

**INTERLOCAL AGREEMENT FOR COOPERATION
BETWEEN THE CITY OF RENTON AND RENTON REGIONAL FIRE AUTHORITY**

I. PARTIES

The parties to this interlocal agreement for cooperation resulting from the formation of the Renton Regional Fire Authority ("Agreement") are the City of Renton (hereinafter the "City"), a Washington municipal corporation, and the Renton Regional Fire Authority (hereinafter the "RRFA" or "RFA"), a Washington municipal corporation formed in accordance with Chapter 52.26 of the Revised Code of Washington ("RCW").

II. AUTHORITY

The City and the RRFA are public agencies as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities.

III. PURPOSE

The City has maintained a full service fire department for decades. On April 26, 2016, voters within the jurisdictions of the City and King County Fire Protection District No. 25 ("District") voted to create the RRFA in order to provide fire protection, emergency medical and life safety services, and approved the Renton Regional Fire Authority Plan ("RFA Plan") which sets forth the manner in which the services will be provided by the RRFA. The RRFA came into existence and became effective on July 1, 2016. The RRFA consolidated the City Fire Department and the District into one independent municipal corporation, with taxing authority, designed to provide fire protection, emergency medical and life safety services within the geographical boundaries of the City and the District.

It is the parties' desire that the City continues to perform certain internal support services for a limited period of time for the RRFA such as the provisioning of payroll, accounting, human resources, civil service, fleet operation and management, information technology, and facilities maintenance as outlined in the RFA Plan and more specifically described in the attached exhibits. It is the parties' further desire that the RRFA provide certain services to the City such as fire prevention, fire investigation and emergency management support as outlined in the RFA Plan and more specifically described in the attached exhibits.

This Agreement establishes the framework for transferring responsibilities from the City to the RRFA and, the ongoing coordination between the City and the RRFA pursuant to the RFA Plan. This Agreement also sets forth the manner in which the services described above will be provided by both the City and the RRFA.

IV. ADMINISTRATIVE COMMITTEE TO ADMINISTER AGREEMENT

To carry out the purposes of this Agreement, a two (2)-person committee is hereby created to administer this Agreement ("Committee"). The Committee shall consist of the Chief Administrative Officer "CAO" of the City of Renton and the Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the RRFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may develop policies and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. The Committee may amend procedural and administrative aspects of the exhibits to this Agreement without approval by the parties' governing bodies, but only to the extent such amendments are consistent with the RFA Plan and do not increase the cost of either party to administer this Agreement or decrease the revenues received by either party. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Subsection XIX(B) of this Agreement.

V. EXHIBITS INCORPORATED

Attached to this Agreement are a number of exhibits that detail the work to be performed by the RRFA in coordination with the City, and the work to be performed by the City for the benefit of the RRFA. There are also exhibits attached to this Agreement that designate the manner of transferring documents and handling other matters related to the transfer of fire services from the City to the RRFA. The attached Exhibits 1 through 7 (the "Exhibits") are adopted and incorporated into this Agreement by this reference.

VI. RRFA RESPONSIBLE FOR COMPLIANCE WITH LAWS AND REGULATIONS

It is recognized that with the passage of the RFA Plan by the voters of the City and the District, a new municipal corporation was created as of July 1, 2016, with a purpose separate from that of the City, and with officers, employees, and elected and appointed officials separate from those of the City. It is recognized that as of July 1, 2016, the RRFA is a stand-alone and independent legal entity completely separate in all purposes from that of the City and King County Fire Protection District No. 25. Except as otherwise provided for in this Agreement, the RRFA shall be solely legally responsible for all conduct and services provided by the RRFA.

VII. DESIGNATION OF FIRE CHIEF, FIRE MARSHAL, AND FIRE CODE OFFICIAL

For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services formerly provided by the City of Renton Fire Department, the Chief Officer of the RRFA (hereinafter "Fire Chief") shall be considered the City's Fire Chief, and City shall designate the Fire Marshal assigned to the Community Risk Reduction Section shall be considered the City's Fire Marshal and Fire Code Official.

VIII. SERVICES PERFORMED BY THE RRFA FOR THE CITY

- A. Services to be Provided. The RRFA will perform Community Risk Reduction Services within the City boundaries as set forth and described in Exhibit 1 of this Agreement.
- B. Community and Special Events. The RRFA will cooperate with the City and will, to the extent resources allows, participate in and provide resources for the City's Fourth of July events, Renton River Days, and other mutually agreed community and special events that may include, but are not limited to, community picnics, farmers markets, holiday parades and other similar events.

IX. SERVICES PERFORMED BY THE CITY FOR THE RRFA

The City agrees to perform the following services for the RRFA, as prescribed in more detail in the following Exhibits to this Agreement:

Exhibit No./Title of Exhibit:

- 2. Information Technology Services;
- 3. Facilities/Landscaping Maintenance Services;
- 4. Fleet Management Services; and
- 5. HR and Financial Support Services.

X. EMPLOYEES

- A. Employees of the RRFA Are Not Employees of the City. All RRFA employees who provide any services called for in this Agreement shall be employees of the RRFA, and not employees of the City. The RRFA shall, at all times, be solely responsible for the compensation, management and conduct of RRFA employees that are performing the services called for in this Agreement.
- B. Employees of the City Are Not Employees of the RRFA. All City employees who provide any services called for in this Agreement shall be employees of the City and not employees of the RRFA. The City shall, at all times, be solely responsible for the compensation, management and conduct of City employees that are performing the services called for in this Agreement.

XI. RECORDS TRANSFER AND REQUESTS FOR RECORDS

The City and the RRFA anticipate the transfer of certain records as provided in Exhibit 6 from City custody to RRFA custody. Except as provided elsewhere in this Agreement, Exhibit 6 shall govern the retention and disclosure of any records of one party held by the other.

XII. ASSET TRANSFER

- A. Real Property. The real property associated with City fire services will be transferred or leased to the RRFA in accordance with Section 6 of the RFA Plan. RRFA is responsible for the full operation, maintenance, upkeep, and capital

improvement to the leased facilities during the lease term as more particularly set forth in the lease agreements.

- B. Vehicles, Equipment and Other Personal Property. All vehicles, equipment, and other personal property listed in Appendix E of the RFA Plan will be transferred in accordance with Section 6 of the RFA Plan. In the event any Exhibit provides for specific personal properties to be transferred, or not, such Exhibit shall control.

Upon transfer of vehicles, equipment, and property that must by law be registered, the RRFA shall take all necessary steps to transfer title to the RRFA and register the vehicles, equipment and property in the name of the RRFA within the time requirements of state law. All vehicles, equipment, and property are being transferred "as-is, where is, without warranties, express or implied," and the RRFA shall defend, indemnify, and hold the City harmless from any and all injuries or damages to persons or property that may be occasioned in any manner whatsoever by the vehicles and equipment, whether those damages or injuries are suffered by agents, employees, officials, or assigns of the RRFA or by third parties.

- C. City of Renton Accounts and Funds. The City Funds and Accounts identified in Section 6 of the RFA Plan will be transferred on the RRFA effective date.
- D. Other Assets. It is anticipated that some assets relating to the provision of fire services may not have transferred pursuant to the RFA Plan. Any assets not contained within the RFA Plan shall be transferred only by a separately negotiated written agreement between the City and the RRFA.
- E. Office Space. Through December 31, 2018, at no charge to the RRFA, the City will provide the RRFA with the same or equivalent office space that was previously used by the Fire & Emergency Services Department in the Renton City Hall. Prior to the expiration of such period, the parties agree to collaborate in the public interest to address their common interests and future needs for office space. The parties should consider the benefits of co-locating interdependent and complimentary services.

XIII. WAIVER OF FIRE BENEFIT AND SERVICE CHARGES

As partial consideration for the assets transferred, leased properties, services, and other consideration provided by the City pursuant to this Agreement, all personal property and improvements to real property owned by the City shall be permanently exempt from any fire benefit charge or service charge that could otherwise be imposed by the RRFA pursuant to the RFA Plan, Chapter 52.26 RCW, or RCW 52.30.020, as they may be amended or recodified in the future.

XIV. SERVICE AND IMPACT FEE AND PAYMENT

- A. Fire Impact Fees Paid to RRFA. The City shall continue to charge the Fire Impact Fees listed in Subsection XII (6)(d) of the 2015-2016 City of Renton Fee Schedule. The RRFA agrees to initially adopt the applicable portions of the City's Capital Facilities Plan and take any other necessary steps to support continued collection of such fees. Beginning in 2017, by no later than September 1 of each year, the RRFA may submit to the City proposed updates to the Fire Impact Fees, together with an updated Fire Capital Facilities Plan. Updates to the Fire Impact Fees are subject to City Council approval, which will not be unreasonably withheld. The parties agree to enter into a separate ILA that is consistent with the existing City of Renton and Renton School District Impact Fee ILA for more specific responsibilities and requirements regarding Impact Fees. Pursuant to the RFA Plan, the City will retain collected Fire Impact Fees necessary to cover the debt service requirement for a promissory note between Fire District 40 and the City for the transfer of Fire Station 13 (the "Debt"). Fire Impact Fees collected in excess of such debt service shall be remitted to the RRFA and spent in accordance with all applicable laws. To the degree Fire Impact Fees are collected by the City through its billing, permit or license systems, the City will remit to the RRFA in a timely manner all funds collected in excess of the Debt. Subject to the terms of any subsequent Fire Impact Fee ILA entered into by the City and the RRFA, the RRFA accepts full responsibility for ensuring the remitted Fire Impact Fees are lawfully charged and agrees to indemnify, defend and hold the City harmless from all claims or actions arising out of the collection and remittance of Fire Impact Fees pursuant to this subsection.
- B. Time for Payment. Fees for the services provided by the City to the RRFA are set forth in Exhibits 2 through 5 of this Agreement. Payment shall be calculated either on a pre-established, per-year cost of service basis, on an hourly basis, or, in the case of units provided, on a cost per-unit basis. Unless as otherwise provided in Exhibits 2 through 5, payments shall be made as follows:
1. Payments Dependent on Pre-Established Per-Year Cost. In the case of any costs of services that are established on a per-year basis, such costs shall be divided into twelve (12) equal payments paid on the 15th day of each month; provided, for the remainder of the year 2016, such costs shall be divided into six (6) equal payments, payable on the 15th day of each month.
 2. Payments Dependent on Time and/or Material. In the case of payments which are based upon the number of hours worked and/or units of material used, the party providing the service shall, by the last day of each month, submit an invoice for the time and materials incurred in the previous month. For example, an invoice submitted by August 31st would cover the time and material incurred during the month of July. Payment of the invoiced amount

shall be due no later than thirty (30) calendar days from the date of the invoice.

