



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, June 10, 2019
Fire Station #14 – 1900 Lind Ave S.W., Renton

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
 - Promotion Ceremony
 - Medal of Valor Ceremony
- Public Comment

Members of the audience may comment on items relating to any matter related to RFA business under the Public Comment period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic pursuant to the rules established under Section 8 of the Bylaws. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board as requested by the Chair.
- Consent Agenda
 - Approval of [Minutes from the May 13, 2019](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 5/1/19 – 5/15/19, Payroll 4/15/19 – 4/30/19 and AP Check Register 5/16/19 – 5/31/19, Payroll 5/1/19 – 5/15/19
- Signing of Vouchers
- Board Committee Reports
- [Chief's Report](#)
- Division Reports
- Correspondence
- Unfinished Business
- New Business
 - [Procurement of New Vehicles](#)
 - [Fire Garage Consortium ILA](#)

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- Good of the Order
 - Fire Station #14 Tour
- Executive Session
- Future Meetings:
 - Monday, June 24, 2019, 10:00 a.m., Governance Board Regular Meeting, Fire Station #11 (211 Mill Ave. S., Renton)
- Adjournment



Renton Regional Fire Authority

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

MINUTES

RFA Governance Board Regular Meeting

10:00 A.M. – Monday, May 13, 2019

Fire Station #16 – 12923 156th Ave S.E., Renton

CALL TO ORDER AND FLAG SALUTE

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

ROLL CALL

Governance Board Members Present:

Armondo Pavone, Chair (City of Renton)
Kerry Abercrombie, Vice Chair (Fire District 25)
Myron Meikle (Fire District 25)
Marcus Morrell (Fire District 25)
Ed Prince (City of Renton)
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Don Persson (City of Renton)

Administrative Staff Present:

Chief Rick Marshall, Deputy Chief Chuck DeSmith, Deputy Chief Roy Gunsolus, Chief Administrative Officer Samantha Babich, Fire Marshal Anjela St. John, Battalion Chief Mark Seaver, Captain Gary Harsh, Lieutenants Laycock, Hyslop, Slothower, and Krystofiak, Firefighters Bloomquist, Adams, and Olney, Facilities Manager Kyle Kauzlarich, Fleet Manager Brice Callaway, Communications Manager Katie Lewis, Administrative Assistant Sheila Madsen, and Administrative Secretary Linda Mann.

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

At 10:02 a.m., Board Member Persson arrived.

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations, or presentations.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

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A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Meikle to approve the consent agenda for May 13, 2019. **MOTION CARRIED (6-0)**

SIGNING OF VOUCHERS

The members of the Finance Committee signed the Voucher Approvals for May 13, 2019.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Marshall's report included the following:

- Members of the Quarter: Please join Chief Marshall in congratulating Dan Johnston as Firefighter of the 1st quarter and Stephen Rawson as Officer of the 1st Quarter!
- AWC – Labor Relations Institute: On May 2nd and 3rd, Deputy Chiefs Roy Gunsolus and Chuck DeSmith attended the Labor Relations Institute in Yakima, WA. While there, they learned techniques to better understand the current legal landscape and navigate emerging trends, and learned to solve unique problems and improve employee-management relations.
- Phase 2 IT Stand Up Contracts: In an effort to prepare for the end of our Information Technology ILA with the City of Renton, CAO Babich and her team have worked to secure contracts and supplemental documentation from various vendors. This will be to ensure our stations, headquarters, and the Department Operations Center (DOC) all function properly as of January 1, 2020. We will be presenting the board with a summary of contracts for approval.
- New Firefighter Interviews: Our Human Resources section members have been hard at work last week with scheduling and facilitating interviews for over 100 candidates. The candidates with over 70% score will move on to the second round of interviews. Kudos to our 4 panel members and HR all who are involved in this process. Chief Marshall would also like to recognize the work of the HR team for continuing to make improvements to our hiring process!
- Executive Team Retreat: On May 9, the Executive team met to have an all-day retreat where we gained greater understanding of each other's communication styles and committed to improving the ways we communicate with one another. In addition, we created both a shared vision for our team and our vision for the future of the organization.
- DES Surplus Revenue: Chief Marshall has attached a summary of all Department of Enterprise Services (DES) surplus revenue for 2018. While these numbers are negative on the report, remember that it is reflecting a credit back to the accounts listed.

DEPARTMENT REPORTS

There were no department reports.

CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

There was no unfinished business.

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NEW BUSINESS

IT Expenditure Request

Presented for approval are 11 contracts for phase two of the IT stand up project. They include the following:

- CDW-Gov Nutanix data servers
- CDW-Gov Network servers
- CDW-Gov MS Office 365/SQL server
- CDW-Gov NetMotion VPN server
- Right!Systems Cisco Meraki equipment
- Right!Systems Implementation
- Tri-tec Mitel Telephone system
- Tri-tec Implementation
- CenturyLink Data (Annual)
- CenturyLink Voice (Annual)
- ESRI Online

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Persson to approve the proposed IT expenditures in the amount of \$526,097 plus an additional \$50,000 in contingency and authorize the Fire Chief to sign applicable contracts and service agreements. Use of contingency funds in excess of \$1000 requires Board Chair authorization. **MOTION CARRIED (6-0)**

GOOD OF THE ORDER

Fire District #40 would like to have another meeting with the Governance Board to discuss the contract formula. They provided Chief Marshall with two possible dates so he is going to email those dates to the Board and then finalize the date and let Fire District #40 know.

Deputy Chief Chuck DeSmith, Facilities Manager Kyle Kauzlarich, and Captain Gary Harsh provided the Governance Board with a tour of Fire Station 16.

EXECUTIVE SESSION

There was no executive session.

FUTURE MEETINGS

The next meeting is scheduled for Monday, June 10, 2019, 10:00 a.m. at Fire Station #14 (1900 Lind Ave S.W., Renton).

ADJOURNMENT

The meeting was adjourned at 10:44 a.m.

Armondo Pavone, Board Chair

Linda Mann, Administrative Secretary

VOUCHER APPROVAL FOR MAY 27TH, 2019 MEETING

AUDITING OFFICER CERTIFICATION

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

Auditing Officer: _____

Rick Marshall, Fire Chief

AUDIT COMMITTEE

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

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$709,966.66, payroll vouchers and direct deposits totaling \$545,100.97

A/P Vouchers	Payment Date	Numbers	Amount
Checks	05/01/2019 - 05/15/2019	11024-11068	\$173,247.87
EFTs	05/01/2019 - 05/15/2019		\$113,886.87
Bank Drafts	05/01/2019 - 05/15/2019		\$422,831.92
TOTAL A/P			\$709,966.66
Payroll Vouchers	Payroll Date	No. of Vouchers	Amount
Direct Deposits	5/10/2019	168	\$544,983.09
Payroll Checks	5/10/2019	1	\$117.88
TOTAL PAYROLL		169	\$545,100.97
TOTAL CLAIMS			\$1,255,067.63

Renton Regional Fire Authority Finance Committee:

Kerry Abercrombie, Board Member

Ed Prince, Board Member

Myron Meikle, Board Member

Marcus Morrell, Board Member

Don Persson, Board Member

Armondo Pavone, Chairperson

VOUCHER APPROVAL FOR JUNE 10TH, 2019 MEETING

AUDITING OFFICER CERTIFICATION

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

Auditing Officer: _____

Rick Marshall, Fire Chief

AUDIT COMMITTEE

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

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$665,664.93, payroll vouchers and direct deposits totaling \$560,581.16.

A/P Vouchers	Payment Date	Numbers	Amount
Checks	05/16/2019 - 05/31/2019	11069-11106	\$421,435.16
EFTs	05/16/2019 - 05/31/2019		\$117,735.33
Bank Drafts	05/16/2019 - 05/31/2019		\$126,494.44
TOTAL A/P			\$665,664.93
Payroll Vouchers	Payroll Date	No. of Vouchers	Amount
Direct Deposits	5/24/2019	170	\$560,463.28
Payroll Checks	5/24/2019	1	\$117.88
TOTAL PAYROLL		171	\$560,581.16
TOTAL CLAIMS			\$1,226,246.09

Renton Regional Fire Authority Finance Committee:

Kerry Abercrombie, Board Member

Ed Prince, Board Member

Myron Meikle, Board Member

Marcus Morrell, Board Member

Don Persson, Board Member

Armondo Pavone, Chairperson



RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: June 10, 2019

TO: Armondo Pavone, Chairperson (City of Renton)
Myron Meikle (Fire District 25)
Kerry Abercrombie (Fire District 25)
Marcus Morrell (Fire District 25)
Ed Prince (City of Renton)
Don Persson (City of Renton)
Linda Sartnurak (Non-voting Advisory Position, Fire District 40)

FROM: Roy Gunsolus, Deputy Chief Response Operations

SUBJECT: Renton Regional Fire Authority Chief's Report

1. Congratulations are in Order

I would like to congratulate the following members on passing their 1A JATC test. This is a major accomplishment due to the amount of time and energy put into passing this test. Well done!

