



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, January 14, 2019
Fire Station #13 – 18002 108th Ave. S.E., Renton

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
 - Recognition for CPR performed on citizen at Hazen High School
- 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 December 10, 2018](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 12/01/18 – 12/31/18, Payroll 11/16/18 – 12/15/18
- Signing of Vouchers
- Board Committee Reports
- [Chief's Report](#)
- Division Reports
- Correspondence
 - [Thank You Letter From Fire District #20](#)
 - [Results from 2016 -2017 Accountability and Financial Audits](#)
- Unfinished Business
- New Business
 - Appointment of 2019 Chair and Vice Chair of the RRFA Governance Board

GOVERNANCE BOARD REGULAR MEETING AGENDA

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- [Service Agreement for Paramedic Instruction](#)
- [Benefit Charge Hearing Process Dates](#)
- [Resolution 2019-1 – Canceling the May 27, November 11, and December 23 RFA Board Meetings](#)
- 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 pursuant to RCW 42.30.140(4)(a) to discuss a pending grievance under the collective bargaining agreement.*
- Future Meetings:
 - Monday, January 28, 2019, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave. S.E., Renton)
- Adjournment



Renton Regional Fire Authority

18002 108th Ave SE
Renton, WA 98055
Office: (425) 430-7000
Fax: (425) 430-7044

MINUTES

RFA Governance Board Regular Meeting

10:00 A.M. – Monday, December 10, 2018

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

CALL TO ORDER AND FLAG SALUTE

Governance Board Chair Meikle called the Regular Meeting to order at 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)
Kerry Abercrombie (Fire District 25)
Ed Prince (City of Renton)
Don Persson (City of Renton)
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Marcus Morrell (Fire District 25)

Administrative Staff Present:

Fire Chief Rick Marshall, Director of Administration Samantha Babich, Deputy Chief Roy Gunsolus, Fire Marshal Anjela St. John, Battalion Chief Robert Homan, Captains Steven Rawson, Steve Winter, Will Aho, and Jeff Vollandt, Firefighter Justin Olney, Communications Manager Katie Lewis, and Administrative Secretary Linda Mann.

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

AGENDA MODIFICATIONS

There were no agenda modifications

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Promotion Ceremony

Renton Regional Fire Authority will promote eight people, effective January 1, 2019:

- Chris Krystofiak – Firefighter to Lieutenant
- Luke Alvarado – Firefighter to Lieutenant
- Chuck Hawley – Firefighter to Lieutenant
- Robbie Hyslop – Firefighter to Lieutenant
- Andrew Plumlee – Firefighter to Lieutenant
- Josh Downing – Firefighter to Lieutenant
- Nick Pringle – Firefighter to Lieutenant
- Jason Lundin – Firefighter to Lieutenant

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They were all presented with a badge and helmet with their new rank by Chief Marshall, Deputy Chief Gunsolus, and Local 864 President Justin Olney.

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 26, 2018 Regular Meeting. **MOTION CARRIED (5-0)**

Approval of Vouchers:

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

- AP Check Register 11/16/18 – 11/30/18, Payroll 11/1/18 – 11/15/18. **MOTION CARRIED (5-0)**

SIGNING OF VOUCHERS

The members of the Finance Committee signed the Voucher Approvals for December 10, 2018.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Marshall's report included the following:

- 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 new exciting journey.
- Admin Buildout Savings: We received the final bill from Puget Sound Fire's assistance in the remodel for our new Admin Headquarters. Their charges totaled close to \$7,000. We had a bid for roughly the same work from the City of Renton for \$60,000. Working in partnership with PSRFA allowed us to complete the entire project, including carpet, and the move, for under \$60,000 total. We still have office furniture to purchase, but we will still be far below our initial budgeted costs.
- New Lieutenant Promotions: A big congratulations to all of our new Lieutenants who received their pins this morning: C. Krystofiak, C. Hawley, J. Lundin, R. Hyslop, A. Plumlee, L. Alvarado, J. Downing, and N. Pringle.
- 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 eight very qualified candidates. They will be starting late January and start the 19 week Academy February 1.
- Station 15 Update: The last of the exterior doors are hung, cabinetry is going in, and a majority of the interior painting is complete.
- U-Haul Fire on 4th: On November 24, crews responded to a fire involving four U-Haul trucks. This fire is of a suspicious nature and our Deputy Fire Marshal is investigating. No injuries were reported and no one was displaced by the fire. Initial damage estimates are roughly \$40,000.

GOVERNANCE BOARD REGULAR MEETING MINUTES

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- House Fire in Cascade Area: On December 1, crews were dispatched to a structure fire that started at a one story single family house in the Cascade area. The residence was not occupied and the cause is under investigation.
- Homicide in Renton: On November 30, RRFA crews were dispatched to a shooting at Renton Ridge Apartments. Crews arrived to find one patient who was soon deceased and the shooter unaccounted for. Renton PD was on-scene to investigate.

