



# RFA GOVERNANCE BOARD SPECIAL MEETING

## AGENDA

10:00 A.M. – Tuesday, November 12, 2019  
Fire Station #13 – 18002 108<sup>th</sup> Ave. S.E., Renton

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
- 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 October 14, 2019](#) Regular Meeting
  - Approval of [Minutes from the October 23, 2019](#) Special Meeting
  - Approval of [Vouchers](#): AP Check Register 10/1/19 – 10/15/19, Payroll 10/1/19 - 10/15/19
- Signing of Vouchers
- Board Committee Reports
- [Chiefs Report](#)
- Division Reports
  - Administration Update
  - Support Services Update
- Correspondence
- Unfinished Business
- New Business
  - [Resolution 2019-4: Property Tax 2020](#)

## GOVERNANCE BOARD SPECIAL MEETING AGENDA

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- [Resolution 2019-5: Certifying Property Tax Levy and Adopting an Operating Budget for the FY 2020](#)
- [Resolution 2019-6: Benefit Charge 2020](#)
- [Resolution 2019-7: Establishing Regular Meeting Schedule](#)
- [2020 PSRFA/RRFA FD CARES ILA](#)
- [AFSCME Local 2170 Collective Bargaining Agreement](#)
- [PSERN End User Agreement](#)
  
- Good of the Order
  
- Executive Session
  
- Future Meetings:
  - Monday, November 25, 2019, 10:00 a.m., Operations and Capital Committee Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton)
  - Monday, November 25, 2019, 10:30 a.m., Budget and Finance Committee Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton)
  - Monday, December 9, 2019, 10:00 a.m., Governance Board Regular Meeting, City Hall, 7<sup>th</sup> Floor Council Chambers (1055 South Grady Way, Renton)
  
- Adjournment



**Renton Regional Fire Authority**

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

**MINUTES**

**RFA Governance Board Regular Meeting**

**10:00 A.M. – Monday, October 14, 2019**

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

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**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)  
Ed Prince (City of Renton)  
Myron Meikle (Fire District 25)  
Don Persson (City of Renton)  
Marcus Morrell (Fire District 25)

**Governance Board Members Not Present:**

Kerry Abercrombie, Vice Chair (Fire District 25)  
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

**Administrative Staff Present:**

Chief Rick Marshall, Deputy Chief Roy Gunsolus, Deputy Chief Chuck DeSmith, Fire Marshal Anjela Barton, Battalion Chiefs Rick Myking, and Will Aho, Lieutenant Rick Laycock, Facilities Manager Kyle Kauzlarich, Fleet Manager Brice Callaway, Administrative Supervisor Christine Noddings, and Administrative Secretary Linda Mann.

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

**AGENDA MODIFICATIONS**

Move Executive Session to before public comments. Move Announcements, Proclamations, and Presentations to after New Business.

**EXECUTIVE SESSION**

*Executive Session pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.*

Executive Session was called at 10:01 a.m. for 15 minutes. The meeting reconvened at 11:17 a.m.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

## **GOVERNANCE BOARD REGULAR MEETING MINUTES**

**October 14, 2019**

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A **MOTION** was made by Board Member Persson and **SECONDED** by Board Member Prince to approve the consent agenda for October 14, 2019. **MOTION CARRIED (5-0)**

### **SIGNING OF VOUCHERS**

The members of the Finance Committee signed the Voucher Approvals for October 14, 2019.

### **BOARD COMMITTEE REPORTS**

There were no Board Committee reports.

### **CHIEF'S REPORT**

Chief Marshall's report included the following:

- 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. Chief Marshall attended with Sheila Madsen and Christine Noddings from our administrative team. Chief Marshall would 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."
- 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.
- 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 Chief Marshall has 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.
- 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.
- Purchases: Per policy, Chief Marshall is notifying the Board of the following purchases: Nederman Exhaust System for Fleet Tenant Improvement (\$43,554.59), and SeaWestern new Recruit PPE Fall 2019 (\$43,564.62).

### **DEPARTMENT REPORTS**

There were no department reports.

### **CORRESPONDENCE**

There was no correspondence.

## GOVERNANCE BOARD REGULAR MEETING MINUTES

October 14, 2019

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### 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.

It was decided that the committees will meet on the 4<sup>th</sup> Monday of each month, beginning October 28<sup>th</sup>, 2019. The Operations and Capital Committee will consist of Board Members Prince, Abercrombie, and Meikle. The Budget and Finance Committee will consist of Board Members Pavone, Persson, and Morrell. All meetings will be announced publicly and citizens are welcome to attend.

No action was taken.

### NEW BUSINESS

#### King County/RRFA Benefit Charge ILA

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.

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.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Persson 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. **MOTION CARRIED (5-0)**

#### Bunker Gear Replacement

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.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Meikle to approve the replacement of identified bunker gear and to authorize its purchase by Logistics. **MOTION CARRIED (5-0)**

### ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

#### FDCARES Update

Battalion Chief Rick Myking presented an update on the FDCARES pilot program. Some highlights included the following:

- 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.

## **GOVERNANCE BOARD REGULAR MEETING MINUTES**

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### **Preliminary Budget Presentation**

Chief Marshall presented the preliminary 2020 budget to the Board. A summary of the budget included:

- Total revenue of \$42,410,931, which consists of property tax, fire benefit charge, FD 40 contract, EMS levy, permits and fees, and other revenues.
- Total expenditures of \$42,410,931, which consists of salaries and wages, payroll tax and benefits, supplies, small tools, furnishings, appliances, professional services, communication, travel, training, repair and maintenance, insurance/tax, misc. services, utilities, operating rentals, intergov services, debt service, and transfers out.

### **GOOD OF THE ORDER**

There was no good of the order.

### **FUTURE MEETINGS**

The next meeting is scheduled for Wednesday, October 23, 2019, 10:00 a.m. at Fire Station #13 (18002 108<sup>th</sup> Ave S.E., Renton).

### **ADJOURNMENT**

The meeting was adjourned at 11:45 a.m.

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Armondo Pavone, Board Chair

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Linda Mann, Administrative Secretary



**Renton Regional Fire Authority**

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

**MINUTES**

**RFA Governance Board Special Meeting**

**10:00 A.M. – Wednesday, October 23, 2019**

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

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**CALL TO ORDER AND FLAG SALUTE**

Governance Board Chair Pavone called the Regular Meeting to order at 10:03 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)  
Don Persson (City of Renton)

**Governance Board Members Not Present:**

Marcus Morrell (Fire District 25)  
Ed Prince (City of Renton)  
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

**Administrative Staff Present:**

Chief Rick Marshall, Deputy Chief Roy Gunsolus, Deputy Chief Chuck DeSmith, Chief Administrative Officer Samantha Babich, and Administrative Secretary Linda Mann.

**Public Present:**

Jennifer Zhou

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

**PUBLIC HEARING ON REVENUE SOURCES, 2020 PROPOSED EXPENSE BUDGET, PROPERTY TAX, AND BENEFIT CHARGE**

The Public Hearing was opened at 10:04 a.m. by Board Chair Pavone.

- Fire Chief Marshall gave an overview of the 2020 proposed budget, stating that it supports new RRFA IT, Fleet, and Facilities Service Sections, provides for strategic planning and accreditation, adds a new Health and Safety Deputy Chief position, and provides funding of capital reserves.
- The proposed 2020 Balanced Budget is \$42,410,931.
- The RFA's funding system is made up of both Property Taxes (based on AV) and the Benefit Charge (based on property size, use, and risk.)
- The benefit charge can't exceed 60% of the operating budget (RCW 52.26.180 (1)).
- The preliminary 2020 Renton RFA benefit charge is 39.7% of the preliminary operating budget, which represents nearly a 3% decrease from 2019.

## **GOVERNANCE BOARD REGULAR MEETING MINUTES**

**October 23, 2019**

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There was no public comment so the public hearing was closed at 10:27 a.m.

### **FUTURE MEETINGS**

- Monday, October 28, 2019, 10:00 a.m., Operations and Capital Committee Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton)
- Monday, October 28, 2019, 10:30 a.m., Budget and Finance Committee Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton)

### **ADJOURNMENT**

The meeting was adjourned at 10:28 a.m.

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Armondo Pavone, Board Chair

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Linda Mann, Administrative Secretary



## VOUCHER APPROVAL FOR NOVEMBER 12<sup>TH</sup>, 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 \$704,052.76, payroll vouchers and direct deposits totaling \$547,483.21

| <b>A/P VOUCHERS</b>     | <b>Payment Date</b>     | <b>Numbers</b>         | <b>Amount</b>         |
|-------------------------|-------------------------|------------------------|-----------------------|
| Checks                  | 10/01/2019 - 10/15/2019 | 11428-11470            | \$133,188.88          |
| EFTs                    | 10/01/2019 - 10/15/2019 |                        | \$126,647.48          |
| Bank Drafts             | 10/01/2019 - 10/15/2019 |                        | \$444,216.40          |
| <b>TOTAL A/P</b>        |                         |                        | <b>\$704,052.76</b>   |
|                         |                         |                        |                       |
| <b>PAYROLL VOUCHERS</b> |                         | <b>No. of Vouchers</b> | <b>Amount</b>         |
| Direct Deposits         | 10/25/2019              | 173                    | \$547,365.33          |
| Payroll Checks          | 10/25/2019              | 1                      | \$117.88              |
| <b>TOTAL PAYROLL</b>    |                         | <b>174</b>             | <b>\$547,483.21</b>   |
|                         |                         |                        |                       |
| <b>TOTAL CLAIMS</b>     |                         |                        | <b>\$1,251,535.97</b> |

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

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Armondo Pavone, Chairperson



## RENTON REGIONAL FIRE AUTHORITY

# M E M O R A N D U M

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**DATE:** November 12, 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**

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**1. Report on Process for Setting Annual Benefit Charge**

A report of the process for setting this year's benefit charge is included in this meeting's packet.

**2. Partners for Equity Breakfast**

On October 23<sup>rd</sup>, I attended this inspirational event to learn about how *Communities in Schools of Renton* help to remove barriers and create opportunities for students directly inside ten schools in Renton and Tukwila. The organization's work is guided by its three core values (Equity, Opportunity and Collaboration) to connect kids to caring adults and community resources designed to empower students to stay in school and realize their potential. Renton RFA is dedicated to the education of our community's youth, and I look forward to attending more of these events to give back to our community.

**3. Meeting with Renton Police Chief**

One of the most important opportunities I have is to meet with Renton's Police Chief, Ed VanValey. Renton enjoys a supportive and collaborative relationship between its two public safety entities, which is unique. We met this month to continue conversation regarding collaborative training and policy to ensure that our community gets a unified and effective team to protect and serve.

**4. King County Fire Chief's Association Nomination**

I have been nominated to take over in 2020 as the Treasurer for KCFA. I look forward to continuing my commitment to the KCFA and supporting the collaboration of Fire Chiefs throughout King County.

**5. City of Renton Transition**

We met with several members of the City of Renton leadership with regard to the expiring ILA this year. We discussed the transition of our Fleet, Facilities, and IT departments—all are looking good. There are a few issues related to transfer of assets and fueling that we still need to resolve.

**6. Valley Comm Dispatch Fees**

I have been meeting with Valley Communications for several months regarding dispatch rates, service, and representation on the Administrative Board. At the last Admin Board meeting, they adopted the recommendations from the Funding Model Task Force to "True-Up" the existing model to apply non-owner rates to fire districts outside the original owner cities. This will mean higher costs for dispatching that occurs in FD25 and FD40. There have also been small strides in representation, but we continue to look at other options for dispatch services and will bring them to the Board in the future.