- C. Failure to Submit Invoice. The failure of one party to submit an invoice for services to the other party within the timeframes provided in this Agreement shall not result in a waiver of the requirement of the other party to pay for those services.
- D. Disputed Amounts. In the event that there is a dispute regarding the amount of money owed by a party, any undisputed amounts shall remain due and payable in accordance with the payment dates and terms established in Subsection XIV(C) above. As to any remaining disputed amount, the Committee shall make every effort to resolve that dispute. In the event that the Committee is unable to resolve the dispute, the only means of resolving that dispute will be by the dispute resolution process provided in Subsection XX(B).
- E. Reconciliation of Amount Due After Termination. Within ninety (90) calendar days of the effective date of this Agreement's termination, the parties shall submit to each other a final invoice consistent with the methods of invoicing required above. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement. Any disputed amounts will be resolved in accordance with the procedures in Subsection XIV(D) above.

XV. DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2016. Should this Agreement be ratified by the governing bodies of the City and the RRFA after July 1, 2016, this Agreement shall be effective retroactively as of July 1, 2016, and all acts consistent with this Agreement shall be deemed ratified by the City and the RRFA. This Agreement shall remain in full force and effect until terminated as provided for in Section XVI.

XVI. TERMINATION

- A. Restriction on Termination. Except as specifically provided in this Agreement or the Exhibits or mutually agreed to by the parties, this Agreement shall not be terminated. Services identified in Exhibits 2 through 5 may be terminated at the end of the agreed term, by mutual agreement, or by notice pursuant to Subsection B of this Section.
- B. Termination of Exhibits 2-5 by Notice. The services identified in Exhibits 2 through 5 of this Agreement may be terminated by either party upon providing the other party with three hundred and sixty-five (365) days' advance written notice of termination. A termination pursuant to this subsection will terminate all services provided by one or more of Exhibits 2-5, as specified in the notice of

termination. Partial termination of services within an exhibit may only be accomplished by mutual agreement and negotiated payment terms.

- C. Termination of Exhibits 1, 6 or 7. Except as provided herein, Exhibits 1, 6, and 7 are intended to continue indefinitely. The parties may mutually agree to amend or terminate Exhibits 1, 6, and/or 7 at any time. Without mutual agreement, Exhibits 1, 6 or 7 shall not be terminated prior to December 31, 2021. If either party desires to amend or terminate Exhibit 1, 6, or 7 and the other party does not agree, the parties shall engage in the following process: Any party desiring to modify or terminate Exhibits 1, 6 or 7 shall provide notice to the Committee of the proposed modifications or reason for termination. The Committee shall attempt to negotiate a resolution. If the Committee cannot reach a negotiated resolution, either party may initiate mediation proceedings to be facilitated by a neutral mediator agreed to by the parties. In the absence of an agreed mediator, a mediator shall be appointed pursuant to mediation procedures adopted by the American Arbitration Association. The parties will each pay their own costs of mediation and half the amount charged by the mediator. If a negotiated resolution is not reached within thirty (30) days of the first mediation session, either party may provide written notice of its intent to terminate continued application of the Exhibit(s) in dispute. Such notice shall be delivered to the other party no less than three hundred and sixty-five (365) days prior to the effective date of the termination. No unilateral termination of Exhibits 1, 6, or 7 may be effective prior to December 31, 2021, and the RRFA may not unilaterally terminate Exhibit 1 prior to amending the RFA Plan to account for such change. All other disputes that cannot be resolved by negotiated agreement shall be handled in accordance with Subsection XIX(B) of this Agreement.
- D. Renegotiation of Exhibit 1. In the event the RRFA fails to obtain voter approval of the continuation of the fire benefit charge, the parties agree to collaborate in the public interest to renegotiate the funding and level of service terms of Exhibit 1.
- E. Termination for Breach. Either party may terminate Exhibits 1 through 7 of this Agreement with thirty (30) days' advance written notice upon the failure of the other party to make timely payments or provide services as required by this Agreement. Failure to make timely payments or to provide the services required in this Agreement shall constitute a breach. In the event of a breach, the non-breaching party shall provide a written notice describing the breach to the breaching party, and the breaching party will have thirty (30) calendar days to cure the breach, unless that time period is extended by mutual agreement of the parties. If the breaching party fails to cure the breach in the allotted time, the non-breaching party may immediately terminate this Agreement.

F. City Reacquisition of Fire Protection Authority. Unless the parties otherwise agree, in the event the City reacquires authority over fire protection services within the City pursuant to RCW 52.26.110, as that section may be amended or recodified, or the RRFA is otherwise dissolved, all assets of the RRFA that serve the City shall be transferred at no cost to the City and all assets that serve King County Fire Protection District No. 25 shall either be transferred at no cost to District 25 or the City shall contract to provide services to King County Fire Protection District No. 25. This subsection shall survive termination of this Agreement.

XVII. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of its breach of this Agreement or any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.

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

XVIII. LIABILITY INSURANCE.

Effective no later than July 1, 2016, each party shall carry and maintain insurance coverage as described below. Coverages shall be written with an insurance carrier admitted in the State of Washington.

General, Automobile, and Director & Officer Liability Insurance: Coverage for damages caused resulting in personal injury, property damage or advertising liability shall be provided. Coverage shall be in an amount not less than five million dollars (\$5,000,000) per Occurrence.

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

XIX. MISCELLANEOUS

A. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within thirty (30) days of a party notifying the other party in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, no sooner than thirty (30) calendar days after the Dispute Notice, any party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned arbitrator, and the laws of Washington will govern its proceedings. Each participating party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
3. Following the arbitrator's issuance of a ruling/award, either party shall have thirty (30) calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.


4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
- C. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- D. 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 each party and subject to ratification by the legislative body of each party.
- E. Compliance with Laws. Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- F. Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, 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. All of the Exhibits are hereby made part of this Agreement.
- G. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- H. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- I. 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 upon personal service or 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.

- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
- K. Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.
- L. Property Ownership. Except as specifically addressed in the Agreement or the Exhibits:
1. This Agreement does not provide for jointly owned property;
 2. All property presently owned or hereafter acquired by the RRFA to enable it to perform the services required under this agreement, shall remain the property of the RRFA in the event of the termination of this agreement except as provided in Subsection XVI(F); and
 3. All property presently owned or hereafter acquired by the City to enable it to perform the services required under this Agreement, shall remain the property of the City in the event of the termination of this Agreement.
- M. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

[The remainder of this page is blank; signatures follow below.]

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

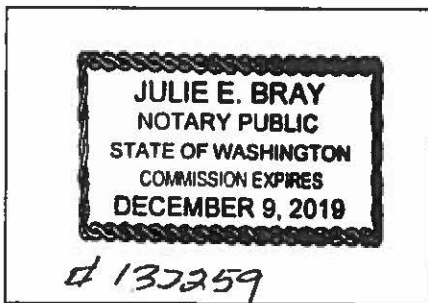
RENTON REGIONAL FIRE AUTHORITY:

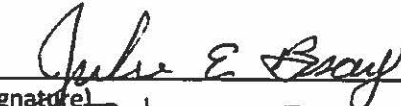

By: Mark Peterson
Its: Fire Chief
Dated: July 1, 2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1st day of July, 2016, before me personally appeared Mark Peterson, to me known to be the Fire Chief of RENTON REGIONAL FIRE AUTHORITY, a Washington municipal corporation, that executed and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

DATED 7-1-16, 2016.




(Signature) Julie E Bray
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Renton
My appointment expires: 12-9-19

APPROVED AS TO FORM:


Attorney for RRFA

NOTICES TO BE SENT TO RRFA:

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

CITY OF RENTON:

Denis Law

By: Denis Law

Its: Mayor

Dated: 7/5/16

ATTEST:

Jason A. Seth
Jason A. Seth, City Clerk



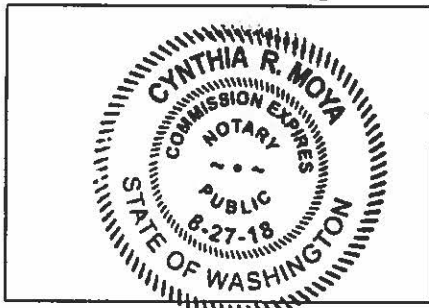
STATE OF WASHINGTON

)
) ss.
)

COUNTY OF KING

On this 5th day of July, 2016, before me personally appeared Denis Law to me known to be the Mayor of CITY OF RENTON, a Washington municipal corporation, that executed and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

DATED July 5, 2016.



Cynthia R. Moysa
(Signature)
Cynthia R. Moysa
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Kenmore Way
My appointment expires: 8/27/18

APPROVED AS TO FORM:

Larry Warren
Larry Warren, City Attorney

NOTICES TO BE SENT TO CITY:

Chief Administrative Officer
City of Renton
1055 South Grady Way
Renton, WA 98057

EXHIBIT 1

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

COMMUNITY RISK REDUCTION SERVICES

1. Community Risk Reduction Services. Prior to the establishment of the RRFA, the City's Fire and Emergency Services Department provided Community Risk Reduction Services through its Community Risk Reduction Section. Community Risk Reduction Services include, but are not limited to, administration and enforcement of applicable fire code and prevention regulations ("Code or Codes"), including RMC 4-5-070 as that section may be amended or recodified by the City. The RRFA will continue to provide these Community Risk Reduction Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. As further described within this Exhibit 1,¹ Community Risk Reduction Services are comprised of Community Risk Reduction Administration Services, Fire Prevention Code Enforcement Services, Fire Prevention Development Services, and Fire Investigation Services (collectively, the "Services").
2. Fire Service Fees Paid to RRFA. The City shall continue to charge the Fire Department Community Risk Reduction Fees listed in Subsection XII(4) of the 2015-2016 City of Renton Fee Schedule. By no later than September 1 of each year, the RRFA may submit to the City proposed updates to the fee schedule. Updates to the fee schedule are subject to City Council approval, which will not be unreasonably withheld. In the event the City Council does not approve the fee schedule proposed by the RRFA, the RRFA may, using the process identified in Section XVI(C) of the Agreement, request discussion of the financial impacts to the RRFA of not having its proposed fee schedule approved. All Fire Department Community Risk Reduction fees, as such fees may be renamed, shall be paid to the RRFA as compensation for the RRFA providing the City the services described in Exhibit 1. To the degree these fees and any associated late fees are collected by the City through its billing, permit or license systems, the City will remit the funds collected to RRFA in a timely manner. The parties agree these fees, along with any other consideration provided by this Agreement, constitute full, fair, and complete compensation for the RRFA's performance of the Services described in Exhibit 1.
3. Community Risk Reduction Administration Services. The RRFA shall provide the following Community Risk Reduction Administration Services:

¹ The description of Community Risk Reduction Services in this Exhibit 1 is intended to provide an overview of the Services that were previously provided by the City's Fire and Emergency Services Department. With the exception of emergency management services, the Services should be construed broadly so that the RRFA will continue seamlessly providing all services previously provided by the City's Fire and Emergency Services Department.