FF Ken Swinford
FF Victoria Berg
FF Derric Matteson

FF Tanner Lucas
FF Anthony Parker
FF Dave Braun

2. Recent Promotions

Please join me in congratulating Doug Hand, Ilya Mocharnyy, and Dylan Guyll with their promotions to Lieutenant and Ryan Morgan's promotion to Captain. Their promotions became effective June 1st. We will be recognizing these members later in this meeting and invite staff and members of the Governing Board to take a few minutes to congratulate them and their families.

3. Welcome to Our New Members

If you've seen a few new faces around the stations, it is because there are a few new members that have joined us.

Our newest FDCARES nurse:

Mi Tran was born and raised in Vietnam, and moved to the U.S. in her senior year of high school. She has been a nurse for 7 years, working for different CHI Franciscan hospitals. The past few years she has been working for St. Francis ER and doing critical care transport for an AMR nurse car.



Our New Deputy Fire Marshal:

Russ Armstrong began employment with us on May 1, 2019 as a Deputy Fire Marshal assigned to inspections and investigations. Russ has over 31 years of experience in the fire service, having served as a volunteer firefighter, career firefighter and fire officer then taking on duties in fire prevention – including public education, fire inspections and fire investigations. Russ retired from a fire district in Stevens County Washington before deciding to return to service with Renton Fire. Russ is married and has three grown children. He and his wife Laura are excited to make Renton their home.



Our New Administrative Supervisor:

Christine Noddings is an Administrative Supervisor who works with the Administrative Secretary team to help best support the community and Firefighters of the Renton RFA. Christine believes the success of an organization is directly the result of the success and happiness of the people it serves. In her previous role in the banking industry, she spearheaded a robust onboarding process to provide new employees the resources and continued support they needed to excel, launching the program nation-wide after a 3-year pilot. Christine has a strong background in project management and team leadership. When she's not at work, you can find her hiking and camping with her husband, James, and raising their two sons, Jay (3) and Sawyer (1).



4. Diver Graduations from NOAA

Congratulations to our 2 newest Divers to graduate from NOAA Dive training: Angus Brackett and Nathan Facchini.

The NOAA Dive training program consists of nearly 160 hours of intense dive education, safety and training that results in a high level of proficiency for our team members.

Operating in and around the water environment represents a significant risk for responders both during training events and on incidents. Understanding this increased risk, the NOAA Dive training program helps us perform safely and effectively while supporting our organizational Vision, Mission, and Values.

Strong work Angus and Nathan!

5. Scout Night 2019

On May 8, Renton RFA hosted our first annual Scout Night. The night was a huge success and saw over 200 scouts, parents and leaders attend. Scouts learned about first aid, home fire safety, CPR, received child ID cards, ropes and knots, how to use 9-1-1 and emergency vehicles. We were successful in partnering with Renton PD, Renton Emergency Management, Valley Communications, and King County Medic One in putting on a first class event. Our new public educator, Deputy Fire Marshal Sara Ferguson, did an excellent job in pulling this together with all of our partners in such a short time – we look forward to holding this event annually and seeing it grow.



6. NORCOM Meeting in Washington DC

Chief Marshall was invited by NORCOM (the dispatch agency similar to Valley Comm. only to areas North of Renton) to travel to Washington DC yet again—this time to work to obtain grant funding for regionalizing fire dispatch for King County. With both his experience with elected officials in Washington, DC and his involvement with building regional response without borders in King County, led to him being asked to help lobby for federal dollars to bring seamless dispatching to our region. Travel for this trip is funded by NORCOM, though Chief Marshall has offered to pick up meal expenses.



Governing Board Agenda Item

SUBJECT/TITLE: Procurement of new vehicles

STAFF CONTACT: D/C DeSmith

SUMMARY STATEMENT:

Order six vehicles off Washington State bid from Columbia Ford due to arrive in November 2019. These vehicles are in line with our Capital Fleet Replacement schedule, and support the FMO, Response Operations, and Support Services.