**7. Renton Chamber of Commerce Board Meeting**

I continue to be involved in the Chamber, recognizing that a strong and vibrant business community and their ability to access their fire department is critical to the health of the city and success of the RRFA. In addition, I have been working to get the City of Renton Police Chief involved as well, and I think we have that fish on our line. ☺

**8. Our First Newsletter**

I am proud to have included our first newsletter in the Governing Board Packet. This newsletter has been three years in the making, and is now set to be sent out in October and April each year. It is designed to highlight the people and work of the RRFA, and is targeted largely toward populations that appreciate paper to electronic communication.



## RENTON REGIONAL FIRE AUTHORITY

# M E M O R A N D U M

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DATE: November 12, 2019

TO: Renton RFA Governing Board

FROM: Brian Snure, Snure Law Office, PSC  
Rick Marshall, Fire Chief

**SUBJECT: Report on Process for Setting Annual Benefit Charge**

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### I. OVERVIEW

The first step in the benefit charge process is to obtain voter approval, which was obtained at the April 26, 2016 election. Once the benefit charge is authorized, the Fire Authority must hold a public hearing preceding each year the charge is to be imposed. RCW 52.26.230 provides, in part:

“... (2) Prior to November 15<sup>th</sup> of each year, the governing body of the authority shall hold a public hearing to *review* and *establish* the regional fire protection service authority benefit charges for the subsequent year.” (Emphasis added)

The hearing allowed staff to present detailed information regarding the benefit charge and will allow the public to provide input to staff regarding the benefit charge. After the hearing is over, the Fire Authority establishes the aggregate amount of the benefit charge for the following year by resolution. This resolution is submitted to the County Treasurer in the form of a request for imposition of the charge by separate designation on the tax statement. The Fire Authority works with the County Treasurer in apportioning the Benefit Charge among individual property owners.

Thus, the process for imposing the Benefit Charge on individual properties involves four basic steps:

1. First, a determination is made of the *total* benefit charge for the next calendar year. A crucial part of this process is the hearing itself. The Board will review the benefits received by all

property owners, obtain input from the community and set a charge that is no more than 60% of the estimated total operating budget for the next year, and which does not exceed the total value of the benefits conferred.

2. Second, the charge is apportioned throughout the properties in the Fire Authority service area. The actual mechanics for apportioning the charge is generally done by following the formula adopted by the Fire Authority Board. In order to comply with the requirements of RCW 52.26.180 and stay consistent with Section 6.B.2 of the RFA Plan, the formula is adjusted on an annual basis to ensure that the benefit charge is reasonably proportioned to the measureable benefits to property resulting from the services provided by the Fire Authority.
3. Third, the Fire Authority notifies the County Treasurer of the charge and requests the apportioned charges be included as a separate item on the annual tax statements. The apportioned benefit charge is collected by the County Assessor, along with taxes.
4. Finally, individual property owners will receive a notice of the amount of the apportioned charge imposed on their property. The individual charge is a combination of a number of elements which, when combined, does not exceed the total benefits conferred on the individual property. If any property owner believes that the apportioned charge has been unfairly imposed on his or her property, the property owner may make a written appeal to the Regional Fire Authority Board, which will consider the points raised and may reduce or eliminate the charge.

The Board's primary functions in the process are setting the total benefit charge, establishing the formula for allocation and hearing any appeals.

II. VALUE OF BENEFITS TO ALL PROPERTIES IN THE REGIONAL FIRE AUTHORITY

The Renton Regional Fire Authority has adopted a policy of establishing the benefit charge on the basis of fire flow and the resources required to effectively deliver that fire flow, which relates not only to the direct benefit received by the property but also to insurance savings as determined by the Washington State Survey and Rating Bureau. Other benefits can also be included in establishing the overall benefits conferred to properties in the Fire Authority. The following sections describe in dollar terms the value of the total benefit.

A. INSURANCE BENEFIT

Based on historical information, the aggregate insurance savings for the entire Fire Authority exceeds the Benefit Charge imposed on properties based upon standards that are established by the Insurance Services Office (ISO) and adopted by the Washington State Survey and Rating Bureau (WSRB). This estimated savings is the direct result of the risk reduction from fire that insurance companies base insurance premiums upon. The direct benefit to property owners is that the emergency response capabilities of the Fire Authority, as rated by the WSRB, are sufficient enough for insurance companies to reduce fire premiums paid by Fire Authority residents when compared to the cost that would be charged if the Fire Authority and its services did not exist.

This is a fair estimate in that it takes into consideration the individual characteristics of each property and is based upon industry standards that serve as the basis for rate setting schedules.

B. EMERGENCY MEDICAL SERVICES BENEFIT

The RFA's emergency medical services are delivered using substantially the same staffing and equipment that has been set in place to achieve the WSRB rating, which reduces insurance costs to the residents of the RFA. While these resources have been carefully deployed to achieve effective fire response and positive ratings from the WSRB, they have reserve capacity and are also positioned just as effectively to provide emergency medical response. Both fire and emergency medical events are time-critical, with quick response limiting property loss from fire and saving lives. The dual use of these resources provides a value-added, cost-effective benefit to the RFA community.

C. OTHER BENEFITS

Insurance savings only address savings derived from structural or personal property loss. Standard insurance rate savings do not take into consideration the other benefits received by citizens. The fire benefit charge allows sustainability of the following programs that are used to monitor and improve services in an efficient and cost-effective manner:

- 1) Fire Prevention Services: The Fire Authority administers fire prevention services in concert with state building and fire codes. An emphasis is placed on implementing mitigations, where necessary, to better match emergency response capabilities with the risk of a particular structure, its ongoing use or

storage of hazardous materials, and any risks related to manufacturing processes.

Where emergency response is less than adequate for the use, storage or process, fire prevention, protection and alarm systems are used to provide an adequate level of public safety and reduce the long-term cost of emergency response personnel and resources that would be needed without built-in protection.

- a. Ensures fire and life safety of public and private buildings to reduce fire and life safety risk to the general public and neighboring property.
- b. Ensures built-in fire suppression and alerting systems in buildings that pose the risk of overwhelming Fire Authority resources to safeguard neighboring properties from conflagrations.

2) Public Education Services: The National Fire Protection Association in its Standard 550 recognizes that there is no such thing as perfect emergency response, and recommends the use of fire prevention techniques and public education to reduce the number of fires, minimize community risk and improve outcomes when fire or emergency medical incidents do occur. Public Education Services are provided in the following methods:

- a. Collaborative partnerships between local schools and the Fire Authority are used to develop and implement fire prevention, general safety and first aid curriculum in area schools. This joint effort with partner schools provides the most cost-effective fire and life safety education possible.



- b. CPR classes provided by the Fire Authority empower citizens with the critical knowledge needed to save a life. The Fire Authority's population enjoys one of the best cardiac survival rates in the world as a result of this educational partnering program that delivers "by-stander CPR" until emergency responders can arrive.
  - c. An intensive "Juvenile Fire Setter" program provides local families an outlet to deal with juveniles who set fires, creating a life safety risk for themselves and their families. Many of these individuals have set fires in area schools; this value-added program provides them and their families with the counseling resources necessary to change this dangerous behavior.
  - d. CARES program: The Community Assistance Referral and Education Services program provides an assistance and referral service for many people who, without the program, would be forced to frequently call 9-1-1 for assistance. This cost-effective program reduces the need for emergency response, saving money by creating greater capacity within existing resources and providing more appropriate care to those in need.
- 3) Technical Rescue Services: As an all-hazards response organization, the Fire Authority maintains specialized teams of firefighters who respond to all types of technical rescue. These teams are made up from the same daily staff that provides fire and emergency medical response. Their specialized training

provides citizens with heavy rescue tools and techniques for machinery accidents; rope rescue teams are capable of high- and low-angle rescues; vehicle rescue teams can quickly remove trapped and injured patients from vehicle wreckage; hazardous materials teams respond to chemical spills and releases; trench and confined space rescue teams are also incorporated into the fabric of daily staffing, providing value-added service to the basic service delivery model.

Thus, by this limited analysis (under which the most conservative numbers are always used), cumulative benefits to Renton Regional Fire Authority residents are in excess of the proposed Benefit Charge. While this analysis does not attempt to establish a total benefit to Renton Regional Fire Authority properties, it does demonstrate the total benefits are substantially in excess of any benefit charge likely to be imposed under current Renton Regional Fire Authority benefit charge formula.

### III. THE FORMULA FOR APPORTIONING THE BENEFIT CHARGE

The statute requires that the benefit charge imposed must be reasonably proportioned to the measurable benefits to the property afforded by the authority, RCW 52.26.180(2). In this instance, the Renton Regional Fire Authority Administration suggests that the aggregate charge established by the Board, based upon the measurable benefits afforded by services provided by the Regional Fire Authority, be apportioned in a manner equitable among property types, structure size and the inherent risk posed by a structure or occupants to the community and/or fire service personnel. In addition, the formula takes into account the amount of firefighting water that would be required to extinguish a fire, the number of firefighters and Fire Authority resources

it would take to deliver that water, and any factors present in the structure that would either increase or reduce the need for firefighting water. The formula is based upon a fire flow formula used by the Insurance Services Organization and the Washington State Rating Bureau, and is assembled as follows:

**$\text{Square root of structure area}^1 \times 18^2 \times \text{category factor}^3 \times \text{response factor}^4 \times \text{risk factor}^5 \times \text{discount}^6 = FBC$**   
A complete listing of benefit charge formula factors is attached to this memo.

The aggregate benefit charge throughout the RFA is roughly apportioned by property types as follows:

**Total Residential Properties = 71.4% Benefit Charge Amount**

- Single Family Homes = 51.4%
- Multi Family Homes = 20.0%

**Commercial/Ag/Other Property = 28.6% Benefit Charge Amount**

- Total apportioned = 100.00%

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<sup>1</sup> The formula begins with the square root of the square feet of the structure being assessed. The RFA uses data from the King County Assessor to determine the area of the structure.

<sup>2</sup> The number 18 is critical to the ISO fire flow formula

<sup>3</sup> The category factor is derived from one of four uses, 1) One & two family homes, 2) Mobile homes, 3) Mutli-family dwellings, 4) Commercial structures. Each category has a specific factor according to its structure size.

<sup>4</sup> Response factor relates to the units of initial response force in personnel and resources needed to deliver the required fire flow for extinguishment.

<sup>5</sup> Risk factors apply to commercial structures and are determined by the type of material handled, stored or used in manufacturing. From the type of material on site, definitions established by the National Fire Protection Association are used to define the risk factor.

<sup>6</sup> Discounts are offered for automatic fire sprinkler systems in homes and for automatic sprinklers and alarm systems in apartments and commercial structures.

## **QUESTIONS AND ANSWERS ON BENEFIT CHARGE**

### **1. What is a benefit charge?**

The 1987 Washington State Legislature passed RCW 52.18. This statute provided that fire districts, with the approval of the voters in the district, are authorized to collect a benefit charge from residential and business property owners. A similar statute was subsequently passed as part of the legislation authorizing regional fire authorities under RCW 52.26, see specifically RCW 52.26.180 - .270. That law allows regional fire authorities to impose benefit charges which shall be reasonably proportioned to the measurable benefits received by the property resulting from the services provided by a regional fire authority. This is referred to as a “benefit charge.”

The benefit charge is not a per call charge and is not based on property value. The benefit charge is a fee which is based on the benefit of having fire protection. The benefit charge is collected by the County Treasurer’s office along with the property tax bill.

### **2. How will a benefit charge provide a better source of funding for the Renton Regional Fire Authority?**

The benefit charge is a fairer way of funding fire service. Property taxes only take into consideration the value of the property and not the benefits provided. These benefits include lower fire insurance costs which are passed on to the property owners. Other benefits include charging the cost of specialized equipment and training required by some properties to those properties. By using a benefit charge, costs will be more fairly distributed.