- a. Direct the management and supervision of personnel performing the Services.
- b. Administer community risk reduction programs and activities to include Code inspections, plan review for Code compliance, Code enforcement, addressing, fire investigations, and public education.
- c. Interpret Codes as necessary to perform the Services. In the event of ambiguity or conflict in the Code, the RRFA will consult with the City.
- d. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is required by the Code.
- e. Coordinate the collection of fees with the City.
- f. Maintain records in accordance with state approved retention schedules, route development applications and plans, and fulfill public record requests consistent with Exhibit 6.
- g. Coordinate with the City to process development plans and Code related permit application packages in a timely manner consistent with City established customer service goals and applicable laws.
- h. Coordinate with the City to issue Code related permits in a timely manner consistent with City established customer service goals and applicable laws.
- i. Process Code complaints or inquiries from the public to include data entry, file creation, and routing of information.
- j. Schedule and conduct Code inspections for developers or contractors.
- k. Recommend and prepare updates to the Code for consideration by the City, including but not limited to state mandated updates to the International Fire Code.
- l. Review and sign voluntary correction agreements.
- m. Participate on the City's Environmental Review Committee (ERC). The RRFA shall be represented by its Fire Chief or designee.
- n. Perform all other administrative tasks necessary to support Community Risk Reduction Services for the City, including all administrative tasks designated by the Code as the responsibility of the Fire Chief, Fire Marshall, and/or Fire Code Official.
- o. Participate in the City's Special Events Committee.

4. Fire Prevention Code Enforcement Services. The RRFA shall provide the following Fire Prevention Code Enforcement Services in Renton city boundaries:
- a. Perform all inspections required or authorized by the Code, including the inspection of new or relocated businesses for Code compliance and permit issuance.
 - b. Investigate and resolve Code violation complaints or inquiries.
 - c. Perform all Code enforcement duties of the Fire Marshall, Fire Code Official, and/or Fire Chief as provided in the Code. Provided, however, the City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any Code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The RRFA staff who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist Renton with enforcing the IFC at the sole cost of the RRFA. If the parties mutually agree, the City may provide employees of the RRFA with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the RRFA, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Interlocal Agreement and the RFA Plan. Any duty the RRFA does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the RRFA.
 - d. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
 - e. Perform special inspections required by outside agencies such as Department of Defense, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
 - f. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
 - g. Approve and review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.

- h. Attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.
 - i. Perform all other tasks related to providing the above Fire Prevention Code Enforcement Services.
- 5. Fire Prevention Development Services. The RRFA shall provide the following Fire Prevention Development Services in Renton city boundaries:
 - a. Manage the Knox/Supra lock box program.
 - b. Coordinate with the City to provide timely development review program services, including answering project inquiries, attending meetings, reviewing plans for Code compliance, and approving plans when in compliance with the Code.
 - c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, coordination with the Building Services Division for the issuance of Certificates of Occupancy.
 - d. Assist and advise the City in its economic development activities to include research of properties, systems and code requirements for potential projects and existing buildings.
 - e. Approve hydrant placement on public and private projects.
 - f. Provide false alarm reduction program activities, which should include follow up with owners of faulty alarm systems, coordination with property owner/agent in its efforts to troubleshoot and repair faulty alarm systems, and quality assurance of incident reports from false alarms.
 - g. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation, and drafting of voluntary correction agreements and field inspections.
 - h. Perform all other tasks related to providing the above Fire Prevention Development Services and any related tasks arising from application of the Code.
- 6. Timeline of Work Provided. All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work.

7. Level of Service. The consideration provided for the services identified in this Agreement are intended to maintain existing levels of service. The existing levels of service include initial development review completed according the schedules generally described as follows:

a. Land Use:

- Green Folder 1st Review completed within two (2) weeks
- Pre-Application 1st Review completed within two (2) weeks
- SEPA 1st Review completed within two (2) weeks

b. Construction Permits*:

- Single Family 1st Review within two (2) weeks
- Commercial TI 1st Review within two (2) weeks
- Commercial 1st Review within four (4) weeks

**It is recognized by both parties that there are exceptions that arise that impact turnaround times that shall be taken into consideration in determining compliance with this section of the agreement.*

8. In the event the City, for any reason, determines that it is in the interest of the City to increase the defined Level of Service, the City shall be responsible for the additional costs incurred by the RRFA to provide additional staffing to meet the increased Level of Service. Any modification to the Level of Service shall be preceded by an agreement relating to the modifications and the funding requirements. In event substantial volume increases affect the ability of the RRFA to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in funding or services levels on mutually agreeable terms.
9. Fire Marshal/Fire Code Official Reports to City's CAO or Community and Economic Development (CED) Administrator. The City's Fire Marshal/Fire Code Official shall provide reports to the CAO or the City's CED Administrator as requested. While the Fire Chief shall have the authority to direct the work of the RRFA employees, the City's CED Administrator or designee shall be kept informed of the development review work performed by the RRFA employees, and shall have authority to provide input to the Fire Chief in setting the desired outcomes of the Fire Prevention staff.
10. Equipment to Perform Services. Equipment for staff that performs Community Risk Reduction Services shall be provided by the RRFA and/or leased by the RRFA from the City. For the purposes of performing the Services and subject to licensing terms and security requirements, the parties agree to cooperate and share access to electronic

permitting systems and other electronic systems necessary to coordinate services. Initially, the parties anticipate sharing access to the enerGov Permit System, Zoll, and the RRFA's Fire Record Management System.

11. Office Space to Perform Services. As partial consideration for the services provided, the City will, if requested by the RRFA, provide the RRFA with adequate office space to house the RRFA staff necessary to provide the services identified in this Exhibit.
12. Transmission of Fees and Charges. The City shall establish a standard procedure for the transmission of all fees it collects pursuant to Section XIV of the Agreement and remit the money to the RRFA on a timely basis that is no less frequent than monthly. When remitting payment to the RRFA, the City may deduct any costs it incurred to collect the fees, including but not limited to court costs, attorneys' fees, and payments to debt collection companies.
13. Accounting of Fees and Charges. When the City transmits money to the RRFA pursuant to Section 10 of this Exhibit, the City shall provide the RRFA with supporting documents that describe the Services for which the money was collected. Parties recognize these fees are administered through the permit system that both parties have access and responsibility to ensure the accuracy and integrity of the data. The RRFA has a right to request an audit of the system no more frequently than once per year. The cost of an audit requested by the RRFA shall be paid by the RRFA unless otherwise agreed by the parties.
14. Collection of Fees. The parties will cooperate to collect outstanding unpaid fees and charges for the Services. The City is not required to pay the RRFA for uncollected or unpaid fees.
15. Fire Investigation Services. The RRFA shall perform Fire Investigation Services within the City limits that include but are not limited to:
 - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.
 - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more.
 - c. Coordinate arson investigation activities with the Renton Police Department as necessary.
 - d. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
 - e. Participate in regional and state fire investigative organizations and activities.

- f. Perform all other tasks related to Fire Investigation Services.
16. Evidence Retention. All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.
17. Cooperation in Criminal Investigations. The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.
18. Records. All records relating to the provisioning of the services called for in Exhibit 1 shall be maintained as follows:
- a. Fire Plans Review Records shall be maintained in a permit system prescribed by the City, that shall be accessible by the assigned RRFA personnel.
 - b. Fire Inspection Records shall be maintained in a records management system prescribed by the RRFA. Records shall be made available within a reasonable timeframe to the City upon request.
 - c. Other records, not specifically listed herein, shall be retained in a method that is mutually agreed upon between the City and the RRFA. Records shall be made available within a reasonable timeframe to the City upon request.
 - d. Record retention shall be in accordance with state records retention requirements. Custody and disclosure of the records shall be managed in accordance with Exhibit 6.
19. Employee Performance Feedback. The City of Renton shall provide regular feedback to the Fire Chief pertaining to the performance of RRFA employees performing services called for in Exhibit 1.
20. New Employees – Hiring or Assignment. The City's CAO shall have input into the appointment or assignment of any person to a position that performs services pursuant to Exhibit 1, which could include one (1) or more Renton employees serving on an interview panel for the hiring and/or assignment of that position.

EXHIBIT 2

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

INFORMATION TECHNOLOGY SERVICES

1. **Purpose.** This Exhibit details the agreement between the City and the RRFA for the City's provision of Information Technology Services ("IT Services") to the RRFA by the City of Renton's Information Technology Department ("IT"). This Exhibit describes the scope of work and responsibility for all parties as it relates to the ownership, operation, maintenance, and repair of the data, telecommunications, networking infrastructure, and associated systems and applications installed for the operation of the RRFA.
2. **Maintenance of Supported Systems.** IT has installed and will maintain the telecommunications, cable plant, voice and data networks, computers, multi-function devices, servers, applications, GIS data layers and associated services identified in Table 1, Supported Systems ("Supported Systems"), for the RRFA pursuant to the terms of this Exhibit. IT will keep the supported systems operational on an "as-is" basis, consistent with the operational level the City provided to other City departments through the duration of this Agreement. RRFA specific applications and services support shall be limited to the software, hardware, services or application that was owned by the City and utilized by the Renton City Fire and Emergency Services Department on June 30, 2016. To this end, the RRFA accepts the operational level and capabilities of the City's Supported Systems in an "as-is" condition as of June 30, 2016.

Table 1. Supported Systems	To be owned by RFA (units)
Telecommunications	
Telephone Switch Board	
Telephone Sets (IP and Analog)	
Telephone & Voice mail system	
Cross Connections to PSTN	
Provisioned Data Circuits	
Cell Phones, Smart Phones, Cellular data modems	(see Edge Equipment below)
Cable Plant	
Cat 5/6, Fiber, Coax Network Cabling	
Network access	
Local Area Network (LAN), Wide Area Network (WAN) Wireless LAN, Internet, VCC, and IGN (Inter Governmental Network), Connectivity	
Virtual Private Network (VPN), Remote access.	

