



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

9:00 A.M. – Monday, July 13, 2020

View live via Facebook: <http://www.Facebook.com/RentonRFA>

- Call Meeting to Order
- 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 [June 8, 2020 Regular Meeting Minutes](#)
 - Approval of [June 26, 2020 Special Meeting Minutes](#)
 - Approval of [Vouchers](#): AP Check Register 5/16/2020 – 6/15/2020
Payroll Check List 5/1/2020 – 5/31/2020
- Signing of Vouchers
- Board Committee Reports
 - Budget and Finance Committee
 - Operations and Capital Committee
- [Chief's Report](#)
- Division Reports
- Correspondence
 - [Local 864 Letter to Governance Board](#)
- Unfinished Business
 - Fire Chief Recruitment
- New Business
 - [Regular Meeting Date Survey](#)

GOVERNANCE BOARD REGULAR MEETING AGENDA

January 13, 2020

Page 2 of 2

- [Adoption of Bad Debt Policy](#)
- [RRFA 2021 Budget Calendar \(Information Only\)](#)
- [King County ILA](#)
- [Capital Purchase, HazMat Equipment via Department of Ecology Grant](#)
- [Procurement of Staff Vehicles for IT](#)
- [Tri-Med Contract Renewal](#)

- Good of the Order

- Executive Session

- Future Meetings:
 - Monday, July 27, 2020, 9:00 a.m., Budget/Finance Committee Meeting, Fire Station #13 (18002 108th Ave SE, Renton)
 - Monday, July 27, 2020, 10:30 a.m., Operations/Capital Committee Meeting, Fire Station #13 (18002 108th Ave SE, Renton)
 - Monday, August 10, 2020, 9:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave SE, Renton)

- Adjournment



Renton Regional Fire Authority

18002 108th Ave SE
Renton, WA 98055
Office: (425) 276-9500
Fax: (425) 276-9592

MINUTES

RFA Governance Board Regular Meeting

9:00 A.M. – Monday, June 8, 2020

Videoconference

CALL TO ORDER

Governance Board Chair Abercrombie called the Regular Meeting to order at 9:01 a.m.

ROLL CALL

Governance Board Members Present:

Kerry Abercrombie, Chair (Fire District 25)
Marcus Morrell (Fire District 25)
Ryan McIrvine (City of Renton)
Myron Meikle (Fire District 25)
Randy Corman (City of Renton)
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Ruth Pérez, Vice Chair (City of Renton)

Administrative Staff Present:

Chief Rick Marshall, Deputy Chief Chuck DeSmith, Deputy Chief Mark Seaver, Chief Administration Officer Samantha Babich, Fire Marshal Anjela Barton, Lieutenant Robert Hyslop, Site Reliability Engineer Wyatt Humphreys, and Administrative Specialists Linda Mann and Dudley Jackson.

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

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations, or presentations.

CONSENT AGENDA

Approval of Minutes

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Corman to approve the minutes from the May 11, 2020 meeting. **MOTION CARRIED (5-0)**

Approval of Vouchers

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

- AP Check Register 4/16/2020 – 5/15/2020, Payroll 4/1/2020 – 4/30/2020 **MOTION CARRIED (5-0)**

GOVERNANCE BOARD REGULAR MEETING MINUTES

June 8, 2020

Page 2 of 4

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Marshall's report included the following:

- Recent Promotions and Assignments: Please join us in congratulating the following members on their newest assignment: Chris Borgen promoted from Firefighter to Engineer, Jacob Smith promoted from Engineer to Lieutenant, Riley McDuffy promoted from Firefighter to Engineer, Chris Gerke promoted from Engineer to Lieutenant, LaQuanza Flowers promoted from Finance Analyst to Sr. Finance Analyst, and Linda Mann promoted from Administrative Specialist to HR Assistant.
- COVID CARES Relief from King County: With the help of Doug Levy, Government Affairs consultant for the City of Renton, the RRFA will be applying for financial relief of COVID related expenses. We estimate the request to be approximately \$180,000.
- Red Lion Update: As stated in Chief Marshall's brief to the Board on May 29, Chief Marshall has assigned DC DeSmith to be the response liaison and FM Barton as life safety liaison for the de-intensification shelter at the Red Lion. We continue to conduct twice weekly life safety inspections and generally see one infraction a week. Calls are steady at about 1 per day. Crews are doing a good job of documenting any issues and DC DeSmith is using that information to ensure appropriate care and safety for our crews.
- Phasing in of Operations: To bring some clarity and predictability to the restarting of operations executive staff has worked to develop a plan that aligns with the Governor's 4 phase approach (attached). In addition, the King County Fire Chiefs have created a task force to work on a phased approach to response operations.
- Employees Who Have Left: We lost two of our probationary firefighters. One resigned for personal reasons effective May 16. His decision to end his employment was not shared with Chief Marshall, but he was grateful for the opportunity. The second firefighter was unable to successfully navigate his work improvement plan and JATC 1A test after 2 attempts, so we separated service. We also separated service with one of our recruits who failed to successfully complete the Academy.
- Revenue Projections: Property tax was due on June 1. We will not know the specifics until the June 10 report from King County, however, we currently expect the amount to be approximately 85%.

DIVISION REPORTS

There were no division reports.

CORRESPONDENCE

The RFA received a letter from McKnight Middle School student, Gretchen Freer, thanking us for the work that we do to keep everyone safe.

UNFINISHED BUSINESS

There was no unfinished business.

GOVERNANCE BOARD REGULAR MEETING MINUTES

June 8, 2020

Page 3 of 4

NEW BUSINESS

Appointment of Governing Board Secretary

The Governing Board Bylaws and Governing Rules establish the position of Board Secretary. The Bylaws and Governing Rules provide that the Board Secretary is responsible for preparing agendas, minutes, meeting notices, and other duties specified therein. Section 5.4 of the Bylaws and Governing Rules requires that the Board designate the Board Secretary by motion.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Corman to appoint Dudley Jackson as the Board Secretary to serve at the pleasure of the Board until such time as the Board appoints a successor. **MOTION CARRIED (5-0)**

Adoption of Procurement Policy

With the changes made to the Washington State Bid Law requirements for local government agencies, we are updating the existing procurement policy to align with the changes to remain in compliance.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Corman to adopt the new Procurement Policy for the Renton RFA. **MOTION CARRIED (5-0)**

Adoption of Resolution #2020-03 Electronic Signature Authorization

Allowing the use of Adobe Sign and DocuSign to affix e-signatures to electronic records will promote efficiency, conserve public resources, and provide reasonable assurance of the integrity, authenticity, and non-repudiation of electronic documents when electronic signatures are used by RRFA. Reducing RRFA's reliance on paper-based transactions will further improve information security and sharing, allow faster approval of and access to documents, and reduce costs and environmental impacts.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Corman to adopt the Use of Electronic Signatures policy for the RFA and adopt Resolution 2020-03 Permitting the Use of Electronic Signatures. **MOTION CARRIED (5-0)**

GOOD OF THE ORDER

Chief Marshall informed the Board he is considering moving the regular Board meetings to Fire Station #14 to align with the new social distancing guidelines set in place.

EXECUTIVE SESSION

There was no executive session.

FUTURE MEETINGS

- Monday, June 22, 2020, 9:00 a.m., Budget and Finance Committee Meeting, Fire Station #13 (18002 108th Ave. S.E., Renton)
- Monday, June 22, 2020, 10:30 a.m., Operations and Capital Committee Meeting, Fire Station #13 (18002 108th Ave. S.E., Renton)
- Monday, July 13, 2020, 9:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave. S.E., Renton)

GOVERNANCE BOARD REGULAR MEETING MINUTES

June 8, 2020

Page 4 of 4

ADJOURNMENT

Chair Abercrombie adjourned the meeting at 9:21 a.m.

Kerry Abercrombie, Board Chair

Dudley Jackson, Administrative Specialist



Renton Regional Fire Authority

18002 108th Ave SE
Renton, WA 98055
Office: (425) 276-9500
Fax: (425) 276-9592

MINUTES

RFA Governance Board Special Meeting

10:00 A.M. – Friday, June 26, 2020

Zoom Meeting / Facebook: <http://www.Facebook.com/RentonRFA>

CALL TO ORDER

Governance Board Chair Abercrombie called the Special Meeting to order at 10:08 a.m.

ROLL CALL

Governance Board Members Present:

Kerry Abercrombie, Chair (Fire District 25)
Ruth Pérez (City of Renton)
Myron Meikle (Fire District 25)
Randy Corman (City of Renton)
Ryan McIrvine (City of Renton)
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Marcus Morrell, Board Member (Fire District 25)

A **MOTION** was made by Vice Chair Pérez and **SECONDED** by Board Member Corman to excuse absent Board Member Morrell from the special meeting. **MOTION CARRIED (5-0)**

Administrative Staff Present:

Chief Rick Marshall, Chief Administration Officer Samantha Babich, Deputy Chief Roy Gunsolus, Deputy Chief Chuck DeSmith, Deputy Chief Mark Seaver, Fire Marshal Anjela Barton, RFA Legal Counsel Brian Snure, FD40 Representative Charlotte Ryan, Captain Simonds, IT Technician Wyatt Humphreys, Administrative Supervisor Christine Noddings, and Administrative Specialist Dudley Jackson.

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations, and presentations.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

There was no consent agenda.

SIGNING OF VOUCHERS

There was no signing of vouchers.

GOVERNANCE BOARD REGULAR MEETING MINUTES

January 13, 2020

Page 2 of 4

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

There was no chief's report.

DIVISION REPORTS

There were no division reports.

CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Pending and Future Projects / Significant Areas List

Chief Marshall reviewed with the governance board the list of projects being overseen by the Fire Chief and significant areas of department business covered by the Fire Chief.

External vs. Internal Hiring options Summary

Chief Administration Officer Babich reviewed with the governance board the process of doing an external hire vs. an internal hire for the Fire Chief position. The pros and cons of each process was also presented to the board.

King County Fire District 40 Comment

Board Member Sartnurak and KCFD 40 Representative Charlotte Ryan provided input on the Fire Chief Hiring Process on behalf of KCFD 40.

Local 864 Comment

Vice President Captain Ryan Simonds provided input on the Fire Chief Hiring Process on behalf of Local 864.

Local 2170 Comment

Shop Steward Dudley Jackson provided input on the Fire Chief Hiring Process on behalf of Local 2170.

GOOD OF THE ORDER

There was no good of the order.

EXECUTIVE SESSION

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

Executive Session was called at 10:40 a.m. for 17 minutes. The meeting reconvened at 10:57 a.m.

GOVERNANCE BOARD REGULAR MEETING MINUTES

January 13, 2020

Page 3 of 4

FUTURE MEETINGS

- Monday, July 13, 2020, 9:00 a.m., Governance Board Regular Meeting,
Fire Station #13 (18002 108th Ave. S.E., Renton)

ADJOURNMENT

Chair Abercrombie adjourned the meeting at 11:11 a.m.

Kerry Abercrombie, Board Chair

Dudley Jackson, Administrative Specialist

VOUCHER APPROVAL FOR JULY 13TH, 2020 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.

Renton Regional Fire Authority Finance Committee:

Kerry Abercrombie, Chairperson

Ryan McIrvine, Board Member

Myron Meikle, Board Member

Marcus Morrell, Board Member

Randy Corman, Board Member

Ruth Pérez, Board Member



RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: July 13, 2020

TO: Kerry Abercrombie (Fire District 25)
Randy Corman (City of Renton)
Ryan McIrvine (City of Renton)
Myron Meikle (Fire District 25)
Marcus Morrell (Fire District 25)
Ruth Pérez (City of Renton)
Linda Sartnurak (Non-voting Advisory Position, Fire District 40)

FROM: Rick Marshall, Fire Chief

SUBJECT: Renton Regional Fire Authority Chief's Report

1. Recruit Graduation

Our five newest members graduated from the academy on June 25. Due to COVID-19 restrictions, attendees were limited to recruits and immediate family members to accommodate social distancing. Of note:

Jace Reyes was selected as Valedictorian and Chief's Company.

2. COVID-19 Update

Renton RFA is working with King County regarding reimbursement for expenses related to the Red Lion and continue to monitor operations to decrease the number of inspections. We are currently down to one inspection per week as we observe a decline in fire code violations at that location.

Providing the highest level of protection for our members continues to be a top priority, and we continue to modify our organizational approach with exposure prevention to align with the orders set by our government. Face coverings are mandatory for all members when in general gathering areas or outside of their exclusive workstations. Self-check stations have been provided for admin staff separate from the self-check stations provided for firefighters.

3. City of Renton ILA

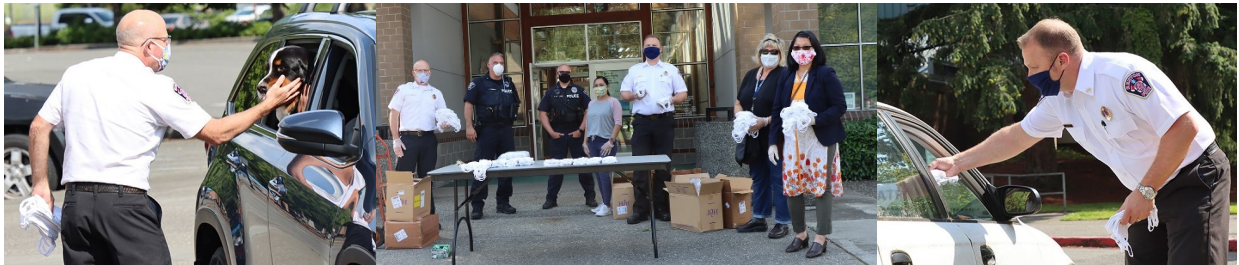
We continue to work with our attorney, Brian Snure, and the City Attorney to finalize the shared services agreement between the RFA and the City of Renton.

