



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

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

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
 - [FDCARES Update](#)
 - Preliminary Budget Presentation
- 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 September 9, 2019](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 9/1/19 – 9/30/19, Payroll 9/1/19 – 9/30/19
- Signing of Vouchers
- Board Committee Reports
- [Chief's Report](#)
- Division Reports
- Correspondence
- Unfinished Business
 - Governing Board Committee Formation
- New Business
 - [King County/RRFA Benefit Charge ILA](#)

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- [Bunker Gear Replacement](#)
- Good of the Order
- Executive Session
 - *Executive Session pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.*
- Future Meetings:
 - Monday, October 23, 2019, 10:00 a.m., Governance Board Special Meeting, Fire Station #13 (18002 108th Ave S.E., Renton)
- Adjournment

Recap of FDCARES Pilot Program and our Accomplishments

Presented in partnership with:



TBI-MED





Pilot Goals

- Provide better patient outcomes
- Reduce number of low-acuity 911 calls
- Improve reliability for the Renton RFA

Better Outcomes



- Relocated patients to more appropriate living situations
- Connected patients to primary care, behavioral health, and social service providers
- Coordinated care with health and social service providers to ensure patient continuity

Low-Acuity Calls



- 2018 – 2019 (CARE14 not I/S)
 - EMS calls increased 5%
 - Y & T calls increased 10.7%
- 2019 – Current (CARE14 I/S)
 - EMS calls increasing 7% (Jan – August)
 - Y & T calls *decreasing* 1.4% (Jan – August)
- Total number of *responses by all RRFA units* to Y & T calls
 - 2017 – 2018: increased 11%
 - 2018 – 2019: increased 13%
 - 2019 – Current: increasing 1.3%
- Percentage of Y & T calls between 2000-0800
 - RRFA – 46%
 - PSRFA – 48%

Reliability



- CARE14 fully staffed since July 1st
 - Stats from July 1st – Sept 30th
 - 154 calls – extrapolates to 616 annual calls
 - 4794 minutes on calls – extrapolates to 19,176 annual minutes
- *That adds up to 320 hours (13 days) of reliability back into the RRFA*

FDCARES for 2020: Thank you for your Support

Presented in partnership with:



TRI-MED



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, September 9, 2019

Fire Station #13 – 18002 108th 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)
Myron Meikle (Fire District 25)
Ed Prince (City of Renton)
Kerry Abercrombie, Vice Chair (Fire District 25)
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Don Persson (City of Renton)
Marcus Morrell (Fire District 25)

Administrative Staff Present:

Chief Rick Marshall, Deputy Chief Chuck DeSmith, Chief Administrative Officer Samantha Babich, Fire Marshal Anjela St. John, Battalion Chief Will Aho, Fleet Manager Brice Callaway, Facilities Manager, Kyle Kauzlarich, Administrative Supervisor Christine Noddings, and Administrative Secretary Rhonda Heyden.

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

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

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Vice Chair Abercrombie to approve the consent agenda for September 9, 2019. **MOTION CARRIED (4-0)**

SIGNING OF VOUCHERS

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The members of the Finance Committee signed the Voucher Approvals for September 9, 2019.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Marshall's report included the following:

- 2020 Budget Workshop: Budget season is in full swing again for all of the Budget Line Item Account Managers. On August 29, approximately twenty-five (25) members attended our annual budget workshop, and RRFA is one step closer to having the final 2020 budget in place. We were pleased to have GB member Kerry Abercrombie in attendance as well as two members from our Citizen Advisory Panel.
- Fleet Shop Retrofit: Deputy Chief DeSmith will have an agenda item today for generator replacement and Fleet shop tenant improvement in the amount of \$205,000. This cost is currently in the budget.
- Salvation Army Advisory Board Meeting: Chief Marshall was asked to attend the Salvation Army Advisory Board meeting on August 26th to discuss a variety of issues related to their involvement in our community. They continue to provide amazing service to those in need and like most non-profits, struggle to make ends meet. Chief Marshall has committed to having RRFA staff and Union support this year for their traditional holiday Kettle Drive. Board members will be given the opportunity to participate!
- FD40: It has been three months since we had our workshop with FD40. As you recall during the workshop, FD40 counsel stated after the executive session that they held, that there were only a couple minor issues that he felt the attorneys could resolve. Chief Marshall reached out to one of their Board members a little over a week ago and met to discuss what he believed was remaining. Chief Marshall learned that there are issues that continue to go far deeper. Brian Snure has reached out to FD40 counsel to see where they stand. Chief Marshall has also learned that FD40 has reached out to PSRFA for assistance with FBC management—something that is welcomed news. We are hopeful that FD40 will now join Puget Sound and Renton in our collaborative FBC process.
- Engineer Testing: We have completed the written testing and are now moving into the practical testing for Engineer. This is a new piece of our contract with L864 and Chief Marshall is immensely proud of the effort that candidates are putting into the process. Chief Marshall is also proud of the work that Jennifer Zinck, DC Gunsolus, and BC Homan have put into this tireless process. Chief Marshall is sure there are others as well, and each deserve recognition.
- Dispatch Services: As mentioned in the past, there has been considerable discussion and concern over a Valley Comm rate change for the RFA. This led Zone 3 Chiefs and Chief Marshall to pursue other options for service. Chief Marshall has meetings scheduled in the coming weeks with both NORCOM and Seattle Fire to explore service and costs. In the meantime, there has been significant progress with Valley Comm on a number of fronts. Chief Marshall is currently working with the Director on getting a service level agreement developed for all their agencies that will better define levels of service and expectations.
- Accreditation: Virtually every agency around Renton either already has worked or is working towards accreditation. In the past couple years, Chief Marshall has grown to appreciate that accreditation is far more than a sticker on the side of a fire truck—it is an

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ongoing evaluation that ensures to our citizens that we are doing what we say and spending their money how we are telling them we are. Our first step is to build a strategic plan. That said, Chief Marshall would like to inform the Board that he will likely be coming to the board mid-year with a request to pursue accreditation.

- Chamber of Commerce Board Position: Chief Marshall has accepted the opportunity to take a position on the Chamber of Commerce Board. This position provides yet another touch-point in our community that is vital to the RFA delivering relevant and effective service to our community.
- New Teacher Breakfast: Chief Marshall was able to attend the Renton School District New Teacher Breakfast held at Renton Technical College. It was exciting to represent the RFA and participate in welcoming all the new teachers to the school district.
- LNI Meeting: Chief Marshall was asked to attend a panel comprised of Washington Fire Chiefs, Washington Council of Fire Fighters, and LNI representatives on September 4th to discuss risk management, injury reduction best practices, and how to incentivize organizations to adopt them. This is a complicated topic that has much work left to do, but the end result will mean lower costs for workplace injury and a safer workplace for our employees.

DEPARTMENT REPORTS

There were no department reports.

CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

Governing Board Committee Formation

At the July 8, 2019 Board Meeting, the Board was in agreement that committees should be created for such things as Finance, Fleet, and Facilities. At the August meeting, it was decided that there will be two committees, one being Budget/Finance and the other being Operations and Capital. Each committee shall consist of at least one City of Renton Board Member and one District 25 Board member. The committees will meet on the 4th Monday of each month, beginning October 28th, 2019.

After further discussion to decide who should be on the committees, it was decided that the Chief will send an email to the Board Members to request their 1st and 2nd choices and then will meet with the Board Chair to make the final decision on who will serve on the committees.

No further action was taken.

NEW BUSINESS

Establish Public Hearing Dates

In order to meet the required deadlines for filing property tax levy and FBC information with the County, we are proposing two special meetings in order to hold a public hearing and to adopt a final levy amount.