DIVISION REPORTS

There were no Division reports.

CORRESPONDENCE

Thank You Letter from the Seattle Fire Department:

Chief Marshall received a note from the Seattle Fire Department thanking the RRFA for our assistance during the 4-11 fire in the Queen Anne neighborhood on November 10.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Resolution Approving Application to Join Community Connectivity Consortium:

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

A **MOTION** was made by Board Member Persson and **SECONDED** by Board Vice Chair Pavone 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 Agency Joining Agreement.
MOTION CARRIED (5-0)

Approval of Professional Services Contract for IT Consulting:

As part of the transition away from 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 hours per week of services through March 1st of 2020.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Vice Chair Pavone to 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.
MOTION CARRIED (5-0)

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.*

GOVERNANCE BOARD REGULAR MEETING MINUTES

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Executive Session was called at 10:48 a.m. for 15 minutes. The meeting reconvened at 11:05 a.m.

GOOD OF THE ORDER

There was no good of the order.

FUTURE MEETINGS

The next meeting is scheduled for Monday, January 14, 2019, 10:00 a.m. at Fire Station #13 (18002 108th Ave. S.E., Renton).

ADJOURNMENT

A **MOTION** was made by Board Vice Chair Pavone and **SECONDED** by Board Member Persson to adjourn the meeting at 11:09 a.m. **MOTION CARRIED (5-0)**

Myron Meikle, Board Chair

Linda Mann, Board Secretary

VOUCHER APPROVAL FOR JANUARY 14TH, 2019 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 \$1,219,206.42, payroll vouchers and direct deposits totaling \$948,160.94.

| A/P VOUCHERS | Payment Date | Numbers | Amount |
|-------------------------|-------------------------|------------------------|-----------------------|
| Checks | 12/01/2018 - 12/31/2018 | 10661-10731 | \$437,011.37 |
| EFTs | 12/01/2018 - 12/31/2018 | | \$215,287.19 |
| Bank Drafts | 12/01/2018 - 12/31/2018 | | \$566,907.86 |
| TOTAL A/P | | | \$1,219,206.42 |
| | | | |
| PAYROLL VOUCHERS | | No. of Vouchers | Amount |
| Direct Deposits | 12/10/2018 | 163 | \$486,036.72 |
| Payroll Checks | 12/10/2018 | 1 | \$203.17 |
| Direct Deposits | 12/21/2018 | 161 | \$460,640.04 |
| Payroll Checks | 12/21/2018 | 2 | \$1,281.01 |
| TOTAL PAYROLL | | 327 | \$948,160.94 |
| | | | |
| TOTAL CLAIMS | | | \$2,167,367.36 |

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: January 14, 2019

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 Office Move Complete

The Headquarters move to Station 13 was a success. We look forward to working closer to the members who perform our day-to-day services throughout the community.

2. Labor Agreements

We have formally approved both L864 contracts (Firefighter – Captain and B/C). We appreciate the Local's support and collaboration to build an agreement that provides for the sustainability of the RRFA and takes care of our members.

3. New Shift Schedule and New FS15 Firefighters

We have successfully completed our change to a 4-platoon system. This system builds consistencies in our work-force. This also raises our total number of crews to 28 for 7 stations as compared to 18 for our previous 6 stations. Since our members were allowed to choose their stations, we are already seeing a heightened level of ownership in the stations they chose.

4. Station 15 Update

Fire Station 15 is nearing completion and Engine 15 is officially in service. As of now, Engine 15 is operating out of Station 12. We have tentatively scheduled the ribbon cutting for February 23, 2019 and will schedule an open house when the weather improves.

5. Recent Windstorm

On Sunday, January 6 around 1:00am, we opened up the Department Operations Center (DOC) to respond to a reported windstorm. Deputy Chief Roy Gunsolus assisted the Battalion Chief with the DOC operations while they handled other responses. With the

recent Battalion Chief Training on Storm Procedures and the improvements to processes made by Valley Com, the system worked well. We dispatched about 35 calls through the DOC.

Around 6:00am, we appeared to be regaining normalcy, since the most substantial wind gusts occurred early in the morning. Our area was significantly impacted by sustained winds of nearly 35 mph with gusts to 55 mph. We monitored the impacts and got safety messages out via social media.

6. Tragic Shooting

On Tuesday, December 18, there was a shooting in Station 13's area. Regrettably, it involved the death of a 14 year old girl who was reportedly shot by her mother during a domestic situation. A13 had limited involvement and the call was primarily a PD incident. We have ensured that the crew that responded is doing okay emotionally and has the help of our Peer Support team.



King County Fire District #20

Fire Chief Eric Hicks
(206) 772-1430
ehicks@kcfd20.org
www.king20fire.org

January 2, 2019

Dear Chief Marshall,

On behalf of King County Fire District 20 and the Fitzgerald family. I sincerely thank you and all your staff for providing district-wide coverage on Thursday, December 20, 2018, for the memorial service of retired Fire Chief Mark Fitzgerald. With your assistance, all the members of KCFD20 were able to attend the memorial.