4. Budget Maintenance & 2021 Budget Process

We continue to monitor the 2020 budget to ensure that we have funds necessary to continue operations with a minimal disruption to service. The Executive Team is meeting on July 23 to begin the 2021 budget process, and it is our expectation to have the budget calendar to the Governance Board by the Committee meetings on July 27.

5. Free Face Masks for the Community

On July 2, Renton RFA began partnering with the City of Renton and Renton Community Service & Recreation to distribute a total of 20,000 free masks to residents to help keep our community members safe and healthy. Over 15,000 masks were provided to the community in less than a week, roughly 4,000 of which were distributed on the first day. It has been a challenging year, but our community has come together to support one another in ways that make us proud.



6. Community Engagement

Renton RFA partnered with City of Renton Community Services on July 10 to provide a free s'mores kit to families. This event is part of the month-long *Campin' Out!: Wellness in the Wilderness* event that offers a variety of activities for community participation via live stream on the Renton Community Services Facebook page or Zoom.

7. Annual Fleet Admin Board Meeting

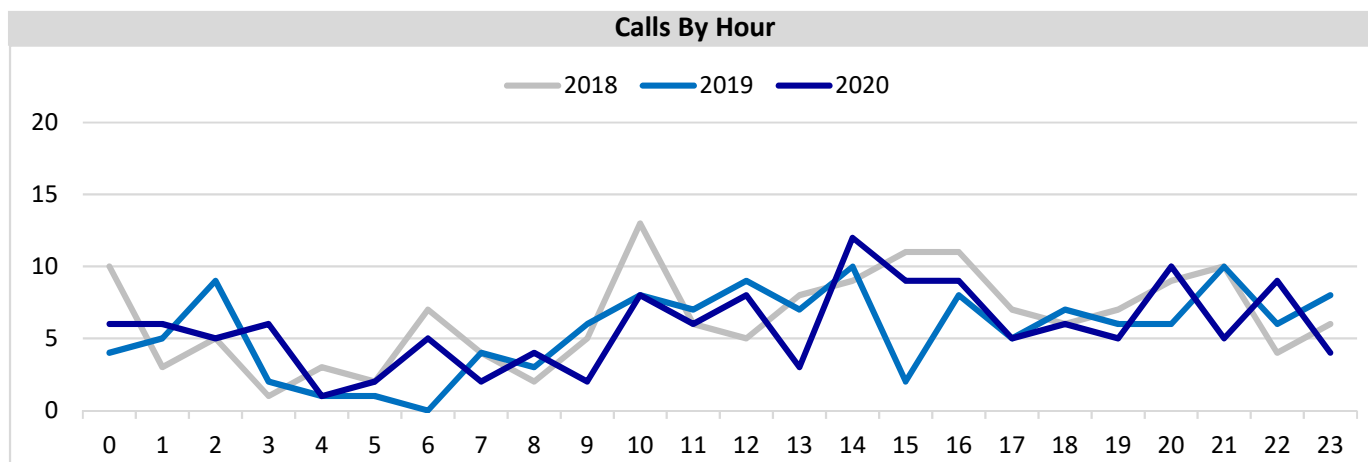
As of the beginning of January 2020, we no longer have Fleet maintenance services through the City of Renton. Since then, Renton RFA has joined with the South King County Garage Consortium in collaboration with other RFAs on the Admin Board. In order to develop true and accurate costs for service, the Finance team worked together to develop the costing model. Participating on the team was VRFA CFO Mark Horaski, PSRFA CFO Jon Napier, RRFA CAO Samantha Babich and RRFA Sr. Finance Analyst Jennifer Zhou, bringing forth a great example of partnership and collaboration within our region.

8. Please see the attached reports for the July 4th Response Operations statistics.

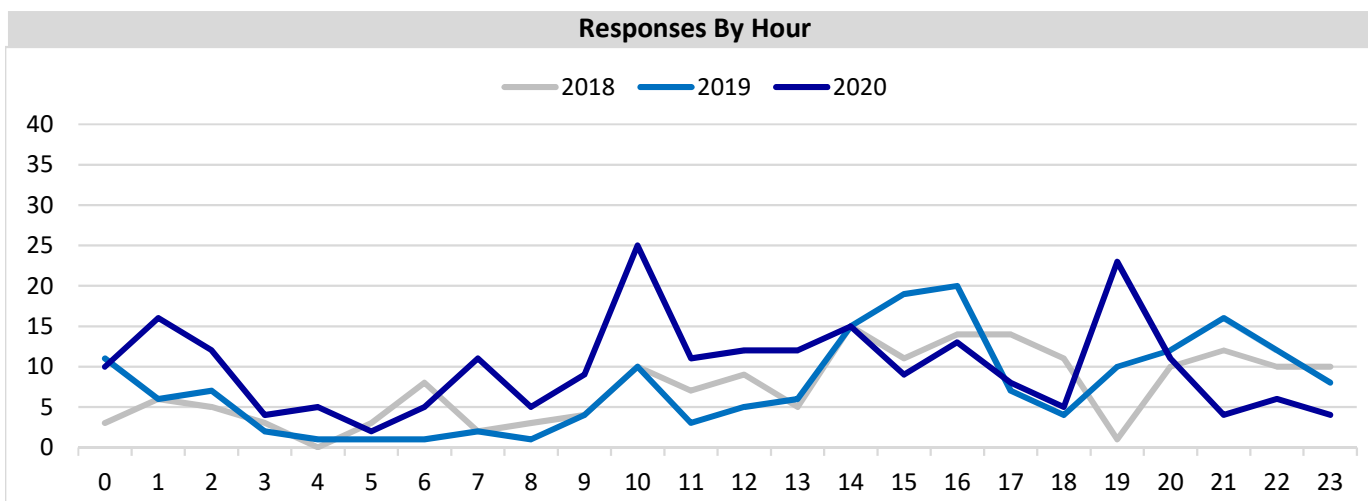


Renton Regional Fire Authority
Annual Comparison Report
July 3rd - July 5th

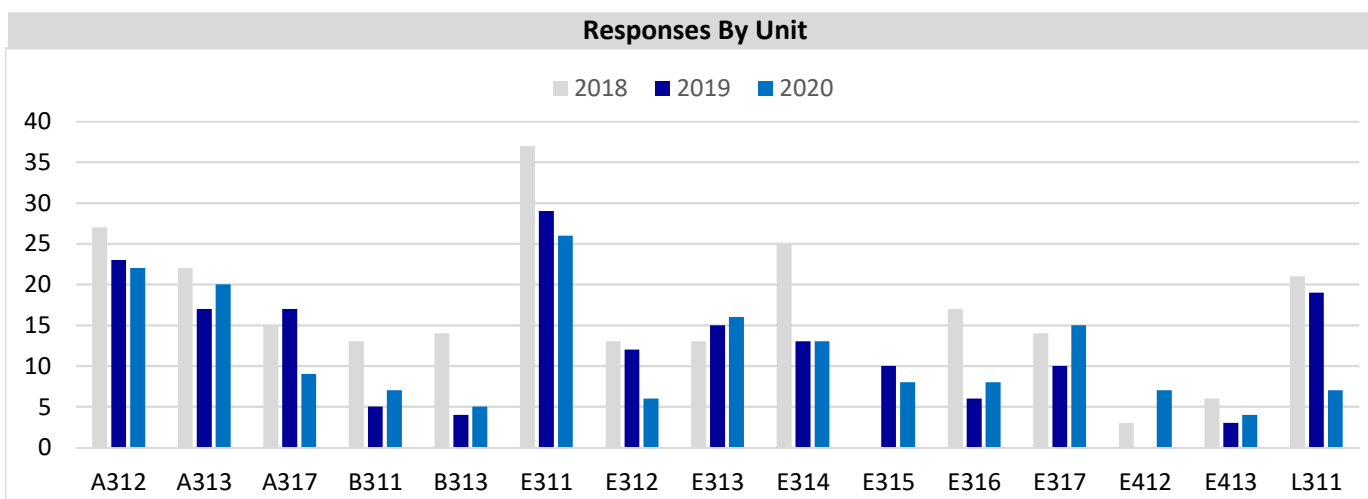
Regular and Reserve Units
All Responses
All Calls, I/J



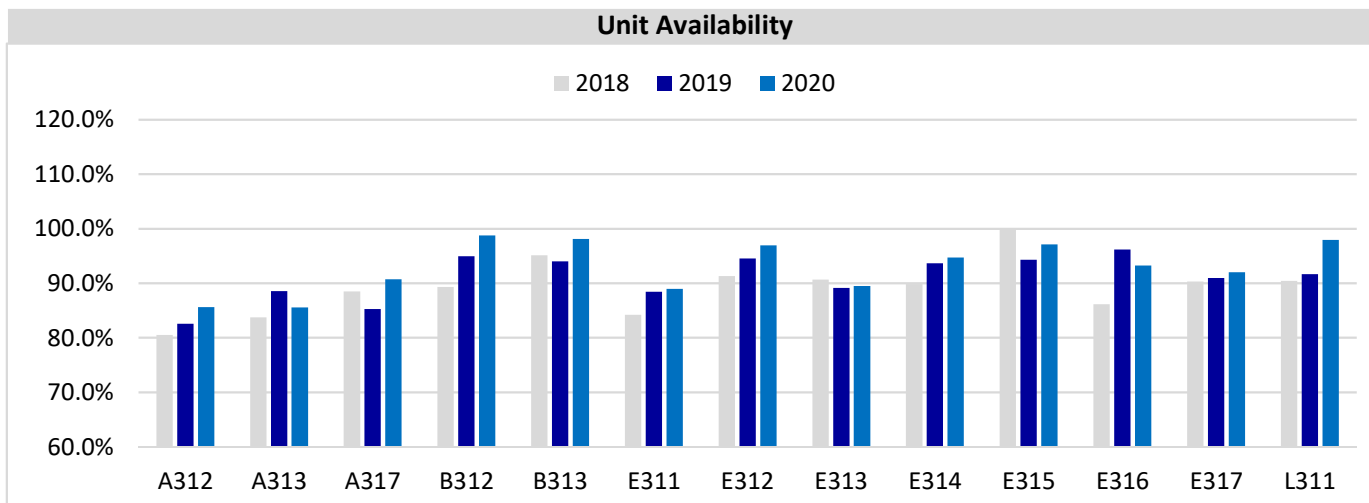
*See Appendix A for data table.



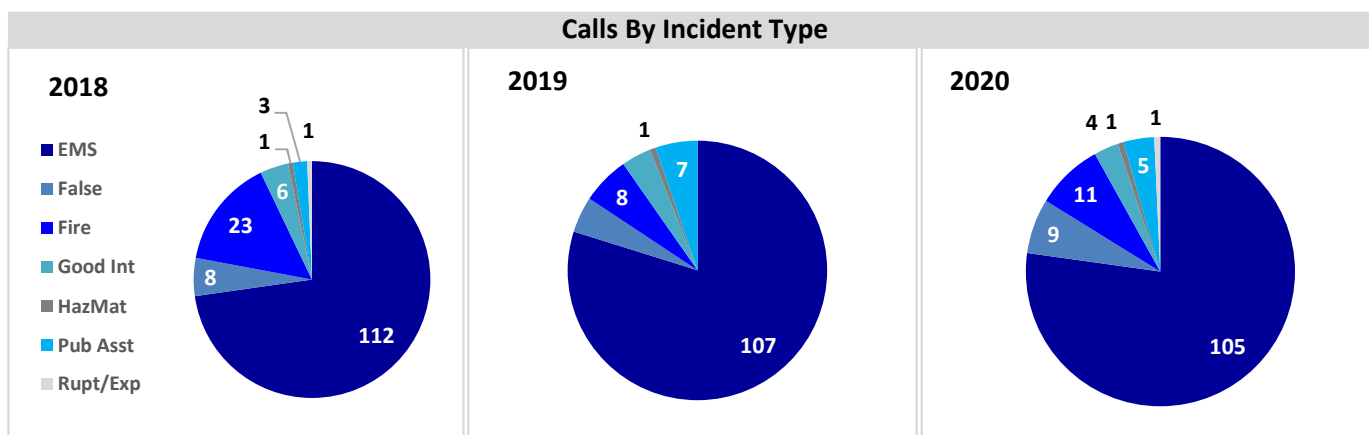
*See Appendix B for data table.