### **3. Who establishes the benefit charge and what does it cover?**

RCW 52.26.180 provides that the Regional Fire Authority may fix and impose a benefit charge on personal property and improvements to real property. The benefit charge does not apply to land. The benefit charge would cover such property as residential buildings, commercial structures, agricultural buildings, and other structures affixed to the land. The statute also provides for certain exemptions, which include:

- A. Personal property not used in business. RCW 52.26.190.
- B. Property that is the subject of a contract for services with the Fire Authority, including publicly owned buildings. RCW 52.26.190.
- C. Any property used for religious purposes by a recognized religious organization, including educational facilities. RCW 52.26.180(1).
- D. Property which maintains its own fire department. RCW 52.26.180(2).

The Regional Authority Board may also determine that certain classes or types of property are not receiving any measurable benefit based on criteria it establishes. RCW 52.26.180(2).

**4. How much revenue will be available from the benefit charge?**

The statute states that the total amount that can be raised by a benefit charge cannot exceed 60% of the operating budget. If a fire authority enacts a benefit charge *it must reduce its maximum regular property tax levy from \$1.50 to \$1.00 per \$1,000.00 assessed valuation.*

**5. How will a benefit charge help the average homeowner?**

It will provide a continued level of dependable fire service by maintaining well equipped fire fighters; and because you will have a regular voice in the benefit charge, you will have greater control over the cost of your fire service.

**6. How long is the benefit charge good for?**

The benefit charge law provides for annual public hearings and must be put to the voters for renewal every six years. Current authorization extends through 2022.



## Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2019-04: Property Tax 2020

STAFF CONTACT: Rick Marshall, Fire Chief

### SUMMARY STATEMENT:

With the adoption of Resolution No. 2019-04, the Renton Regional Fire Authority Governance Board establishes that an increase in the regular property tax levy is required. This resolution authorizes a levy increase of \$409,026 which is a 2.4% increase from the previous year.

### FISCAL IMPACT:

Expenditure \_\_\_\_\_ Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Resolution 2019-04: Property Tax 2020

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I make a MOTION to adopt Resolution No. 2019-04 authorizing an increase in the regular property tax levy for 2019 in the amount of \$409,026 which is a 2.4% increase from the previous year.

**RENTON REGIONAL FIRE AUTHORITY**

**RESOLUTION NO. 2019 – 04**

**PROPERTY TAX - 2020**

**WHEREAS**, the Governing Board of the Renton Regional Fire Authority has properly given notice of the public hearing held on October 23, 2019 to consider the department's current expense budget for the 2020 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the Governing Board of Renton Regional Fire Authority, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the Renton Regional Fire Authority requires an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the department and in its best interest; now therefore,

**BE IT RESOLVED**, by the Governing Board of the Renton Regional Fire Authority that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made is hereby authorized for the 2020 levy in the amount of \$409,026 which is a percentage increase of 2.4% from the previous year.

**ADOPTED** by the Governing Board of the Renton Regional Fire Authority in a regular open public meeting on the 12th day of November, 2019.

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member



## Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2019-05: Certifying Property Tax Levy and Adopting an Operating Budget for the FY 2020

STAFF CONTACT: Rick Marshall, Fire Chief

### SUMMARY STATEMENT:

With the adoption of Resolution No. 2019-05, the Renton Regional Fire Authority Governance Board adopts the preliminary 2020 budget of \$42,608,431 and establishes the 2020 tax levy based upon the estimated assessed valuation of property within the boundaries of the Regional Fire Authority based upon information from the King County Assessor's Office.

### FISCAL IMPACT:

Expenditure \_\_\_\_\_ Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Renton Regional Fire Authority has drafted a preliminary budget that establishes a benchmark for necessary revenues. The 2020 preliminary budget indicates needed revenues of \$42,608,431 for projected expenses of \$42,608,431 in order to maintain the level of services set by the Board. The budget is subject to change.

The attached resolution adopts the 2020 preliminary budget and certifies the property tax levy in the amount of \$17,555,123.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Resolution 2019-05: Certifying Property Tax Levy and Adopting an Operating Budget for the FY 2020

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I make a MOTION to adopt Resolution No. 2019-05 adopting the preliminary 2020 budget in amount of \$42,608,431 and establishing the 2020 tax levy in the amount of \$17,555,123 for the Renton Regional Fire Authority AND to direct staff to provide certified copies of this resolution to the appropriate King County agencies.



**RENTON REGIONAL FIRE AUTHORITY**

**RESOLUTION NO. 2019 - 05**

**Certifying Property Tax Levy and  
Adopting an Operating Budget for the  
Fiscal Year Beginning January 1, 2020**

**WHEREAS**, The King County Assessor has notified the Governing Board of the Renton Regional Fire Authority that the assessed valuation of real properties lying within its boundaries for the assessment year of 2019 and tax year 2020 is estimated to be \$21,427,648,269.

**BE IT RESOLVED** by the Governing Board of the Renton Regional Fire Authority as follows:

1. The preliminary 2020 operating budget, in the amount of \$42,608,431, is hereby adopted.
2. That the Honorable King County Council, be and is hereby requested to make a regular property tax levy for 2019, to be collected in 2020 for the Renton Regional Fire Authority in the amount of \$17,555,123 which includes the RFA's regular levy of \$17,323,870, new construction of \$140,645, the 2019 re-levy of \$40,608 plus increases due to the increase of state assessed value.
3. Pursuant to RCW 84.52.125, the RFA hereby protects the RFA's tax levy from pro rationing under RCW 84.52.010(2) by imposing up to a total of twenty-five cents per thousand dollars of assessed value of the tax levies authorized under RCW 52.26.140(1)(b) outside of the five dollars and ninety cents per thousand dollars of assessed valuation limitation established under RCW 84.52.043(2), if those taxes otherwise would be prorated under RCW 84.52.010.
4. That the Treasurer of King County, Washington be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above into the Expense Fund of the Renton Regional Fire Authority.
5. That certified copies of this resolution, together with exhibits, be delivered to:

Clerk's Office  
Metropolitan King County Council  
516 Third Avenue Room W-1200  
Seattle, WA 98104  
T: 206-477-1020  
E: Clerk.council@kingcounty.gov

Hazel Gantz -Accounting Division  
KC Department of Assessments  
500 Fourth Avenue – Room 709  
Seattle, WA 98104  
F: 206-296-0106  
T: 206-263-2308  
E: Hazel.Gantz@kingcounty.gov

**ADOPTED** by the Governing Board of the Renton Regional Fire Authority in a regular open public meeting on the 12<sup>th</sup> day of November, 2019.

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

(DATE)



## Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2019-06: Benefit Charge 2020

STAFF CONTACT: Rick Marshall, Fire Chief

### SUMMARY STATEMENT:

With the adoption of Resolution No. 2019-06, the Renton Regional Fire Authority Governance Board establishes the 2020 Benefit Charge in the total amount of \$17,203,489 to be apportioned in accordance with the "2020 Schedule for Benefit Charges".

### FISCAL IMPACT:

Expenditure \_\_\_\_\_ Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Resolution 2019-06: Benefit Charge 2020

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I make a MOTION to adopt Resolution No. 2019-06 establishing the 2020 Benefit Charge in the total amount of \$17,203,489 to be apportioned in accordance with the "2020 Schedule for Benefit Charges".

**RENTON REGIONAL FIRE AUTHORITY**

**RESOLUTION NO. 2019 – 06**

**BENEFIT CHARGE (RCW 52.26) 2020**

**WHEREAS**, on April 26, 2016 the citizens of the City of Renton and King County Fire Protection District No. 25 approved a ballot measure creating the Renton Regional Fire Authority effective July 1, 2016; and

**WHEREAS**, the ballot measure passed by the citizens on April 26, 2016 also authorized the Renton Regional Fire Authority, as part of its funding method, to fix and impose a benefit charge for a six-year period on personal property and improvements to real property, which are located within the regional fire authority on the date specified, and which have or will receive benefits provided by the regional fire authority, to be paid by the owners of the property under RCW 52.26.180; and

**WHEREAS**, RCW 52.26.180 and Section 6.B.2 of the Renton Regional Fire Authority Plan require that the funding formula used to apportion the benefit charge be adjusted on an as needed basis to insure that the formula reasonably apportions the charge to the measureable benefits to the properties served by the Renton Regional Fire Authority; and

**WHEREAS**, pursuant to RCW 52.26.230(2) a public hearing was held on October 23, 2019 to review revenue sources, and review and establish the benefit charge to be imposed for calendar year 2020; and

**WHEREAS**, based on the information presented at the public hearing, the Governing Board has determined that the measurable benefits resulting from the services afforded by the Regional Fire Authority exceed \$17,203,489 as further established in the Report on Process for Setting Annual Benefit Charge memorandum dated November 12, 2019; and

**WHEREAS**, the Board determined that the methodology used and set forth in the report of the public hearing reasonably takes into consideration the facts and circumstances of each property for which a benefit charge is imposed, and further that each individual benefit charge is reasonably proportioned to the measurable benefits to the property resulting from the services afforded by the RFA;

**BE IT RESOLVED**, by the Governing Board of the Renton Regional Fire Authority as follows:

1. Amount. The benefit charge to be collected in 2020 is hereby established in the total amount of \$17,203,489.
2. Specification of benefit charge. The apportioned benefit charge to be applied to specific commercial, residential and personal property within the Renton Regional Fire Authority shall be in accordance with the "2020 Schedule for Benefit Charges" attached to this resolution.

**BE IT FURTHER RESOLVED**, by the Governing Board of the Renton Regional Fire Authority that the "Schedule for Fire Benefit Charges – Renton Regional Fire Authority" be reviewed and adjusted as necessary on an annual basis to insure that it is reasonably proportioned to the measurable benefits to property within the Fire Authority.

**ADOPTED** by the Governing Board of the Renton Regional Fire Authority in a regular open public meeting on the 12th day of November, 2019.

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

# 2020 Schedule for Benefit Charges

## 2020 Renton Regional Fire Authority Benefit Charge Formula:

Square root of total square footage X 18 X Category Factor X Fire Flow Factor X Response Factor X Risk Factor X Applicable Discount = FBC