Chief Fitzgerald hired me in 1994 and as a young firefighter he taught me valuable leadership skills that I practice every day as fire chief. So, it was truly emotional to be a part of such an event to honor one of my mentors and provide an honorable closure for Mark's wife, children and grandchildren.

The cooperation between departments and districts in our area is unparalleled, and it enables all of us to continue to offer our exceptional fire and life safety services. Please express my heartfelt thanks and the thanks of all the members of King County Fire District 20 to the staff of the Renton Regional Fire Authority.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Hicks", written over a light blue horizontal line.

Eric Hicks
Fire Chief



Office of the Washington State Auditor

Pat McCarthy

Exit Conference: Renton Regional Fire Authority

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independence and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

Audit Highlights

We would like to thank Samantha Babich and her staff for helping through the audit process. We would also like to thank Jamie Thomas of the City of Renton and her staff for helping ensure we received all documentation in a timely manner.

Audit Reports

We will publish the following reports:

- Accountability audit for July 1, 2016 through December 31, 2017 - see draft report.
- Financial statement for July 1, 2016 through December 31, 2017 - see draft report.

Communications required by audit standards

In relation to our financial statement audit report, we would like to bring to your attention:

- Uncorrected misstatements in the audited financial statements are summarized on the attached schedule. We agree with management's representation that these misstatements are immaterial to the fair presentation of the financial statements.
- There were no material misstatements in the financial statements corrected by management during the audit.

Finalizing Your Audit

Report Publication

Audit reports are published on our website and distributed via e-mail in an electronic .pdf file. We also offer a subscription service that allows you to be notified by email when audit reports are released or posted to our website. You can sign up for this convenient service at: <https://portal.sao.wa.gov/saoportal/Login.aspx>

Management Representation Letter

We have included a copy of representations received from management.

Audit Cost

At the entrance conference, we estimated the cost of the audit to be \$24,000 plus travel expenses, and actual audit costs will approximate that amount.

Your Next Scheduled Audit

Your next audit is scheduled to be conducted in approximately October 2019 and will cover the following general areas:

- Accountability for Public Resources – 2018
- Financial Statements – 2018

The estimated cost for the next audit based on current rates is \$15,000 plus travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal single audit requirements. Federal awards can include grants, loans, and non-cash assistance such as equipment and supplies.

Working Together to Improve Government

Audit Survey

When your report is released you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally this team assists with the online filing of your financial statements.

Performance Center

The Performance Center is a resource for local governments that need to solve problems, reduce costs, and improve the value of their services to citizens. The Center offers training and tools to help local governments improve performance and effectiveness.

Questions?

Please contact us with any questions about information in this document or related audit reports.

Kelly Collins, CPA, Director of Local Audit, (360) 902-0091, Kelly.Collins@sao.wa.gov

Mark Rapozo, CPA, Assistant Director of Local Audit, (253) 593-2047 Ext. 111 Mark.Rapozo@sao.wa.gov

Saundra Groshong, Audit Manager, (253) 372-6250 Ext. 105, Saundra.Groshong@sao.wa.gov

Evans Anglin, Assistant Audit Manager, (253) 372-6250 Ext. 107, Evans.Anglin@sao.wa.gov

Jason Cole, Audit Lead, (253) 372-6250, Jason.Cole@sao.wa.gov

Summary of Uncorrected Items

| Statement / Schedule | Description |
|----------------------|--------------------------------------------------|
| Notes | Note 5: LEOFF2 amount was incorrectly calculated |
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Office of the Washington State Auditor
Pat McCarthy

Accountability Audit Report
Renton Regional Fire Authority

For the period July 1, 2016 through December 31, 2017

Published (Inserted by OS)

Report No. (Inserted by OS)





**Office of the Washington State Auditor
Pat McCarthy**

Issue Date – (Inserted by OS)

Governance Board
Renton Regional Fire Authority
Renton, Washington

Report on Accountability

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The State Auditor's Office takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for Authority operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

The attached comprises our independent audit report on the Authority's compliance with applicable requirements and safeguarding of public resources for the areas we examined. We appreciate the opportunity to work with your staff and we value your cooperation during the audit.

Sincerely,

Signature Here (Please do not remove this line)

Pat McCarthy
State Auditor
Olympia, WA

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Audit Results.....

Related Reports.....

Information about the Authority

About the State Auditor's Office.....

AUDIT RESULTS

This report describes the overall results and conclusions for the areas we examined. In those selected areas, Authority operations complied with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

About the audit

This report contains the results of our independent accountability audit of Renton Regional Fire Authority from July 1, 2016 through December 31, 2017.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

This audit was conducted under the authority of RCW 43.09.260, which requires the Office of the State Auditor to examine the financial affairs of all local governments. Our audit involved performing procedures to obtain evidence about the Authority's uses of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters.