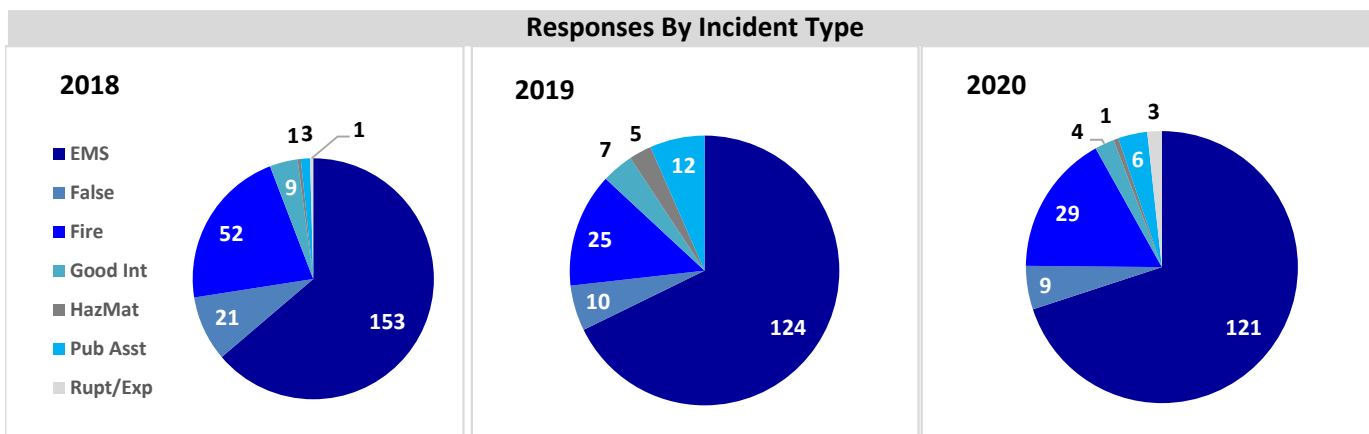
*See Appendix C for data table.



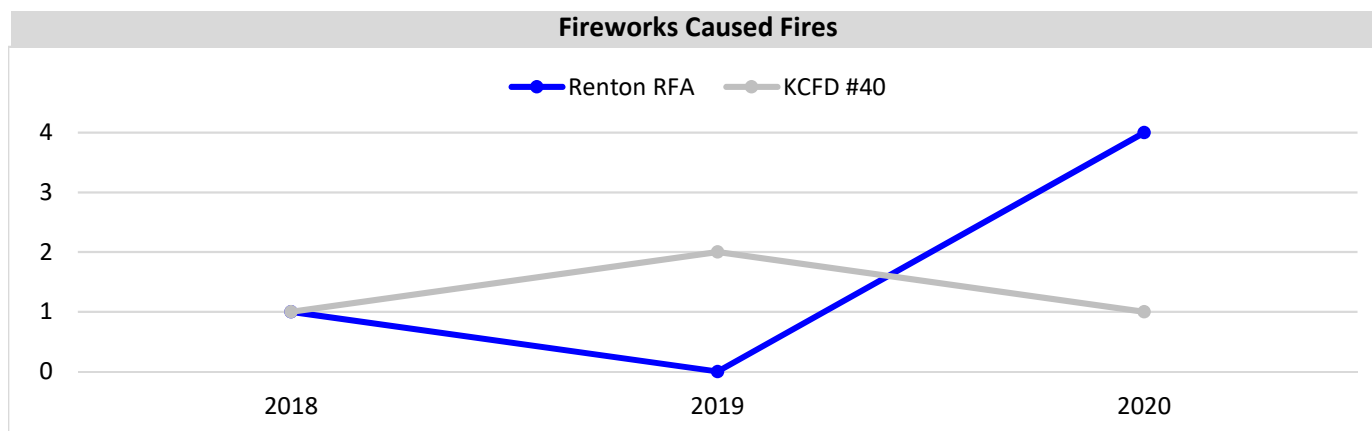
*See Appendix D for data table.



*See Appendix E for data table.



*See Appendix F for data table.



*See Appendix G for data table.

Appendix A - Calls By Hour

Hour	2018				2019				2020			
	7/3	7/4	7/5	Total	7/3	7/4	7/5	Total	7/3	7/4	7/5	Total
0	2	4	4	10	0	3	1	4	1	2	3	6
1	1	2	0	3	0	1	4	5	2	1	3	6
2	0	3	2	5	3	2	4	9	1	1	3	5
3	0	1	0	1	1	0	1	2	2	1	3	6
4	0	0	3	3	0	1	0	1	0	0	1	1
5	0	1	1	2	1	0	0	1	1	0	1	2
6	2	1	4	7	0	0	0	0	4	0	1	5
7	1	0	3	4	0	1	3	4	1	1	0	2
8	0	1	1	2	1	0	2	3	2	1	1	4
9	1	2	2	5	1	1	4	6	1	1	0	2
10	2	3	8	13	5	1	2	8	1	5	2	8
11	1	1	4	6	1	2	4	7	3	1	2	6
12	2	1	2	5	3	2	4	9	4	1	3	8
13	0	3	5	8	1	1	5	7	2	0	1	3
14	3	4	2	9	1	2	7	10	4	6	2	12
15	5	3	3	11	0	1	1	2	4	3	2	9
16	4	5	2	11	0	4	4	8	3	3	3	9
17	1	2	4	7	2	0	3	5	1	2	2	5
18	2	2	2	6	4	2	1	7	3	0	3	6
19	0	2	5	7	0	1	5	6	1	0	4	5
20	3	3	3	9	2	1	3	6	2	4	4	10
21	4	3	3	10	4	5	1	10	2	3	0	5
22	3	1	0	4	2	2	2	6	2	6	1	9
23	2	2	2	6	5	2	1	8	1	2	1	4
Total	39	50	65	154	37	35	62	134	48	44	46	154

Appendix B - Responses By Hour

Hour	2018				2019				2020			
	7/3	7/4	7/5	Total	7/3	7/4	7/5	Total	7/3	7/4	7/5	Total
0	2	0	1	3	6	3	2	11	4	1	5	10
1	4	0	2	6	4	1	1	6	0	13	3	16
2	0	3	2	5	4	2	1	7	4	5	3	12
3	0	1	2	3	1	0	1	2	0	1	3	4
4	0	0	0	0	0	1	0	1	3	0	2	5
5	0	1	2	3	1	0	0	1	1	0	1	2
6	2	0	6	8	1	0	0	1	4	0	1	5
7	1	0	1	2	0	1	1	2	8	3	0	11
8	0	1	2	3	1	0	0	1	1	3	1	5
9	1	2	1	4	2	1	1	4	5	4	0	9
10	2	6	2	10	4	1	5	10	14	3	8	25
11	3	1	3	7	1	2	0	3	5	4	2	11
12	2	3	4	9	1	3	1	5	2	6	4	12
13	0	3	2	5	5	1	0	6	5	6	1	12
14	7	2	6	15	6	2	7	15	6	6	3	15
15	6	0	5	11	15	1	3	19	3	5	1	9
16	11	0	3	14	11	5	4	20	2	7	4	13
17	1	5	8	14	4	0	3	7	4	3	1	8
18	3	4	4	11	2	2	0	4	2	1	2	5
19	0	0	1	1	8	2	0	10	6	11	6	23
20	4	3	3	10	6	1	5	12	3	4	4	11
21	5	5	2	12	3	8	5	16	3	1	0	4
22	6	2	2	10	1	3	8	12	0	5	1	6
23	3	6	1	10	3	2	3	8	2	1	1	4
Total	63	48	65	176	90	42	51	183	87	93	57	176

Appendix C - Responses By Unit

Unit	2018	2019	2020	Total
A312	27	23	22	72
A313	22	17	20	59
A317	15	17	9	41
B311	13	5	7	25
B313	14	4	5	23
E311	37	29	26	92
E312	13	12	6	31
E313	13	15	16	44
E314	25	13	13	51
E315		10	8	18
E316	17	6	8	31
E317	14	10	15	39
E412	3		7	10
E413	6	3	4	13
L311	21	19	7	47
Total	240	183	173	596

Appendix D - Unit Availability

Unit	2018	2019	2020	In Service	2018	2019	2020
A312	14:02:52	12:34:13	10:21:30	72:00:00	80.5%	82.5%	85.6%
A313	11:42:16	8:13:55	10:23:27	72:00:00	83.7%	88.6%	85.6%
A317	8:18:07	10:37:57	6:41:32	72:00:00	88.5%	85.2%	90.7%
B312	7:41:10	3:38:43	0:54:48	72:00:00	89.3%	94.9%	98.7%
B313	3:31:33	4:18:32	1:22:27	72:00:00	95.1%	94.0%	98.1%
E311	11:21:52	8:20:39	7:56:22	72:00:00	84.2%	88.4%	89.0%
E312	6:16:57	3:55:26	2:12:57	72:00:00	91.3%	94.6%	96.9%
E313	6:44:30	7:49:39	7:33:50	72:00:00	90.6%	89.1%	89.5%
E314	7:18:11	4:35:28	3:48:34	72:00:00	89.9%	93.6%	94.7%
E315		4:05:37	2:06:15	72:00:00	100.0%	94.3%	97.1%
E316	9:58:13	2:44:51	4:51:22	72:00:00	86.2%	96.2%	93.3%
E317	6:59:49	6:31:55	5:45:30	72:00:00	90.3%	90.9%	92.0%
L311	6:53:34	6:01:33	1:30:04	72:00:00	90.4%	91.6%	97.9%
Total	100:49:04	83:28:28	65:28:38	936:00:00	89.2%	91.1%	93.0%

Appendix E - Calls By Incident Type

Unit	2018	2019	2020	Total
EMS	112	107	105	324
False	8	6	9	23
Fire	23	8	11	42
Good Int	6	5	4	15
HazMat	1	1	1	3
Pub Asst	3	7	5	15
Rupt/Exp	1		1	2
Total	154	134	136	424

Appendix F - Responses By Incident Type

Unit	2018	2019	2020	Total
EMS	153	124	121	398
False	21	10	9	40
Fire	52	25	29	106
Good Int	9	7	4	20
HazMat	1	5	1	7
Pub Asst	3	12	6	21
Rupt/Exp	1		3	4
Total	240	183	173	596

Appendix G - Fireworks Caused Fires

Station	Inc Type	2018	2019	2020
11	140	1		
12	140			1
	143			1
	154			1
16	154			1
17	111	1	1	
	112			1
	142		1	
Total		2	2	5

Summary	2018	2019	2020
Renton RFA	1	0	4
KCFD #40	1	2	1
Total	2	2	5

Renton Fire Fighters Union, L864

Affiliate of the International Association of Fire Fighters AFL-CIO CLC PO Box 67, Renton WA 98057



Robert Hyslop
President
IAFF Local 864
PO BOX 67
Renton, WA 98057

July 8, 2020

Governance Board Members: All
c/o Rick Marshall, Fire Chief
Renton Regional Fire Authority
18002 108th Ave SE
Renton, WA 98055

Renton RFA Governance Board Members:

Local 864 deeply values its relationship with the RFA Governance Board as well as the fire department administration. With the announcement that Chief Marshall will retire later this year, our organization faces a time of transition. The Local views this as an opportunity for organizational growth, collaboration, and reinforcing our relationships. Let us embrace this change as a springboard that will take the RRFA to greater heights and not as a time remembered for confusion and uncertainty.

I speak for all Local 864 members when I say that we are committed to future organizational success. The firefighter's union should be considered an important stakeholder as it pertains to the RRFA's future, and the union leadership will have a close working relationship with the future Chief of the RRFA.

I would like to formally request that Local 864 be given representation on the selection committee charged with finding the future Fire Chief of the RRFA, with all of the same rights, privileges and responsibilities as other committee members. Local 864 has a valuable and unique perspective to offer, has a vested interest in the selection of a fantastic future leader of our department, and is enthusiastic about contributing to the process.

I appreciate the Governance Board's consideration of the Local's perspective and look forward to continued dialogue with you all.

Regards,

Robert Hyslop
President
IAFF Local 864



Governing Board Agenda Item

SUBJECT/TITLE: Governance Board Meeting Dates and Times

STAFF CONTACT: Chief Marshall

SUMMARY STATEMENT:

Currently, the Board meets on the second Monday of each month, and Committees meet on the 4th Monday of each month. A survey was conducted to determine the best days of the month to hold the meetings at Station 14 to better accommodate social distancing once meetings are allowed by the Governor.