|                              | Total square footage of structure(s) |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|------------------------------|--------------------------------------|---|---------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                              | 400 - 1,799                          | 1,800 - 2,699   | 2,700 - 3,599 | 3,600 - 3,999 | 4,000 - 4,999 | 5,000 - 7,999 | 8,000 - 9,999 | 10,000 - 14,999 | 15,000 - 19,999 | 20,000 - 29,999 | 30,000 - 49,999 | 50,000 - 99,999 | 100,000 - 139,999 | 140,000 - 199,999 | 200,000 - 299,999 | 300,000 - 399,999 | 400,000 - 499,999 | 500,000 - 599,999 | 600,000 - 699,999 | 700,000 - 999,999 | 1,000,000 - and > |
| <b>Category Factors:</b>     |                                      |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Residential                  | 0.75                                 | 0.75  | 0.75          | 0.75          | 0.75          | 0.75          | 0.75          | 0.75            | 0.75            |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Mobile Homes                 | 0.20                                 | 0.20  | 0.20          | 0.20          | 0.20          | 0.20          |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Apartments                   | 1.60                                 | 1.60  | 1.60          | 1.60          | 1.60          | 1.60          | 1.60          | 1.60            | 3.25            | 3.25            | 3.25            | 6.70            | 6.70              | 8.60              | 11.10             | 14.25             | 14.25             | 14.25             | 14.25             | 14.25             | 14.25             |
| Commercial                   | 1.10                                 | 1.10  | 1.10          | 1.10          | 1.30          | 1.30          | 1.30          | 1.40            | 1.40            | 1.40            | 1.50            | 1.50            | 2.05              | 2.05              | 3.05              | 3.35              | 3.50              | 3.75              | 4.00              | 4.15              | 5.15              |
| <b>Fire Flow Factor:</b>     | 0.4092555*                           |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| <b>Response Factor:</b>      |                                      |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Residential                  | 1.05                                 | Variable to Firefighters Needed to Deliver Needed Water** |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Manufactured Homes           | 1.00                                 | 1.00  | 1.00          | 1.00          | 1.00          | 1.00          | 1.00          |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Apartments                   | 1.60                                 | 1.60  | 1.60          | 1.60          | 1.60          | 1.60          | 1.60          | 1.60            | 1.60            | 1.60            | 1.60            | 1.60            | 1.60              | 1.60              | 1.60              | 1.60              | 1.60              | 1.60              | 1.60              | 1.60              | 1.60              |
| Commercial                   | 1.18                                 | 1.18  | 1.18          | 1.18          | 1.18          | 1.18          | 1.18          | 1.75            | 1.75            | 1.75            | 2.65            | 4.20            | 4.20              | 4.20              | 4.20              | 4.30              | 4.30              | 4.40              | 4.50              | 4.50              | 4.50              |
| <b>Risk Factor:***</b>       |                                      |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Light Hazard/Regional        | 1.00                                 | 1.00  | 1.00          | 1.00          | 1.00          | 1.00          | 1.00          | 1.00            | 1.00            | 1.00            | 1.00            | 1.00            | 1.00              | 1.00              | 1.00              | 1.00              | 1.00              | 1.00              | 1.00              | 1.00              | 1.00              |
| Ordinary Hazard/Regional - 1 | 1.15                                 | 1.15  | 1.15          | 1.15          | 1.15          | 1.15          | 1.15          | 1.15            | 1.15            | 1.15            | 1.15            | 1.15            | 1.15              | 1.15              | 1.15              | 1.15              | 1.15              | 1.15              | 1.15              | 1.15              | 1.15              |
| Ordinary Hazard/Regional - 2 | 1.20                                 | 1.20  | 1.20          | 1.20          | 1.20          | 1.20          | 1.20          | 1.20            | 1.20            | 1.20            | 1.20            | 1.20            | 1.20              | 1.20              | 1.20              | 1.20              | 1.20              | 1.20              | 1.20              | 1.20              | 1.20              |
| Extra Hazard/Regional - 1    | 1.30                                 | 1.30  | 1.30          | 1.30          | 1.30          | 1.30          | 1.30          | 1.30            | 1.30            | 1.30            | 1.30            | 1.30            | 1.30              | 1.30              | 1.30              | 1.30              | 1.30              | 1.30              | 1.30              | 1.30              | 1.30              |
| Extra Hazard/Regional - 2    | 1.40                                 | 1.40  | 1.40          | 1.40          | 1.40          | 1.40          | 1.40          | 1.40            | 1.40            | 1.40            | 1.40            | 1.40            | 1.40              | 1.40              | 1.40              | 1.40              | 1.40              | 1.40              | 1.40              | 1.40              | 1.40              |
| <b>Discounts:</b>            |                                      |   |               |               |               |               |               |                 |                 |                 |                 |                 |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Automatic Fire Sprinklers    | 0.900                                | 0.900   | 0.900         | 0.900         | 0.900         | 0.900         | 0.900         | 0.900           | 0.900           | 0.900           | 0.900           | 0.900           | 0.900             | 0.900             | 0.900             | 0.900             | 0.900             | 0.900             | 0.900             | 0.900             | 0.900             |
| Manual Local Alarm           | 0.980                                | 0.980   | 0.980         | 0.980         | 0.980         | 0.980         | 0.980         | 0.980           | 0.980           | 0.980           | 0.980           | 0.980           | 0.980             | 0.980             | 0.980             | 0.980             | 0.980             | 0.980             | 0.980             | 0.980             | 0.980             |
| Manual Central Alarm         | 0.950                                | 0.950   | 0.950         | 0.950         | 0.950         | 0.950         | 0.950         | 0.950           | 0.950           | 0.950           | 0.950           | 0.950           | 0.950             | 0.950             | 0.950             | 0.950             | 0.950             | 0.950             | 0.950             | 0.950             | 0.950             |
| Automatic Local Alarm        | 0.970                                | 0.970   | 0.970         | 0.970         | 0.970         | 0.970         | 0.970         | 0.970           | 0.970           | 0.970           | 0.970           | 0.970           | 0.970             | 0.970             | 0.970             | 0.970             | 0.970             | 0.970             | 0.970             | 0.970             | 0.970             |
| Automatic Central Alarm      | 0.925                                | 0.925   | 0.925         | 0.925         | 0.925         | 0.925         | 0.925         | 0.925           | 0.925           | 0.925           | 0.925           | 0.925           | 0.925             | 0.925             | 0.925             | 0.925             | 0.925             | 0.925             | 0.925             | 0.925             | 0.925             |
| Agricultural                 | 0.250                                | 0.250   | 0.250         | 0.250         | 0.250         | 0.250         | 0.250         | 0.250           | 0.250           | 0.250           | 0.250           | 0.250           | 0.250             | 0.250             | 0.250             | 0.250             | 0.250             | 0.250             | 0.250             | 0.250             | 0.250             |

\*\*Response factor is based upon the number of firefighters needed to deliver the required fireflow. A base residential response force is 16 firefighters on scene. When a residential property needs more than 16 firefighters to deliver the calculated fire flow, that number is auto calculated using the adopted formula and 50 gallons per minute fire flow delivery per firefighter on scene up to 3,599 square feet and 48 gallons per minute for homes greater than 3,599 square feet

FORMULA:  $400-3599(\text{SQ. RT X } 18)/50 = \text{FIREFLOW}/16 = \text{RESPONSE FACTOR}$ ..... $>3599(\text{SQ. RT X } 18)/48 = \text{FIREFLOW}/16 = \text{RESPONSE FACTOR}$

\*\*\* Risk factors apply to commercial property and are defined by the National Fire Protection Association and deal with fire hazards and hazardous materials.

Hazard factors based On NFPA-13



Professionalism • Integrity • Leadership • Accountability • Respect



## Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2019-07: Establishing Regular Meeting Schedule

STAFF CONTACT: Rick Marshall, Fire Chief

### SUMMARY STATEMENT:

The Governing Board is currently scheduled to hold the December 9, 2019 meeting at Station 13. Staff recommends moving the meeting to City Hall, 7th Floor Council Chambers

### FISCAL IMPACT:

Expenditure \_\_\_\_\_ Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Reviewed by Legal Yes ☐ No ☐

### EXHIBITS:

Resolution 2019-07

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt Resolution No. 2019-07 moving the December 9, 2019 Governing Board meeting to City Hall, 7th Floor Council Chambers.



RENTON REGIONAL FIRE AUTHORITY

RESOLUTION NO. 2019-7

ESTABLISHING REGULAR MEETING SCHEDULE  
(RCW 42.30.070)

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

**WHEREAS**, The Governing Board intends to move the location of its December 9, 2019 regularly scheduled meeting.

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

December 9, 2019 – Renton City Hall, Council Chambers (1055 South Grady Way)

**Adoption:** ADOPTED by the Governing Board of Renton Regional Fire Authority, at a special meeting of such Board on the 12th day of November 2019; the following Board Members being present and voting:

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member



## Governing Board Agenda Item

SUBJECT/TITLE: 2020 PSRFA/RRFA FD CARES ILA

STAFF CONTACT: Marshall

### SUMMARY STATEMENT:

In order to continue our highly successful FD CARES program established in 2019, we need to enter into an ILA with PSRFA. PSRFA will provide nurse staffing and administrative support for our FD CARES unit.

### FISCAL IMPACT:

Expenditure \$410,326

Revenue

Currently in the Budget Yes ☒ No ☐

### SUMMARY OF ACTION:

Staff worked to develop the cost of needed support to run our FD CARES unit and worked with our legal counsel to draft an ILA.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

FD CARES ILA

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the ILA between Renton RFA and Puget Sound RFA for FD CARES support and authorize the Chief to sign on behalf of the Board.

## **COLLABORATIVE SERVICES AGREEMENT**

This Agreement is entered into between THE PUGET SOUND REGIONAL FIRE AUTHORITY (formerly Kent Fire Department Regional Fire Authority), a municipal corporation, hereafter referred to as "PSRFA", and THE RENTON REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RRFA."

### **RECITALS**

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; **and, supersedes the previous Collaborative Services Agreement signed on April 27, 2017.**
2. Each RFA currently maintains and operates its own fire-based operations to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is recognized that the RRFA and PSRFA have personnel that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the personnel to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level of service and care provided to the citizens of both RFAs;
4. The RFAs desire to provide fire and medical services at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
5. The parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining or enhancing the service levels established by the governing body of each party;
6. The parties have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding;

### **AGREEMENT**

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

#### **1. Scope of Agreement**

- 1.1. The scope of this Agreement includes fire and medical services and intentionally allows for collaboration in the delivery of such services, through collaborative projects, programs, using combined resources and personnel. (collectively referred to as "Collaborative Activities")
- 1.2. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.

- 1.3.** The Chiefs of the PSRFA and the RRFA shall determine, identify and implement Collaborative Activities under this Agreement by identifying the scope of the Collaborative Activity and the budgetary needs of the Collaborative Activity in the form of a Collaborative Activities Exhibit to this Agreement.. The Collaborative Activities Exhibit shall become a binding part of this Agreement upon approval by the PSRFA and the RRFA and each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2.
- 1.4.** The initial Collaborative Activities Exhibits to this Agreement are:
- 1.4.1.** Exhibit A-FD CARE Services
- 1.5.** Both RFAs shall maintain a duplicate original of this Agreement with all current and future Collaborative Activities Exhibits attached.
- 2. Term.** This Agreement and Collaborative Activities Exhibits shall be effective on execution by both RFAs and shall continue until either party shall give to the other 30 days written notice of termination of the Agreement or an individual Collaborative Activities Exhibits.
- 3. Employment Status.**
- 3.1. PSRFA Personnel.** PSRFA personnel who provide services under this Agreement shall remain personnel of PSRFA and shall not be considered personnel of RRFA. PSRFA shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. PSRFA personnel shall not be entitled to any benefit provided to personnel of RRFA.
- 3.2. RRFA Personnel.** RRFA personnel who provide services under this Agreement shall remain personnel of RRFA and shall not be considered personnel of PSRFA. RRFA shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. RRFA personnel shall not be entitled to any benefit provided to personnel of PSRFA.
- 4. Finances.** Each RFA shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and benefit charge. The parties recognize that each party will be contributing a similar amount of resources to the identified Collaborative Activities and neither party will seek additional compensation from the other unless such additional compensation is specifically identified in a Collaborative Activities Exhibit.
- 5. Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further

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

- 6. Insurance.** Each of the RFAs shall provide insurance coverage for all operations, facilities, equipment and personnel of its Fire Authority. Each RFA shall furnish to the other RFA appropriate documentation showing that such coverage is in effect.

**7. Dispute Resolution.**

- 7.1.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

- 7.2.** If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either 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 each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 7.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with 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.

- 7.4.** Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

- 7.5.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local

ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

**8. Miscellaneous:**

- 8.1. Administration.** This Agreement shall be administered by each party's Fire Chief or Designee.
- 8.2. Property Ownership.** This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.
- 8.3. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 8.4. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 8.5. Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 8.6. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 8.7. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.8. Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.