In keeping with general auditing practices, we do not examine every transaction, activity or area. Instead, based on our risk assessment for the year ended December 31, 2017 and 2016, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. The following areas were examined during this audit period:

- Interlocal agreements – King County Fire Protection District No. 40
- Fire benefit charge – calculation
- Formation of Renton Regional Fire Authority
- Self-Insurance – unemployment compensation
- Intergovernmental loan – creating Renton Regional Fire Authority

RELATED REPORTS

Financial

Our opinion on the Authority's financial statements is provided in a separate report, which includes the Authority's financial statements. That report is available on our website, <http://portal.sao.wa.gov/ReportSearch>.

INFORMATION ABOUT THE DISTRICT

Renton Regional Fire Authority was created on July 1, 2016 by voter approval. The Authority is a special purpose district established to provide critical fire and life safety services to the residents of the City of Renton and King County Fire Protection District No. 25. The Authority also contracts with King County Fire Protection District No. 40 to provide services to that area. In addition to responding to and controlling all types of fires, the Authority responds to other emergency incidents including natural disasters, emergency medical services, hazardous materials response, and medical and property services calls. This is the first audit of the Authority.

A six-member Governance Board oversees the Authority. The Board is comprised of six voting board members and one non-voting member. The voting board members include three council members from the City of Renton and three commissioners from King County Fire Protection District No. 25. One commissioner representing King County Fire Protection District No. 40 serves as a non-voting board member. For 2017, the Authority operated on an annual operating budget of \$28.2 million.

Contact information related to this report

| | |
|------------|-------------------------------------------------------------------------------------------|
| Address: | Renton Regional Fire Authority 18002 108 th Avenue S.E. Renton, WA 98055 |
| Contact: | Samantha Babich, Director of Administration |
| Telephone: | (425) 430-7028 |
| Website: | www.rentonrfa.com |

Information current as of report publish date.

Audit history

You can find current and past audit reports for Renton Regional Fire Authority at <http://portal.sao.wa.gov/ReportSearch>.

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

We work with our audit clients and citizens to achieve our vision of government that works for citizens, by helping governments work better, cost less, deliver higher value, and earn greater public trust.

In fulfilling our mission to hold state and local governments accountable for the use of public resources, we also hold ourselves accountable by continually improving our audit quality and operational efficiency and developing highly engaged and committed employees.

As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments as well as [fraud](#), state [whistleblower](#) and [citizen hotline](#) investigations.

The results of our work are widely distributed through a variety of reports, which are available on our [website](#) and through our free, electronic [subscription](#) service.

We take our role as partners in accountability seriously, and provide training and technical assistance to governments, and have an extensive quality assurance program.

Contact information for the State Auditor's Office

| | |
|----------------------------------|------------------------------------------------------------------------|
| Public Records requests | PublicRecords@sao.wa.gov |
| Main telephone | (360) 902-0370 |
| Toll-free Citizen Hotline | (866) 902-3900 |
| Website | www.sao.wa.gov |



Office of the Washington State Auditor

Pat McCarthy

Financial Statements Audit Report Renton Regional Fire Authority

For the period January 1, 2016 through December 31, 2017

Published (Inserted by OS)

Report No. (Inserted by OS)





Office of the Washington State Auditor

Pat McCarthy

Issue Date – (Issued by OS)

Governance Board
Renton Regional Fire Authority
Renton, Washington

Report on Financial Statements

Please find attached our report on Renton Regional Fire Authority's financial statements.

We are issuing this report in order to provide information on the Authority's financial condition.

Sincerely,

Signature Here (Please do not remove this line)

Pat McCarthy
State Auditor
Olympia, WA

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Financial Section.....**Error! Bookmark not defined.**

About the State Auditor's Office.....**Error! Bookmark not defined.**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

I-1

**Renton Regional Fire Authority
January 1, 2016 through December 31, 2017**

Governance Board
Renton Regional Fire Authority
Renton, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Renton Regional Fire Authority, as of and for the years ended December 31, 2017 and 2016, and the related notes to the financial statements, which collectively comprise the Authority's financial statements, and have issued our report thereon dated December 21, 2018.

We issued an unmodified opinion on the fair presentation of the Authority's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Authority using accounting practices prescribed by Washington State statutes and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audits of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of the Authority's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

Signature Here (Please do not remove this line)

Pat McCarthy
State Auditor
Olympia, WA

December 21, 2018

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

F-2

Renton Regional Fire Authority January 1, 2016 through December 31, 2017

Governance Board
Renton Regional Fire Authority
Renton, Washington

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Renton Regional Fire Authority, for the years ended December 31, 2017 and 2016, and the related notes to the financial statements, which collectively comprise the Authority's financial statements, as listed on page { }.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Washington State statutes and the *Budgeting, Accounting and Reporting System* (BARS) manual prescribed by the State Auditor described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control

relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinion on Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, Renton Regional Fire Authority has prepared these financial statements to meet the financial reporting requirements of Washington State statutes using accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note .