Here are the proposed actions to be taken: 10/01/2019 – Publish special meetings as required, 10/14/2019 – Regular Governance Board Meeting, 10/23/2019 – Special Meeting – Public Hearing

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on A/V Levy (RCW 84.55.120) and Public Hearing on FBC (RCW 52.26.230), 11/12/2019 – Special Meeting – Adopt Levy (RCW 84.52.070), Adopt FBC (RCW 52.260.230), and Adopt Preliminary Budget, 11/13/2019 – Certify Levy to Assessor.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Meikle to hold a Special Meeting on 10/23/2019 at 10:00 a.m. at Renton RFA Station 13 for the purpose of holding public hearings regarding the Levy and the Fire Benefit Charge and a second Special Meeting on 11/12/2019 at 10:00 a.m. at Renton RFA Station 13 for the purpose of adopting the preliminary 2020 budget and setting both the levy and FBC. **MOTION CARRIED (4-0)**

Station 11 Generator Replacement and Fleet Shop Improvements

We would like to contract with Broderick Architects and Alegis Construction Inc. to replace the emergency generator at FS11 and build-out the RRFA Fleet Shop. The City of Renton will contribute \$87,000.00 towards the emergency generator from past capital replacement, and the RRFA Fleet Shop build-out will ready the shop to work by January, 2020. By combining the two projects, we were able to save \$100,000.00 in engineering and construction fees.

Both projects will begin in late October, and be completed by the end of the year. The CoR funds were from combined capital projects in 2015, and fits within the McKinstry Facility Assessment for FS11. The RRFA Fleet Shop build-out meets/exceeds the standards for shop credit in the Fleet Consortium ILA, and provides regional assistance to Zone 3 fire departments.

The Board requested a copy of the addendum referenced in the contract. Deputy Chief Chuck DeSmith will provide them with an electronic copy.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Prince to approve the Alegis Inc. contract proposal and authorize the Fire Chief to sign, with the stipulation that the Board receives the rest of the information referenced in the contract and have had the chance to review and respond back, if necessary. **MOTION CARRIED (4-0)**

GOOD OF THE ORDER

The Station 13 tour was provided after the conclusion of the meeting.

EXECUTIVE SESSION

- *Executive Session pursuant to RCW 42.30.110(i), To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.*

Executive Session was called at 10:51 a.m. for 10 minutes. The meeting reconvened at 11:01 a.m.

FUTURE MEETINGS

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

ADJOURNMENT

The meeting was adjourned at 11:01 a.m.

Armondo Pavone, Board Chair

Linda Mann, Administrative Secretary

VOUCHER APPROVAL FOR OCTOBER 14TH, 2019 MEETING

AUDITING OFFICER CERTIFICATION

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

Auditing Officer: _____

Rick Marshall, Fire Chief

AUDIT COMMITTEE

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

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$1,484,411.00, payroll vouchers and direct deposits totaling \$1,155,058.83

A/P VOUCHERS	Payment Date	Numbers	Amount
Checks	09/01/2019 - 09/30/2019	11351-11427	\$694,829.07
EFTs	09/01/2019 - 09/30/2019		\$243,410.19
Bank Drafts	09/01/2019 - 09/30/2019		\$546,171.74
TOTAL A/P			\$1,484,411.00
		No. of Vouchers	Amount
PAYROLL VOUCHERS			
Direct Deposits	10/10/2019	174	\$597,783.62
Payroll Checks	10/10/2019	0	\$0.00
Direct Deposits	9/25/2019	178	\$557,275.21
Payroll Checks	9/25/2019	0	\$0.00
TOTAL PAYROLL		352	\$1,155,058.83
TOTAL CLAIMS			\$2,639,469.83

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: October 14, 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: Rick Marshall, Fire Chief

SUBJECT: **Renton Regional Fire Authority Chief's Report**

1. Washington Fire Administrative Support (WFAS) Conference

Every year, administrative professionals from all over Washington state come together to grow, inspire and celebrate successes in Fire Administration. This year's theme was the "Great Outdoors" with a focus on how to "Keep Learning: Blaze Your Trail," and I attended with Sheila Madsen and Christine Noddings from our administrative team. I'd like to personally thank Sheila for her time and dedication on the WFAS board the past two years, and highlight her well-deserved nomination she received at the conference for "Administrative Support Professional of the Year."



2. Spanish Language CPR and First Aid Classes

Renton RFA has worked strategically since its inception to create a workforce capable of connecting with the community through public service on a deeper level. One of the organization's newer members, Firefighter Hector Luevano, joined the CPR program in early 2019 as an instructor. When a nearby company reached out to the CPR program administration seeking WISHA and OSHA approved CPR and First Aid training for its employees, Renton RFA was prepared. Fluent in Spanish, Hector volunteered to conduct the class and translate the curriculum and visual aids to ensure that the learning environment remained clear and effective, completing the first-ever fully Spanish language CPR/First Aid class.