FISCAL IMPACT:

Expenditure N/A Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

The responses indicated the best days to hold the regular meeting from 4-5:00 p.m. are the 2nd, 3rd or 4th Tuesday of each month, while the most conflicting days of the month are Mondays and Fridays.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Meeting Date Survey Response Analysis
Resolution 2020-04 Establish Regular Meeting Schedule

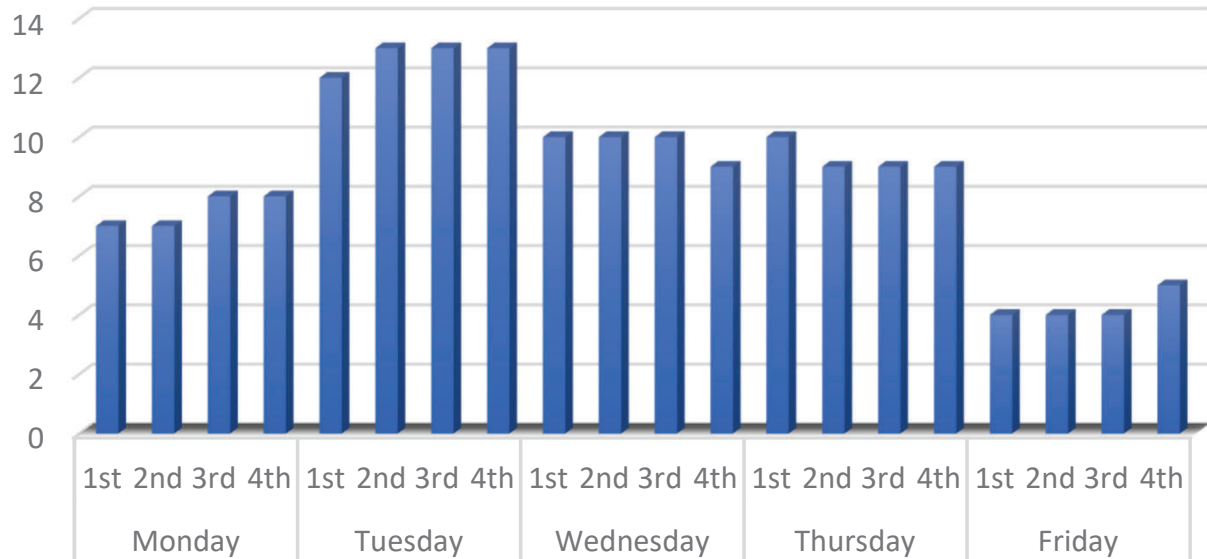
RFA GOVERNANCE BOARD RECOMMENDED ACTION:

If the Board so desires to move the meeting date and time, a motion to approve one of the attached resolutions would be appropriate.

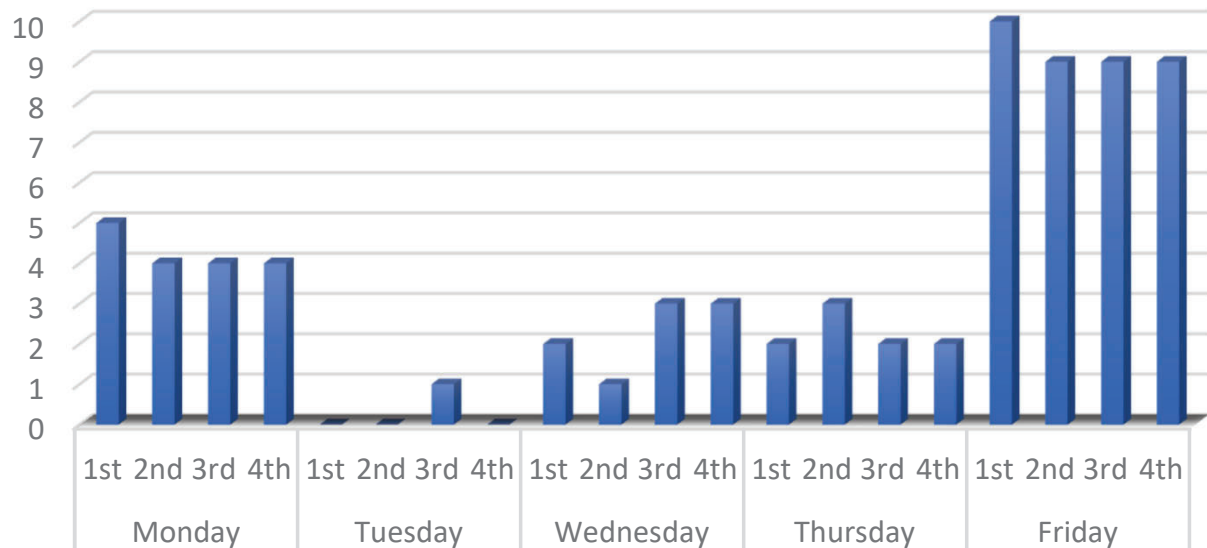
I move to approve Resolution 2020-04 Establish Regular Meeting Schedule as the ____ Tuesday of each month at 4:00 p.m. at Fire Station #14 (1900 Lind Ave SW, Renton).

Regular Meeting Date Survey Results

Available Dates



Conflicting Dates



RENTON REGIONAL FIRE AUTHORITY
RESOLUTION NO. 2020-04
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.

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

The _____ Tuesday of the month at 4:00 p.m. at Fire Station #14 (1900 Lind Ave SW, Renton).

Adoption: ADOPTED by the Governing Board of Renton Regional Fire Authority, at a regular meeting of such Board on the 13th day of July 2020 the following Board Members being present and voting:

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member



Governing Board Agenda Item

SUBJECT/TITLE: Adoption of Bad Debt Policy

STAFF CONTACT: Samantha Babich

SUMMARY STATEMENT:

An updated finance policy is presented for your review.

FISCAL IMPACT:

Expenditure N/A Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

As part of the policy review process, we are updating finance policies. The attached policy has been updated to reference RCW 62A.3-515 and RCW 19.16.500.

Reviewed by Legal Yes ☐ No ☐

EXHIBITS:

Bad Debt_DRAFT

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt the updated Bad Debt policy as presented.



Renton RFA Policy & Guidelines

2313				
ADMINISTRATION		Bad Debt		
Effective Date:	July 1, 2016	Approval:	Signature on file	RRFA Board
Last Revision:	October 22, 2018			Chairperson
Last Reviewed:	October 22, 2018			

Table of Contents

1.0	Statement of Policy	1
2.0	Affected Members	2
3.0	Objectives.....	2
4.0	Responsibility	2
5.0	Procedures	3
6.0	References	3
7.0	Appendix	3

1.0 Statement of Policy

To establish a policy for handling the collection of bad debt.

- 1.1 It is a policy of Renton Regional Fire Authority (RRFA) that when accounts are determined to be uncollectible by the Finance Section, these accounts will be referred to RRFA's designated collection agent.
- 1.2 All monies due RRFA will be considered a fair and owing debt to RRFA.
- 1.3 All customers owing RRFA money, which has not been paid within thirty-five (35) days of the original due date, will be sent a statement of the past due amount.
- 1.4 All customers that have not paid within sixty (60) days of the original due date will be sent a statement of the past due amount.
- 1.5 All customers that have not paid within ninety (90) days of the original due date will be sent a Final Notice with a thirty (30) day response deadline. This Final Notice shall advise the Customer that if payment is not received by the deadline, the debt will be referred to a

collection agency, a xx% collection fee will be added to the account, and interest at the rate of 12% per annum will begin to accrue. If the customer does not respond within thirty (30) days, a Finance Section employee will send the information on the debt to RRFA's designated collection agent.

- 1.6 If RRFA's designated collection agent has not been able to collect the debt after one year, RRFA will proceed with preparing to write-off the debt as outlined in Section 5.0.
- 1.7 All debt, which has been sent to RRFA's designated collection agent, is subject to collection fees and interest as prescribed by [RCW 62A.3-515](#) and [RCW 19.16.500](#).
- 1.8 Definitions
 - 1.9.1 Debt: For the purpose of this policy, debt is defined as money due to RRFA for any reason.
 - 1.9.2 Bad Debt: Bad debt is defined as money owed to RRFA, which has not been paid, due to non-response of the debtor or because negotiable items (i.e., check, money order, etc.) were not honored (by the bank, credit union, etc.) for any reason.
 - 1.9.3 Customer: Any person, any organization, any business receiving any service or doing business with RRFA.
 - 1.9.4 Uncollectible: Refers to funds due to RRFA, on which RRFA has attempted to collect, but has been unsuccessful.
 - 1.9.5 Collection Agent: A licensed, bonded collection authority that has been retained to collect funds for RRFA.

2.0 Affected Members

Finance Section

3.0 Objectives

4.0 Responsibility

- 4.1 The Finance Section is responsible for formulating, implementing, and conducting Renton Regional Fire Authority's (RRFA's) collection efforts.
- 4.2 The Finance Section is responsible for notifying customers of past due amounts owed RRFA. Finance shall send notification as outlined in Section 1.0 of this policy.

5.0 Procedures

- 5.1 When RRFA has followed each step outlined in Section 1.0 to collect past due money and has failed, a Finance employee will organize all documentation on the debt (i.e.: original invoice/backup, uncollectible negotiable items, etc.) and send the documentation to RRFA's designated collection agent.
- 5.2 For a period of one year, RRFA's designated collection agent will attempt to collect the monies due to RRFA. If the collection agent fails to collect the debt during the one year period, a Finance employee will prepare a list (see 5.3 and 5.4) of the customers who owe RRFA funds deemed uncollectible, and submit that list to the Chief Administration Officer. The list will include: 1) customer name, 2) original date of invoice/bad check, 3) dollar amount due, 4) the purpose of the original invoice, and 5) what amount the customer owes.
- 5.3
- 5.4 All accounts owing RRFA \$100.00 and under will be compiled into one list (as outlined in 5.2) and written off at the discretion of the Chief Administration Officer.
- 5.5 All accounts owing RRFA \$100.01 and over will be compiled into one list (as outlined in 5.2) and written off at the discretion of the Governance Board Finance Committee.

6.0 References

[RCW 19.16.500, Public Bodies May Retain Collection Agencies to Collect Public Debts - Fees](#)

[RCW 62A.3-515, Checks Dishonored by Nonacceptance or Nonpayment](#)

7.0 Appendix

N/A



Governing Board Agenda Item

SUBJECT/TITLE: RRFA 2021 Budget Calendar

STAFF CONTACT: Samantha Babich

SUMMARY STATEMENT:

The attached calendar outlines the dates for the major milestones in the budgeting process, taking into account meeting dates and known holidays.

FISCAL IMPACT:

Expenditure N/A Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

RRFA 2021 Budget Calendar

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

No action required at this time. Information only.

RRFA 2021 Budget Calendar

Month	Date	Task	Responsible / Coordinator	Participants	Goal
JANUARY					
	All Month	Review BARS and RCW for changes applicable to RFA.	Administration	Finance	Ensure compliance with all updates to BARS and RCW applicable to Fire Districts.
JUNE					
	All Month	Review and update financial policies	Administration	E-Team and Finance	Evaluate current financial policies and update if necessary
	All Month	Adopt revise financial policies as necessary	Administration	Administration / Governance Board	Ensure compliance with laws governing financial transactions.
	7/8/2020	Set funding priorities	Fire Chief	All related staff	To create priority list for ensuing year.
	Due 8/1/2020	Develop/update Capital Facilities Plan (CFP)	Administration/Support Services	Administration Planning	To review and update capital facilities needs and funding plan.
	7/8/2020	Finalize budget calendar	Administration/Fire Chief	Administration	Ensure all applicable target dates, meeting dates, and RCW notice requirements are met.
	7/10/2020	Notice of budget process kick-off	Fire Chief	All staff	Communication via administrative memorandum regarding budget process and guidelines.
JULY					
	7/13/2020	Budget schedule briefing to Governance Board	Fire Chief	All Board Member and staff	Present budget calendar to Governance Board as a briefing.
	7/23/2020	E-Team budget meeting	Administration	E-Team @ St 14	Establish overall budget guidelines and priorities, considering revenue trends, economic forecasts, projected personnel expense, major projects, and service levels.
	7/26/2020	Budget/Finance Committee Meeting	Administration	Budget/Finance Comm Finance Zoom	Establish overall budget guidelines and priorities, considering revenue trends, economic forecasts, projected personnel expense, major projects, and service levels.
AUGUST					
	8/17/2020	Budget requests due	Line Item Managers	Division Managers & Line Item Managers	All budget requests due by 5pm. Submittal through SharePoint.
	8/24/2020	1st budget workshop (TBD - may be virtual)	Administration	All staff. Division Managers & Line item Managers	Review budget requests compared to projected revenue. All staff are welcome to attend. Division Managers and Line Item Managers are highly encouraged to attend.
	8/31/2020	Budget revisions due	Line Item Managers		Revisions to budget requests due on SharePoint.
SEPTEMBER					
	9/8/2020	Request for King County assessed valuation	Administration		
	9/15/2020	King County preliminary assessed valuation due	Administration	King County Assessor	To get the 2020 Property valuation and estimated Property Tax and Fire Benefit Charge.
	TBD	Fire Benefit Charge estimate			

RRFA 2021 Budget Calendar

Month	Date	Task	Responsible / Coordinator	Participants	Goal
	9/17/2020	Develop preliminary budget	Administration	Fire Chief, Division Managers	To consolidate the full budget
	TBD	FD 40 contract estimate	Administration		To get estimate contract amount for FD 40 and provide to FD 40 Gov Board
	TBD	BLS revenue estimatedue	Operations/EMS		To get the BLS allocation
	9/28/2020	Budget/Finance Committee Meetng	Administration	Budget/Finance Comm Finance Zoom	To review suggested budget or any adjustments
OCTOBER					
	10/7/2020	Finalize preliminary budget	Administration	Finance	Prepare final balanced budget for Governance Board packets
	10/7/2020	Publication of public hearing dates	Board Secretary		
	10/12/2020	Present preliminary budget to Governance Board	Fire Chief	Governance Board	To submit the Preliminary Budget to the Governance Board
	10/26/2020	Public Hearing on A/V Levy RCW 84.55.120 Public Hearing on FBC RCW 52.26.230	Fire Chief	Governance Board Citizens	To review any suggested change from the Governance Board
NOVEMBER					
	11/15/2020	Deadline for certification of A/V by County Assessors RCW 84.52.070, RCW			
	11/23/2020*	Adopt Levy RCW 84.52.070 Adopt FBC RCW 52.260.230	Administration	Governance Board Citizens	*This is the 4th Monday and would be a special meeting of the Board in lieu of Committee meetings.
	11/30/2020	FBC Resolution provided to County Treasurer with report on public hearing RCW 52.26.230			
	11/30/2020	Levy provided to Assessor & Treasurer with report on public hearing RCW 84.52.070			
	11/30/2020	File Preliminary budget with County RCW 84.52.020			
DECEMBER					



Governing Board Agenda Item

SUBJECT/TITLE: Piggybacking ILA with King County

STAFF CONTACT: Mark Seaver

SUMMARY STATEMENT:

The Renton RFA would like to enter into an Interlocal Cooperative Purchasing Agreement with King County for making purchases for the Hazmat Team, specifically for the items in the Dept. of Ecology Grant.