Table 1. Supported Systems	To be owned by RFA (units)
Network systems and services	
Switches, Routers, Access Points	
Fire walls, Intrusion detection	
Virus/Malware protection	
SPAM Filter, Web Gateway	
Edge Equipment	
Computers	
Computers (Desktop, Laptop, Tablet) and accessories	51/18/27
Mobile Data Computers (MDC) and accessories	25
Printers	11
Multi-Function (print, copy, fax, scan) Devices (MFDs)	7
Cell Phones, Smart Phones, Cellular data modems	32/7/36
Servers (virtual and physical)	
Email (MS Exchange, MS Web Access) Servers	
Active Directory/Domain Controller	
File Servers, Web servers, Database Servers,	
Email Archiving server (UMB)	
Netmotion (VPN) Server,	
GIS Server	
Phone Server	
Voicemail Server	
Telestaff, Zoll, SMS, FTP application servers	
GIS Support	
Fire incident/data layers	
Pre-Incident Planning data layer development and maintenance	
Fire map-book, no more than 1/year, does not include actual printing/publication	
Maps and analysis	
Risk assessment Application	
ArcGIS/CorMap systems/services	
Applications: Maintenance and support of existing system, scheduled system patch and general upgrades. Minor system reconfiguration, vendor contact, system troubleshooting.	
Zoll Fire RMS/ SMS Feed for Fire RMS & My Fire Rules data validation utility	1 enterprise license and 6 mobile license
LaserFiche Records Management system	
Telestaff timesheet/scheduling	160 user licenses
Permitting (enerGov)	
Valley Com., ESO, ePCR interfaces	1 each
Access to Eden financial	
Access to CoreMaps/GIS	
CAD GUI Mobile	
SharePoint Intranet, Department, Project, Team spaces	
Net motion VPN (on laptops, MDCs, and tablets)	
Internet Explorer (on applicable edge equipment)	Included with RFA

Table 1. Supported Systems	To be owned by RFA (units)
Microsoft Licenses: Office Suite, Microsoft Client Access Licenses (CALs), and Workstation Operation System Licenses (on applicable edge equipment)	owned equipment Included with RFA owned equipment
Microsoft Visio, Project, Adobe Acrobat Pro licenses on selected workstations	Up to 10 each

3. **Cost of Maintenance of Supported Systems.** The City accounts for all IT costs in an Internal Service Fund. The costs are allocated to all City departments based on number of employees, equipment, services, efforts, and other factors including but are not limited to "direct charge" for department specific projects/equipment. The resulting allocated cost is the base of the cost identified in Section 13 to operate and maintain the Supported Systems.
4. **Additional Services Provided.** Additional Services are not considered Supported Systems, are not captured in the cost estimate described above, and therefore, are subject to staff hourly charges. The Additional Services are as follows:
 - a. **Support of Non-City Devices.** Non-City devices are those devices that are not integrated into the City's IT systems and are either purchased privately by an RRFA employee for business use or were purchased by the RRFA in a process that does not ensure integration with the City's IT services and systems. With non-City devices, IT will make its best efforts to do the following at an additional cost to the RRFA:
 - (i) IT will provide its best efforts to establish and maintain data network or telecommunications connectivity and support. IT may, at its sole option, provide additional services beyond Supported Systems depending upon knowledge of the device or system and availability of staff. If the RRFA requests IT support outside of the Supported Systems, IT should notify the RRFA promptly whether it can perform such additional services, and provide an estimate of costs if it would result in additional cost to the RRFA.
 - (ii) In the event of a device problem or failure, IT will provide its best efforts to replace the unit with a spare unit provided by the RRFA, if available, and establish and maintain data network or telecommunications connectivity and support.
 - b. **Unique Support Service Requests.** The nature of the business activity within the offices and spaces occupied and managed by the RRFA may require installation of unique or larger than normal scale equipment sets or configurations in order to support unique business needs. Some service requests are beyond the scope of covered services in the interlocal agreement between the RRFA and the City,

but may be provided by IT at an additional cost to the RRFA. Without limitation, examples of these services are:

- (i) Additions of cable plant to new facilities or new locations requiring installation and routing of Cat 5/6e or fiber optic cable.
- (ii) Provision of network ports that would require the purchase of additional network switchgear or other support hardware.
- (iii) Expansion of services that would require the purchase of additional hardware.
- (iv) Addition, expansion, or replacement of networked data services, software, and applications.

In these situations, the costs, vendors, and other circumstances surrounding the service request must be mutually agreed to by the City and the RRFA in writing prior to proceeding. It is recommended that the RRFA requests a planning meeting with IT at least four (4) weeks prior to such an event in order to completely plan and provide a scope of work and timeline for completion.

5. Additional Service Staff Costs. The Additional Services set forth in Section 4 are not considered Supported Systems under Table 1, are not covered in IT budget, and therefore, may result in additional staff time or third party service charges to the RRFA. In such situations, the additional staff time and third party expenses should be agreed to in advance and be tracked using a project accounting system and billed separately.
6. Supported Systems and Equipment Ownership. All Supported Systems shall remain the sole property of the City except for those units identified in Table 1 to be owned by the RRFA. All Supported Systems to be Owned by RRFA shall be maintained by the City during the term of this Exhibit 2, and ownership shall transfer to the RRFA no later than the date the IT Services contemplated by this Exhibit 2 terminate.² The City's ownership or maintenance of Supported Systems shall not, on its own, give the City an ownership interest in any records created or retained by the RRFA using the Supported Systems.

The service charge identified in Section 13 is inclusive of systematic upgrades and maintenance of Supported Systems and upgraded Supported Systems that serve the RRFA's current staffing levels. In the event the RRFA needs to replace, expand, or

² The transfer of ownership in software or software licenses may be limited by the terms of software licensing agreements. In the event of such limitations, the City will work with the RRFA to transfer its rights to the software, but if such transfer is prohibited by the software's licensing terms, the City will not be responsible for purchasing new software licenses for the RRFA.

upgrade a Supported System outside its regular replacement schedule and for reasons other than equipment failure, such replacement, expansion, or upgrade shall be agreed to in writing in advance and shall be at the sole cost of the RRFA. Generally, equipment purchased at the RRFA's sole cost or for its sole benefit shall be owned by the RRFA. However, if such equipment is to be integrated into City-owned equipment in such a manner that future separation from City equipment will result in a cost to the City, the City shall become the owner of the RRFA purchased equipment at no further cost to the City or, in the alternative, the RRFA shall reimburse the City for any costs of separation.

7. Backups and Data Recovery. IT is responsible for data backup and recovery services. Except as provided in subsections (a) and (b) below, data backups are performed every twenty-four (24) hours, Monday through Friday, and server operating system and operating data files are backed up once per month.
 - a. The following servers and data sets will be backed up:
 - (i) Server operating systems and operating system files (monthly);
 - (ii) User Directories and Profiles;
 - (iii) Public (departmental/workgroup) directories, on file servers or attached storage; and
 - (iv) Email (email is backed up for purposes of system data recovery, and *not for archiving purposes.*)
 - b. The following systems and data sets will not be backed up.
 - (i) Data stored on individual PC hard drives; and
 - (ii) Any other systems not specifically named in the paragraph above.

In the event that data recovery is necessary, the data recovery point will be the time of the last backup. It is anticipated that the time it takes to recover data will be three (3) business days or less.

RRFA staff is to coordinate and work with IT staff on required backup and maintenance plans for any databases used in association with the applications identified in the Supported Systems set forth in Table 1.

It is agreed that the backup system shall not be relied upon by the RRFA as a data archiving system. The RRFA understands that data not properly archived may be lost and not recovered by use of the backup system. The RRFA will use its best efforts to

procure, install, and maintain a data archiving system that complies with Washington regulations regarding the archiving of public records. The recovery of data for any purposes other than to recover from a system failure shall be at the sole cost of the RRFA.

8. Problem Reporting, Prioritization, and Response. RRFA users needing IT service assistance should contact the service desk or log the problem into the City's trouble ticket system. Once logged, the problem will be assigned a trouble ticket number and will be dispatched to an IT engineer for resolution. The IT engineer is responsible for contacting the user(s) and to establish a time that they will respond and begin work to resolve the issue.
 - a. Table 2 below lists the standard criteria and guidelines for response and resolution for reported problems. There may arise in the course of events that two (2) or more high or urgent priority calls are actively in IT's queue, and the ability to respond according to the criteria and guidelines below may be impaired. An occurrence of this nature is contemplated to be rare. In the event that multiple issues are logged and are considered urgent or high priority, consideration will be given to responding first to issues that directly affect public safety, life, property, business operations.
 - b. For the purposes of Table 3 below, the terms that follow shall have the following definitions:
 - (i) Response Time: The time elapsed from the time a problem is reported to the time that a service engineer contacts the customer to arrange for service.
 - (ii) Turnaround Time: The time elapsed from the time a problem is reported to the time that a final resolution to the problem has been made, and the issue/problem has been closed. The turnaround times are guidelines and are not guaranteed. Turnaround times for Service Requests are as mutually agreed upon at the time the request is entered, and may be amended by the City as necessary.
 - (iii) Alert: In cases of an urgent problem, or in cases of unusual or extreme failures, an alert indicates that upper IT Management has been notified of the problem, and is also directly involved in the resolution process.
 - (iv) Service Requests: Service requests are activities that are not problems or break/fix incidents. Examples of Service Requests are:
 - System moves;

- Telecom moves, adds or changes (MACs);
- Telecom system programming - voicemail, forwarding, call hunt, etc.;
- New user account setup;
- Software installation/training;
- Database management or repairs beyond normal maintenance;
- Data extraction/export, or translation;
- Custom report development and preparation; and
- Application development/enhancement or modifications.

- c. The RRFA shall enter service requests as soon as the need is known, in order to allow as much lead time as possible for IT to plan and arrange the appropriate resources to accommodate the request. Requests received less than two (2) business days before their needed completion may not be completed in time.

Table 2. Problem Prioritization and Response Times				
Priority	Criteria	Dispatch Action	Response Time	Turnaround Time
1. Urgent	Entire Site or Sites affected- unable to work - network, telecom, application (including CAD) or server problem	Immediate Alert and Dispatch	Immediate	ASAP
2. High	User or Users completely unable to perform job function due to problem	Immediate Dispatch	30 Minutes	1 Business Day
3. Medium	User or Users able to perform job function on another machine or limited ability on affected machines	Dispatch Queue	3 Hours	3 Business Days
4. Low	Inconvenience to user or users. Ability to perform job function not affected	Dispatch Queue	8 Hours	1 Week
5. Service Request	Not Break/Fix related -moves adds changes etc.	Dispatch Queue	8 Hours	As arranged

9. Operations Hours. IT Service Desk Hours are 8 a.m. - 5 p.m., Monday through Friday. On-call emergency service is available for Priority 1 (urgent) service events. In these situations, the RRFA shall contact IT's after hours service number (206-300-0571) to reach the on-call service engineer. After hours calls received that are not Priority 1 will be responded to on the next business day.