3. Executive Leadership Academy

The Seattle Fire Department in conjunction with the University of Washington Foster School Of Business has started an Executive Leadership Academy for fire service executive training. DC Roy Gunsolus has been accepted in the program along with fire service executives from throughout King County. For his team project I have recommended that they reach out to their respective elected officials for input. He will be working with the Board Chair to see who would be interested.

4. New Firefighters

We have made conditional job offers to 5 new firefighters. They will start the academy in January. We are finally approaching our optimal staffing number of 142 line firefighters, but there are also several retirements likely happening next year.

5. Purchases

Per policy, I am notifying the Board of the following purchases:

- Nederman Exhaust System for Fleet Tenant Improvement – \$43,554.59
- SeaWestern New Recruit PPE Fall 2019 – \$43,564.62



Governing Board Agenda Item

SUBJECT/TITLE: King County / RRFA Benefit Charge ILA

STAFF CONTACT: Marshall

SUMMARY STATEMENT:

Fire districts in King County have been in negotiations with King County regarding County structures and benefit charge exemption. This has led to the development of an ILA covering identified parcels and the charge for protection.

FISCAL IMPACT:

Expenditure _____ Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

Staff has worked with our attorney, King County and other fire districts to develop the attached ILA. We are currently working on validating the addendum listing parcels and revenue. We are asking for approval of the ILA pending agreement on the addendum attached.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

King County / RRFA ILA

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the ILA between King County and the RRFA and authorize the Fire Chief to sign on behalf of the Board, pending finalization of the property addendum.

**INTERLOCAL AGREEMENT
FOR FIRE PROTECTION SERVICES TO THE COUNTY
PROPERTIES**

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Renton Regional Fire Authority a municipal corporation of the State of Washington, hereinafter referred to as the "Agency." The County and Agency also may be collectively referred to as the "Parties" and individually as "Party."

WHEREAS, this Agreement is entered into by the County and the Agency pursuant to RCW 52.30.020 and Chapter 39.34, RCW; and

WHEREAS, the Agency provides fire protection services to county personnel and county owned buildings and equipment within the boundaries of the Agency; and

WHEREAS, the County wishes to compensate the Agency for such services; and

WHEREAS, RCW 52.30.020 does not require the Parties to contract for emergency medical services the Agency provides to third parties; and

WHEREAS, the Parties have negotiated this Agreement in good faith.

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

1. Purpose and Scope of Agreement

This Agreement is intended to comply with the requirement of RCW 52.30.020 that the Parties contract for fire protection services and is limited to the fire protection services provided to County owned buildings and equipment, except those leased to a nontax exempt person or organization and except any tax title properties. ("County Properties"). This Agreement establishes the methodology and timing for payments to be made by the County for fire protection services covered under this Agreement.

The scope does not include fire protection services for land owned by the County because a contract for the protection of land is not required by RCW 52.30.020.

2. Duration of Agreement

This Agreement shall commence on January 1, 2019 (the "Commencement Date") and shall remain in effect until terminated in accordance with the terms and conditions contained herein.

3. Termination

- 3.1 This Agreement shall automatically terminate upon the effective date of any bill that eliminates the state law requirement that the Parties contract for fire protection services.
- 3.2 Either Party may terminate this Agreement upon six months' written notice to the other Party.
- 3.3 Either Party may terminate this Agreement upon a material breach of the Agreement. A "Material Breach" shall be defined as either (1) the Agency's failure to provide services at the level specified in Section 4; (2) the County's failure to pay the contract payments specified in Section 5; or 3) any other failure of a Party to perform an obligation required by this Agreement. Either Party may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party; provided, however, that the non-breaching Party shall provide the breaching Party with written notice which sets forth the alleged Material Breach(es) and states a reasonable time to cure the breach (not to exceed sixty (60) days), the "Cure period." In the event that the breaching Party fails to cure such Material Breaches during the Cure Period, then this Agreement shall automatically terminate without further action.
- 3.4 Upon the effective date of the termination, the County shall not be obligated to make any additional payments to the Agency.