PUGET SOUND REGIONAL FIRE AUTHORITY

RENTON REGIONAL FIRE AUTHORITY

By : \_\_\_\_\_

Matthew Morris, Fire Chief

By : \_\_\_\_\_

Rick Marshall, Fire Chief

## **Exhibit A**

### **FD CARES SERVICES**

**(Puget Sound Fire/Renton Fire)**

**EFFECTIVE DATE (\_\_\_\_\_)**

1. **Services.** Puget Sound Fire shall provide the Renton RFA with the following services:
  - 1.1. Day to day support for Renton RFA employees participating in the FD CARES Program.
  - 1.2. PSRFA will provide a Registered Nurse (RN) at cost to the Renton RFA FD CARES unit for an in-service time set forward by the Renton RFA.
2. Provide access and use of all FD CARES related written materials to include all legal forms for use as the Renton RFA and their legal team deem appropriate.
3. Provide appointed Renton Fire employee with the necessary training to be a Care Coordinator (CC) and to the level of being able to train others in the Renton RFA to be CCs.
4. Assist appointed Renton Fire employee in understanding the necessary data collection for responders at all EMS related incidents.
5. Provide assistance regarding the continuous development and revision of policies for the Renton RFA related to FD CARES program service delivery.
6. Provide a workstation located within the Puget Sound Fire FD CARES division to include necessary computer and program and associated copier/printer and administrative materials.
7. Provide appropriate supervision and access to all Puget Sound Fire FD CARES staff.
8. Assist appointed Renton Fire employee with addressing repetitive medical responses at Renton RFA assisted living facilities.
9. Work with appointed Renton Fire employee on developing possible funding partnerships for the FD CARES program.
10. **Renton RFA Obligations.**
  - 10.1. Shall assign a minimum of one full time employee assigned to a Medical Services Division.
  - 10.2. Assigned Renton Fire employee will work with Puget Sound Fire and other assigned staff and partners to assist with further building and improving the FD CARES program for all organizations adopting or interested in adopting the program.

- 10.3. Assigned Renton Fire staff will be a co-chair on the Assisted Living Facility Steering Committee. They will work to gain buy in from assisted living directors within the Renton RFA response area in an effort to have each of them join the committee.
11. **Consideration.** This Agreement is entered into for the mutual benefit of both RFA's for a date of one year from the date that both Fire Chiefs have signed the agreement, or a specified date noted and initialed by both fire chiefs. The Renton RFA recognizes that the appointed Renton Fire employee may occasionally provide direct support and services to the Puget Sound Fire for the purpose of on duty training of various elements of the FD CARES program for the Renton RFA employee.
12. **Compensation.** The Renton RFA shall compensate the Puget Sound RFA for a percentage of the FD CARES total cost for the RNs employed by Puget Sound RFA. This includes, salary, benefits, education, and any other mutually agreed upon indirect costs. A costing model will be utilized to bill the total cost of the CARES RN based on a percentage of the total number of RNs employed by PSRFA. For example, if PSRFA employs 8 RNs, and Renton RFA needs 2 RNs to run the Renton CARES unit, Renton RFA will be responsible for one fourth (1/4<sup>th</sup>) of the total cost of the RNs employed by PSRFA. The initial Costing Model for 202 is attached as Exhibit A-2
- 12.1. Puget Sound RFA will invoice actual costs to the Renton RFA at the end of every quarter for payment.
13. **Performance Indicators.** The Renton RFA and the Puget Sound RFA will agree to Performance Indicators identified in **Exhibit A-1** to this Exhibit that will be reviewed twice annually to ensure that resource allocation is being shared equitably. Any changes to deployment and resource allocation will be mutually agreed upon by both the Renton RFA and Puget Sound RFA.
14. **Budgetary considerations:** The Puget Sound RFA will submit the budgetary projections for the RN portion of the FD CARES program to the Renton RFA by no later than August 1<sup>st</sup> of each year.
- 14.1. In the event any projected budgetary line item provided exceeds the previous budgetary line item by more than 5%, the parties agree to meet, confer and work cooperatively to address the impacts of such costs on the services provided under this Exhibit.



## **Collaborative Services**

### **Exhibit A -1**

#### **Performance Indicators**

The purpose of the performance indicators will be to determine if resources are being shared equitably.

1. Number of FD CARES calls that cannot be handled by the primary FD CARES unit.
2. Number of FD CARES calls handled by another FD CARES unit.
3. Number of FD CARES calls that are sent by MIH Referral via ESO.

## Collaborative Services Agreement

### Exhibit A-2

#### Costing Model for 2020

| Descriptions  | Cost         | Total               |
|---|--------------|---------------------|
| RN Salary and Benefits Per Local 1747 Contract                                | \$162,663.00 | \$325,326.00        |
| Estimated OT<br>Vacation, Sick, OJI   | \$ 25,000.00 | \$ 25,000.00        |
| Continuing Education<br>(Conferences, Food<br>Lodging, Per Diem, CE,<br>Etc.) | \$ 5,000.00  | \$ 10,000.00        |
| Software License Fee<br>(Strata and Vtial Hub)                                | \$ 50,000.00 | \$ 50,000.00        |
| <b>Total</b>  |              | <b>\$410,326.00</b> |



## Governing Board Agenda Item

SUBJECT/TITLE: AFSCME Local 2170 Collective Bargaining Agreement

STAFF CONTACT: Marshall

### SUMMARY STATEMENT:

Management (with Summit Law) and AFSCME local representatives (with Council 2 legal) have been engaged in bargaining for several months and have arrived at a tentative agreement. This agreement has been ratified by Local 2170 members. The Fire Chief is requesting approval of the contract by the Governing Board.

### FISCAL IMPACT:

Expenditure \_\_\_\_\_ Revenue \_\_\_\_\_

Currently in the Budget Yes ☒ No ☐

### SUMMARY OF ACTION:

**Salaries:** Increases of 3.5% in 2019-2021; and an increase of 3.0% in 2022. Retro 2019. • **Standby:** Increase of \$0.15/hr each year • **Acting Pay:** Changed to become effective at 10 days rather than 15. • **Comp Time:** No cash out / capped at 40 hours carry over. • **Safety Shoes:** Changed from \$175 annually to \$275 every other year. • **Scheduled Overtime for Inspections and Special Events** (previously "Shift Differential") - Minimum of 2 hours of overtime at a rate of 1 ½ times their regular rate of pay. • **Health Insurance** - Changed Employer/Employee premiums from 92%/8% to 91%/9% for 2020-2022 •

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the CBA between the RRFA and AFSCME Local 2170 and authorize the Fire Chief to sign on behalf of the Board.



## Governing Board Agenda Item

SUBJECT/TITLE: PSERN End User Agreement

STAFF CONTACT: Marshall

### SUMMARY STATEMENT:

Effective in 2021/2022 the Puget Sound Emergency Radio Network will take over emergency radio operations for King County. As a new entity, they are requiring us to enter into this agreement.

### FISCAL IMPACT:

Expenditure N/A Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Drafted by PSERN committee and vetted through legal.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

End User Service Agreement

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve acceptance of the PSERN End User agreement and authorize the Fire Chief to sign on behalf of the Board.

## RADIO END USER SERVICE LEVEL AGREEMENT

This agreement between agency radio users and King County is intended to ensure that expectations and requirements for equipment management and participation in the radio network are clear, and that agency radio users meet necessary maintenance and network participation standards that will support the successful functioning of the Puget Sound Emergency Radio network, avoiding unnecessary costs and disruptions for the many network participants. This agreement is in accordance with the Puget Sound Emergency Radio Network Implementation Period Interlocal Agreement of 2015.

Renton Regional Fire Authority ("End User Agency") and King County ("County") (individually, a "Party" and collectively, the "Parties") enter this Radio End User Service Level Agreement ("Agreement") on this 12 day of November, 2019. In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

1.1 Words and terms shall be given their ordinary and usual meanings except as provided in this section or in parentheticals following the definition of a particular term.

1.1.1 **Accessory** means all materials, special tools and any other items necessary to secure, install, operate and maintain Subscriber Equipment including: device cradles; mounting and installation hardware; power, Ethernet and any other wiring or cables and connectors; strain-relief materials; wire ties; cable labels; pre-assembled wiring harnesses of prescribed length for each vehicle type; fuses and circuit breakers; seals; adhesives; screws, bolts, washers, nuts and grommets; special tools; power supply and power conditioning devices; antennas; microphones; speakers; chargers; and holsters that are purchased by the PSERN Project for the End User Agency. [this is opposed to an accessory (lower case) that is something not provided by PSERN and which is an optional addition purchased at the expense of the End User Agency]

1.1.2 **Advanced System Key** means hardware attached to a computer to enable critical parameters to be programmed in subscriber equipment.

1.1.3 **Confidential Information** means any information in written, graphic, verbal, or machine-recognizable form that is: (a) related to the PSERN System; (b) provided to the End User Agency by the Contractor, the Service Provider, or the Service Provider's contractor; and (c) marked or identified as "confidential," "proprietary," "trade secret" or similar designation.

1.1.4 **Contract (or Vendor Contract)** means the County's contract with Motorola Solutions, Inc., King County Contract Number 5729347.

1.1.5 **Control Station** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for control stations.

1.1.6 **Contractor** means Motorola Solutions, Inc. the company hired by King County to provide services for the construction, operation, maintenance or other support of PSERN.

- 1.1.7 **Emergency** means an unforeseen circumstance that causes or may reasonably be expected to cause a decrease or loss in network clarity, capacity, coverage, reliability, security, features, or functions.
- 1.1.8 **End User Agency** in the singular means the entity that is a party to this Agreement with the County. In the plural, **End User Agencies** means all entities that are parties to agreements with the County with terms substantially similar to terms in this Agreement.
- 1.1.9 **Equipment** means all components of the radio system infrastructure including the land mobile radio equipment and software, DC power equipment and software, site video and alarming equipment and software, backhaul equipment and software, and console system equipment and software owned by the County or PSERN Operator and used by the End User Agency pursuant to this Agreement. The term does not include Subscriber Radios. [NOTE: When the lower case word, "equipment," is used in this Agreement, that use is not intended to be the defined use of the term "Equipment."]
- 1.1.10 **Field Servicer (Servicer)** means a PSERN Operator employee, contractor, or subcontractor whose job duties include traveling to sites to repair site electronics that cannot be repaired remotely.
- 1.1.11 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.
- 1.1.12 **Government Approvals** means all necessary federal, state and local licenses, permits, and approvals for the improvements needed for the construction, Equipment installation, and operation of PSERN.
- 1.1.13 **Implementation Period** means the period of time defined as such in the Implementation Period ILA.
- 1.1.14 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.
- 1.1.15 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.
- 1.1.16 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.
- 1.1.17 **Master Advanced System Key** means a device used to create and configure an Advanced System Key.
- 1.1.18 **Mobile Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for the mobile radios.

- 1.1.19 **Monitoring** means real-time fault checking on a continuous basis using tools for remote checking and event characterization.
- 1.1.20 **Monthly Fee** (or Fee) means the monthly charge paid by the End User Agency to the Service Provider after FSA for the Service Provider's operation and maintenance of PSERN and for the End User Agency's use of PSERN.
- 1.1.21 **Mutual Aid Radios** means an end user radio from a foreign system ID which may include a Mobile, Portable or Control Station radio which has been authorized and programmed to operate on the PSERN System in only a mutual aid capacity.
- 1.1.22 **Operations Period** means the period of time as defined as such in the Operations Period ILA.
- 1.1.23 **Operations Period ILA** means the Puget Sound Emergency Radio Network Operations Period Interlocal Cooperation Agreement as executed and amended.
- 1.1.24 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).
- 1.1.25 **Portable Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract specifications for the portable radios.
- 1.1.26 **Premises** means the areas near and in the End User Agency's location: the area used for staging and construction; the area Equipment will be installed and occupy inside the End User Agency's location; the area between the right-of-way and Equipment the Service Provider will use for access to the Equipment; and the area between the right-of-way and Equipment to be used for the installation and maintenance of utilities, if any.
- 1.1.27 **PSERN Board** means initially the Joint Board formed under the Implementation Period ILA, and later the board of directors for the PSERN Operator when it is formed and assumes the ownership, operations, and governance of PSERN.
- 1.1.28 **PSERN Project** means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN until FSA, starting-up a new Service Provider, transferring the PSERN to same, and any decommissioning, contract close-out and other project completion activities.
- 1.1.29 **PSERN Operator** means the agency that will be established by the parties to the Implementation Period ILA under chapter 39.34 RCW to take over PSERN's ownership, operation, and governance after FSA.
- 1.1.30 **Radio Shop** means a facility that is authorized by Contractor to perform installation, maintenance, programming and repair work on Subscriber Radios.