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations of Renton Regional Fire Authority, for the years ended December 31, 2017 and 2016, on the basis of accounting described in Note 1.

Basis for Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. The effects on the financial statements of the variances between GAAP and the accounting practices the Authority used, as described in Note 1, although not reasonably determinable, are presumed to be material. As a result, we are required to issue an adverse opinion on whether the financial statements are presented fairly, in all material respects, in accordance with GAAP.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of Renton Regional Fire Authority, as of December 31, 2017 and 2016, or the changes in financial position or cash flows for the years then ended, due to the significance of the matter discussed in the above "Basis for Adverse Opinion on U.S. GAAP" paragraph.

Other Matters

Supplementary and Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements taken as a whole. The Schedules of Liabilities are presented for purposes of additional analysis, as required by the prescribed BARS manual. These schedules are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated December 21, 2018 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Signature Here (Please do not remove this line)

Pat McCarthy

State Auditor

Olympia, WA

December 21, 2018

FINANCIAL SECTION

Renton Regional Fire Authority January 1, 2016 through December 31, 2017

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2016
Fund Resources and Uses Arising from Cash Transactions – 2017
Notes to Financial Statements – 2016
Notes to Financial Statements – 2017

SUPPLEMENTARY AND OTHER INFORMATION

Schedule of Liabilities – 2016
Schedule of Liabilities – 2017

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

We work with our audit clients and citizens to achieve our vision of government that works for citizens, by helping governments work better, cost less, deliver higher value, and earn greater public trust.

In fulfilling our mission to hold state and local governments accountable for the use of public resources, we also hold ourselves accountable by continually improving our audit quality and operational efficiency and developing highly engaged and committed employees.

As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments as well as [fraud](#), state [whistleblower](#) and [citizen hotline](#) investigations.

The results of our work are widely distributed through a variety of reports, which are available on our [website](#) and through our free, electronic [subscription](#) service.

We take our role as partners in accountability seriously, and provide training and technical assistance to governments, and have an extensive quality assurance program.

Contact information for the State Auditor's Office

| | |
|----------------------------------|------------------------------------------------------------------------|
| Public Records requests | PublicRecords@sao.wa.gov |
| Main telephone | (360) 902-0370 |
| Toll-free Citizen Hotline | (866) 902-3900 |
| Website | www.sao.wa.gov |



RENTON REGIONAL FIRE AUTHORITY

18002 108th Ave SE
Renton, WA 98055
T: 425-430-7000 F: 425-430-7044
WWW.RENTONRFA.ORG

December 21, 2018

To the Washington State Auditor's Office:

We are providing this letter in connection with your audit of the Renton Regional Fire Authority for the period from July 1, 2016 through December 31, 2017. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
 - d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
 - e. Related party relationships and transactions.
 - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.
3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.



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4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We have established adequate procedures and controls to safeguard public resources and ensure compliance with applicable laws and regulations.
7. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
8. We have no knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others.
9. In accordance with RCW 43.09.200, all material events and transactions have been properly recorded in the financial records.

Additional representations related to the financial statements:

10. We acknowledge our responsibility for fair presentation of the financial statements and believe financial statements are fairly presented in accordance with the *Budgeting, Accounting and Reporting Standards Manual* (BARS Manual), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.
11. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
12. The financial statements properly classify all funds and activities.
13. Revenues are appropriately classified by fund and account in accordance with the BARS Manual.
14. Expenses are appropriately classified by fund and account, and allocations have been made on a reasonable basis.
15. Ending cash and investments are properly classified as reserved and unreserved.
16. Significant assumptions we used in making accounting estimates are reasonable.
17. The following have been properly classified, reported and disclosed in the financial statements, as applicable:
 - a. Interfund, internal, and intra-entity activity and balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Joint ventures and other related organizations.



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- d. Guarantees under which the government is contingently liable.
 - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements and other loss contingencies.
18. We have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements. We have also accurately disclosed to you the nature and extent of our consultation with outside attorneys concerning litigation, claims and assessments.
19. We acknowledge our responsibility to include all necessary and applicable disclosures required by the BARS Manual, including:
- a. Description of the basis of accounting, summary of significant accounting policies and how this differs from Generally Accepted Accounting Principles (GAAP).
 - b. Disclosures similar to those required by GAAP to the extent they are applicable to items reported in the financial statements.
 - c. Any additional disclosures beyond those specifically required by the BARS Manual that may be necessary for the statements to be fairly presented.
20. We acknowledge our responsibility for reporting supplementary information such as: the Schedule of Liabilities and the Schedule of Expenditures of Federal Awards in accordance with applicable requirements and believe supplementary information is fairly presented, in both form and content in accordance with those requirements.
21. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
22. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to the financial statements taken as a whole.
23. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.