4. Services Provided

During the term of this Agreement, the Agency agrees to provide all fire protection services to County owned buildings and equipment necessary for the protection and safety of personnel and property as required by RCW 52.30.020 ("Services"). The Services will be provided to properties identified in Exhibit A to this Agreement ("County Properties"). Exhibit A shall be automatically amended annually after the annual tax roll certification to add or delete properties consistent with this Agreement as properties are acquired or disposed of by the County. Services shall be provided on the same basis as services are available to other property within the Agency. Annually an amended Exhibit A shall be sent to the Agency.

5. Cost of Services and Payments

In consideration of the services provided by the Agency, beginning in the year 2019, the County shall annually pay the Agency for the Services. The annual amount shall be calculated by multiplying the most recent assessed valuation of improvements on County Properties as identified in Exhibit A by the Agency's levy rate for the year, as determined by the King County Assessor. During the performance of this Agreement, such assessed valuations shall be made by the King County Assessor at least annually to ensure parity between taxpayer and

County-owned property values. Payment by the County shall be made annually on or before June 1.

6. Organization

The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

The Agency shall have the sole discretion and the obligation to determine the exact method by which the Services described in Section 4 above are provided to the County Properties, provided such services are provided on the same basis as services are available to other property within the Agency.

No new or separate legal or administrative agency is created by this Agreement.

7. Indemnification

7.1 The Agency shall defend, indemnify, and hold the County and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death or damage to property arising out of or in any way resulting from any act or omission of the Agency, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the County, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency; and provided further that nothing herein shall require the Agency to hold harmless or defend the County from any claims arising from the sole negligence of the County, its officers, officials, employees, volunteers, and agents. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

7.2 The County shall defend, indemnify, and hold the Agency and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death, or damage to property arising out of or in any way resulting from any act or omission of the County, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Agency, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further that nothing herein shall require the County to hold

harmless or defend the Agency from any claims arising from the sole negligence of the Agency, its officers, officials, employees, volunteers, and agents. No liability shall attach to the Agency by reason of entering into this Agreement except as expressly provided herein.

- 7.3 Solely for purposes of enforcing the indemnification obligations of a Party under this Section 7, each Party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section 7 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the Indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

8. Insurance

The Agency shall obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of General Liability - \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit; (ii) a minimum umbrella coverage of \$6,000,000 each occurrence and \$10,000,000 annual aggregate; (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (iv) Automobile Liability- \$1,000,000 combined single limit per accident for bodily injury and property damage; and (v) Workers' Compensation - statutory requirements of the state of residence and employer's liability or stop gap coverage of \$1,000,000 per occurrence, each placed with a reputable and financially strong insurance carrier with an A-rating or better. The policy (ies) shall provide that such policy (ies) shall not be terminated or reduced without thirty (30) days prior notice to the County. Upon request by the County, the Agency will provide a certificate of insurance to the County evidencing the aforementioned coverage.

9. No Third Party Liability and Public Duty Doctrine

This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

10. Nondiscrimination

- 10.1 Employment. The Agency agrees not to discriminate against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply without

limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

10.2 Services and Activities. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by the County and may result in ineligibility for future County agreements.

10.3 Other Non-Discrimination Laws. The Agency shall also comply with all applicable anti-discrimination laws or requirements of any and all applicable jurisdictions.

11. Compliance with Laws and Regulations

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

12. Notices

Any notice required to be given by either Party to the other pursuant to any provision of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally, sent by nationally recognized overnight delivery service or sent via United States Mail addressed to the following:

To Agency: Renton Regional Fire Authority
18002 108th Ave S.E.
Renton, WA 98055

With a Copy to: Snure Law Office, PSC
Attn: Brian Snure
627 S. 227th St.
Des Moines, WA 98198

To County: King County
Finance Director
401 Fifth Avenue, Suite 300
Seattle, WA 98104
Attn: Ken Guy

With a Copy to:

King County Prosecutor's
Office King County
Courthouse - W400 516
Third Avenue
Seattle, WA 98104
Attn: Peggy Pahl
Sr. Deputy Prosecuting
Attorney Fax: (206) 296-0191

or, to such other person or address as is hereafter designated in writing by either Party to the other. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three (3) business days after mailing. All other notices shall be deemed complete upon actual receipt or refusal to accept delivery.