- 1.1.31 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling \$2,619,406 earmarked to offset rate increases for End User Agencies and to be distributed via a formula determined by the PSERN Board.
- 1.1.32 **Resolution Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives the repair request and the time the Service Provider deems that it has fixed the problem and notified the End User Agency of the resolution.
- 1.1.33 **Response Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives a repair request for a problem, and the time the Service Provider has begun actively working on the service request.
- 1.1.34 **Service Provider (or Operator)** means the County during the Implementation Period and up until the transfer of ownership, operation, and governance of PSERN to the PSERN Operator. After the transfer, Service Provider means the PSERN Operator who is responsible for the day-to-day operation and maintenance of PSERN. Service Provider also includes the Service Provider's employees, agents, consultants, contractors, subcontractors, permittees, successors and assigns.
- 1.1.35 **Subscriber Radios** means paying End User Agency radios whose home system is PSERN and includes Mobile (vehicular), Portable (handheld), Control Station or consolette radios which have been authorized and programmed to operate on the System and are owned by the End User Agencies.
- 1.1.36 **Update** means revisions as required for the continued operation and maintenance of the Equipment software including error corrections, bug fixes, work-arounds, patches, anti-virus definitions, intrusion detection sensor signatures, changes in third party software or changes to software and Equipment required to accommodate such third party software changes and any other fixes and changes not constituting an Upgrade.
- 1.1.37 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.
- 1.1.38 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.
- 1.1.39 **Warranty Period** means the period beginning when the Equipment is made operational by the Contractor and extending for two (2) years after Full System Acceptance, as defined in the Contract.
- 1.1.40 **Template** means a master codeplug for a specific set of radios that is used to create an Equipment codeplug with the specific radio information required for the configuration of a Portable, Mobile or Control Station Radio. The Template includes ergonomic settings, PSERN radio system information, and Mutual Aid Radio systems information that is programmed into the radio to allow operations on PSERN, KCERCS or other radio systems.



## **2. INITIAL EQUIPMENT REPLACEMENT**

- 2.1 By and through the Contractor, the County will replace the End User Agency's existing radios with Subscriber Radios in the numbers and of the types specified in Exhibit 1.
- 2.2 Subscriber Radios will be standardized with features, functions and Accessories chosen to make them suitable for use by End User Agencies. The End User Agencies may purchase additional Subscriber Radios, features, and accessories. The method and timing of payment for additional equipment will be established by the Joint Board.
- 2.3 Subscriber Radios will be issued according to the policies of the Joint Board as listed below, and as amended by the Joint Board:

Only For KCERCS Customers:

- 2.3.1 The PSERN Project will replace governmental agency and hospital agency active radios that were activated, into KCERCS zone controllers as active radios and assigned IDs 120 days prior to the first End User Agency's Subscriber Radio planned deployment and/or installation dates;
- 2.3.2 Non-hospital private agencies that are on the KCERCS will have their radios replaced on a 1 for 1 basis according to the agency inventory records as of April 25, 2019;
- 2.3.3 All End User Agency must turn an existing working radio in to the PSERN Project for each Subscriber Radio provided by the Project to the End User Agency;
- 2.3.4 End User Agency may keep old radios not needed for Subscriber Radio exchange to use on PSERN if they are approved by the Service Provider as meeting minimum PSERN software configurations and manufacturers specifications; and
- 2.3.5 End User Agency will pay Monthly Fees for each of its Subscriber Radios unless exempted otherwise by the policies of the Service Provider.

For all other agencies:

- 2.3.6 Agencies wanting to be on PSERN but not already on KCERCS may be issued Subscriber Radios pursuant to policies and terms and conditions adopted by the PSERN Board, but only if they commit to remaining as an End User Agency for a minimum of 10 years.
- 2.4 By and through the Contractor, the County initially will configure, program, install and or deploy the Subscriber Radios using the previous template and perform like for like programming. After the initial templates are created and programmed, the PSERN Operator will be responsible for archiving and centrally storing templates as well as infrastructure configuration changes within the templates. The Radio Shops will be responsible for End User Agency configuration settings only. The Master Advanced System Key shall be maintained by the PSERN Operator. The PSERN Operator shall establish policies to determine which Subscriber Radio maintenance shops will be eligible to receive a system key.

- 2.5 The PSERN Operator will maintain a list of radios approved for use on the PSERN system. The End User Agency agrees to use only approved radios on PSERN and to not program or cause radios to be programmed in a way that they would operate in the P 25 Phase 1 mode of operation while operating on PSERN.
- 2.6 The County will own the Equipment provided by the PSERN Project. After the new PSERN Operator is formed, ownership of this Equipment shall be transferred to the PSERN Operator at no cost to the End User Agency or to the PSERN Operator.
- 2.7 Ownership of County-purchased Subscriber Radios will be transferred to the End User Agency within the same fiscal year that the Subscriber Radios are put into service provided that the Subscriber Radios are put into service at least ninety (90) days prior to the end of the fiscal year. If the Subscriber Radios are put into service less than ninety (90) days prior to the end of the fiscal year, then ownership will be transferred within ninety (90) days from the date they are put into service.
- 2.8 The Train-the-Trainer model will be used to train End User Agency staff to use the Subscriber Radios. Each End User Agency shall designate staff to be trained, and supply that (those) name(s) to the Service Provider. The trainers will receive detailed training on use of the Subscriber Radios from the Contractor.

### **3 TRANSITION PLAN**

- 3.1 The Service Provider and End User Agency will work with the Contractor to develop a mutually agreeable written transition plan. The transition plan will be approved by the PSERN Joint Board.
- 3.2 The transition plan will include:
  - 3.2.1 A list of equipment that the End User Agency shall receive as part of the PSERN Project;
  - 3.2.2 An installation plan for all vehicles receiving equipment;
  - 3.2.3 A plan describing how End User Agencies will migrate from analog to digital operations;  
and
  - 3.2.4 A plan describing the training plan for each End User Agency.

### **4 INSTALLATION AND TESTING**

- 4.1 If the End User Agency has any special requirements pertaining to the disposition of its existing radios it shall notify the Service Provider as soon as practicable, but no less than within five (5) business days of receiving notification of installation and transition.
- 4.2 The Service Provider shall secure all Government Approvals required for the installation and operation of the Subscriber Radios.

- 4.3 All Subscriber Radios will be programmed and tested prior to deployment and/or installation by the Contractor to determine if they are operating in accordance with manufacturer's specifications.
- 4.4 The Service Provider will coordinate with the End User Agency regarding the installation schedule as far in advance as possible, but no less than at least fifteen (15) business days in advance.

## **5 OPERATIONS**

- 5.1 In implementing and managing PSERN, the Service Provider shall:
  - 5.1.1 Be responsible for, or during the Warranty Period ensure the Contractor is responsible for, the repair of defective Equipment, and for programming and installing Equipment purchased and installed during the Implementation Period;
  - 5.1.2 Monitor PSERN for proper operations in accordance with the standards specified herein and monitor for any failure symptoms;
  - 5.1.3 Maintain, operate, repair, Update, Upgrade and test PSERN in accordance with the Equipment manufacturer's recommendations for routine maintenance;
  - 5.1.4 Provide the End User Agency with a phone number and email address to report system problems. The phone number shall be reachable and Monitored 24 hour X 7 day X 365 days per year;
  - 5.1.5 Respond to network and Equipment problems in accordance with Response and Resolution Tables contained in **Exhibit 2**;
  - 5.1.6 Purchase the Contractor's Radio Service Advantage (RSA) product offering which will provide 7 years of support for Subscriber Radios after the conclusion of the two-year warranty period. During the 7 years of RSA support, End User Agencies will be able to receive repairs to Subscriber radios without incurring Contractor's depot level repair costs. However, any Subscriber Radio needing repair or replacement due to the intentional or negligent act of the End User Agency, its agents, employees, or invitees, will be repaired or replaced by the Radio Shop at the Radio End User Agency's cost. Such cost is in addition to the Monthly Fee. Disputes regarding the responsibility for repair or replacement cost will be resolved pursuant to Section 23;
  - 5.1.7 Have factory-trained subject matter experts (Duty Technician(s)) on staff who specialize in the diagnosis, troubleshooting and resolution of network performance and Equipment problems;
  - 5.1.8 Have a Duty Technician to act as liaison between itself and the Contractor;
  - 5.1.9 Resolve Equipment warranty claims with the Contractor;
  - 5.1.10 Manage talkgroup site access profiles;

- 5.1.11 Give the End User Agency at least thirty (30) days' notice before undertaking scheduled activities that will interrupt or reduce service capacity by twenty-five percent (25%) or more;
- 5.1.12 Centrally manage the distribution and archiving of regional encryption keys;
- 5.1.13 Centrally manage the creation of new talkgroups (however, per Section 5.3, End User Agencies will own their own existing talkgroups);
- 5.1.14 Centrally archive templates for radio programming of End User Agency radios;
- 5.1.15 Centrally manage the use of integrated voice and data applications such as over-the-air rekeying, over the air programming, outdoor location (GPS information) and radio management;
- 5.1.16 Ensure public safety agencies have priority of service on the PSERN system; and
- 5.1.17 Maintain the PSERN system to the following standards as specified in the Contract and as implemented by the Contractor prior to FSA:
  - 5.1.17.1 Delivered Audio Quality 3.4;
  - 5.1.17.2 97% reliability;
  - 5.1.17.3 97% portable on-street coverage in the Primary Bounded Area;
  - 5.1.17.4 95% portable on-street coverage in the Highway Buffer Covered Areas;
  - 5.1.17.5 Grade of Service of 1.0;
  - 5.1.17.6 99.999% availability of backhaul;
  - 5.1.17.7 at least 17db added signal above the baseline PSERN design within the designated in-building coverage areas (downtown Seattle, downtown Bellevue, and north central Renton; and
  - 5.1.17.8 Provide 97% portable on-street coverage in the in-building coverage areas. The Contractor shall provide a System that achieves 97% SAR (service area reliability).
- 5.2 Following execution of the Operations Period ILA and formation of the PSERN Operator, the PSERN Operator shall:
  - 5.2.1 Develop and adopt a maintenance & operations plan that includes:
    - 5.2.1.1 Talkgroup prioritization levels and site authorizations;
    - 5.2.1.2 Authorized template configuration changes by Radio Shops;

- 5.2.1.3 System maintenance standards;
- 5.2.1.4 Technician/System manager administrative rights;
- 5.2.1.5 Training requirements for technical staff;
- 5.2.1.6 Distribution, management, and archiving of regional and End User Agency encryption keys;
- 5.2.1.7 System key management and distribution;
- 5.2.1.8 OTAP/OTAR roles and responsibilities;
- 5.2.1.9 Issue resolution reporting procedures including system status, repairs made, impacted area, etc.;
- 5.2.1.10 Continuity of operations procedures;
- 5.2.1.11 Procedures for End User agencies to add radios to their inventory at their own cost;
- 5.2.1.12 Talkgroup sharing agreement requirements; and
- 5.2.1.13 Conventional channel sharing agreements.
- 5.2.2. Adopt policies governing the replacement, removal, and addition of Equipment under its control;
- 5.2.3. Adopt policies related to the access of PSERN for mutual aid and/or interoperability purposes;
- 5.2.4. Adopt policies defining the approved Equipment and Subscriber Radios authorized for use in PSERN;
- 5.2.5. Adopt policies defining mandatory configuration settings that must be set into each authorized Subscriber Radio;
- 5.2.6. Adopt and implement information assurance controls, policies, procedures and processes;
- 5.2.7. Adopt policies governing the change management program;
- 5.2.8. Work in partnership with the End User Agencies to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator's ability to meet the End User Agencies service requirements; and
- 5.2.9. Upon request by End User Agencies, provide reports of system usage and equipment inventories.