FISCAL IMPACT:

Expenditure \$272,127.00

Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Starting January 2019, the RRFA reassigned four uniformed Day Staff positions and hired Fleet and Facilities Managers, and staffed a CARES unit. The vehicles reflect these new positions, as well as replace aging vehicles for surplus. All vehicles are in the SharePoint procurement process with attached State Bid quotes.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Excel Spreadsheet of new vehicles to purchase, total cost, and vehicles going to surplus.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move that the Board approve the purchase of six new vehicles, and authorize Chief Rick Marshall to sign.

New	Pub Ed Van	Replacing F429	2019	Ford	Transit	Utility Vehicle		2019	12	44,800	2031	2019	44,800
New	Chief Car	Pool/IT vehicle	2019	Ford	EXPLORER	Command Vehicle		2019	10	75,550	2029	2019	75,550
New	Fire Marshal	Replacing F086	2019	Ford	Escape	Staff Car		2019	12	28,900	2031	2019	28,900
New	Facilities	Replacing F083	2019	FORD	F250	Utility Vehicle		2019	12	44,800	2031	2019	44,800
New	FDCares	Replacing F434	2019	FORD	F150	Command Vehicle		2019	10	75,550	2029	2019	75,550
New	Fleet	Replacing F088	2019	FORD	F250	Utility Vehicle		2019	12	44,800	2031	2019	44,800
New	UTIL VEH FULL	NO PURCHASE	2019	FORD	EXPEDITION	Utility Vehicle	28,948	2019	12	44,800	2031	2019	44,800

RRFA 2019 FLEET CAPITAL

NEW PURCHASE	BUDGETED PRICE	ACTUAL PRICE	DIFFERENCE
FIRE MARSHALL	28900	28861	-39
PUBLIC EDUCATION	44800	32088	-12712
UTILITY	44800	0	-44800
FLEET MANAGER	44800	41980	-2820
FACILITIES MANAGER	44800	49412	4612
CHIEF CAR	75500	47334	-28166
FDCARES	75500	72452	-3048
Total Price	359100	272,127	86,973

RRFA 2019-2020 SURPLUS

SURPLUSED WITH NEW	TO BE EVALUATED
F086	F108
F088	F066
F083	F080
F429	F082
F434	
F072	
F075	

CURRENTLY IN WORKS

F044
F068
F438



Governing Board Agenda Item

SUBJECT/TITLE: Fire Garage Consortium ILA including Exhibit A, B, and C

STAFF CONTACT: D/C DeSmith

SUMMARY STATEMENT:

Asking for approval of the attached ILA and Exhibits. This ILA will enable the RRFA to receive critical Fleet assistance for emergency vehicles on a 24/7/365 basis as we transition out of the CoR Fleet ILA. The three Exhibits provide language for each agencies fleet mechanics, scope of work, and remote site requirements.

FISCAL IMPACT:

Expenditure \$0 Revenue \$0

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

Have ILA and Exhibits in place for Fire Garage Governing structure, assistance with fleet repair, mechanic scope, and shop requirements.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

Attachment of "Fire Garage Consortium" ILA and Exhibit A, B, and C

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the ILA "Fire Garage Consortium" with Exhibits for Chief Marshall to sign.

Fire Garage Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies.”

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency’s vehicle maintenance needs.
4. The Agencies desire to coordinate and centralize the common vehicle maintenance needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies and to gain the benefit of economies of scale for all participating Agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish an administrative entity under the provisions of RCW 39.34.030(3) to be known as the Fire Garage Consortium “Fire Garage” to implement a cooperative vehicle maintenance division that serves each Agency according to its needs. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **DEFINITIONS.**
 - 2.1. “Apparatus” shall include aerials, pumpers, tenders, aid cars, and support units, or any other fire safety or emergency equipment designated by the parties.
 - 2.2. "Preventative Maintenance and Repair" means those items of work specified by the Apparatus manufacturer as maintenance, preventative maintenance, or scheduled replacement or repairs at the frequencies specified by the manufacturer and as indicated in the scope of work established in **Exhibit B** “Scope of Work.”