13. Dispute Resolution

The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party shall designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the Parties cannot agree on one of the mediators from the combined list within five (5) days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either Party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a precondition to the exercise of such right to terminate.

14. Assignment

The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other Party.

15. Approval

This Agreement is expressly conditioned upon and subject to the written approval of the authorized representatives of the County and by ordinance of the County Council and by resolution of the Agency's legislative body and shall not be binding unless

and until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed, in the same manner, by both Parties.

16. General Provisions

- 16.1 All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the Parties hereto.
 - 16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County Washington.
 - 16.3 The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
 - 16.4 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the County shall have the right to terminate the Agreement for cause.
 - 16.5 This Agreement constitutes the entire agreement between the Parties for the purpose set forth in paragraph 1. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.
 - 16.6 The Agency shall ensure that copy of this Agreement is filed with the King County Recorder's Office.
 - 16.7 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.
 - 16.8 The failure of either Party to insist upon strict performance of this Agreement shall not impact that Party's right to insist upon strict performance at a later time.
-

17. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

18. Benefit Charge Collection

The County agrees that this Agreement shall not exempt County owned properties from statutory benefit charges under RCW 52.18.020 and RCW 52.26.190. The County expressly agrees that the Agency may impose and collect statutory benefit charges on County owned properties in accordance with the law, provided, however, the County shall not be required to make payments under this Agreement for any parcel of property for which the County pays a benefit charge.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the latter date of signature below.

Renton Regional Fire Authority

Rick Marshall, Fire Chief

DATE: _____

Approved as to form:

By: _____

Brian Snure, Legal Counsel

KING COUNTY

By: _____

Print Name

TITLE: _____

DATE: _____

Approved as to form:

By: _____

Attorney for the County

Exhibit A: King County Owned Parcels
Appraised Improved Values Only
Cost Calculation: Appraised Value / 1,000 x Levy Rate

FIRE 63 RENTON REG FIRE AUTH

TAXPAYER NAME	DATE: 05/23/18	AGENCY NAME	ACCOUNT NUMBER	FIRE DISTRICT	LEVY	IMPR APPR VAL	2018 RATE	COST: IMPROV	DESCRIPTION	CATEGORY
KING COUNTY-ROADS		KING COUNTY-ROADS	162305-9133-01	FIRE 63 RENTON REG FIRE AUTH	2100	77,600	0.91746	71.19	RENTON TRANSFER STATION	OTHER DEVELOPED
KING COUNTY-TRANSIT		KING COUNTY-TRANSIT	192305-9032-00	FIRE 63 RENTON REG FIRE AUTH	2100	200,000	0.91746	183.49		
KING COUNTY - RFMS		KING COUNTY-WLRD	232305-9212-06	FIRE 63 RENTON REG FIRE AUTH	6530	146,000	0.91746	133.95	Cedar River	FLOOD CONTROL
KING COUNTY - RFMS		KING COUNTY-WLRD	232305-9213-05	FIRE 63 RENTON REG FIRE AUTH	6530	204,000	0.91746	187.16	Cedar River	FLOOD CONTROL
KING COUNTY-WASTE WATER		KING COUNTY-WASTE WATER	242304-9006-06	FIRE 63 RENTON REG FIRE AUTH	2100	47,846,000	0.91746	43,896.79	RENTON TREATMENT PLANT	TREATMENT PLANT
KING COUNTY-WASTE WATER		KING COUNTY-WASTE WATER	242304-9010-00	FIRE 63 RENTON REG FIRE AUTH	2100	2,221,300	0.91746	2,037.95	RENTON TREATMENT PLANT	TREATMENT PLANT
KING COUNTY-WASTE WATER		KING COUNTY-WASTE WATER	242304-9094-09	FIRE 63 RENTON REG FIRE AUTH	2100	630,800	0.91746	578.73	RENTON TREATMENT PLANT	TREATMENT PLANT
KING COUNTY-WASTE WATER		KING COUNTY-WASTE WATER	242304-9097-06	FIRE 63 RENTON REG FIRE AUTH	2100	330,000	0.91746	302.76	RENTON TREATMENT PLANT	TREATMENT PLANT
KING COUNTY-WASTE WATER		KING COUNTY-WASTE WATER	242304-9114-05	FIRE 63 RENTON REG FIRE AUTH	2100	16,000	0.91746	14.68	RENTON EFFLUENT TRANSFER	TREATMENT PLANT
KING COUNTY-PARKS		KING COUNTY-PARKS	312405-9004-07	FIRE 63 RENTON REG FIRE AUTH	2100	74,000	0.91746	67.89	EASTSIDE RAIL CORRIDOR	PEDESTRIAN TRAIL/PATH
KING COUNTY-PARKS		KING COUNTY-PARKS	332305-9057-02	FIRE 63 RENTON REG FIRE AUTH	2172	1,000	0.91746	0.92	BOULEVARD LANE PARK	PARK SITE
KING COUNTY-PARKS		KING COUNTY-PARKS	332305-9073-02	FIRE 63 RENTON REG FIRE AUTH	2128	1,000	0.91746	0.92	SOOS CREEK TRAIL	OPEN SPACE
KING COUNTY-FMD FACILITIES		KING COUNTY-FMD	334040-7100-09	FIRE 63 RENTON REG FIRE AUTH	2100	10,366,400	0.91746	9,510.76	HILLMANS EARLINGTON GARDENS	BUILDING SITE
KING COUNTY-WLRD RFMS		KING COUNTY-WLRD	377920-0090-00	FIRE 63 RENTON REG FIRE AUTH	2100	45,400	0.91746	41.65		
KING COUNTY-FMD FACILITIES		KING COUNTY-FMD	918800-0146-00	FIRE 63 RENTON REG FIRE AUTH	2100	6,817,300	0.91746	6,254.60	BLACK RIVER / 3-1998-001	BUILDING SITE