10. Service Availability Standards. The service availability standards set forth in Table 4 apply to services provided by and maintained by IT. They represent a target availability of the noted services. These standards are exclusive of planned or scheduled outages for maintenance or upgrade, or incidents/events that are not in IT's control.

Table 3. Service Availability Standards	
Service or System	Availability Standard
Telephone System - Voice Calls Fax Calls - In/Outbound	99.999% ("5 Nines")
Voicemail	99.99%
Internet Connectivity	99.99%
Email Server Availability	99.99%
Internet Email Transmitted/Received	99.99%
File Server Availability	99.99%
RRFA Facilities Local Area Network Availability	99.99%
Wide Area Fiber Optic Links - City Hall to RRFA Sites	99.999%
Wireless Network Access Points	99.0%

11. Routine Scheduled Maintenance. Table 4 below defines the scheduled maintenance windows for services, servers, and devices. Unless otherwise noted, all maintenance occurs on the third Sunday of each calendar month. In cases of some Sundays that fall on or close to holidays, this schedule may be altered. Upon request, this schedule may be changed to accommodate other special requirements of the RRFA; provided that the RRFA shall cover all costs of such schedule change.

Other minor "windows" may be added, or these published windows may be modified upon discussion and mutual consent of both parties. These adjustments to the schedule may be for convenience or necessity, but in no case will occur without mutual agreement by both parties.

Table 4. Scheduled Maintenance Windows	
Service or Device	Maintenance Window
Core Network Services	0800 – 1000
Telecommunications	0700 --1100
Servers	
Email and File Server	0900 – 1200
Domain Controller and Network Services	0900 -- 1200 (Active Directory) Server
PC Workstations	As Needed
Other Devices	As negotiated

12. Network, Email, Internet, and Social Media Policy. The City has certain policies and standards regarding the use and access of the Supported Systems. From time to time the City may adopt additional for amend existing policies and standards with prior notice to the RRFA and with an opportunity for the RRFA to provide input. As a condition of the City providing IT Services to the RRFA as set forth in this Exhibit, the RRFA agrees to abide by such City policies and standards.

13. Cost of Services for Period of July 1, 2016 through December 31, 2016. The City shall charge the RRFA three hundred and eighty-nine thousand five hundred dollars (\$389,500) plus applicable sales tax for the period of July 1, 2016, through December 31, 2016 for the maintenance of Supported Systems. This amount shall be divided into six (6) equal payments and payable to the City in accordance with the payment section of the interlocal agreement.
14. Cost of Services after January 1, 2017 through December 31, 2019. For the period after January 1, 2017 through December 31, 2019, the baseline service charge shall be annualized and adjusted by any equipment added or deleted during the previous year and then further adjusted by application of the Seattle/Tacoma/Bremerton CPIW for the period of June to June, which shall be established in August each year, for the following year.
15. Cost of Services After December 31, 2019. Beginning January 1, 2020, should the City and RRFA chose to continue the IT Services, the parties should review the actual cost of the service and may adjust the charge accordingly. Such charge shall be established by negotiations between the City and the RRFA, and an amendment to this Exhibit 2.
16. Payment for Additional Services. Any additional staff time and third party costs attributable to Additional Services performed during any month will be billed before the end of the following month. The RRFA will pay the City in accordance with the payment terms of the interlocal agreement.

EXHIBIT 3

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

FACILITIES AND GROUNDS MAINTENANCE SERVICES

1. RRFA Locations For Which Services Shall be Provided. The City shall provide Facilities and Grounds Maintenance Services consistent with the scope of services set forth in this Exhibit 3 to the RRFA at the following locations:
 - Station 11, located at 211 Mill Ave S, Renton, WA 98057;
 - Station 12, located at 1209 Kirkland Ave NE, Renton, WA 98057;
 - Station 13, located at 18002 108th Ave SE, Renton, WA 98055;
 - Station 14, located at 1900 Lind Ave SW, Renton, WA 98057;
 - Station 16, located at 12923 156th Ave SE, Renton, WA 98059; and
 - New Station 15, to be built on the southern portion of the parcel identified as 3342103245 in the King County Assessor's record located in Renton, WA 98056. Cost of maintaining Station 15 is NOT included in the amount identified in Section 8 of this Exhibit.
2. Subcontracted Locations For Which Services Shall be Provided. The City shall provide Facilities and Grounds Maintenance Services for District 40's Station 17, located at 14810 SE Petrovitsky Rd, Renton, WA 98058, consistent with the provisions of CAG-08-015, which has been or will be assigned to the RRFA.
3. Scope of Services. The Facilities and Grounds Maintenance Services provided pursuant to this Exhibit 3 shall include the following:
 - Provide janitorial service and supplies in the public areas of the stations (not the dorm, kitchen, exercise room areas);
 - Change light bulbs and replace ballasts interior and exterior;
 - Install keyboard trays, monitor arms, install/repair furniture and cabinets;
 - Troubleshoot and repair appliances;
 - Repair localized plumbing or replace fixtures, e.g., toilets, hot water tanks, faucets, etc.;
 - Replace ceiling tiles/repair ceiling grid;
 - Provide electrical repairs/fixture replacements, add new circuits;

- Repair building envelope, e.g., windows, siding, doors, minor roof repairs, etc.;
- Repair bay door;
- Repair/replace drywall;
- Paint interior and exterior;
- Hang art work/coat hooks/white boards/bulletin boards;
- Repair vehicle exhaust extraction system;
- Repair air compressor;
- Provide HVAC system maintenance and repair, e.g., change filters, repair motors, pumps, and compressors;
- Maintain direct digital HVAC controls;
- Certify fire alarm systems, fire suppression systems, fire extinguishers, and building related back flow prevention devices on an annual basis;
- Repair and monitor fire alarm system;
- Repair building fire suppression systems;
- Replace, test and repair fire extinguishers;
- Repair building-related back flow prevention devices;
- Repair or replace building lock including keying/resetting combinations;
- Repair and clean carpet;
- Clean and restripe, etc., parking lot; and
- Provide routine grounds maintenance consistent with City standards and past practices where applicable, including mowing, weeding, fertilizing, herbicide application, tree maintenance, irrigation water and irrigation system maintenance and repair where applicable, and exterior lighting maintenance and repair.

4. Capital Improvements Excluded. Capital improvements to any of the properties listed in Section 1 and 2, or attachments thereto, shall be excluded from the scope of services set forth in Section 3. Capital improvements shall include any installation of new attachments, components, or systems to the properties, structural alteration of properties, and replacement of structural or major system components of the properties, including but not limited to walls, windows, bay doors, roofs, electrical

systems, plumbing systems, heating, ventilation, and air conditioning systems, and alarm systems. Unless otherwise agreed by the parties, any individual repairs that exceed twenty-five thousand dollars (\$25,000) in cost shall be considered capital improvements. The RRFA will be responsible for all capital improvements; provided, the RRFA may utilize City staff for capital improvements by separate agreement with the City.

5. Cost of Service Adjustment for New or Expanded Facilities. The cost of services established in Section 8 is calculated based upon the number and size of facilities maintained by the City prior to creation of the RRFA. When new facilities are built or acquired (including Station 15) or existing facilities are expanded in a manner that increases the City's cost to perform the scope of services, the RRFA agrees to increase its payments to the City to account for the additional cost.
6. Maintenance Requests Submittal. All maintenance requests shall be submitted by a designated representative of the RRFA to a designated representative at the City. The RRFA's requests will be placed in a queue, and prioritized and processed consistent with an internal City request. The RRFA will be entitled to no response preference to its requests. Facilities will give special consideration to mission critical items such as apparatus bay doors, decontamination equipment, and plymo-vent systems.
7. Cost of Services for Period of July 1, 2016 through December 31, 2016. The City shall charge the RRFA four hundred and sixty-five thousand dollars (\$465,000) plus applicable sales tax for the period of July 1, 2016 through December 31, 2016 for the services provided under this Exhibit 3. This amount shall be divided into six (6) equal payments and payable to the City in accordance with the payment section of the interlocal agreement.
8. Cost of Services After January 1, 2017 through December 31, 2019. For the period after January 1, 2017 through December 31, 2019, the service charge shall be annualized and adjusted by additional facilities added during the previous year and then further adjusted by application of the Seattle/Tacoma/Bremerton CPIW for the period of June to June, which shall be established in August each year, for the following year.
9. Cost of Services After December 31, 2019. Beginning January 1, 2020, should the City and RRFA chose to continue the Facilities and Grounds Maintenance Services, the parties shall review the actual cost of the service and may adjust the charge or service accordingly. Such charge shall be established by negotiations between the City and the RRFA, and an amendment to this Exhibit 3.
10. Costs of Contract Development and Compliance with Bidding or Proposal Requirements. In the event that any maintenance will require the development or

execution of a contract, or the establishment of a process relating to bidding or requests for proposals, City Facilities staff shall assist the RRFA in preparing such contract, bidding, or request for proposal documents; provided, that any legal review or representation during or after the bidding process shall be the responsibility of and at the cost of the RRFA, and the issuance of any required notice or advertising pursuant to such bidding or request for proposal shall be at the cost of the RRFA.

11. Additional Services. Any additional services not covered by this Exhibit 3 should first be approved by the RRFA. Costs associated with such additional services shall be tracked separately using the Project Accounting system. These additional costs, including applicable staff time and third party costs, incurred during a month will be billed by the end of the following month. The RRFA will pay the City in accordance with the payment terms of the interlocal agreement.

EXHIBIT 4

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

FLEET MAINTENANCE SERVICES

1. **Vehicle Schedule.** The City shall provide Fleet Maintenance Services consistent with the scope of services set forth in this Exhibit 4 to the RRFA for the vehicles/apparatus identified in Attachment A to this Exhibit 4.
2. **Scope of Services.** The Fleet Maintenance Services provided pursuant to this Exhibit 4 shall include the following:
 - a. **Preventive Maintenance:** the City shall perform regular preventive maintenance as specified by vehicle/equipment type and provide all required labor, parts and materials therefore. Said service shall be in accordance with manufacturer and NFPA service recommendations for the mileage interval of the vehicle, including lube, oil and filter change, with safety inspection at each service. The City will also pay for regular drive through car washes for covered RRFA passenger vehicles.
 - b. **Routine Maintenance and Repairs:** The City shall perform routine maintenance and repairs to maintain the safe and legal operating condition of covered vehicles/apparatus in accordance with manufacturer and NFPA recommendations. The City will provide or contract to provide all required labor, parts, and materials to perform the routine maintenance and repairs. The City will coordinate and pay for any towing costs associated with covered repairs or maintenance.
 - c. **Non-Routine Repairs:** Non-routine repairs are the responsibility of the RRFA. Non-routine repairs include those that are necessitated by collisions, vandalism, negligent operation or misuse, intentionally caused damage, and failures of major vehicle/apparatus components. Major vehicle/apparatus components include any part or piece of equipment attached to the vehicle/apparatus that would cost more to replace than twenty percent (20%) of the estimated repaired value of the vehicle/apparatus or twenty thousand dollars (\$20,000), whichever is less.
 - d. **Manufacture Warranty, Recall:** The City shall coordinate warranty repairs and recalls with the equipment manufacturer and timely complete required work. Any costs paid by the warranty provider for the City's work shall be retained by the City.