3. Governing Structure of the Fire Garage

3.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:

 - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement;
 - (ii) Directing, guiding and overseeing the actions of the Fire Garage Chief.
 - (iii) Communicating with the governing bodies of the Agencies to this Agreement.
- (b) The Administrative Board shall meet a minimum of once a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall work with the Fire Garage Chief to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

3.2. Joint Decision Making

- (a) This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to each Agency's vehicle maintenance needs within the Fire Garage .
- (b) Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief's vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

3.3. Fire Garage Chief

- (a) The Fire Garage Chief shall be an employee of an Agency and shall be appointed by the Administrative Board for a term established by the Administrative Board. The Fire Garage Chief shall be responsible for:
 - (i) Recommending annual goals and objectives to the Administrative Board;
 - (ii) Recommend staffing requirements, job descriptions, and organizational structure of the fire garage
 - (iii) Assist Agencies in developing an annual Preventative Maintenance and Repair and Fire Garage staffing budgets.
 - (iv) Develop, recommend and assist with the procurement of Apparatus as needed to meet the needs of individual Agencies.
 - (v) Performing such other tasks as directed by the Administrative Board.

4. Fire Garage Employees. The Administrative Board shall identify the total number of employees necessary for the operation of the Fire Garage based on the recommendations of the Fire Garage Chief. The Administrative Board may fill such positions by contracting with Agencies for the use of Agency personnel under the terms established in **Exhibit A**.

5. Central Garage Facilities. Puget Sound Regional Fire Authority currently owns a repair facility in a centralized location that the Agencies may use for the Preventative Maintenance and Repair services provided by the Fire Garage. Additional sites may also be used and will be identified in **Exhibit C** as modified from time to time by the Administrative Board.

6. FIRE GARAGE RESPONSIBILITIES.

- 6.1.** The Fire Garage shall be responsible for performing Preventative Maintenance and Repair of Apparatus covered under the terms of this Agreement. On request of an Agency, and provided the Fire Garage has qualified personnel available, the Fire Garage may pick up or deliver Apparatus from or to the requesting agency. Pickup and delivery services shall be billed to the Agency as an Extra Charge at the Fire Garage personnel's regular rates for the time incurred.
- 6.2.** If an Agency does not make the Apparatus available at the frequency required by the equipment manufacturer, the Fire Garage is not responsible or liable for any adverse condition related to Preventative Maintenance or Repair.
- 6.3.** If the parties agree that it is warranted, the Fire Garage staff may place Apparatus out of service for safety reasons and is authorized to keep the Apparatus out of service until safety repairs are properly completed.
- 6.4.** Routine maintenance and repair work will be scheduled during the Fire Garage normal work period, which is 6:30 a.m. to 4:00 p.m., Monday through Friday except for holidays.

- 6.5. With authorization by the Agency, the Fire Garage may provide emergency services, and services, maintenance, repairs and modifications beyond Preventative Maintenance and Repair, if the Fire Garage determines that it has adequate time and resources.

7. AGENCY RESPONSIBILITIES.

- 7.1. The Agency is responsible to ensure that its Apparatus meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
- 7.2. The Agency may directly perform minor maintenance and upkeep on its Apparatus.
- 7.3. The Agency is responsible for delivering its Apparatus to the appropriate Fire Garage work site.
- 7.4. The Agency will not permit work on its Apparatus by other maintenance personnel that are not authorized to perform the work by the manufacturer and Fire Garage maintenance staff.
- 7.5. The Agency is responsible for all outside services not covered by this Agreement, including, without limitation, towing, flat tire repairs, purchase and installation of tires, emission testing and adjustments, and any other outside service not covered by the Fire Garage.
- 7.6. The Agency is responsible for paying the Fire Garage for all services rendered under this Agreement pursuant to the terms of this Agreement.
- 7.7. Agency's to this Agreement may contract with other municipal entities that are not parties to this Agreement with approval of the Fire Garage Chief.

8. Fiscal Arrangements

- 8.1. **Fire Garage Budget Process.** On or before August 15 of each year, the Administrative Board shall review and establish the hourly rate to be charged Agencies and third parties for the Fire Garage Preventative Maintenance and Repair services in the following calendar year. The hourly rate shall be based on the Total Cost of Compensation of all Employees assigned to the Fire Garage including the Fire Garage Chief plus Administrative and Facility Costs as defined below.
 - (a) **Administrative Costs.** Administrative Costs shall be determined by the Administrative Board but may include costs for IT services, finance services, legal services, human resource services and other administrative services necessary to operate the Fire Garage Consortium:
 - (b) **Facility Costs.** Facility Costs shall be determined by the Administrative Board but may include costs of maintaining and operating the Central Garage facility and other sites identified in **Exhibit C** including but not limited to fair market value rent, utilities, tools and equipment necessary to provide the Fire Garage services.