FISCAL IMPACT:

Expenditure 0 N/A Revenue _____

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

National Safety, Inc. is a company that we often purchase equipment from for the Hazardous Materials Team and are vendors for the AREARAE Kits being purchased through the Dept. of Ecology Grant. They are not on the GSA or other common sites for us to make direct purchases from. King County has a contract with them that allows piggybacking and gives us the ability to make direct purchases. This contract has been reviewed by Brian Snure and approved to move forward.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

Interlocal Cooperative Purchasing Agreement attached.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve entering into the Interlocal Cooperative Purchasing Agreement with King County and authorize the Fire Chief to sign the ILA as presented.

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “**Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: _____, 20__

Dated: _____, 20__

By : _____

By : _____



Governing Board Agenda Item

SUBJECT/TITLE: Capital Purchase under the Dept. of Ecology Grant

STAFF CONTACT: Mark Seaver

SUMMARY STATEMENT:

The Renton RFA would like to make a Capital Purchase of \$94,874.96 for the equipment being funded by the Dept. of Ecology Grant.

FISCAL IMPACT:

Expenditure \$94,874.96 Revenue \$94,874.96

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

The Dept. of Ecology awarded the Renton RFA a 100% no matching grant for up to \$100,000 for remote Hazmat metering equipment. This grant was previously approved by the Governance Board for acceptance. The equipment list needs to be initially purchased by the RFA, but will be reimbursed in full. The equipment consists of an AREARAE Kit with associated supporting equipment, an UltraRae 3000 PID, and HazDust meters.

Reviewed by Legal Yes ☐ No ☐

EXHIBITS:

Invoices from National Safety, Inc. and Environmental Devices Corporation.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to authorize the purchase of un-budgeted HazMat equipment in the amount of \$94,874.96 from the Capital Equipment fund. This expense will be reimbursed through the Department of Ecology grant.



6910 S. 196th St. Kent, WA 98032
(800) 213-7092 * (253) 872-7471
www.nationalsafetyinc.com

Email: BBigger@Rentonwa.gov

To: Brett Bigger

Fax # _____

Co Name: Renton Fire

Phone # _____

Date: 6/11/2020

No of pages 1

Part #	Description	Qty	Price	Extended
458-W01R1101010567090011	RDK KIT AREARAE PRO INCLUDES:	1	\$63,087.00	\$63,087.00
	4 CSA ISM 900MHz//MESH/PID ppb/			
	LEL/02/CO/H2S/GAMA/RAEmet			
458-C030978000	Chlorine Sensor for AreaRae Pro	4	\$321.00	\$1,284.00
458-C030950000	Ammonia Sensor for AreaRae Pro	4	\$391.50	\$1,566.00
458-0290505000	RaeLink 3 Multi Function Modem	1	\$2,582.00	\$2,582.00
458-059D112100	UltraRae 3000+	1	\$5,819.25	\$5,819.25
	10.6eV Lamp 0-10,000ppm, kit w/cal			
458-C030912010	9.8eV Lamp .1-2000ppm 6 month/2 shelf	1	\$670.50	\$670.50
458-338BMTY	Intel Core i7, Windows10, laptop	1	\$1,300.00	\$1,300.00
458-T030001000	Sensor Conditioner 4R+ sensors	1	\$455.40	\$455.40
			Sub Total	\$76,764.15
			Est. Tax 10%	\$7,676.42
			Total	\$84,440.57

Thank you for the opportunity to quote you on these items. If I can be of further assistance please feel free to give me a call!

Sincerely,

Eric Hjort
eric@nationalsafetyinc.com

National Safety, Inc.
#1 for Service

Environmental Devices Corporation

Fieldstone Industrial Park
4 Wilder Drive
Building #15
Plaistow, NH 03865 U.S.A.



Quote

Date	Quote #
4/16/2020	0420109

Bill To
Renton Regional Fire Authority Brett Bigger 18002 108th Ave. SE Renton, WA 98055

Ship To
Renton Regional Fire Authority Brett Bigger 18002 108th Ave. SE Renton, WA 98055

Terms	Lead Time	FOB	Ship Via
Credit Card	1- 2 weeks ARF	Destination	FedEx Ground
Description	Qty	Rate	Total
HD-1100 Handheld Monitor	3	2,995.00	8,985.00
CS-111 Calibration Standard HD-1100	3	237.00	711.00
KKB-101 Cleaning Kit Mw. Bulb	3	82.00	246.00
Discount: Government/First Responder 5%		-497.10	-497.10
Credit Card Fee 3%		283.37	283.37
No Charge 3% Government/First Responder		-283.37	-283.37
Shipping Cost: FedEx Ground		45.00	45.00
Tax			944.49
		Total	10,434.39

Thanks for looking at EDC's products!

Signature _____

Phone #	Fax #	E-mail	Web Site
(603) 378-2112	(603) 378-2113	customerservice@hazdust.com	www.hazdust.com



Governing Board Agenda Item

SUBJECT/TITLE: Procurement of Staff Vehicles for IT

STAFF CONTACT: Mark Seaver

SUMMARY STATEMENT:

The IT staff is currently using personally owned vehicles or the Reserve Battalion Chief vehicle in order to make service calls to the fire stations. The Capital budget for 2020 includes \$71,000 for vehicle purchase for IT. We are requesting authorization to order two vehicles from Columbia Ford. Total cost not to exceed \$60,000.

FISCAL IMPACT:

Expenditure <\$60,000 Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

These two vehicles are procured through DES State bid and price includes tax/licensing/branding. Due to COVID-19, the inventory is low and these are the most affordable vehicles available.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Vehicle Quotes

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the purchase of two new vehicles not to exceed \$60,000, and authorize the Fire Chief to sign.

From: Brice Callaway <bcallaway@rentonrfa.org>

Sent: Thursday, July 9, 2020 3:35 PM

To: Mark Seaver <mseaver@rentonrfa.org>

Subject: FW: Vehicle Quote - 2020-7-78 - RENTON REGIONAL FIRE AUTHORITY - 87780

(2) NV200 SV = \$49,162.84 (See next page for itemized breakdown)

(2) Upfit = \$1602.61

(2) Modems = \$3600

(2) Licensing = \$130

(2) Branding = \$3600

ESTIMATE = \$58,095.45

Brice Callaway, Fleet Manager

Renton Regional Fire Authority

18006 108th Ave SE, Renton, WA 98055

Main [253-856-4354](tel:253-856-4354) | Direct [425-970-5083](tel:425-970-5083)

Bcallaway@RentonRFA.org

Product Name	Qty	Subtotal
Nissan NV200 & Chevy City Express Heavy Duty Steel Partition	2	\$566.60
Compartment Bin Shelving - 12 Bin	2	\$429.60
Extra Bin (8"W X 15"D X 7"H)	2	\$13.20
Divider For A-240 & A-250 Bin	2	\$4.80
Extra Bins For SB-12 (5 1/2"W X 14 3/4"D X 5"H)	2	\$11.20
Dividers For QUS-234BL	2	\$4.80
Subtotal		\$1,030.20

Shipping (LTL Freight) \$252.43

Grand Total \$1,282.63




Charge guard-Select

by Havis

★★★★★ 8 ratings

Price: **\$75.00** & **FREE Shipping**



ITEM DESCRIPTION		QTY	EACH	TOTAL
	 Power Bright PW1100-12 1100W Power Inverter	<input type="text" value="2"/>	\$84.99	\$169.98
Click  to remove an item from your cart		Shipping Rates: (change my address) <div><div>Free Shipping</div><div></div></div> United States, WA, 98055		
Empty My Entire Cart				
<div>Coupon Code? Enter it here: <div><input type="text"/></div><div>APPLY</div></div>		Tax: \$0.00 Total: \$169.98 <div>Recalculate</div>		

Vehicle Quote Number: 2020-7-78

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: George Zumwalt
Dealer: Alan Webb Nissan (W59283)	Dealer Phone: (360) 892-9004
3608 NE Auto Mall Dr	Dealer Email: georgez@alanwebbautogroup.com
Vancouver WA 98662	

Organization Information

Organization: RENTON REGIONAL FIRE AUTHORITY - 87780
Email: bcallaway@rentonrfa.org
Quote Notes: IT SV
Vehicle Location: Renton

Color Options & Qty

Fresh Powder QM1 - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0404-001	2020 NISSAN NV200 S	2	\$20,450.00	\$40,900.00
2020-0404-002	2020 Nissan NV200 sv Cruise Control, Bluetooth, Key fob	2	\$1,968.00	\$3,936.00
2020-0404-003	All Weather Mats	2	\$130.00	\$260.00
2020-0404-005	Emergency Road Kit	2	\$66.00	\$132.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$45,228.00
8.7 % Sales Tax:	\$3,934.84
Quote Total:	\$49,162.84



Governing Board Agenda Item

SUBJECT/TITLE: TRI-MED Contract Renewal

STAFF CONTACT: D/C DeSmith

SUMMARY STATEMENT:

Renew existing contract with TRI-MED ambulance to continue to receive \$60,000.00 yearly in monthly payments of \$5,000.00. This contract enables TRI-MED to be our sole private ambulance, requested through 911 dispatch for fire crews on-scene. They post 3 units throughout the RRFA response area.

FISCAL IMPACT:

Expenditure \$0 Revenue \$60,000

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

TRI-MED is a trusted partner, that provides quality care, response data, and training exercise assistance. This contract extension is for 3 years with the RRFA adding additional years at our discretion.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

The April 1st, 2017 original TRI-MED/RRFA Service Agreement and Renewal Addendum.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move that the Board approve the TRI-MED renewal addendum, and authorize Chief Rick Marshall to sign.

**FDCARES, Emergency and Basic Life Support Ambulance Services Agreement
between the Renton Regional Fire Authority and Tri-Med Ambulance, LLC.**

This Agreement is made this 1ST DAY OF APRIL, 2017, ("the Effective Date"), by and between the Renton Regional Fire Authority, a Washington municipal corporation ("the RFA"), and Tri-Med Ambulance, LLC, a limited liability corporation, ("the Contractor").

RECITALS

1. The Renton RFA is the first responder for all 9-1-1 calls and performs triage and interrogation of all patients that utilize the 9-1-1 system within the areas served by the RFA.
2. Advanced Life Support ("ALS") services within the RFA are provided by King County Medic 1.
3. The RFA operates a community assistance referrals and education services program ("FDCARES") designed to serve the community by reducing the need for emergency services (Executive Summary of FDCARES Program attached as Exhibit D).
4. The Contractor recognizes the value of the FDCARES program, supports the FDCARES program and intends to work cooperatively with the RFA to expand and develop the FDCARES program.
5. The RFA desires to enter into an Agreement with the Contractor to provide backup Basic Life Support ("BLS") transport services 24 hours per day, 365 days per year within the RFA's Service Area as defined in section 2.14 and Exhibit A. **The BLS transport service shall be provided when requested by the RFA, with the understanding that a Renton Regional Fire Authority Aid Unit is the primary means of patient transport.**

AGREEMENT

1. **Term.** The term of this Agreement shall be three (3) years from the effective date of APRIL 1ST, 2017. The RFA, at its sole discretion, may renew this Agreement for two (2) additional one (1) year terms, each upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.
2. **Definitions.** For purposes of clarity and consistency, the following terms shall have the following meanings in this Agreement, unless the context clearly requires a different meaning.
 - 2.1 "Ambulance Unit" means the vehicle and personnel provided by the Contractor responding to a request for BLS service.
 - 2.2 "At Scene Time" means the point in time when the ambulance unit reports it is physically stopped at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials/violent crime incidents, or non-secured scenes, "at scene time" shall be the point in time the ambulance unit reports it has arrived at the designated staging location. In instances when an ambulance unit fails to report when it has arrived "at scene," "at scene time"

shall mean the point in time of the first communication or status transmission from the scene by that ambulance unit.