Fire District	# Parcels	COST: IMPROV
FIRE 63 RENTON REG FIRE AUTH	15	63,283.45
Grand Total	15	63,283.45



Governing Board Agenda Item

SUBJECT/TITLE: Bunker Gear Replacement

STAFF CONTACT: DeSmith

SUMMARY STATEMENT:

Firefighter protective clothing (Bunker Gear) has a life-span of ten years. Each year we budget for the replacement of expired gear within an established replacement cycle. This expense is within the 2019 budget.

FISCAL IMPACT:

Expenditure \$52,846.90 Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Identify gear due for replacement and submit request for new gear purchase.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

N/A

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the replacement of identified bunker gear and to authorize its purchase by Logistics.

SeaWestern, Inc
P.O. Box 51,
Kirkland, WA 98083



Quote

Phone: 425-821-5858
Fax: 425-823-0636
Email: Info@seawestern.com
www.seawestern.com

Bill To

RENTON REGIONAL FIRE
AUTHORITY
18002 - 108TH AVE SE
RENTON WA 98055
United States

Ship To

RENTON REGIONAL FIRE
AUTHORITY
8320 S 208TH ST, SUITE H110
RENTON WA 98055
United States

Date	10/07/2019
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Customer No.	10658
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Quote No.	QUO559
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Sales Rep	
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Adrian Parker

Customer Contact	Delivery	FOB

Qty	Unit	Part Number	Description	Unit Price	Extended Price
20	EA	LN Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with PBI MAX Outershell, 32" Length, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Black Fusion Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x 10" Full Below Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	1,312.50	26,250.00
20	EA	PBI Max Black	Upgrade Outershell to Black PBI MAX	56.65	1,133.00
20	EA	C7 - Traditional	Upgrade Liner to C7 Center Cut Thermal Liner	46.35	927.00
20	EA	CR236Z-CLF221Z-CC 710Z	Collar Wristlet Zipper Liner Attachment	17.45	349.00
20	EA	LN Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with PBI MAX Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2" Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment	891.20	17,824.00
20	EA	C7 - Traditional-Pant	Upgrade Liner to C7 Center Cut Thermal Liner	38.65	773.00
20	EA	PBI Max	Upgrade Outershell to Black PBI Matrix or Black PBI MAX	31.15	623.00
20	EA	Zipper Liner	Zipper Liner Attachment	9.00	180.00