8.2. Agency Financial Responsibility.

- (a) **Fiscal Agent.** The Fiscal Agent shall be an Agency under this Agreement as designated by the Administrative Board. The Fiscal Agent shall be responsible for administering the financial operations of the Fire Garage including but not limited to bill paying, receipt and investment of funds, purchasing decisions, etc.
- (b) **CHARGES FOR PREVENTATIVE MAINTENANCE AND REPAIR.** The Agency will pay the Fire Garage the established hourly rate multiplied by the projected labor hours, plus all applicable Washington State Tax. The annual base charge shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June. The 2019 charge will be paid in twelve monthly installments beginning January 1, 2019. Future annual charges will be paid in twelve equal monthly payments. In addition, the Agency will reimburse the Fire Garage the entire cost of all parts, fluids, and materials used to perform maintenance and repairs on the Apparatus plus all applicable taxes. No surcharges will be added to the parts, fluids, and materials costs. If approved by the Administrative Board, Agencies may also pay on an actual time basis under which the Agency will be billed on a monthly basis at the established hourly rate plus any other charges or costs incurred.
- (c) **EMERGENCY AND EXTRA CHARGES.** Labor for any repairs that are performed at any time other than during the Fire Garage normal work period, as defined in Paragraph 5, shall be billed at the hourly rate plus one-half. The Agency will designate a person to authorize the order of such work. The Agency may designate other persons from time to time if it delivers prior written notice of that designation to the Fire Garage. The Fire Garage will provide a statement of the hours worked and parts used for the apparatus requiring service. Emergency call-out will be charged at the mechanic's overtime rate, for a minimum of 4 hours, portal to portal.
- (d) **Remote Site Credit.** An Agency may receive a credit towards their hourly rate if a qualified Remote Site is established to conduct vehicle maintenance. Qualifications are listed in Exhibit C. Agencies with current remote sites are grandfathered as qualified.
- (e) **Unbudgeted Costs.** In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.

8.3. No Jointly Owned Property. This Agreement is not intended to and shall not create jointly owned property or inventory. In the event an Agency withdraws from this Agreement, the Agency will remain the owner of its own inventory and property.

9. Insurance

- 9.1.** The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the Group with a Certificate of

Liability Insurance or Evidence of Coverage, which the Fire Garage shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

- 9.2.** Any Agency that is operating a repair facility on its premises shall also be required to maintain a Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from its insurer confirmation that the Agency is fully covered for any damage to apparatus being serviced, maintained and repaired in that Agency's repair facility.

10. Indemnification

- 10.1.** Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

- 10.2.** To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

- 10.3.** Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its Employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment

voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. Dispute Resolution.

- 11.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 11.2.** If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 11.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter 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 with both 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 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.
- 11.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any 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.

12. Term/Termination of Agreement

- 12.1.** This agreement shall be effective on January 1, 2019 and shall continue for a term of three (3) years. The Administrative Board may, extend the term of this Agreement for an additional three (3) years on or before June 1, 2021 without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- 12.2.** In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than January 1 of the year prior to the year of the termination . A written notice to renegotiate shall specify the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.
- 12.3.** If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated

entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

- 13.1.** Additional Agencies may join the Fire Garage when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

14. Miscellaneous

- 14.1. Limited Warranty.** The Fire Garage will repair or replace any new parts (except parts not covered by a manufacturer warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and the Fire Garage shall not be liable for any consequential, incidental or commercial damages related to the Preventative Maintenance and Repair work in excess of the costs of the specific repairs. The Fire Garage disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the Preventative Maintenance and Repair work. No warranty, whether expressed or implied, extends beyond 90 days.
- 14.2. Audit.** The Fire Garage shall permit any Agency, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Fire Garage's offices, all of the pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Fire Garage shall permit the Agency to copy any of these books and records upon the Agency's request, subject to payment of the Fire Garage's reasonable costs incurred in making those copies.
- 14.3. No Waiver.** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.
- 14.4. Notices.** 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 via the United States Postal Service, 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.
- 14.5. Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Fire Garage or of the Agency, 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the

same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

14.6. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Fire Garage are not impaired.