A handwritten signature in blue ink, appearing to read "Rick Marshall", is written over a horizontal line.

Rick Marshall, Fire Chief
Executive Officer

A handwritten signature in blue ink, appearing to read "Samantha Babich", is written over a horizontal line.

Samantha Babich, Director of Administration
Finance Officer



Governing Board Agenda Item

SUBJECT/TITLE: Service agreement for Paramedic Instruction

STAFF CONTACT: D/C Gunsolus

SUMMARY STATEMENT:

This is a two year contract to provide EMS instruction to all of our Firefighters/EMT. The contract includes competency based training and run review six times a year. The details of the training time and hours are in appendix A of the contract.

FISCAL IMPACT:

Expenditure \$49,200.00

Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

Contract Agreement for Paramedic Instruction

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt the contract for services between Paramedic Instructor Sylvia Feder and the RRFA and approve Chief Marshall to sign on behalf of the RRFA Board.



CONTRACT AGREEMENT FOR PARAMEDIC INSTRUCTION

THIS AGREEMENT is by and between Renton Regional Fire Authority (the "RRFA") and Sylvia Feder ("Consultant"), an individual. The RRFA and the Consultant are referred to collectively in this Agreement as the "Parties." Once fully executed by the Parties, this Agreement is retroactively effective as of the 1st day of January, 2019,

1. Scope of Services: Consultant agrees to provide RRFA employees with classroom education for the 2019 and 2020 calendar years as specified in Exhibit A, which is attached and incorporated herein. Additionally, Consultant will provide quality assurance of run reports by conducting monthly reviews for the calendar years 2019 and 2020 and providing the results of those reviews to the firefighter and all other staff on the incident report. The Scope of Services may hereinafter be referred to as the "Services."
2. Changes in Scope of Services: The RRFA, without invalidating this Agreement, may order changes to the Scope of Services consisting of additions, deletions or modifications, the Compensation being adjusted accordingly consistent with the rates set forth in Exhibit A or as otherwise mutually agreed by the Parties.
3. Time of Performance: Consultant shall commence performance of the Agreement pursuant to the schedule(s) set forth in Exhibit A. All Services shall be performed by no later than December 31, 2020.
4. Compensation:
 - A. Amount: Total compensation to Consultant for Services provided pursuant to this Agreement shall not exceed \$49,200, plus any applicable state and local sales taxes. Compensation shall be paid based upon Services actually performed according to the rate(s) or amounts specified in Exhibit A. The Consultant agrees that any hourly or flat rate charged by it for its Services shall remain locked at the negotiated rate(s) unless otherwise provided in Exhibit A. Except as specifically provided in this Agreement, the Consultant shall be solely responsible for the payment of any

taxes imposed by any jurisdiction or authority as a result of the performance and payment of this Agreement.

- B. Method of Payment: On a monthly or no less than quarterly basis, the Consultant shall submit a voucher or invoice in the form specified by the RRFA, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Consultant shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the RRFA only after the Services have been performed and within thirty (30) calendar days after receipt and approval by the appropriate RRFA representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Consultant will correct or modify the work to comply with the Agreement. The RRFA may withhold payment for such work until the work meets the Agreement requirements.
- C. Non-Appropriation of Funds: If sufficient funds are not appropriated or located for payment under this Agreement for any future fiscal period, the RRFA shall not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the RRFA in the event this provision applies.

5. Termination:

- A. The RRFA reserves the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days' notice to the Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the RRFA, if any are required as part of the Service.
- B. In the event this Agreement is terminated by the RRFA, the Consultant shall be entitled to payment for all hours worked to the effective date of termination, less all payments previously made. This provision shall not prevent the RRFA from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and such charges due to the RRFA shall be deducted from the final payment due the Consultant. No payment shall be made by the RRFA for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the RRFA.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days' written notice, or in the event outstanding invoices are not paid within thirty (30) days.
 - D. If the Consultant is unavailable to perform the Services, the RRFA may, at its option, cancel this Agreement immediately.
6. Warranties and Right to Work Product: Consultant represents and warrants that Consultant will perform all Services identified in this Agreement in a professional and workmanlike manner and in accordance with all reasonable and professional standards and laws. Consultant further represents and warrants that all final work product that is created for and delivered to the RRFA pursuant to this Agreement shall be the original work of the Consultant for which Consultant holds the title and intellectual property rights. Consultant grants to the RRFA a non-exclusive, perpetual right and license to use, reproduce, distribute, adapt, modify, and display all such final work product.
7. Record Maintenance: The Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Services provided in the performance of this Agreement. The Consultant agrees to provide access to and copies of any records related to this Agreement as required by the RRFA to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW).
8. Public Records Compliance: To the full extent the RRFA determines necessary to comply with the Washington State Public Records Act, Consultant shall make a due diligent search of all records in its possession, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the RRFA for production. In the event Consultant believes said records need to be protected from disclosure, it shall, at Consultant's own expense, seek judicial protection. Consultant shall indemnify, defend, and hold harmless the RRFA for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the RRFA in a timely manner. Consultant shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order.