- 2.3 "The RFA" means the Renton Regional Fire Authority.
 - 2.4 "City" means the City of Renton.
 - 2.5. "Contract Administrator" shall mean the RFA's Fire Official.
 - 2.6 "Contractor" means TriMed Ambulance, LLC or any approved successors and assigns of TriMed Ambulance, LLC.
 - 2.7 "Emergency and Non-Emergency BLS Services" means basic life support services provided in support of Renton RFA, which are the subject of this Agreement.
 - 2.8 "Fire Department" or "Department" means the Renton Regional Fire Authority.
 - 2.9 "Fire Official" means the Fire Chief or the Fire Chief's designee.
 - 2.10 "Incident Commander" means the Renton RFA person in charge of the emergency response at an incident.
 - 2.11 "Performance Standards" are those standards as required in section 5 of the Agreement.
 - 2.12 "Region" means the geographical boundaries of King County, Washington.
 - 2.13 "Request Received" means the point in time when the incident address is confirmed by the Contractor's dispatcher.
 - 2.14 "Response Time" means the time interval from the time when the Contractor's dispatcher receives a request for service to the time an ambulance unit arrives at the scene of the incident.
 - 2.14 "RFA Service Area" means the areas described and defined in Exhibit A.
 - 2.15 "Unit Hours" means amount of time calculated in hours that a fully staffed and equipped apparatus is available for service.
3. **Business Licensing and Ch. 5.11 of the Renton City Code.** Ch. 5.11 RCC, as now enacted or hereafter amended, shall apply for the duration of this Agreement for services provided in City limits. The Contractor shall obtain and maintain a City business license and shall meet all conditions of Ch. 5.11 RCC throughout the duration of this Agreement. A true and correct copy of Ch. 5.11 RCC, as currently enacted, is attached as Exhibit B.
4. **Volume of Business.** The RFA is the primary provider of BLS transports in the RFA Service Area and does not guarantee a volume of business. Actual volume will depend upon demand for services and the Contractor's performance.

5. Scope of Services – Performance Standards.

5.1 RFA Service Area. The Contractor shall provide backup BLS transport services for the RFA Service Area as defined in Exhibit A of this Agreement.

5.2 Patient Care Performance.

5.2.1 Standards. The Contractor shall continuously meet or exceed the patient care performance standards as provided by State law and the most current King County Patient Care Guidelines for Basic Life Support. Additionally, the Contractor shall have its own Medical Direction Program. In the event there are conflicts among these standards, the controlling standard shall be State law, then the King County Patient Care Guidelines, and then the Contractor's Medical Direction Program.

5.2.2 Transport Protocols. The Contractor shall adhere to RFA transport protocols for services performed under this Agreement.

5.2.2.1 The Contractor agrees that it is the responsibility of the RFA to provide rapid initial BLS response and transport to all requests for medical assistance and advanced field life support to medical emergencies within the RFA Service Area. Except when authorized by the RFA, the Contractor shall not provide rapid initial BLS response and transport or advance life support to medical emergencies within the response area.

5.2.2.2 When the Contractor arrives at an incident scene in response to an RFA request, the Contractor's personnel shall report to the incident commander, or his/her designee, in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by the RFA.

5.2.2.3 The Contractor shall immediately request the services of the RFA and, if appropriate, King County Medic 1, if the Contractor receives a citizen request for emergency medical assistance. In the event that a non-life-threatening emergency being handled by the Contractor becomes an emergency requiring the services of a BLS or ALS technician, the Contractor shall immediately request the services of the RFA.

5.2.3 Liquidated Damages. In the event the Contractor fails to meet or exceed patient care performance standards and transport protocols, the Contractor shall pay the RFA liquidated damages as described in section 8.

5.2.4 Patient Care Performance Standards Monitoring. The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Pre-hospital Care Reports (PCRs), Against Medical

Advice summary audits (AMAs), and ambulance response failure/unusual occurrence forms. Such documents shall be made available to the RFA upon request. The Contractor shall provide to the RFA by the 10th day of each calendar month a report summarizing its patient care performance during the preceding month. Monthly during the first three months of operation, and quarterly thereafter, the Contractor and the RFA shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance on the part of the Contractor or the RFA. Tri-Med must maintain a commitment to work with the Renton RFA and other King County Zone 3 departments to work towards the implementation of ESO software for patient care reporting. This will be done in an effort to allow patient care reporting to remain consistent amongst all agencies and provide the best patient outcomes and feedback possible.

5.3 Response Time Performance.

5.3.1 Standards. Every calendar month, the Contractor shall meet or exceed the following standards within the RFA Service Area as set forth in Exhibit A. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the Contractor's computer- aided dispatch (CAD) system.

5.3.1.1 Emergency Incident Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all requests within 17 minutes, 59 seconds in the "code yellow" status. If requested "code red" from time of dispatch, the Contractor shall respond to ninety percent (90%) of all requests within 12 minutes, 59 seconds.

5.3.2 Liquidated Damages. In the event the Contractor's response time does not fall within the emergency incident response performance standard, and the RFA does not grant an exemption to the delay or non-response, the Contractor shall pay to the RFA liquidated damages as described in section 8.

5.3.3 Performance Incentive. During a calendar month and in the event the Contractor meets or exceeds a ninety-five percent (95%) response rate in the RFA Service Area, the RFA shall waive liquidated damages described in section 8.1 and 8.2 for that month, provided that during that month the RFA has not performed BLS transport due to the Contractor exceeding the maximum response time, failing to respond, failing to properly staff or equip unit, failing to report on-scene, or for mechanical failure.

5.3.4 Exemption to Response Time Performance Standards. The Contractor may apply and the RFA may grant exemptions to response time performance standards in situations beyond the Contractor's control that cause unavoidable delays or no response. The RFA shall examine each request for exemption and shall take into consideration the Contractor's staffing levels, dispatch times, in-

service times, traffic, street blockages, severe weather, and other influencing factors. If the RFA determines the circumstances warrant, the RFA shall grant an exemption of the response from the performance standards. To be eligible for such an exemption, the Contractor shall apply for the exemption with supporting documentation no later than the month following the month of the occurrence. The following subsections describe situations wherein the RFA may grant an exemption.

- 5.3.4.1 Multiple Unit Response. In the event two (2) or more units are simultaneously committed to one (1) incident, the first arriving unit shall be held to the response time standard. RFA shall grant an exemption for each unit starting with the second unit provided the additional units arrive at the scene within 20 minutes.
- 5.3.4.2 Concurrent Responses. In the event three (3) or more units are simultaneously committed to one (1) incident, and two (2) or more additional units are concurrently responding to at least two (2) other separate incidents, RFA shall grant an exemption for each unit starting with the third unit.
- 5.3.4.3 Declared Disaster. In the event an emergency is declared as defined by Ch. 43.06 RCW, RFA shall grant an exemption for all units during the declared emergency.
- 5.3.4.4 Canceled Request. In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, RFA shall grant an exemption.
- 5.3.4.5 Response Location Errors. In the event RFA provides an inaccurate address, or if the location does not exist, RFA shall grant a response time exemption, except if the incorrect response is the result of an error made by Contractor's personnel, in that event RFA shall not grant an exemption.
- 5.3.4.6 Response Location Change. In the event RFA changes the incident location and the change delays the unit's response time because the unit must reroute farther than one (1) city block to respond to the call, RFA shall grant an exemption.
- 5.3.4.7 Response Delayed by Accident. In the event the unit is involved in an accident and cannot continue to respond to the call, RFA will grant an exemption provided the accident is not the fault of the ambulance unit.
- 5.3.4.8 Response Requested to Area Outside RFA Service Area. In the event the RFA requests the Contractor respond to an area outside of the RFA Service Area, RFA shall grant an exemption to the Emergency Response Performance Standard on the condition that the

Contractor use diligence to respond to the scene within a reasonable time.

- 5.3.5 Response Time Performance Monitoring. The Contractor shall provide to the RFA by the 10th day of each calendar month, a report detailing its response time performance for the RFA Service Area, as designated in Exhibit A, during the preceding month and any applications for exemptions. The Contractor shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. The Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the RFA with a summary of such corrective actions.
- 5.4 Inquiries and Complaints. The Contractor shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. The Contractor shall provide to the RFA by the 10th day of each calendar month a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the RFA upon request. Any complaint received by the RFA shall be forwarded to the Contractor for action, and the Contractor shall forward the disposition of the incident to the RFA within twenty-one (21) days of receipt.
- 5.5 Dispatch and Communications.
 - 5.5.1 Contractor's Dispatch/Communications Equipment and Personnel. The Contractor shall furnish, operate, maintain, and replace or upgrade its dispatch and communications equipment, radios, telephone equipment, computer-aided dispatch system equipment, including hardware and software, and all other equipment and software necessary for its provision of emergency BLS services.
 - 5.5.2 Computer-Aided Dispatching. The Contractor shall utilize a CAD system to record dispatch information for all requests for services. The Contractor's CAD system shall generate, either automatically or through manual entry, a dispatch record using generally accepted coding conventions and time-stamping rules. The RFA may require dispatch information to be provided digitally for integration and review. The Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner that meets or exceeds all federal, state, and local requirements, including the RFA's policies and procedures.
 - 5.5.3 Dispatch Communications. The Contractor shall record and maintain for a minimum of 365 days audio recordings of all radio and telephone communications with and between persons or agencies requesting ambulance service, its units, personnel, and the Valley Communications Center, including time track. Such recordings and records shall be made available to the RFA upon request.

- 5.5.4 Emergency Alerting Devices. The Contractor shall equip each ambulance unit with installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one (1) portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.
- 5.5.5 The Contractor shall not refuse to transport any person, when such person is determined by the RFA Incident Commander to fall under the category of having a life-threatening, potentially life-threatening, or other medical emergency. Charges for services shall be made only to a patient actually transported by the Contractor. Under no circumstances shall the RFA have any liability whatsoever for the Contractor's transportation of the patient, or cost incurred by the Contractor whether or not they transport.
- 5.5.6 The Contractor shall transport a patient to the nearest hospital capable of providing the needed emergency medical services, or to a hospital of the patient's choice. If a specific hospital is designated by Hospital Control in a multiple casualty incident or by a paramedic or higher medical authority at the scene of the emergency, the Contractor shall transport the patient to that facility. All patients may be transported to area hospitals by RFA aid units, medic units, or ambulances as determined by the RFA Incident Commander.
- 5.5.7 The Contractor shall not install or operate any device or means on its units that can be utilized to control traffic signaling devices, including, but not limited to, Opticom.
- 5.6 Vehicle Markings and Advertising Restrictions. Markings on ambulance units shall not include seven (7) or ten (10) digit phone numbers or other advertising. The only telephone number allowed is "9-1-1". The Contractor's standard logo, including its name, is permitted. Temporary display applications must be approved by the RFA prior to use.
- 5.7 Equipment Maintenance.
- 5.7.1 The Contractor shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, onboard equipment, supplies, and facilities used by the Contractor in performance of its work.
- 5.7.2 All equipment and supplies used by the Contractor must meet and comply with all standards established by federal, state, and local laws, rules, and regulations.
- 5.7.3 The Contractor shall be responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

5.8 Contractor's Personnel.

5.8.1 Staffing. For each ambulance unit responding to requests for BLS service, the Contractor shall have at least two (2) personnel who are certified and accredited as Emergency Medical Technicians-B ("EMT-B").

5.8.2 Character and Competence of Personnel. The Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent and shall hold all required licenses, permits and certificates in their respective trades or professions. The Contractor's personnel shall wear uniforms that clearly identify the Contractor's business name as well as the name of the particular employee. All personnel shall have a neat, clean appearance; shall be courteous to patients; shall refrain from unprofessional conduct or the use of foul language; and shall abide by all applicable federal, state, and City laws and regulations. The RFA may demand the removal of any employee or subcontractor of the Contractor, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under this contract without the written consent of the RFA.

5.9 Major Emergency and Disaster Response within the RFA Service Area.

5.9.1 Major Emergency or Disaster Declared. In the event the Mayor or Fire Official determines there is a major emergency or disaster, the RFA may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor shall commit such resources as are requested by the RFA, given the nature of the incident, and shall assist in accordance with applicable disaster plans and protocols.

5.9.2 Response Time Performance Standards. The Contractor shall be released by the RFA from response time performance standards and liquidated damages, until notified by the RFA, that such disaster assistance may be terminated, provided that the Contractor shall use due diligence to respond to the scene in an expeditious manner.

5.9.3 RFA – First Priority. The Contractor acknowledges that the RFA is entering into an Agreement with the Contractor for the benefit of the public. The Contractor shall consider the RFA as a customer of its first priority and shall make its best effort to provide emergency and non-emergency BLS services to the RFA in a timely manner. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or major emergency and disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

5.9.4 Major Emergency or Disaster Terminated. When major emergency or disaster assistance has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

- 5.10 Incident Response to Other Local Jurisdictions. In the event the RFA Fire Official determines an incident affects a local or neighboring jurisdiction, the RFA may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor may commit such resources as are requested by the RFA, given the nature of the incident, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

Normal (i.e., not disaster related) mutual aid or multi-casualty incident assistance rendered by the Contractor shall be performed in accordance with approved instant aid/mutual aid agreements, and EMS agency policies and procedures. In the course of rendering such instant aid/mutual aid services, the Contractor shall not automatically be exempt from response time standards otherwise imposed by this Agreement. The Contractor shall manage any response to such instant aid/mutual aid requests in a manner that does not jeopardize the Contractor's ability to render response time performance as required herein.