5.3 In using the Equipment and PSERN, the End User Agency agrees to:

- 5.3.1 Be responsible for replacement at its cost of any Subscriber Radios that are stolen, damaged, lost or which are determined by the End User Agency to be beyond their expected life if not covered by the radio repair procedures as described in Section 5.4 ;
- 5.3.2 Use only radio codeplugs that have been configured by the PSERN Operator;
- 5.3.3 Create and distribute End User Agency encryption keys;
- 5.3.4 Own and control their own talkgroups;
- 5.3.5 Ensure all trunked radios are capable of being configured for P25 Phase II operation;
- 5.3.6 Prevent unauthorized and untrained personnel from accessing Subscriber Radios;
- 5.3.7 Promptly report Equipment and network problems to the Service Provider and indicate the impact of the problem on the End User Agency (e.g., if a channel is garbled, features are not working correctly, or if coverage conditions in a known area have changed);
- 5.3.8 Comply with all applicable information assurance controls, policies, procedures, and processes developed and implemented by the PSERN Operator;
- 5.3.9 Maintain an accurate system for tracking all Subscriber Radio purchased by the PSERN Project or acquired by the End User Agency and immediately notify the System Provider if the End User Agency knows or suspects that a Subscriber Radio has been lost, stolen, or damaged so that the System Provider can take any necessary actions which may include disabling the Subscriber Radio;
- 5.3.10 Not permanently transfer, dispose of, or allow an entity or individual outside the User Agency to use Subscriber Radios without the PSERN Board's prior written approval for a period of 7 years after Full System Acceptance (Any radios disposed of under this sub-section shall be deprogrammed by a Radio Shop prior to disposal);
- 5.3.11 Assist the Service Provider in responding to any correspondence, complaint, information request, or claim it receives that pertains to End User Agency operations;
- 5.3.12 Use a Radio Shop of its choice to perform all installation, maintenance, programming and repair work on Subscriber radios;
- 5.3.13 Perform, or have performed, preventative maintenance of its Subscriber Radios in accordance with manufacturer's recommendations and schedules;
- 5.3.14 Perform, or have performed, periodic Updates of subscriber operating system as determined by the Service Provider;

5.3.15 Allow Service Provider the right to inspect applicable Equipment which the End User Agency controls access to in order to verify operations of the Equipment are within the manufacturer's specifications and Federal Communications Commission rules; and

5.3.16 Not modify Subscriber Radio hardware or software operating characteristics, such as modifying the transmit power levels of mobile radios or replacing the antennas with higher gain antennas on mobile or portable radios without the approval of the PSERN Operator.

#### 5.4 Radio Repair Procedures:

5.4.1 After initial Contractor installation and up to and during the Warranty Period, the End User agency will use a Radio Shop of its choice to perform all installation, maintenance, programming, and repair work on Subscriber Radios and ensure that during the two year warranty period the Radio Shop will:

5.4.1.1 Initiate a service request with Contractor by requesting a Return Merchandise Authorization (RMA); and

5.4.1.2 The Radio shop shall remove failed units from the vehicles and reinstall new units and ship the units to Contractor.

5.4.2 Contractor will:

5.4.2.1 Provide the Radio Shop with an RMA, provide a new Subscriber Radio replacement unit with the latest firmware release, and reimburse the Radio Shop and End User Agency for their costs (including troubleshooting time, owner travel time, removal and installation of the radio, reprogramming, and inventory actions).

5.4.3 Upon completion of the warranty period:

5.4.3.1 The Radio Shop will initiate a service request via Motorola Online (MOL) and reference the Contract Number (#5729347) for repair;

5.4.3.2 Contractor is responsible for inbound and outbound shipping and tracking of each shipment; and

5.4.3.3 End User Agency may have to pay fees for the removal/installation of Mobile Radios or Control Stations per any applicable Radio Shop service agreements and rates.

5.5 The Change management program to be adopted pursuant to Section 5.2 shall be mutually agreed to by the Parties and shall include:

- 5.5.1 Request for change (RFC) documentation;
- 5.5.2 Classification of the RFC quantifying the risk/impact and the category;
  - 5.5.2.1 Risk/Impact may be: low, medium, high; and
  - 5.5.2.2 Category may be: standard or Emergency.
- 5.5.3 Assessment and Authorization of the RFC;
- 5.5.4 Communication with dispatch centers of the RFC's implications;
- 5.5.5 Implementation of the change;
- 5.5.6 Assessment of the quality of the implementation; and
- 5.5.7 Closure of the RFC record.

## **6. RESPONSE AND RESOLUTION TIMES TO INFRASTRUCTURE IMPAIRMENTS**

- 6.1 During the Warranty Period when a User reports or the Monitoring equipment detects a problem and reports it to the Service Provider, a trained technologist will acknowledge and attempt to remotely diagnose the problem. Appropriate responses could include continuously Monitoring the event for further development, attempting remote remediation, or dispatching a Field Servicer (Servicer) for onsite remediation.
- 6.2. The table in Exhibit 2 lists Response Times for three levels of severity and the correlating Resolution Time for each.
- 6.3. The Service Provider shall repair or replace a defective piece of Equipment at no cost above the Monthly Fee.
- 6.4. The Service Provider will keep or have access to sufficient spare parts and pieces of Equipment so that defective, broken, or wrongly programmed Equipment can be promptly replaced or repaired.

## **7. EQUIPMENT UPDATES AND UPGRADES**

- 7.1 Equipment Updates
  - 7.1.1 During the Warranty Period, the Contractor shall provide and install Equipment Updates. Thereafter, the Contractor shall provide Updates that shall be installed by the Service Provider. The cost of Updates shall be included in the Monthly Fee.
  - 7.1.2 Regular Updates shall include:



- 7.1.2.1 Contractor's most current software enhancement release Update which includes defect corrections, bug fixes, patches, and service packs.
  - 7.1.2.2 Patch releases, service packs and other non-security-related Updates released by Contractor, its subcontractors if applicable, and other providers of Equipment operating and application software including Microsoft, Red Hat Linux, Sun Solaris, and other third parties.
  - 7.1.2.3 Contractor's regular security-related Updates, referred to by Contractor as "Security Update Service" (SUS) that include operating system patches and service packs, anti-virus engines and definitions, intrusion detection systems and signatures, and firewall setting and other security-related Updates.
- 7.1.3 Updates to software necessary as a result of a failure will be provided based on the severity level of the failure as follows:
- 7.1.3.1 For failures that affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall commence corrective action immediately and exercise its best efforts to work with the Contractor to develop, test, and install a fix in the shortest time possible.
  - 7.1.3.2 For failures that do not affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall work with the Contractor to develop, test, and install the fix as part of an Update to be otherwise provided in this Section.
- 7.1.4 Prior to installation of an Update, the Service Provider shall confirm that the Update has been successfully tested to ensure the Update is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN's functionality. Updates may be loaded remotely or locally as determined by the Service Provider.
- 7.1.5 The Service Provider will routinely install Updates, but may defer or decline to install an Update or roll back one or more Updates if the Service Provider in its sole discretion determines that the Update would be detrimental to PSERN's functionality.
- 7.1.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5 in advance of routine Updates and will provide applicable release notes with each Update. In the case of Updates installed under Section 7.1.3, notice will be provided to the Users with as much lead time as practicable.

## 7.2 Equipment Upgrades

- 7.2.1 During the Warranty Period, the Contractor shall provide and install Equipment Upgrades. Thereafter, the Contractor will provide Upgrades that will be installed by the Service Provider. The cost of Upgrades shall be included in the Monthly Fee.
- 7.2.2 The most recent available Upgrades of the Equipment software and hardware shall be provided at the following points in time: (1) no more than ninety (90) days prior to the start of the FSA testing period; (2) no more than ninety (90) days prior to the end of the Warranty Period; (3) after the Warranty Period, every other year beginning with 2023 subject to availability from the Contractor. The Service Provider may defer or suspend an Upgrade if it determines in its sole discretion that the Upgrade would be detrimental to PSERN's functionality.
- 7.2.3 Each Upgrade will include the latest versions of Contractor software and the latest versions of third party software certified for the system and shall include all Updates available at the time of the Upgrade if not already installed under Section 7.1.
- 7.2.4 Prior to installation of an Upgrade, the Service Provider shall confirm that the Upgrade has been successfully tested to ensure the Upgrade is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN's functionality. Upgrades may be loaded remotely or locally as determined by the Service Provider.
- 7.2.5 If an Upgrade requires additional or different Equipment, the Service Provider (by and through the Contractor during the Warranty Period) shall provide and install the necessary Equipment. The cost of the software and Equipment required for the Upgrade, if any, shall be included in the Monthly Fee.
- 7.2.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5

## **8 MONTHLY FEE AND PAYMENT**

- 8.1 The End User Agency agrees to pay the PSERN Operator a Monthly Fee for the End User Agency's use of PSERN and the PSERN Operator's operation and maintenance of the Equipment and network. The Monthly Fee shall be calculated using a formula determined by the PSERN Board.
- 8.2 The Monthly Fee will be assessed beginning immediately after FSA for each End User Agency radio with an active ID in the radio system core. In the first month, the Monthly Fee shall be assessed on a prorated basis based on the number of days the radio is in service and will apply to Subscriber Radios used in the field, dispatch center back up radios and recording radios. The PSERN Operator shall provide an invoice to the End User Agency. The first payment will be due on the first day of the first full month after FSA, and shall equal the amount due for that month and any pro-rated amount for the first month of service

- 8.3 Monthly Fee payments will be due on the first day of each month, except that at the End User Agency's sole option it may make annual advance payments in lieu of monthly installments. Payments made will be applied first to charges that are in arrears and then to the payment due for that coming month.
- 8.4 The first payments after FSA may be reduced based on the PSERN Board's disbursement of the Rate Stabilization Allocation for those End User Agencies that will see a rate increase as a result of PSERN operations.
- 8.5 The PSERN Operator shall provide the End User Agency with the address for payment of Fees not less than sixty (60) days prior to the date the first payment is due. All payments shall be accompanied by a reference to this Agreement, or an invoice number.
- 8.6 If the End User Agency does not pay its Fee or pays only a part of the Fee more than twice in any single calendar year, the PSERN Operator may charge the End User Agency a reasonable late or special handling charge.
- 8.7 The PSERN Operator's acceptance of any payment or partial payment after the date it is due shall not be deemed a waiver regarding the End User Agency's obligations to make future payments on time. And no partial payment shall act as an accord and satisfaction unless approved by the PSERN Board.
- 8.8 OTHER FEES: The Service Provider may maintain and publish fees for services in support of End User Agency's operations unrelated to the PSERN Equipment. Such fees may include activation and deactivation fees and time and materials rates for non-PSERN equipment servicing. End User Agencies may use these ad hoc services, if offered, which may consist of:
- 8.8.1 Time and materials fees in support of UHF systems and equipment, VHF systems and equipment, non-PSERN Microwave equipment and fiber optic networking
- 8.8.2 Consultation service fees for communication equipment or systems
- 8.8.3 Consultation service fees for in-building coverage equipment such as bi-directional amplifiers or distributed antenna systems

## **9. TERM**

- 9.1 This Agreement shall take effect when executed by authorized representatives of the Parties, and shall remain in effect unless one of the following events occurs:
- 9.1.1 The Parties execute a superseding agreement;
- 9.1.2 The End User Agency withdraws from the Agreement as provided in Section 16.1; or
- 9.1.3 The PSERN Board terminates the Agreement as provided in Section 16.2.