Subtotal	48,059.00
Tax (WA_RENTON 10.0%)	4,805.90
Total	\$52,864.90

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable*



P.O. Box 51, Kirkland, Washington 98083
Phone (425) 821-5858 / Fax (425) 823-0636 / Toll Free 1-800-327-5312
www.seawestern.com / E-mail: info@seawestern.com

RENTON

V-FORCE SPECIFICATION

V-FORCE COAT FEATURES:

1. ISODRI System, PBI/Kevlar MAX 7oz **Black** Outer Shell.
2. ***Center Cut Thermal Liner***
3. Lime / Yellow 3" Ventilated Scotchlite Triple Trim, in New York City Pattern With Two Rows of Stitching.
4. Black Fusion Material Reinforcement on Cuffs.
5. ***Over-the-Thumb Wristlets***.
6. V-Notch Elbow Design with PBI/Kevlar Reinforcement.
7. Bi Swing Back Design.
8. Extra Layer of Thermal Liner in Back Yoke of Liner, for added Thermal Protection in Compression Area of SCBA.
9. Shoulder Reinforced with Extra Layer of PBI/Kevlar.
10. Velcro Storm Flap with Zipper inside.
11. Contoured Collar with Throat Tab with Velcro Closure.
12. Zip in Liner Attachment for Reduced Bulk and Easy Orientation.
13. 6" x 10" x 2" Full Bellows Pockets with Kevlar Twill Reinforcement on the Inside. Radio Pocket, **4 1/2" x 9" x 2 3/4" Located on Left Chest tilted 10 degrees to left.** Model RP842
14. Self Material Mic Tab Located Above the Radio Pocket on Left Side.
15. Flashlight Assembly Located on Right Chest, Downwards Facing Dee Hook and Self Material Utility Strap with Velcro Closure.
16. Self Material Mic Tab Located Above Flashlight Assembly on Right Side.
17. No lettering on back yoke of coat.
18. Double Wide Self Material "Hanging" Name Plate with Velcro Attachment and Snaps, with 2" Yellow Letters, "RENTON FIRE" First Line "LAST NAME" second line. If no name is listed, provide hanging nameplate with no letters.
19. American Flag on Right Shoulder, with Stars in Upper Right Corner of the Flag.
20. Drag Rescue Device Installed Into Shoulders of Coat.
21. **Zippers at Collar and Cuff in Lieu of Velcro**



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Phone (425) 821-5858 / Fax (425) 823-0636 / Toll Free 1-800-327-5312
www.seawestern.com / E-mail: info@seawestern.com

RENTON

V-FORCE SPECIFICATION

V-FORCE PANT FEATURES:

1. ISODRI System, PBI/Kevlar MAX 7oz **Black** Outer Shell.
2. ***Center Cut Thermal Liner***
3. Lime / Yellow 3" Ventilated Scotchlite Triple Trim, in New York City Pattern With Two Rows of Stitching.
4. 2" Kevlar Belt System with Three Belt Loops.
5. Internal Zipper with Velcro Closure.
6. Snap in Liner Attachment for Reduced Bulk and Easy Orientation.
7. V-Notch Knee, 7" x 10" Knee with 2" Radial Bellows for Improved Mobility with a 7" x 10" Black Arashield Reinforcement Patch with a layer of Lite and Dry Padding under Outer Shell for Added Padding.
8. Extra Layer of Lite and Dry Padding in Knees.
9. 9" x 10" x 2" Full Bellows Pocket with Kevlar Twill Lining on the Inside, Black Arashield on Outside, Located on the Left Thigh.
10. 9" x 10" x 2" Full Bellows Pocket with Integrated "Tool" Pocket and Kevlar Twill Lining on the Inside, Black Arashield on Outside, Located on the Right Thigh.
11. Self Material Suspender Attachments, with Leather Reinforcement and Snap Attachment.
12. ***Zippers at Thermal Liner Interface by Fly in Lieu of Velcro***
13. Quick-Adjust Suspenders with Padded Shoulders and Parachute Adjustments with Self Material Attachments and Yellow Reflective Trim on Shoulder Pads.