9. Independent Contractor Relationship:

- A. The Consultant is retained by the RRFA only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the RRFA during the period of the Services shall be that of an independent contractor, not employee. The Consultant, not the RRFA, shall have the power to control and direct the details, manner or means of Services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of attendance or performance is mutually arranged due to publicized classes or activities. Consultant shall retain the right to designate the means of performing the Services covered by this agreement, and the Consultant shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the RRFA.
- B. The RRFA shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.
- C. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the RRFA and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the RRFA may sustain through the Consultant's failure to do so.

10. Hold Harmless: The Consultant agrees to release, indemnify, defend, and hold harmless the RRFA, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Consultant in performance of this Agreement, except for that portion of the claims caused by the RRFA's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the RRFA, its officers, officials, employees and volunteers, Consultant's liability shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Consultant's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Gifts and Conflicts: The RRFA's Code of Ethics and Washington State law prohibit RRFA employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the RRFA's Code of Ethics and state law, the Consultant shall not give a gift of any kind to RRFA employees or officials. Consultant also confirms that Consultant does not have a business interest or a close family relationship with any RRFA Executive team member or employee who was, is, or will be involved in selecting the Consultant, negotiating or administering this Agreement, or evaluating the Consultant's performance of the Services.
12. Insurance: Consultant shall secure and maintain:
 - A. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the Term of this Agreement.
 - B. In the event that Services delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of \$1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Services provided by a licensed professional or those Services that require a professional standard of care.
 - C. Worker's compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

- D. Commercial Automobile Liability for owned, leased, hired or non-owned, leased, hired or non-owned, with minimum limits of \$1,000,000 per occurrence combined single limit, if there will be any use of Consultant's vehicles on the RRFA's Premises by or on behalf of the RRFA, beyond normal commutes.
- E. Consultant shall name the RRFA as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The RRFA's insurance policies shall not be a source for payment of any Consultant liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the RRFA's recourse to any remedy available at law or in equity.
- F. Subject to the RRFA's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the RRFA before performing the Services.
- G. Consultant shall provide the RRFA with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
13. Delays: Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the RRFA agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.
14. Successors and Assigns: Neither the RRFA nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
15. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt, EXCEPT Fax delivery will be deemed to have commenced on the first business day following transmission.

Renton Regional Fire Authority
18002 108th Ave. S.E.
Renton, WA 98055
Phone: (425) 430-7000; FAX (425) 430-7044

Sylvia Feder, Consultant
20454 SE 264th Street
Covington, WA 98042
Phone: (425) 413-0662

16. Discrimination Prohibited: Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:
- A. Consultant, and Consultant's agents, employees, representatives, and volunteers with regard to the Services performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Services or any other benefits under this Agreement, or procurement of materials or supplies.
 - B. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.
 - C. If the Consultant fails to comply with any of this Agreement's non-discrimination provisions, the RRFA shall have the right, at its option, to cancel the Agreement in whole or in part.
 - D. The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws and worker's compensation.
17. Independent Consultant: Consultant's employees, while engaged in the performance of any of Consultant's Services under this Agreement, shall be considered employees of the Consultant and not employees, agents, representatives of the RRFA and as a result, shall not be entitled to any coverage or benefits from the RRFA. The Consultant's relation to the RRFA shall be at all times as an independent consultant. Any and all Workman's Compensation Act claims on behalf of Consultant employees, and any and all claims made by a third-party as a consequence of any negligent act or omission on the part of Consultant's employees, while engaged in Services provided to be

rendered under this Agreement, shall be solely the Consultant's obligation and responsibility.

18. Record Keeping and Reporting: Consultant shall maintain accounts and records which properly reflect all direct and indirect costs expended and Services provided in the performance of this Agreement. Consultant agrees to provide access to any records required by the RRFA.

19. Miscellaneous: The parties hereby acknowledge:

- A. The RRFA is not responsible to train or provide training for Consultant.
- B. Consultant will not be reimbursed for job related expenses.
- C. Consultant shall furnish all tools and/or materials necessary to perform his / her Services.
- D. Except as otherwise provided in the Services, Consultant shall not be required to provide tools and/or materials for the participants/students in classes provided as Services.
- E. In the event special training, licensing, or certification is required for Consultant to provide Services, he/she will acquire or maintain such at his / her own expense and, if Consultant employs, sub-contracts, or otherwise assigns the responsibility to perform the Services, said employee/sub-contractor/assignee will acquire and/or maintain such training, licensing, or certification.
- F. This is a non-exclusive agreement and Consultant is free to provide his/her Services to other entities, so long as there is no interruption or interference with the provision of Services called for in this Agreement.
- G. Consultant is responsible for his/her own insurance, including, but not limited to health insurance.
- H. Consultant is responsible for his/her own Worker's Compensation coverage as well as that for any persons employed by the Consultant.