**10. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AGREEMENTS, POLICIES, PROCEDURES, AND PERMITS**

The Parties acknowledge: 1) that they are required to comply with various laws, regulations, agreements, policies, procedures, and permits, including those contained in 47 CFR §90, those developed by the PSERN Board and the Service Provider, and those contained in the Implementation Period ILA and the Operations Period ILA, if the End User Agency is a party to those agreements; and 2) that the County is subject to the Vendor Contract's terms and conditions in the performance of this Agreement. The Parties agree to comply with the applicable laws, regulations, agreements, policies, procedures, and permits.

**11. REPRESENTATIONS AND WARRANTIES**

11.1 The End User Agency represents, warrants, and agrees that:

11.1.1 It will work cooperatively, fully, and promptly with the Service Provider;

11.1.2 It has the full right, power, and authority to enter into this Agreement; and

11.1.3 It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants, or the provisions of any mortgage, lease or other binding agreement.

11.2 The Service Provider represents, warrants, and agrees that:

11.2.1 It will work cooperatively, fully, and promptly with the End User Agency;

11.2.2 It has the full right, power and authority to enter into this Agreement;

11.2.3 It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants or the provisions of any mortgage, lease or other binding agreement.

**12. NOT USED**

**13 INDEPENDENT CONTRACTORS AND NO THIRD PARTY BENEFICIARIES**

13.1 Each Party is an independent contractor with respect to this Agreement. No joint venture or partnership is formed as a result of this Agreement.

13.2 This Agreement is solely for the benefit of the Parties, and gives no right or remedy to any other person or entity.

**14 ASSIGNMENTS**

14.1 By Service Provider

The County may assign this Agreement and all of the County's rights, duties, and obligations set forth herein, to the PSERN Operator without the End User Agency's approval. However, such assignment shall require approval by the PSERN Board.

**14.2 By the End User Agency:**

The End User Agency may not assign any of its rights, duties, or obligations set forth in this Agreement except as approved in writing by the PSERN Board and the Service Provider.

**15 RECORDS**

Each Party shall keep records as required by state law. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Party with access to its facilities for copying said records at their expense. If a Party receives a request for records under the Washington State Public Records Act for records that meet the definition of Confidential Information, and if the Party determines such record is or may be subject to disclosure, the Party's sole obligation to protect the confidentiality shall be to notify the entity or individual claiming confidentiality of the request and the date that such Confidential Information will be released. Such individual or entity, shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540.

**16. ENDING SERVICE**

- 16.1 End User Agency may apply for withdrawal from this Agreement with at least one year's written notice of its intent to withdraw. Such applications shall be handled in accordance with the PSERN Board's rules.
- 16.2 After giving the End User Agency a reasonable period of time to cure, the PSERN Board may terminate this Agreement for the End User Agency's repeated violations of the Agreement terms. The PSERN Board may immediately terminate this Agreement where an action or inaction of the End User Agency significantly diminishes or threatens to significantly diminish the operations of PSERN or results in the loss of or threatened loss of PSERN's spectrum licenses. Termination actions shall be handled in accordance with the PSERN Board's rules.

**17. INDEMNIFICATION**

Each Party shall save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees

and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents.

## **18. INSURANCE**

### **18.1 King County Insurance**

The County maintains a self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The End User Agency acknowledges, agrees and understands that the County is self-funded for all of its liability exposures for this Agreement.

### **18.2 The PSERN Operator**

Upon the transfer of PSERN to the PSERN Operator, the PSERN Operator shall either maintain a fully funded self-insurance program in accordance with applicable law or acquire and maintain commercial general liability insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent.

### **18.3 Contractors and Subcontractors Insurance**

The County and PSERN Operator shall require their contractors and subcontractors to maintain general liability insurance for all activities related to installation and servicing of the equipment at the Centers.

### **18.4 End User Agency's Insurance**

The End User Agency agrees to maintain a self-insurance program or to procure and maintain the following minimum insurance coverage areas and limits, or comparable program(s) of self-insurance, responsive to its liability and property exposures under this Agreement:

18.4.1 General Liability: Insurance Services "occurrence" form CG 00 01 (current edition), or its substantive equivalent. Commercial General Liability coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per combined single limit per occurrence, and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for bodily injury and property damage.

18.4.2 Workers' Compensation/Stop Gap/Employers Liability: Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence.

## **19. NOTICES**

Written notice for purposes of Sections 16, 18 and 23 must be either delivered by courier or sent by certified mail, return receipt requested, to the address listed below. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon signature on the return receipt. A Party may change the address for notices from time to time by providing the other

Party(ies) the replacement name and contact information. Notice shall not be effective unless and until the other Party(ies) has (have) received this information.

To the End User Agency:

To the County or PSERN Operator:  
Hai Phong, Project Manager  
King County Department of Information Technology  
401 5<sup>th</sup> Avenue  
Seattle, WA 98104

## **20. AMENDMENT**

This Agreement may be amended only upon mutual written agreement of the Parties and approval of the PSERN Board.

## **21. FORCE MAJEURE**

Acts of nature, acts of civil or military authorities, acts of war, terrorism, fire, accidents, shutdowns for purpose of Emergency repairs, strikes and other labor disruptions, and other industrial, civil or public disturbances that are not reasonably within the control of a Party causing the Party's inability to perform an obligation under this Agreement are "Force Majeure Events." If any Party is rendered unable, wholly or in part, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance and compliance and restoration of normal operations.

## **22. CONFLICT WITH OTHER AGREEMENTS**

If any provision of this Agreement conflicts with a provision of the Implementation Period ILA, the Operations Period ILA, or the lease between the End User Agency and King County (or Service Provider as applicable), if any, such that the provisions cannot be harmonized, then the provisions of the applicable ILA or lease shall control over this Agreement.

## **23. DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the PSERN Board for resolution and shall provide the other Party with notice of such referral. If the dispute is not resolved by the PSERN Board within sixty (60) days of referral to it, either Party may refer the dispute to the executive officers of the Parties. If the dispute is not resolved by the executives within 60 days of referral, either Party may refer the dispute to non-binding mediation. The parties to the dispute shall share the costs of mediation equally. Referral of the

dispute to the PSERN Board, the executives, and mediation shall be a condition precedent to a Party's pursuit of other available legal remedies.

## **24 CHOICE OF LAW AND VENUE**

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the King County Superior Court, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

## **25 NO WAIVER**

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default or breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of the Parties.

## **26 EXECUTION AND COUNTERPARTS**

This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

## **27 SURVIVAL PROVISIONS**

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section 15 Records

Section 17 Indemnification

Section 19 Notices

Section 24 Choice of Law and Venue

## **28 SEVERABILITY**

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.



IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the space provided below.

King County

Renton Regional Fire Authority

\_\_\_\_\_  
David Mendel, Director, King County  
Emergency Radio Communications

\_\_\_\_\_  
Rick Marshall, Fire Chief

## Exhibit 1

### List of equipment for End User Agency

The quantities of equipment listed here will be based on the preliminary radio inventory. The parties agree that prior to radio replacement final inventory numbers will be mutually agreed to, subject to the replacement policies adopted by the PSERN Joint Board.

## Renton Regional Fire Authority

| Portable    | Radio Location Capable | Encryption with Over The Air Re-keying | Portable Radio quantity with microphone 2 batteries, case | Individual Charger | 6 Pocket Charger |
|-------------|------------------------|--|---|--------------------|------------------|
| Other Gov't | No                     | No                                     | 0   | 0                  | 0                |
| Police      | Yes                    | Yes                                    | 0   | 0                  | 0                |
| Fire/EMS    | Yes                    | Yes                                    | 145   | 145                | 0                |

| Mobile          | Radio Location Capable | Encryption with Over The Air Re-keying | Dash mount radio | Trunk mount radio | Dual head radio | Quad head radio | Motorcycle radio |
|-----------------|------------------------|--|------------------|-------------------|-----------------|-----------------|------------------|
| Other Gov't     | No                     | No                                     | 0                | 0                 | 0               | 0               | 0                |
| Police/Fire/EMS | Yes                    | Yes                                    | 55               | 0                 | 0               | 0               | 0                |

| Base            | Radio Location Capable | Encryption with Over The Air Re-keying | Console radio | Desktop radio |
|-----------------|------------------------|--|---------------|---------------|
| Other Gov't     | No                     | No                                     | 0             | 0             |
| Police/Fire/EMS | Yes                    | Yes                                    | 8             | 0             |

Total Radios

208

**All radios come with 700/800 MHz Trunked/Conventional P25 & Smartzone Trunking,  
Over the Air Programming, Radio Authentication, Integrated Voice and Data, Advanced  
System Key**

**Exhibit 2**  
Response and Resolution Tables

| Severity Level | En-Route Response Time  | Restoration and Replacement Times  | Examples  |
|----------------|---|--|---|
| Severity 1     | Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first. | <p><b>Within four (4) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software, microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU.</b></p> <p><b>Concerning equipment and software not listed above, Service Provider's goal is to resolve all Severity 1 failures within two hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</b></p> | <p>Failure of any system control equipment element. (e.g. equipment at a master site or prime site).</p> <p>Any failure which results in the loss of wide area operation of one or more simulcast radio sub-system.</p> <p>Failure of operation of 25% or more of the operator stations in a dispatch center.</p> <p>This level represents the most critical issues affecting significant portions of the System and its users.</p> |

|            |   |   |   |
|------------|---|---|---|
| Severity 2 | Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first. | <p><b>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU.</b></p> <p><b>Concerning equipment and software not listed above Service Provider's goal is to resolve all Severity 2 failures within twelve hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</b></p> | <p>Loss of 20% or more voice talk-path capacity at a site.</p> <p>Failure of operation of any individual site that comprises a part of a simulcast subsystem or multicast site.</p> <p>Any Backhaul failure which causes either a loss of traffic through a path or loss of node redundancy.</p> <p>Network Management System (NMS) failure</p> <p>dispatch center failure impacting operations.</p> <p>Loss of connectivity of any dispatch or RF site to the core network.</p> <p>Environmental alarms, such as DC plant and backup power.</p> <p>This level represents major issues that results in an impaired or unusable sub-system, or loss of critical features from the End User Agency's perspective.</p> |
|------------|---|---|---|

|            |  |  |  |
|------------|--|--|--|
| Severity 3 | Field Servicer shall be en-route as soon as possible after Contractor or Service Provider detects or is notified of the failure, whichever occurs first. | <p><b>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment, microwave system equipment and software and MPLS equipment and software and, if equipment is malfunctioning, install new equipment.</b></p> <p><b>Concerning equipment and software not listed above, Service Provider's goal is to resolve all Severity 3 failures within twenty-four hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</b></p> | <p>Loss of less than 20% of voice talk-path capacity at any site.</p> <p>Any Backhaul failure or alarm which does not result in loss of traffic or redundancy.</p> <p>No more than 1 console out-of-service at any dispatch location.</p> <p>Loss of any NMS workstation.</p> <p>This level represents moderate issues that limit End User Agency's normal use of the system, sub-system, product, or major non-critical features from an End User Agency's perspective.</p> |
|------------|--|--|--|