document. Also attached is the Consortium Agency Joining Agreement.

Before sending a membership request to the Consortium Board, a prospective agency should insure that they have completed the following:

- Reviewed the Consortium's Charter, Bylaws and Financial Policies (available online at <http://communityconnectivity.org/documents/> ) .
- Insured that appropriate approvals at their agency level for Consortium Membership have been obtained. In most cases, a resolution to add your agency to the existing interlocal between cities for sharing of fiber optic resources is required.
- Communicated with the Consortium in order to initiate the joining process and give the Consortium notice to allow time to prepare Consortium documents and resolutions.





## Governing Board Agenda Item

SUBJECT/TITLE: Professional Services Agreement - DunnCo

STAFF CONTACT: S. Babich, Director of Administration

### SUMMARY STATEMENT:

As part of the transition away for the City of Renton's IT, we have identified a need to bring in an outside consultant to help manage sourcing and setting up of our IT infrastructure. The Professional Services Agreement with Paul Dunn will provide for an average of 20 per week of services through March 1st of 2020.

### FISCAL IMPACT:

Expenditure 120,000 Max through 03/2020

Revenue 0

Currently in the Budget Yes ☒ No ☐

### SUMMARY OF ACTION:

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Professional Services Agreement - DunnCo

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move that we approve the Professional Services Agreement with DunnCo Diversified Services LLC to provide IT consulting through March of 2020 and authorize the Chief to sign the agreement as presented.

**PROFESSIONAL SERVICES AGREEMENT  
between the Renton Regional Fire Authority and**

**DunnCo Diversified Services LLC**

THIS AGREEMENT is made between the Renton Regional Fire Authority, a Washington municipal corporation (hereinafter the "RFA"), and DunnCo Diversified Services, LLC organized under the laws of the State of Washington, located and doing business at 13036 SE Kent Kangley Rd, Suite 252 Kent, WA 98030 (253) 244-3401 (hereinafter the "Contractor").

**I. DESCRIPTION OF WORK.**

Contractor shall perform the following services for the RFA:

This Description of Work, also known as Scope of Work or S.O.W. defines the work to be performed by DunnCo Diversified Services (Contractor) on behalf of the Renton Regional Fire Authority (RFA) in support of the RFA's strategic planning efforts to implement and transition their Information Technology Services from the City of Renton to their own support structure.

- A. Introduction/Executive Summary
- B. Deliverables – Contractor Responsibilities
- C. Misc. Provisions

**A. Introduction – Executive Summary**

Established on July 1, 2016, the Renton RFA serves the residents and businesses of the City of Renton and King County Fire Protection District 25. The Renton Region Fire Authority currently contracts with the City of Renton Information Technology Department for IT Services. At the conclusion of the term of the Interlocal Agreement between the City and the Renton Regional Fire Authority (RRFA or RFA), the RFA intends to operate their IT infrastructure, independent of the City of Renton.

The RFA has begun in earnest to plan and implement elements of this transition. DunnCo has served as an IT Consultant to the RFA for RFP development, project management and IT Assessment since 2016. Because of DunnCo's unique knowledge of the IT structure for the RFA, the RFA intends to engage DunnCo as a retained IT services contractor to assist the RFA in their transition of IT services.

This Professional Services Agreement (PSA) summarizes the duties that Contractor will perform during the duration of this agreement.

**B. Deliverables – Contractor Responsibilities**

The Contractor will be responsible for the specific deliverables as listed below:

Using the RRFA Baseline IT Operations and Infrastructure Report and other resources, the Contractor will perform the general duties of Planning, Procuring, Installing, and Managing the activities necessary to successfully transition the RRF's IT operations to become IT-Independent on or before January 1, 2020.

### **Reporting**

- Contractor will provide monthly reports to the RFA detailing all hours worked in support of the project.
- The Contractor will provide weekly project status reports showing current project status, any issues or changes.

### **C. Miscellaneous Provisions**

#### **Time on Site and Project Task Schedule**

Contractor will perform project work at RRFA Fire Stations and at RRFA Administrative Offices as well as Contractor's Offices. During the project, Contractor will devote a time as needed to fulfill the requirements of the project and meet project and plan deadlines. A great deal of this time will be spent working at RRFA sites. Contractor's work schedule will be mutually agreed upon between RFA Administration and Contractor. The intended final day of this project is March 1, 2020. RRFA and Contractor understand that Contractor is currently engaged in other projects, and there will be some "blackout" dates when Contractor will not be available. These dates will be incorporated into the final project schedule.

Contractor/Consultant will develop a mutually agreeable schedule to work on-site at the RFA's offices in performance of the project's duties. While not all work in support of this project is required to be performed on-site, a significant portion of the responsibilities involve consultation and planning with the RFA, it is beneficial to both parties to have the Contractor/Consultant on-site and available while working on this project.

The RFA will provide a work area with internet access and access to an RFA PC for project duties. The Contractor/Consultant will utilize the RFA PC only for project related duties and information. The Contractor/Consultant is responsible for providing their own PC for use in general project related work, and work outside of the scope of this agreement.