20. Other Provisions:

- A. **Approval Authority:** Each individual executing this Agreement on behalf of the RRFA and Consultant represents and warrants that such individuals are duly

authorized to execute and deliver this Agreement on behalf of the RRFA or Consultant.

- B. **General Administration and Management:** The RRFA's contract manager is the Deputy Chief of Response Operations. In providing Services, Consultant shall coordinate with the contract manager or his/her designee.
- C. **Amendment and Modification:** This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- D. **Conflicts:** In the event of any inconsistencies between Consultant proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a Consultant prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.
- E. **Governing Law:** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the policies of the RRFA. Consultant and all of the Consultant's employees shall perform the Services in accordance with all applicable federal, state, county and city laws, codes and ordinances.
- F. **Joint Drafting Effort:** This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.
- G. **Jurisdiction and Venue:** 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.
- H. **Severability:** A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.

- I. **Sole and Entire Agreement:** This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.
- J. **Time is of the Essence:** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement.
- K. **Third-Party Beneficiaries:** 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.
- L. **Assigns and Successors:** The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.
- M. **Waivers:** All waivers shall be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the RRFA or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
- N. **Counterparts:** The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.

RENTON REGIONAL FIRE AUTHORITY

CONSULTANT

Rick Marshall, Fire Chief

Sylvia Feder

Date

Date

Attorney attest as to legal form

Exhibit A

2019/2020 Paramedic Instructor Contract for Sylvia Feder

2019 and 2020 CBT Class Schedule:

Sylvia will teach classes five hours per day (class times below) to four shifts at Station 14. Classes will be held six times throughout the year.

Class 1: 0930 to 1110

Class 2: 1130 to 1310

Class 3: 1330 to 1510

6 months of teaching (includes BBP) X 5 hours per day X 4 days (shifts) = 120 hours

TOTAL 120 hours

CLASSROOM INSTRUCTION

As above, 120 hours at \$105 / hour = \$12,600.00

RUN REVIEWS

12 months, \$1,000 / month = \$12,000.00

TOTAL PER YEAR: \$24,600.00

TOTAL TWO-YEAR CONTRACT: \$49,200.00



Governing Board Agenda Item

SUBJECT/TITLE: Benefit Charge Hearing Process Dates

STAFF CONTACT: Chief Marshall

SUMMARY STATEMENT:

Fire Authorities are required by state law to hold an petition hearing for property owners who feel that their Benefit Charge has been inaccurately calculated. The hearing process must take place over a two week period.

FISCAL IMPACT:

Expenditure N/A

Revenue N/A

Currently in the Budget

Yes

☐

No

☒

SUMMARY OF ACTION:

After consulting with Puget Sound Regional Fire Authority and legal counsel and after conferring with the Governing Board, staff is recommending the following dates and times for the Benefit Charge petition process:

Deadline for Petitions: February 6, 2019 at 4:30 PM

Petition Hearing Begins: February 25, 2019 at 10:00 a.m.

Petition Hearing: February 27, 2019 at 5:00 p.m.

Final Ruling: March 11, 2019 at 10:00 a.m.

Reviewed by Legal

Yes

☐

No

☐

EXHIBITS:

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt the 2019 RRFA Petitions Schedule as presented.



Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2019-1 Canceling the May 27, November 11 and December 23 RFA Board Meetings

STAFF CONTACT: Rick Marshall

SUMMARY STATEMENT:

The Governing Board is currently scheduled to hold Board meetings on May 27, 2019, November 11, 2019 and December 23, 2019. Staff recommends canceling these meetings due to the holidays.

FISCAL IMPACT:

Expenditure _____ Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

Reviewed by Legal Yes ☐ No ☐

EXHIBITS:

Resolution 2019-1

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt Resolution No. 2019-1 canceling the May 27, 2019, November 11, 2019 and December 23, 2019 RFA Governing Board Regular meetings.

RENTON REGIONAL FIRE AUTHORITY

RESOLUTION NO. 2019-1

ESTABLISHING REGULAR MEETING SCHEDULE
(RCW 42.30.070)

WHEREAS, RCW 42.30.070 and Section 3.3 of the Renton Regional Fire Authority Governing Board Bylaws requires the Governing Board to establish its regular meeting schedule by Resolution.

WHEREAS, The Governing Board intends to cancel its May 27, 2019, November 11, 2019, and December 23, 2019 regularly scheduled meetings.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Governing Board of Renton Regional Fire Authority hereby adopts the following change to the schedule for the regular monthly meetings of the Renton Regional Fire Authority Governing Board:

May 27, 2019
November 11, 2019
December 23, 2019

Adoption: ADOPTED by the Governing Board of Renton Regional Fire Authority, at a regular meeting of such Board on the 14th day of January 2019; the following Board Members being present and voting:

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member