- e. **Fueling:** The City will provide for gasoline and diesel fueling of RRFA vehicles with an accounting system to identify gasoline and diesel usage by equipment, or fuel cards issued by the Fleet Division. RRFA will be permitted to fuel vehicles on a twenty-four (24)-hour, seven (7)-day a week basis, at the City Shop by authorized employees and vehicles. The parties agree Fire Station 13 (FS13) will continue to serve as a backup fueling station for all City and RRFA vehicles indefinitely. The City shall manage the fueling system, inventory, and maintain the automated accounting system at both the City Shop and FS13 to allow fueling at both locations, except for occasional repair and maintenance of these stations and accounting software, and all consumptions to be tracked by equipment or fuel cards as applicable.

City will provide fuel cards to be assigned to RRFA vehicles for fueling outside of the service area at private fuel stations.

- f. **Non-routine Repairs:** The City shall arrange for non-routine repairs at the RRFA's sole cost as soon as authorized by the RRFA and Fleet Manager, assuming a repair vs. replacement analysis supports it. If the repairs will be paid by an insurance company, the RRFA will be charged the City's labor and parts cost plus a twenty percent (20%) administrative fee or such administrative fee as is approved by the insurance company. RRFA shall coordinate with its insurance carrier for the approval of any such repairs and their reimbursement to the RRFA for associated costs. RRFA's payment to the City for such repairs, once authorized by the RRFA, shall not be conditioned upon receiving or the amount of the reimbursement from the insurance carrier.
- g. **New Equipment Acquisition, Setup, and Licensing:** The RRFA will maintain and follow vehicle/apparatus replacement schedules to replace depreciated vehicles and avoid expensive and economically inefficient repair costs. The RRFA is responsible for the cost of new and replacement vehicles/apparatus and all associated equipment. The City shall assist in developing specifications, process procurement in accordance with RRFA policy, take delivery and set up the new equipment/vehicle with RRFA markings, install communications equipment, wiring and setup, complete title registration and obtain license as required.
- h. **Disposal:** The City shall complete all disposal preparation and delivery to disposal site in accordance with set standards and schedules. Proceeds from the disposal of RRFA equipment shall be transferred to the RRFA within thirty (30) dates of receipt.

- 3. **Capital Improvements Excluded.** Capital improvements to any of the equipment listed in Attachment A shall be excluded from the scope of services set forth in Section 2. Capital improvements shall include, but are not limited to, addition to or replacement of existing scheduled equipment, and the complete

rebuild/reconditioning of an existing scheduled apparatus or equipment. The RRFA will be responsible for the cost of all capital improvements; provided, the RRFA may utilize City staff for specification, procurement, and set up of capital improvements.

4. Cost of Services for Period of July 1, 2016 through December 31, 2016. The City shall charge the RRFA three hundred and twenty-five thousand dollars (\$325,000) plus applicable sales tax for the period of July 1, 2016 through December 31, 2016 for the services provided under this Exhibit 4. This amount shall be divided into six (6) equal payments and payable to the City in accordance with the payment section of the interlocal agreement.
5. Cost of Services after January 1, 2017 through December 31, 2019. For the period after January 1, 2017 through December 31, 2019, the baseline service charge shall be annualized and adjusted by additional equipment added during the previous year and then further adjusted by application of the Seattle/Tacoma/Bremerton CPIW for the period of June to June, which shall be established in August each year, for the following year.
6. Cost of Services After December 31, 2019. Beginning January 1, 2020, should the City and RRFA chose to continue the Fleet Maintenance Services, the parties shall review the actual cost of the service and may adjust the charge or service accordingly. Such charge shall be established by negotiations between the City and the RRFA, and any changes documented by an amendment to this Exhibit 4.
7. City Assistance with Contracted Services and Purchases. For an additional negotiated cost paid by the RRFA, the City may assist the RRFA with the purchase of new vehicles/apparatus or contracted services to rebuild/recondition the RRFA's vehicles/apparatus or other services outside the scope of services provided by this Exhibit 4. Such assistance may include preparing requests for proposals, contacts, or bids. Any legal review or representation associated with such additional services shall be the responsibility of and at the cost of the RRFA, and the issuance of any required notice or advertising shall be at the cost of the RRFA.
8. Additional Services. Any additional Fleet services not covered by this Exhibit 4 should first be approved by the RRFA. Costs associated with such additional services shall be tracked separately using the City's Project Accounting system. These additional costs, including applicable staff time and third party costs, incurred during a month will be billed by the end of the following month. The RRFA will pay the City in accordance with the payment terms of the interlocal agreement.

**Attachment A to
Exhibit 4
Fleet Schedule
List as of 4/15/2016**

SL#	License #	Year	Manufacturer Model ID	VIN	Description	Major Division	Section	Original Cost
F044	07274D	1990	CHEV HI CUBE VAN	1GCKP32K1L311493	HAZ MAT VAN	Fire	Suppression	31,143
F044-Rplc		2016	CHEV			Fire	Suppression	375,000
F065	18125D	1999	INTE 4700	1HTSLAALYH697060	INTERNATIONAL/BRAUN A/D TRUCK	Fire	Suppression	133,476
F068	18118D	1999	FORD F550	1FDAF57F3EE3031	FORD F-550 4 x 4	Fire	Drive Team	32,631
F071	18132D	1999	EONE CYCLONE II	4EN3AAA84X1000687	E-ONE PUMPER	Fire	Suppression	315,766
F072	18133D	2000	INTE 4700	1HTSLAALLVH261992	INTERNATIONAL/BRAUN A/D TRUCK	Fire	Suppression	128,999
F072-Rplc		2016	EONE			Fire	Suppression	250,000
F073	18140D	2000	EONE CYCLONE II	4EN3AAA86X1000688	E-ONE PUMPER SOW 20688	Fire	Suppression	312,508
F074	18141D	2000	EONE CYCLONE II	4EN3AAA88X1000689	E-ONE PUMPER SOW 20689	Fire	Suppression	312,508
F075	18134D	2000	EONE AERIAL	4EN3ABA85X1000848	95' AERIAL PLATFORM SOW 120848	Fire	Suppression	676,802
F077	18163D	2001	DMCH CHEROKEE	1J4FF48S01LS30758	JEEP 4x4	Fire	Investigation and Prevention and	22,959
F079	18182D	2001	FORD CROWN VICTORIA	2FAPF71W931X161456	CROWN VICTORIA	Fire	Suppression	22,959
F080	33121D	2001	FORD EXCURSION	1FAMN41511ED29999	COMMAND VEHICLE	Fire	Suppression	78,274
F082	35098D	2003	FORD EXPEDITION	1FMPU16L83L01702	FORD EXPEDITION	Fire	Admin	18,948
F083	35610D	2003	CHEV BLAZER	1GMDT13K13K166907	2003 CHEVROLET BLAZER	Fire	Admin	22,468
F084	35609D	2003	DMCH INTREPID	2B3HD46R94H613483	2003 DODGE INTREPID	Fire	Admin	15,761
F085	41404D	2005	EONE CYCLONE II	4EN3AAA89S1000172	2005 EONE CYCLONE PUMPER	Fire	Suppression	393,592
F086	43848D	2007	FORD ESCAPE	1FMYU93167KA60018	2007 FORD ESCAPE	Fire	Admin	20,003
F087	44111D	2008	FORD ESCAPE	1FMCU93183KA30367	2008 FORD ESCAPE XLT	Fire	Admin	18,165
F088	45535D	2008	FORD F250	1FTSX21518EB15702	2008 FORD F250 4x4	Fire	Investigation and Prevention and	24,081
F089	44110D	2008	FORD ESCAPE	1FMCU93118KA30368	2008 FORD ESCAPE XLT	Fire	Investigation and Prevention and	18,165
F091	45577D	2008	FORD F550	1FDAW57R78EB44465	2008 FORD F550 CREW CAB	Fire	Suppression	41,912
F092	45540D	2007	CARG TB818TAJ	5NHTBT297T412120	2007 CARGOMATE TRAILER	Fire	Investigation	7,572
F093	48325D	2008	EONE PUMPER	4EN3AAA8881003545	2008 E-ONE PUMPER - SOW 133545	Fire	Suppression	494,531
F094	49210D	2008	EGL UTILITY	1B4BU1418BA005215	2008 EAGLE UTILITY TRAILER	Fire	Investigation and Prevention and	-
F095A	48350D	2009	FORD ESCAPE	1FMCU9339KA12927	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F096A	48351D	2009	FORD ESCAPE	1FMCU9339KA12928	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F098A	48353D	2009	FORD ESCAPE	1FMCU9339KA12930	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F099A	48354D	2009	FORD ESCAPE	1FMCU9339KA12931	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F100A	48355D	2009	FORD ESCAPE	1FMCU9339KA12932	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F101	48356D	2009	FORD ESCAPE	1FMCU9339KA12933	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184
F103	WN526355	2010	CLUB SPIRIT	2YDB19-900173	2008 CLUB CAR INTELLITRAK 434	Fire	Admin	-
F104	53024D	2012	FORD ESCAPE	1FMCU9C73CA1D184	2012 POLARIS SPIRIT INFLATABLE	Fire	Admin	39,637
F105	54070D	2011	EONE AERIAL	4EN3ABA8981006466	2011 EONE AERIAL 100' SOW 136466	Fire	Suppression	1,004,969
F106	55768D	2000	FABR FOAM TRAILER	16MPP1225YD026950	2000 FABR-QUE FOAM TRAILER	Fire	Suppression	-
F107	55773D	1991	ISUZU FTR	JA1M7A1H4M3200640	ISUZU TRUCK	Fire	Suppression	-
F108	55953D	2000	CHEV ASTRO	1GNDM19WXY8219557	CHEVROLET ASTRO VAN	Fire	Admin	-
F109	56473D	2013	CHEV TAHOE	1GN5K260XDR337467	CHEVROLET TAHOE	Fire	Admin	32,497
F110	57314D	2013	INTE 4400	3HAMRAZ11EL780395	INTERNATIONAL BRAUN MW A/D UNIT	Fire	Suppression	220,725
F111	57313D	2013	INTE 4400	3HAMRAZ11EL780394	INTERNATIONAL 4400 BRAUN A/D U	Fire	Suppression	220,725
F112	56550D	2015	FORD F250	1FT7W2B64FA47019	2015 FORD F250 CREW	Fire	Suppression	29,257
F113	57552D	2015	DODG PROMASTER	3C6TRV8G5F5210166	2015 DODGE PROMASTER	Fire	Admin	32,334
F114	59733D	2015	EONE PUMPER	4EN3AAA83F1009103	2015 EONE PUMPER SO	Fire	Suppression	469,199
F115	59732D	2015	EONE PUMPER	4EN3AAA80F1009141	2015 EONE PUMPER SO	Fire	Suppression	469,199
F116	59744D	2015	FORD POLICE UTILITY	1FMSK8AR80GA37368	FORD EXPLORER POLICE	Fire	Admin	30,287
F117	59752D	2015	FORD CMAX	1FADPSAU9F1L24177	FORD CMAX HYBRID	Fire	Investigation and Prevention and	25,243
F118	59761D	2016	EZLD TRAILER	1ZEAAKSHXGAD06448	2016 EZLOADER BOAT TRAILER	Fire	Admin	7,589
F2513	55958D	1996	EONE PUMPER	4EN3AAA82T1006210	1996 E-ONE PUMPER	Fire	FD25	267,441
F2513-Rplc		2018	EONE			Fire	FD25	520,000
F2514	56190D	2001	INTE 4700	1HTSLAAL31M347410	INTERNATIONAL/BRAUN A/D UNIT	Fire	FD25	132,276
F2515	56189D	2003	EONE CYCLONE II	4EN3AAA8431006791	2003 EONE PUMPER SOW 126791	Fire	FD25	397,003
F429	49249D	2002	FORD FOCUS	1FAHP36352W180373	2002 FORD FOCUS	Fire	FD40	19,500
F430	58570C	1995	TURT WATER TANK	PH08L6491	1995 TURTLE WATER TANK 400 GAL	Fire	FD40	-
F434	49250D	2004	CHEV TAHOE	1GNFK132941249355	2004 CHEVROLET TAHOE	Fire	FD40	31,000
F434-Rplc		2016				Fire	FD40	51,500
F436	49252D	2005	CHEV PU	1GCEK19V8SE232179	2005 SILVERADO 1500	Fire	FD40	29,000
F438	49253D	2007	CHEV TAHOE	1GNFK03067H363061	2007 CHEVROLET TAHOE	Fire	FD40	31,000