#### **Project Task Schedule**

The table below lists the high-level project task elements for the IT Transition:

<b>Completion Date</b>	<b>Description</b>
12/31/2018	RRFA Admin Moves to Station 13
3/1/2019	Station 13 Data Center remediation completed
3/1/2019	IT Transition Plan Completed
4/1/2019	RFP's Issued

<b>Completion Date</b>	<b>Description</b>
5/15/2019	RFP's Received and evaluated
6/1/2019	Vendor contracts finalized
6/15/2019	Vendor orders issued
6/15/2019	All Station IT Spaces remediated
8/1/2019	Equipment received
8/1/2019	IT Staffing on-board
8/15/2019	Initial equipment installed for setup and staging
10/15/2019	Side-By-Side Network stack built
11/1/2019	Side-By-Side-Network Stack Operational
11/1/2019	VOIP Testing on Side By Side Stack completed
11/1/2019	Server installation testing complete
11/15/2019	Virtual server platforms built and tested
12/1/2019	Side-By-Side-Network Stack Testing Complete
12/1/2019	Virtual servers ready for applications installation
12/2/2019	Software applications migrated and ready for live
12/15/2019	Network stack elements installed at sites
12/15/2019	Software applications ready for migration
12/15/2019	VPN Connections to ValleyCom, Renton Tested
12/28/2019	Fiber optic network/MOE cutover
12/28/2019	VOIP cutover
12/28/2019	VPN Connections to ValleyCom, Renton Cutover
12/31/2019	Punch list high priority items completed
1/15/2020	All punch list items completed

### **Invoicing**

DunnCo will invoice the RRFA monthly for all hours worked in the previous month, and will provide an Hours Worked Detail Report with each invoice.

### **Expenses**

DunnCo will not charge for travel time, mileage or expenses for any project related purposes, unless travel is to a destination more than 75 miles away from DunnCo's address.

In the event that travel to a destination beyond 75 miles from DunnCo's address is required, DunnCo will submit travel expenses to the RFA for payment. DunnCo agrees to record, track and request re-imbursement for travel expenses beyond 75 miles in accordance with the Renton RFA's current employee travel and expense policy.

DunnCo will not charge the RFA for office expenses such as paper, computer media, mailing, copying or other common office expenses related to the project.

In the event that other unexpected expenses may be incurred, DunnCo will not charge the RFA unless the RFA has reviewed and approved in advance the expenses.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement, and Contractor shall complete the work no later than 45 days following March 1, 2020.

**III. COMPENSATION.** The RFA shall pay Contractor an Hourly Rate of \$100 (One Hundred Dollars) for all work performed as set forth in the Statement of Work. The total project cost will not exceed \$120,000 without mutual agreement by both parties. This amount does not include sales taxes as may be applicable. The Contractor shall invoice the RFA monthly. The Contractor will provide a report with each invoice detailing the nature of work performed for the hours worked. All fees charged shall remain locked at the negotiated rate throughout the term of this Agreement.

**IV. ADDITIONAL WORK.** If, during the performance of this Agreement or subsequent to completion of the work under this Agreement, services other than those described in Section I are ordered by the RFA, the Contractor agrees to provide said services and the RFA agrees to compensate the Contractor for the same according to the method determined at the time the additional services are ordered. The Contractor shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the RFA.

**V. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Contractor has the ability to control and direct the performance and details of its work, the RFA being interested only in the results obtained under this Agreement.
- B. The Contractor maintains and pays for its own place of business from which Contractor's services under this Agreement will be performed.
- C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the RFA retained Contractor's services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the Washington State Department of Revenue.
- E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor's

business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

- F. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

**VI. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) calendar days' written notice at its address set forth on the signature block of this Agreement.

**VII. DISCRIMINATION.** The Contractor shall not discriminate against any employee, applicant for employment or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or the presence of any sensory, mental or physical handicap.

**VIII. INDEMNIFICATION.** Contractor shall defend, indemnify and hold the RFA, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the RFA's negligence. The RFA's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

RFA agrees to indemnify and hold harmless Contractor from all claims, losses, expenses, fees including attorney fees, costs and judgements that may be asserted against RFA that result from the acts or omissions of the RFA or the RFA's employees.

The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the RFA's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the RFA's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

**It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's limited waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Contractor further acknowledge that Contractor has mutually negotiated this waiver.**

**IX. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit 1 attached and incorporated by this reference.

**X. CONTRACTOR'S WORK AND RISK.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XI. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.** Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the services provided hereunder shall be the property of the RFA whether the project for which they were created is executed or not. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the RFA without the RFA's prior written consent.

**XII. MISCELLANEOUS PROVISIONS.**

A. Conflict of Interest. The Contractor represents to the RFA that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the RFA.

B. Non-Waiver of Breach. The failure of the RFA 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.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the RFA's right to indemnification under Section VII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the

addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the RFA and Contractor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the RFA, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.





## **EXHIBIT \_1\_ INSURANCE REQUIREMENTS**

The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Contractor shall furnish evidence, satisfactory to the Renton RFA, of all such policies with an insurer acceptable to the Renton RFA. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- d. Contractor's insurance coverage shall be primary insurance as respects the RFA and Contractor shall provide documentation of the primary nature of Contractor's insurance. Any insurance maintained by the RFA shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Contractor shall provide certificates of insurance documenting the required coverage and listing the Renton RFA as an additional insured prior to beginning the S.O.W.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com																					
<b>INSURED</b> DunnCo Diversified Services 13036 SE Kent-Kangley Rd Ste 252 Kent, WA 98030	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hiscox Insurance Company Inc	10200																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1652125-CGL-18	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
	GENERAL AGGREGATE \$ 2,000,000							
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Renton Regional Fire Authority is named as Additional Insured.

General IT Consulting and Professional Services

**CERTIFICATE HOLDER****CANCELLATION**Renton Regional Fire Authority  
18002 108th Ave SE  
Renton WA 98055

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.