5.11 Inspections.

- 5.11.1 Examination and Audit of Records. At any time during normal business hours and as often as may reasonably be deemed necessary, RFA representatives and the EMS Medical Program Director(s) may observe the Contractor's operations. Additionally, the Contractor shall make available for examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.
- 5.11.2 Observe Operations and Ride Along. RFA representatives and the EMS Medical Program Director, may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, and any ambulance post location. A RFA representative and the EMS Chief, may, after providing at least five minutes notice, ride as third person on any of the Contractor's ambulance units, provided that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's personnel in the performance of their duties and contractual responsibilities, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- 5.11.3 Time and Notification. The RFA's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.
- 5.11.4 Cooperation. The Contractor will cooperate with and respond to the RFA and its Fire Chief on all matters related to the provision of emergency and non-emergency BLS ambulance services.

- 5.12 Billing, Collections, and Reporting. The Contractor shall be responsible for all billing and collection functions related to services rendered pursuant to this Agreement. The Contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. The Contractor will not attempt to collect fees at the scene, in route, or upon delivery of the patient to a health facility for services rendered.

6. Contractor Rates.

- 6.1 Compensation. The Contractor's sole financial compensation for services rendered under this Agreement shall be the rates billed and collected from patients and responsible third parties. The RFA, local taxes, or subsidies shall not fund any services provided by the Contractor.
- 6.2 Rates to be Filed. The Contractor shall file with the RFA and the Fire Official its schedule of rates to be charged for services during the period of this Agreement. The schedule of rates shall be a matter of public record open to public inspection. The schedule of rates must be adhered to by the Contractor. If rates are periodically adjusted during the business license period, they must be filed with the RFA.

7. Contractor Payments to the RFA.

- 7.1 Monthly Payment. By the 10th day of every calendar month, the Contractor shall make a payment of \$5,000 per month to the RFA. The first payment shall be due on January 10, 2017. Payment shall be made payable to the "Renton RFA" to cover the RFA's costs of administering this Agreement and to support the FDCARES program. Such costs include, but are not limited to, the following:
- 7.1.1 The RFA's costs associated with monitoring Contractor's compliance with this Agreement; and
- 7.1.2 The RFA's incremental costs associated with medical control.
- 7.2 Adjusted for Inflation. The monthly payment amount shall be effective through the initial three year term. If the RFA exercises its option to renew for additional one year terms, the monthly payment amount shall be adjusted on the anniversary of the Effective Date of this Agreement using the preceding calendar year's annual Consumer Price Index for all urban consumers Seattle-Tacoma-Bremerton metropolitan area, All items (1982-1984 = 100), as determined by the U.S. Department of Labor, Bureau of Labor Statistics, to eliminate the effects of inflation. On the annual anniversary date of this Agreement, the RFA shall provide the Contractor with a letter delineating the basis for the monthly payments in order to satisfy Medicare requirements.

- 8. Liquidated Damages.** This Agreement provides for the payment of liquidated damages in certain circumstances of non-performance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had

the circumstance not occurred. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any non-performance, breach, or default by the Contractor. Each and every call that does not adhere to the scope of services and to the performance standards stated herein shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by the RFA. The RFA shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Contractor shall pay liquidated damages to the RFA for all performance failures that are determined to be the fault of the Contractor and not the result of an extenuating circumstance. All payments for liquidated damages shall be made payable to the "Renton RFA."

- 8.1 Liquidated Damages for Emergency Request. For any individual "code red" response to a request at dispatch that exceeds 12 minutes, 59 seconds, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute, or fraction thereof, for each minute to a maximum of two hundred fifty dollars (\$250).
- 8.2 Liquidated Damages for Exceeding the Maximum Response Time. For any individual response exceeding the maximum response time, or being cancelled due to exceeding the maximum response time, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) and shall not be assessed the liquidated damages described in section 8.1 and 8.3.
- 8.3 Liquidated Damages for Failure to Respond. In the event the Contractor fails or is unable to respond, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) per incident.
- 8.4 Liquidated Damages for Failure to Properly Staff Unit. In the event the Contractor fails to staff any ambulance unit pursuant to subsection 5.7.1, the Contractor shall be assessed five hundred dollars (\$500) per unit hour or portion thereof.
- 8.5 Liquidated Damages for Failure to Furnish Required Documentation. In the event the Contractor fails to furnish required information, reports, or documentation within the time period specified by this Agreement or by the RFA's reasonable request, the RFA may, at its option, impose liquidated damages of fifty dollars (\$50) per day for each item of such information, report, or document. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.
- 8.6 Liquidated Damages for Mechanical Failure. If an ambulance vehicle experiences a mechanical failure (breakdown) while transporting a patient to a hospital, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) except when the Contractor has provided timely and appropriate patient transfer and when the Contractor has properly maintained the vehicle.
- 8.7 Liquidated Damages for Failure of Crew to Report. The Contractor shall be assessed liquidated damages of fifty dollars (\$50) for failure of the ambulance crew to report their on-scene arrival to its dispatcher for any of its calls. The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) for each incident where the RFA

determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

- 8.8 Liquidated Damages for Failure to Obtain and Utilize CAD. The Contractor shall be assessed liquidated damages of two hundred fifty dollars (\$250) per day for failure to utilize an acceptable CAD system within six (6) months of the effective date of this Agreement.
- 8.9 Aggregated Failure. If in any contract year the Contractor maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the RFA shall have the right to terminate this Agreement.
- 8.10 Invoicing and Payment of Liquidated Damages. No more frequently than monthly and at least quarterly, the RFA shall invoice the Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within 30 days of receipt of the invoice. In the event the RFA fails to invoice within 30 days of the end of the prior period, the liquidated damages shall be deemed waived for the period.
- 8.11 Appeal of Liquidated Damages Assessment. The Contractor may request that the RFA's Contract Administrator reconsider imposition of liquidated damages. In instances when the RFA's Contract Administrator reviewed the circumstances for imposing liquidated damages and determined that the grounds were sufficient to justify the imposition of the liquidated damages, the Contractor shall have the right to appeal such determination to the Renton Fire Official. The Contract Administrator shall report the reasons for the determination to impose liquidated damages to the Renton Fire Official. The ruling of the Renton Fire Official shall be final.

9. Termination.

- 9.1 Written Advance Notice. Either party may terminate this Agreement by providing ninety (90) days advance written notice to the other party of that party's intent to terminate. A breach of the terms of this agreement need not occur to terminate under this section. If this Agreement is terminated, the RFA has the right to offer the remainder of the existing Agreement and its extensions to an existing contractor within the RFA service area for right of first refusal.

In the event that the Contractor chooses to exercise its right to terminate under this section, it shall pay to the RFA liquidated damages of ten thousand dollars (\$10,000), which amount has been determined consistent with the language of Paragraph 8 to offset the RFA's costs in procuring a new contractor.

- 9.2 Contractor Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the Agreement include, but are not limited to, the following:
 - 9.2.1 Failure of the Contractor to perform in accordance with any of the provisions of this Agreement.

- 9.2.2 Failure of the Contractor to operate the system in a manner that enables the RFA and the Contractor to remain in compliance with federal or state laws, rules, or regulations.
- 9.2.3 Falsification of information supplied by the Contractor during the term of this Agreement, including but not limited to altering the presumptive run code designations to enhance the Contractor's apparent performance or falsification of any other data required under the contract.
- 9.2.4 Creating patient responses or transports so as to artificially inflate run volumes.
- 9.2.5 Failure of the Contractor to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data.
- 9.2.6 Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period. (See section 12.)
- 9.2.7 Failure of Contractor's personnel to conduct themselves in a professional and courteous manner and present a professional appearance.
- 9.2.8 Failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- 9.2.9 Failure of the Contractor to cooperate with and assist the RFA after breach has been declared.
- 9.2.10 Acceptance by the Contractor or Contractor's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's personnel could be reasonably construed as a violation of federal, state, or local law.
- 9.2.11 Payment by the Contractor or any of Contractor's personnel of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.
- 9.2.12 Failure of the Contractor to meet the standard of care as established by this Agreement.
- 9.2.13 Failure of the Contractor to maintain insurance in accordance with this Agreement.
- 9.2.14 Failure of the Contractor to meet response time requirements as set forth in this Agreement.

9.2.15 The filing of any bankruptcy or any other similar action, which, in the opinion of the RFA, places the performance of the contract at risk.

9.2.16 Failure to submit reports and information under the terms and conditions outlined in this Agreement.

10. RFA's Remedies.

10.1 If conditions or circumstances constituting a breach as set forth above are determined to exist, the RFA shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate the Agreement.

11. Process for Termination of Contract Due to Breach.

11.1 In the event of breach, the RFA will give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the RFA, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of the RFA), or the Contractor fails to timely deliver the cure plan, or updates to the RFA, the RFA may immediately terminate the Agreement. The Contractor will then cooperate completely and immediately with the RFA to effect a prompt and orderly transfer of all responsibilities to the RFA.

11.2 The Contractor will not be prohibited from disputing any findings of breach through litigation, provided that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the RFA. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred will be initiated and shall take place only after the transfer of operations to the RFA has been completed, and will not, under any circumstances, delay the process of transferring operations to the RFA.

11.3 The Contractor's cooperation with and full support of the RFA's termination of the Agreement will not be construed as acceptance by the Contractor of the finding of breach. However, failure on the part of the Contractor to cooperate fully with the RFA to effect a smooth and safe transition shall itself constitute a breach of contract.

11.4 In the event an agreement with one contractor is terminated, the remaining contractor shall have the right to assume the territory served by the terminated contractor. The intent to assume such territory shall be provided to the RFA in writing within fourteen (14) days of receiving notice from the RFA of the termination of the other contractor.

12. "Lame Duck" Provisions. Should the Contractor fail to prevail in a future procurement cycle, the Contractor will agree to continue to provide all services required in and under the Agreement until a new contractor assumes service responsibilities. To ensure continued performance fully

consistent with the requirements of the Agreement through any such period, the following provisions will apply:

- 12.1 The Contractor will continue all operations and support services at the same level of effort and performance that were specified in the contract in effect prior to the award of the subsequent agreement to a competing provider.
- 12.2 The Contractor will make no changes in methods of operation that could reasonably be considered to be aimed at cutting Contractor services and operating costs to maximize profits during the final stages of the Agreement.
- 12.3 The RFA recognizes that if a competing provider should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of the service to a new contractor. The RFA will not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the Contractor's performance during this period.

13. **Proprietary and Confidential Information.** The Contractor acknowledges that the RFA is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.56). In the event the RFA receives a request for disclosure of proprietary descriptive or confidential information that contains valuable business policies, trade secrets or practices, financial data, customer data, designs, drawings, or formulas, such information may be protected from disclosure. If the RFA believes disclosure is required, the RFA shall notify the Contractor prior to disclosure of such information so that the Contractor may seek a protective court order or equivalent. If, in the absence of a protective order or equivalent, the RFA determines in good faith that it is nonetheless required to disclose the proprietary or confidential information, the RFA will disclose only that portion of the information which is required to be disclosed and will use reasonable efforts to preserve the confidentiality of the other proprietary and confidential information, including without limitation, cooperating with the Contractor to obtain an appropriate protective order, or by obtaining written assurance from the applicable judicial or governmental entity that it will afford the confidential information the highest level of protection afforded under applicable law or regulation. The Contractor, by submission of materials marked proprietary and confidential, nevertheless, acknowledges and agrees that the RFA will have no obligation or any liability to the Contractor in the event that the RFA must disclose these materials.

14. **Indemnification.** The Contractor does hereby release and shall defend, indemnify, and hold the RFA and its employees and agents harmless from all losses, liabilities, claims, costs (including attorney fees), actions or damages of any sort whatsoever arising out of the Contractor's performance of the services contemplated by this Agreement except to the extent attributable to the negligent acts or omissions of the RFA. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. If any action is brought against the RFA by any employee of the Contractor, the indemnification obligation of the Contractor set forth in this section shall not be limited by the amount or type of damages, compensation or benefits payable by or for Contractor under the Industrial Insurance Act (RCW Title 51), or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained herein and not for the benefit of the Contractor's employees or any third parties, the

Contractor waives its immunity under RCW Title 51. The Contractor acknowledges that the foregoing waiver was mutually negotiated.

15. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit "C" attached and incorporated by this reference.

16. **Compliance with Law.**

16.1 **General Requirement.** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington, the municipal code and ordinances of the City of Renton, King County, the RFA and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

16.1.1 **Licenses and Similar Authorizations.** The Contractor, at no expense to the RFA, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

16.1.2 **Taxes.** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement, including, but not limited to, taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement.

16.1.3 **Use of Recycled Content Paper.** The Contractor shall, whenever practicable, use recycled content paper on all documents submitted to the RFA.

17. **Contractual Relationship.** This Agreement does not establish the Contractor as an agent or legal representative of the RFA for any purpose whatsoever, and the relationship of the Contractor to the RFA by reason of this Agreement shall be that of an independent contractor. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the RFA or to bind the RFA in any manner or thing whatsoever. Both parties, in the performance of the Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees, subcontractors, or agents of the other party for any purpose whatsoever. The Contractor shall ensure that all the Contractor's employees, subcontractors, and agents are properly trained and fully equipped to perform their assigned tasks.