14.7. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.8. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

15. Execution. 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.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

**PUGET SOUND REGIONAL FIRE
AUTHORITY**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

**RENTON REGIONAL FIRE
AUTHORITY**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 2**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**VALLEY REGIONAL FIRE
AUTHORITY**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 20**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

ENUMCLAW FIRE

By: _____

DATE: _____

NOTICES TO BE SENT TO:

RIVERSIDE FIRE & RESCUE

By: _____

DATE: _____

NOTICES TO BE SENT TO:

PORT OF SEATTLE

By: _____

DATE: _____

NOTICES TO BE SENT TO:

EXHIBIT A
Fire Garage EMPLOYEES

- 1. Employees.** Each Agency that provides Employees to the Fire Garage, agrees that such Employees shall be provided consistent with the following terms and provisions.
 - 1.1.** The Agency shall remain as the employer of each Agency employee assigned as Employees and shall be responsible for establishing and paying its Employees compensation and benefits.
 - 1.2.** It is understood by the Agencies that the services provided by Fire Garage Employees pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
 - 1.3.** The responsibility for hiring, evaluating, firing and disciplining Assigned Employees shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Employees, but such guidance shall be optional and nonbinding on the Agency seeking guidance.

EXHIBIT B SCOPE OF WORK

This document outlines the services the Fire Garage provides:

- Engine: Will perform service, diagnostics, and repair accessible components that do not require the engine being taken apart. If there are major engine repairs, we will send to an outside repair shop. Engines will not be removed from Apparatus.
- Cooling System: Will service the cooling system and repair as needed. Should a radiator need to be repaired, we will remove and send to an outside vendor.
- Transmissions: Will service, which includes changing filters and fluids. If the transmission is in need of repair, will perform basic diagnostics, and repair if repair work is not major and no removal of the transmission is necessary. If a major repair is needed, an outside vendor will be utilized.
- Transfer case: Will service and perform repairs if needed.
- Pump: Will service and perform maintenance, including annual pump testing, valve rebuilds, control repairs, replacing gauges, rebuilding, fixing and/or replacing primers, and repacking pumps. We will also perform in-frame pump rebuilds.
- Rear Differential: Will service, repair, or replace as necessary.
- Suspension: – Will inspect and repair as necessary.
- Brakes: Will inspect and repair as necessary.
- Electrical: Will service, diagnose, and repair, i.e. chassis, emergency lighting, etc. Internal repairs will not be made to radios.
- Air/Hydraulic Systems: Will service, diagnose, and repair.
- Aerial: UL inspection will take place annually, and repairs will be performed if any deficiencies are found, in order to remain in compliance with the manufacturers' specifications.
- Stationary generators mounted on Apparatus: Will service, diagnose, and repair.
- Wheels and tires: Identification will be made if new tires are needed. Tire replacement is done by outside vendor.
- Body – Will inspect the body and make minor repairs that are accessible. We cannot perform body repair or painting. Any bodywork will be taken to an outside vendor. We also will not replace any windows that are glued in place.
- Trim and Finish: Will replace parts that do not require painting.

- Water Tank: Will repair and replace, if necessary.
- Outfitting of Apparatus: Will perform radio installations and/or small equipment installations, acceptance testing, i.e. electrical load, pump, and road testing.

In addition to the above areas of maintenance, annual weighing will be performed every year to ensure compliance with Washington State Law. If not in compliance, a recommendation will be made of the actions available to bring the Apparatus into compliance.

All of the Apparatus checklists utilized are tailored to a specific Apparatus. Attached are sample copies of checklists we currently use for a Quantum Pumper, Aerial, and Aid Car

EXHIBIT C
REMOTE SITE REQUIREMENTS

- 1. Current remote sites that are actively being used as of January 1, 2019 are grandfathered into the requirements.**
- 2. Remote sites should meet the below requirements to apply for a remote site credit.**
 - **24 hour mechanic access**
 - **Shop phone with direct number**
 - **Secure parts storage**
 - **Sufficient height to lift vehicle with cab raised**
 - **Parking for private vehicle and waiting apparatus.**
 - **Parts delivery access**
 - **Uniform delivery access**
 - **Office/Desk workspace**
 - **Kitchen facility**
 - **Dedicated/Secure shop space**
 - **Concrete with slope and structure to support vehicle lifting operations**
 - **Vehicle lifts**
 - **Oil and lubricant delivery**
 - **Oil and coolant disposal**
 - **Funding for tools required by the Agency specific equipment**