Total Estimated Value Transferred (sum minus units to be replaced) **7,531,427**

FD40 Equipment to be maintained by RFA through the City as part of FD40 Service contract with the RFA

F431	62992C	2002	FORD AID UNIT	1FDWE35F22M06475	2002 FORD AID UNIT	Fire	FD40	350,000
F439	97632C	2011	INTE 4400	1HTMRAZL6H375442	2011 INTERNATIONAL A/D UNIT	Fire	FD40	265,964
F432	65615C	2003	SPAR PUMPER	457AT40983CD43245	2003 SPARTAN PUMPER	Fire	FD40	600,000
F437	77001C	2006	SPAR PUMPER	457AT2C946C054392	2006 SPARTAN PUMPER	Fire	FD40	600,000

EM Equipment to remain with City

F090	45302D	2008	FORD ESCAPE	1FMCU93118KA30369	2008	Fire	EM	18,165
F097A	48352D	2009	FORD ESCAPE	1FMCU93379KA12929	2009 FORD ESCAPE HYBRID	Fire	EM	27,184
F425	57538D	2015	FORD E450	1FDXE40F3KH823147	1999 FORD AID UNIT	Fire	EM	350,000

EXHIBIT 5

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

FINANCE SERVICE, GENERAL HR, AND CIVIL SERVICE EXAMINER SERVICES

1. **Services Provided by City.** The City's Finance and HRRM departments currently provide a number of internal support services to all city departments including the Renton Fire Department. The parties deem desirable, for a limited period of time, after the RRFA formation that the City to continue providing certain support services to the RRFA, to ensure smooth operation and transition of these services.
 - a. The City shall provide the following Financial Services to the RRFA:
 - (i) Payroll processing:
 - (a) Finance will continue to process payroll for the RRFA using existing systems (Telestaff and EDEN) and existing procedures. The existing procedures include data collection and approval using a combination of Telestaff and Fire Department staff to complete payroll data collection and approval by cut-off dates specified by Finance;
 - (b) As long as Finance continues payroll processing, it will perform all payroll tax transmission and filing functions;
 - (c) All regular employees will be paid by direct deposit and no paper pay stub will be issued. Employees will be able to access employee payment and tax records on line using EDEN "Employee Services" portal.
 - (ii) Accounts Receivable/Revenue: Finance will continue to process billing and receipting of revenues, such as permit fees, fire inspection and reinspection fees, false alarm fees, late fees, BLS payments, service contract and grant billing and receipts.
 - (iii) Vendor Payments:
 - (a) Finance will continue process vendor payments for the RRFA using existing process and system. The existing process and system includes, but is not limited to, decentralized invoice data entry and

approval by department using EDEN Financial system by established cut-off dates; and

(b) Finance will issue 1099 forms pursuant to IRS requirements as long as Finance continues to process vendor payments.

(iv) New Accounts Set Up: Finance will assist RRFA to establish necessary employer/taxpayer accounts with:

(a) The Internal Revenue Service;

(b) The State of Washington (Departments of Industrial Insurance, Unemployment, Revenue, the state auditor's office, etc.);

(c) The King County Treasurer (cash management and investment arrangements); and

(d) A bank, if necessary.

(v) Financial Reports:

(a) The City will establish separate Funds (as related to a chart of accounts) to allow RRFA finances be tracked separately from City funds and accounts.

(b) The City will provide interim and annual reports to RRFA, submit required reports to and facilitate any audit by the Washington State Auditor's Office as long as all RRFA transactions (revenues, expenditures, transfers, loans and their repayments, due to/from other entities, and other balance sheet transactions) are processed by the City through its financial system. Any out of pocket audit costs will be borne by RRFA.

(vi) Business Registration, Special Permit Fees, and Annual Operational Fire Permit Fees: The City and RRFA believe the combined business registration and Fire permit fee collection system is mutually beneficial and wish to continue its practices and current process. To allow this partnership to continue, parties agree to the following roles and responsibilities:

(a) RRFA agrees to:

i. Timely review and approve/deny new business applications;

- ii. Forward business information to the City when it discovers a business is operating without a valid license.

(b) City agrees to:

- i. Collect the Fire Operational Permit Fee;
- ii. Collect the tent and membrane structures permit fees and other special permit fees as outlined in Section 4-5-070 of Renton Municipal Code or the fees outlined in Section XII(4). of the City of Renton Fee Schedule and as they are recodified or amended;
- iii. Collect False Alarm Fees, Late Fees and billings for Operational Permits that are issued outside of Business Licensing to non-licensed entities such as churches;
- iv. Timely deposit/remit revenues to appropriate RRFA revenue accounts.

b. The City shall provide the following General HR Services to the RRFA:

- (i) Process recruitment and promotional testing/selection of non-commissioned personnel using the online neoGov position procurement system;
- (ii) Act as or provide a lead negotiator on RRFA's behalf on labor contract negotiation matters, unless requested otherwise;
- (iii) Act as or provide RRFA's representative in PERC hearings, arbitrations, and other administrative hearings and legal proceedings, unless requested otherwise;
- (iv) Maintain RRFA's access to and use of the Halogen Performance Management System;
- (v) Facilitate RRFA's transition from Renton benefit plans to a RRFA sponsored medical, dental, vision plan, Flexible Benefit (125) account, employee assistance program, deferred compensation program, life insurance, and short and long term disability programs as requested; and

(vi) Facilitate RRFA's transition to its own commute trip reduction program.

c. The City shall provide the following Civil Service Examiner Services to the RRFA:

(i) Recruitment and promotional services pursuant to the then applicable Civil Service Rules;

(ii) Pre-employment testing (psychological and physical exams), driver's license record checks, etc.;

(iii) Attendance by the Civil Service Examiner at the monthly Civil Service Commission meetings;

(iv) Maintenance of Civil Service rules and regulations;

(v) Establishment and maintenance of eligibility lists;

(vi) Validation of Tests and scores;

(vii) Notifications to candidates;

(viii) Contract management for Civil Service testing by third party contractors;

(ix) Maintenance of Civil Service personnel files; and

(x) Performance of all other tasks related to providing Civil Service Examiner Services.

2. Conditions of City Performance. In order for the City to provide Civil Service Examiner Services to the RRFA, the RRFA shall meet the following conditions:

a. The RRFA shall appoint the then existing Civil Service Commissioners who serve on the City's Civil Service Commission to serve on the RRFA's Civil Service Commission. The RRFA shall coordinate such appointment with the current Civil Service Commissioners.

b. The RRFA shall adopt interim Civil Service Rules that are substantially the same as the City's rules.

c. The RRFA shall ensure that it has taken all necessary steps to establish a proper Civil Service system compliant with Chapter 41.08 RCW.

- d. The RRFA Civil Service Commission shall appoint the City's Civil Service Examiner as the RRFA's Interim Civil Service Examiner.
 - e. In the event that there is a vacancy on the City's Civil Service Commission, the City shall have full discretion to appoint a new Commissioner, and the RRFA shall appoint that same Commissioner to its own Commission.
3. Occurrence of Civil Service Commission Meetings. Civil Service Commission meetings of the RRFA shall be held directly following the Civil Service Commission meetings of the City, and on the same days as the City's Civil Service Commission meetings. The meetings of the RRFA shall be separate from the meetings of the City, shall be governed by separate agendas, and shall be recorded separately from the City's recordings.
4. Records of Civil Service Commissions. Civil Service records of the RRFA shall be kept separate from those of the City. Records shall be maintained by either the Interim Civil Service Examiner or the RRFA as agreed to by the parties. After the December 31, 2016 termination date, or any agreed extension of that date, all Civil Service records will be transferred to the RRFA.
5. Commission Appeals and Attorney for Commission. In the event an appeal is filed before the RRFA Civil Service Commission, the RRFA shall, if requested by the RRFA Civil Service Commission, provide the Commission with the services of an attorney for the purpose of assisting the Commission through the appeal process. The attorney, if requested, shall be available to provide the Commission with assistance prior to and during the hearing, as well as assistance in preparing the decision of the Commission. The provision of such an attorney shall be at the sole expense of the RRFA.
6. Commission Appeals and Attorney for Civil Service Examiner. In the event an appeal is filed before the RRFA Civil Service Commission, the RRFA shall, if requested by the RRFA Interim Civil Service Examiner, provide the Examiner with the services of an attorney for the purpose of assisting the Examiner through the appeal process. The provision of such an attorney shall be at the sole expense of the RRFA.
7. Appeals to Court. In the event an appeal of an RRFA Civil Service Commission decision is made before a court of law, such appeal shall be at the sole expense of the RRFA, and shall be prosecuted or defended by an attorney hired by the RRFA.
8. Period of Performance. The services provided pursuant to Section 1 of this Exhibit 4 shall be provided between July 1, 2016 and December 31, 2017 at no charge to the RRFA, unless terminated earlier by agreement of the parties. Any services provided after December 31, 2017 shall be provided only pursuant to separate written agreement with compensation.

EXHIBIT 6

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

RECORDS MANAGEMENT

1. Record Custody and Cooperation. The parties recognize that the cooperative nature of their relationship and history of the City providing services and employing staff that will now be provided and employed by the RRFA will require cooperation and collaboration to transfer and maintain records in which both parties may have records retention and public records disclosure obligations. The parties agree to collaborate to transfer or jointly maintain public records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW.
2. Records Custody and Transfer. Either party may request business and operational records be transferred to or from the other party as necessary to efficiently conduct its operations and/or comply with applicable laws. Upon such request, the parties will coordinate to transfer the records, or accurate copies thereof. If the party with custody of the requested records determines it has a business need or legal requirement to independently retain the records, it may retain the original records and transfer copies to the other party. Alternatively, to the extent permitted by applicable laws, the parties may designate a joint records custodian to maintain the records in compliance with the applicable retention schedules that apply to each party. During the initial term of the City's provision of human resource services pursuant to Exhibit 5, the City will act as the joint records custodian for the Fire Department/RRFA personnel and civil service files that are held and maintained by the City's Human Resources Department. The RRFA will initially act as the joint records custodian for any personnel files for Fire Department/RRFA employees that are not in the possession of the City's Human Resources department (e.g. supervisor desk files). If either party desires to destroy any former Fire Department personnel or civil service files that were created prior to the formation of the RRFA and the files have not previously been transferred to the other party, it will first offer to transfer the files to the other party.
3. Cost of Transfer and Storage. The costs of copying and transferring records shall be paid for by the party receiving the transferred records. Each party will be responsible for paying for applicable storage costs of the records it retains. If the parties designate one party to act as a joint records custodian, the other party will pay for half of the records custodian's reasonable electronic or physical storage costs if payment of such costs is requested by the designated records custodian.

4. Requests for Records. The parties recognize that each party may maintain custody of records the other needs to respond to a lawful request pursuant to the Public Records Act or subpoena. In the event of a public records request, the receiving party shall be responsible providing an initial 5 business day response to the requestor as required by RCW 42.56.520, as that section may be amended or recodified. The parties establish the processes set forth in Sections 5 and 6 to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the RRFA. The method set forth in this Exhibit 6 shall serve only as a guideline, and may be altered from time to time as necessary.
5. Requests Directed to or Received by the City for Records in the Custody of the RRFA . In the event the City receives a public records request, subpoena, or other lawful request for records held by the RRFA that the City might be required to produce, the following process shall be followed:
 - a. The City will advise the RRFA in writing that the request has been received. The RRFA will have five (5) business days to respond to the City with the records or a reasonable estimate of the time necessary to provide the City with the records.
 - b. The RRFA will provide copies, at its sole cost and expense and in the form requested by the City to the City. In the event the City receives payment for the copies provided at the RRFA's cost, the payment received will be equitably distributed.
 - c. The City will remain responsible for communicating with the requestor in compliance with all legal obligations. The City and the RRFA shall jointly work to determine which records are to be disclosed to the requestor, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
 - d. It shall be the responsibility of the City, and at the expense of the City, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs, or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to City records in the sole custody of the RRFA that were not provided to the City by the RRFA, then the RRFA shall defend such claim or lawsuit and pay any damages, fees, costs, or settlements relating to such claim or lawsuit. The City and the RRFA agree to cooperate fully in the defense of any such claim or lawsuit. If both the City and the RRFA fail to produce all records, they will cooperate in defense and each party will pay all its own legal costs and attorneys' fees.
6. Requests Directed to or Received by the RRFA for Records in the Custody of the City . In the event the RRFA receives a public records request, subpoena, or other lawful request

for records held by the City that the RRFA might be required to produce, the following process shall be followed:

- a. The RRFA will advise the City in writing that the request has been received. The City will have five (5) business days to respond to the RRFA with the records or a reasonable estimate of the time necessary to provide the RRFA with the records.
- b. The City will provide copies, at its sole cost and expense and in the form requested by the RRFA to the RRFA. In the event the RRFA receives payment for the copies provided at the City's cost, the payment received will be equitably distributed.
- c. The RRFA will remain responsible for communicating with the requester in compliance with all legal obligations. The City and the RRFA shall jointly work to determine which records are to be disclosed to the requester, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- d. It shall be the responsibility of the RRFA, and at the expense of the RRFA, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs, or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to RRFA Records in the sole custody of the City that were not provided to the RRFA by the City, then the City shall defend such claim or lawsuit and pay any damages, fees, costs, or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the RRFA and the City fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

EXHIBIT 7

TO THE INTERLOCAL AGREEMENT FOR COOPERATION BETWEEN THE CITY OF RENTON AND THE RENTON REGIONAL FIRE AUTHORITY

EMERGENCY MANAGEMENT PROGRAM SUPPORT

1. The purpose of this exhibit is to provide a foundation for the best possible emergency management services for the community by ensuring the active cooperation and participation between the RRFA and the Emergency Management program of the City, while maintaining the same level of emergency management participation as that prior to the formation of the RRFA. In keeping with that intent, the RRFA agrees, to the extent RRFA resources are available, to use reasonable efforts to provide the following:
 - a. Supporting a shared emergency and disaster response, which includes:
 - Participating as part of the Mayor's Staff Policy Group discussions;
 - Retaining the authority to request activation of the EOC in support of an emergency incident;
 - Conducting field damage assessment in coordination with City damage assessment procedures;
 - Relaying information about observed damage and field conditions to the Renton Emergency Operations Center (EOC);
 - Providing a qualified RRFA representative to the EOC during activations;
 - Providing the City with a list of personnel qualified at the Incident Command System Section Chief level to be part of the Section Chief rotation in the EOC;
 - Providing qualified administrative support staff to be part of the EOC staff rotation;
 - Maintaining communication between the Fire Department Operations Center (DOC) the EOC, and/or between the Fire Incident Commander and the EOC;
 - Embracing Unified Command where appropriate in the field;
 - Advising the EOC of operational readiness;
 - Notifying the EOC Duty Officer of significant events (e.g., those that result in the need for emergency notification of the public, evacuation or sheltering,

hazmat releases, or other threats to the public), or other incidents that would trigger use of the City's emergency plan or activation of the EOC; and

- Participating in recovery activities.
- b. Engaging in planning, training, and exercise activities with the City, which includes:
- Assigning a representative to serve on the City's Emergency Management group and participating in those monthly meetings;
 - Assisting in the plan revision for specified Emergency Support Functions in the City of Renton Comprehensive Emergency Management Plan to meet state revision deadlines;
 - Contributing to other emergency plans with a role for Fire, Emergency Medical Services, Rescue, Hazmat, etc.;
 - Participating in a minimum of one (1) functional exercise annually with the City and other exercises as needed to maintain necessary familiarity with multiple City emergency functions; and
 - Providing qualified instructors for up to three (3) units of instruction twice a year for the Community Emergency Response Team program.
- c. Maintaining a Continuity of Operations Plan (COOP) for the RRFA.
- d. Maintaining and reporting on National Incident Management System compliance.
- e. Acknowledging the City's Emergency Management program as the sole agency responsible within the boundaries of the City of Renton for recruiting, training, managing, and deploying volunteers covered under the Washington State Emergency Worker program, including the Renton Emergency Communication Service, the Community Emergency Response Teams, and any other similar emergency worker volunteer groups which might be initiated and managed by the City in the future.
- f. Acknowledging the City's Emergency Management program as the sole originator of emergency management public education messages as well as broader emergency messages to the public by coordinating emergency community notifications through the EOC Duty Officer.

2. The City and the RRFA agree to provide certain accommodations with respect to shared facility and equipment use:
- a. RRFA will provide use of a predesignated fire station as a backup EOC;
 - b. RRFA will keep existing emergency communications equipment/stations in place, and maintain free and clear access to such equipment for use during testing or emergency activation;
 - c. RRFA will grant properly authorized and insured City volunteers and City staff access to RRFA facilities during reasonable hours to maintain and operate emergency equipment, including antennas and radio towers;
 - d. The RFA will cooperate with the City to coordinate City use of the Fire Station 14 training facility for special Emergency Management classes with reasonable accommodation, e.g., CERT classes which are traditionally provided in the spring and the fall of each year;
 - e. The RRFA will provide one (1) outdoor covered parking space with electrical power at Fire Station 13 for the Mobile Communications Response Unit;
 - f. The RRFA will work cooperatively with the City to provide adequate storage space for training, public education, and communication systems supplies and equipment at Station 14 and Station 13 to the extent the RRFA has sufficient surplus space (public education closet and amateur radio closet);
 - g. The City will coordinate with the RRFA for the use of fire stations for quick-grab emergency food/water supplies for all field responders, and the RRFA will determine the best storage location and mechanism for accessing them during an emergency;
 - h. The Mobile Communications Response Unit (MCRU) may be requested via the Renton EOC Duty Officer to support communications at an incident at no cost to the RRFA. MCRU must be operated by a qualified City volunteer or City staff;
 - i. Assets transferred to the RRFA, but which were purchased by Emergency Management grant funds, shall not be disposed of without the approval of the City's Emergency Management group, must maintain their Emergency Management inventory tag, and must be made available for inspection upon request by the State Auditor's Office or State Department of Emergency Management at any time;
 - j. 800 MHz radios assigned to Emergency Management will be retained by the City, which will assume responsibility for maintenance and service costs; and

- k. The RRFA will coordinate with Emergency Management staff for the use of the primary EOC facility as a classroom.