18. **Discrimination.**

18.1 In the hiring of employees for the performance of work under this Agreement or any subcontract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

19. **Assignment and Subcontracting.** The Contractor shall not assign or subcontract any of its obligations under this Agreement without the RFA's prior written consent. The RFA's written consent may be granted or withheld at the RFA's sole discretion. Any subcontract made by the Contractor shall incorporate by reference all the terms of this Agreement. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of this Agreement. The RFA's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.
20. **Amendments.** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
21. **Executory Agreement.** This Agreement will not be considered valid until signed by both parties.
22. **Binding Effect.** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
23. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be the Superior Court for King County.
24. **Remedies Cumulative.** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
25. **Captions.** The titles of sections are for convenience only and do not define or limit the contents.
26. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
27. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by the RFA of any performance by the Contractor after the time the same shall have become due shall not constitute a waiver by the RFA of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the RFA in writing.
28. **Entire Agreement.** This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the scope of work herein. No verbal agreements or conversations between any officer, agent, associate, or employee of the RFA and any officer, agency, employee, or associate of the Contractor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
29. **Negotiated Agreement.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

30. **Breach of Agreement.** The RFA considers any breach of the Agreement serious and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Agreement. It is the intent and desire of the RFA to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.
31. **Addresses for Notices.** All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to RFA:
Fire Chief
Renton Regional Fire Authority
1055 South Grady Way
Renton WA 98057

If to Contractor:
MATT GAV
TRI-MED AMBULANCE, LLC
18821 EAST VALLEY HWY
KENT, WA 98032

and to:
EMS Officer
Renton Regional Fire Authority
1055 South Grady Way
Renton WA 98057

and to:
ANN T. WILSON
1420 5TH AVENUE
STE 3000
SEATTLE, WA 98101

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

32. **Disputes.** Any disputes or misunderstandings that may arise under this Agreement concerning the Contractor's performance shall first be resolved through amicable negotiations, if possible, between the Contractor's project manager and the RFA's Contract Administrator, or if necessary shall be referred to the Fire Chief and the Contractor's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.
33. **Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.


IN WITNESS WHEREOF, the RFA and Contractor have caused this Agreement to be executed.

RFA:

CONTRACTOR:

Renton Regional Fire Authority

TRI-MED AMBULANCE, LLC

By: 
Print Name: Rick Marshall
Its: Fire Chief
Date: 4/5/17


By: 
Print Name: Matt Gau
Its: OPERATIONS MANAGER
Date: 4/5/17

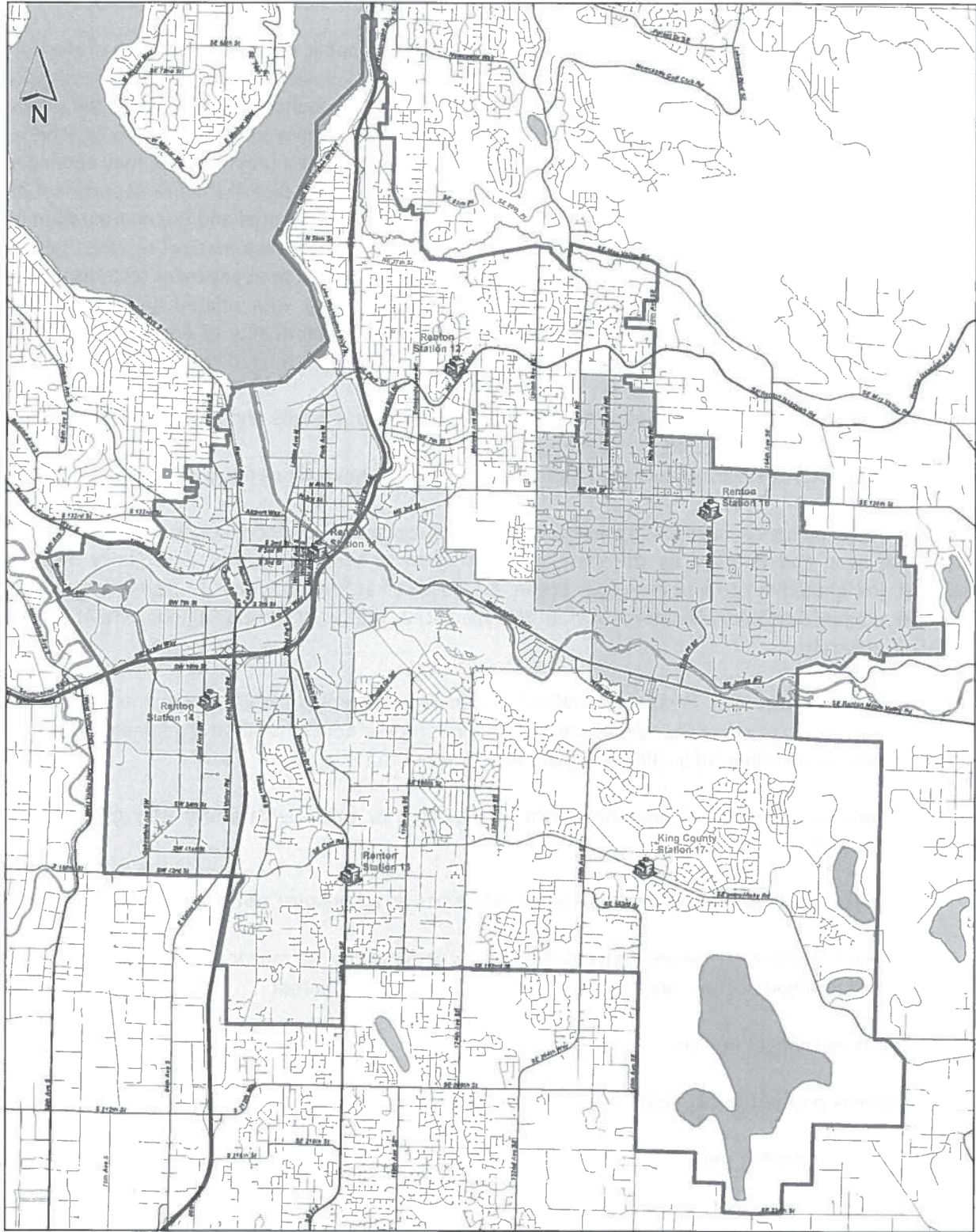
EXHIBIT A

RFA Service Area

The Renton Regional Fire Authority provides emergency medical response to the areas within the city limits of Renton, and the jurisdictional boundaries of King County Fire District No. 25 and King County Fire District No. 40.

The attached map, which is incorporated into this Exhibit A, accurately sets forth the service area.

Fire Response Areas City of Renton



Coordinate System: NAD 1983 North American Datum 1983
 Projection: Lambert Conformal Conic
 Datum: North American 1983 (NAD83)

Data Sources: City of Renton, King County

This document is a graphic representation; not guaranteed to survey accuracy, and is based on the best information available as of the date shown. This map is intended for City display purposes only.

Information Technology - GIS
 mason@renton.wa.gov
 Printed on: 7/16/2015

- | | | | |
|--|------------|--|------------|
| | Station 11 | | Station 14 |
| | Station 12 | | Station 16 |
| | Station 13 | | Station 17 |

RENTON: AHEAD OF THE CURVE.

City of
Renton
 Fire & Emergency Services



EXHIBIT B

Renton City Code Ch. 5.11

Ch. 5.11 RCC - AMBULANCES

RCC § 5.11.010. Purpose. The city council declared it to be in the public interest and for the protection of the health, safety and welfare of the residents of the city and its environs to provide for the highest level of emergency medical services reasonably practicable. The city council finds it to be in the public interest to provide for the inspection, regulation and control of emergency medical services to achieve high standards and thereby to eliminate inadequate, improper and harmful practices that may endanger the health and safety of the people. The city council also designates the chief of the fire department as the city's representative with respect to matters of emergency medical services and the coordination of health care issues to collate with the fire department provision of emergency medical services, health care services and transport. Such issues include but are not limited to the fire department responsibilities to be the city's prime provider of emergency medical services, along with related health care and transportation issues which must be coordinated to deliver our overall quality of emergency medical services (Advanced Life Support, Basic Life Support and relationships with related health care providers).

RCC § 5.11.020. Definitions. As used in this chapter, the following words and phrases shall have the following meaning unless the context clearly requires otherwise:

Washington State for the transportation of patients, who are sick, injured or otherwise incapacitated.

Aid unit means any publicly owned vehicle that is especially designed, constructed, equipped, maintained, used and licensed by the state of Washington to primarily deliver emergency medical personnel and equipment to an emergency scene. An aid unit has limited means to transport patients who are sick, injured or otherwise incapacitated. This specifically relates to Renton Regional Fire Authority engine/aid apparatus.

Ambulance attendant means any trained or otherwise qualified individual responsible for the operation of an ambulance and the care of the patients, whether or not the medical attendant also serves as a driver, who is the holder of a valid certificate issued under this chapter.

Ambulance Company means any person corporation or other legal entity who operates an ambulance for hire.

Business license or license means a license to operate an ambulance company within the city.

Business license clerk means such city employees or agents as the mayor shall designate to issue and administer business licenses under this chapter, or any designee thereof.

City means City of Renton.

City clerk means the city clerk of the City of Renton designated as the official keeper of records.

Fire department or department means the fire department of the city.

Fire official means the fire chief or the fire chief's designee to perform the duties provided for in this chapter.

Patient means an individual who is sick, injured, wounded or otherwise incapacitated or helpless.

Licensee means a person in whose name a license to operate an ambulance company within the city has been issued as well as the individual listed as an applicant on the application for a license.

Person means any individual, firm, joint venture, co-partnership association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, or any other group or combination acting as a unit.

RCC § 5.11.030. Administration of licensing. The business license clerk, subject to a review and recommendation from the fire official, is responsible for issuing, denying, revoking, renewing, suspending, and canceling business licenses to operate aid ambulance company within the city. The fire official is responsible for ascertaining whether a proposed application complies with all the requirements enumerated herein and all other applicable codes and regulations now in effect or as amended or enacted subsequent to the effective date of this chapter. The fire official shall make all necessary investigations and inspections for enforcement of this chapter.

RCC § 5.11.040. Conditions of a business license. The fire official is responsible for ascertaining whether a proposed application complies with all the requirements enumerated herein and all other applicable codes and regulations now in effect or as amended or enacted subsequent to the effective date of this chapter. The fire official shall make all necessary investigations and inspections for enforcement of this chapter. As a condition of issuance of a business license, the operator of each ambulance company consents to the following:

1. The fire official shall be permitted to make regular inspections of any ambulance company operating under a business license issued, at all reasonable hours, with or without advance notice, upon the presentation of appropriate credentials to an authorized representative of the company, and shall make such reports relative to conditions existing at such times and in such manner as the fire official may direct.
2. The fire official is given authority to determine whether and to what extent an ambulance rotation list, fire department units, sole contract/franchise approach or a mix of the above will be utilized to transport patients from an emergency medical scene. The fire official is authorized to establish procedures, guidelines and contracts for implementing the above mentioned approaches for emergency medical service transport.
3. The fire official shall be the final authority to determine if an ambulance company should be added to or removed from the fire department rotation list.
4. It is recognized that the fire department currently transports patients where it serves the interest of the public. The fire official shall determine the distribution of transportation responsibilities as it relates to calls within the scope of the fire department's responsibilities.
5. Further, the fire department is authorized to provide transport, preventative and cooperative medical services to serve the interests and needs of our citizens. It is

recognized that this may be done in conjunction with other health care providers in order to manage the risk to our citizens and to control the rate of growth in the demand for EMS services.

6. It is understood that a significant expansion of services shall be reviewed by city administration and any significant additional program costs are subject to council approval.
7. In the future, if it is determined that it would best serve the interests of the city to provide ALS services in lieu of the county, the fire department shall be designated as the provider and/or coordinator of ALS services. Such a program change would be subject to review and approval of the mayor and city council.

RCC § 5.11.050. Response criteria.

- A. The city shall be the first response provider of emergency medical services (EMS). Ambulance companies receiving a direct request for EMS services shall notify the fire department's 9-1-1 communications center immediately so that a fire department first response can be initiated. The only exception to this requirement shall be for the transport of stable patients from one (1) medical facility to another and routine medical transports and exams.
- B. The 9-1-1 system must be activated for all pre-hospital EMS primary examinations and unstable patient care.
- C. The department shall establish ambulance response criteria and make such criteria known to each ambulance company at the time of application and renewal of business license. Application for a business license does not automatically qualify an ambulance company to be on the rotation list for the fire department for ambulance services.
- D. Each ambulance company shall submit a response report quarterly or on demand of the fire official outlining compliance with the response criteria.

RCC § 5.11.060. Business license required for each ambulance company. Every person who operates an ambulance company within the city shall be required to obtain a business license from the business license clerk. An ambulance company operates within the city if it is:

- A. Stationed within the corporate limits of the city; or
- B. Dispatched from within or without the corporate limits of the city and repeatedly or customarily makes trips for hire within the city to pick up injured or sick fares; or
- C. Making any trips into the city for hire to pick up injured or sick fares after occasional or repeated advertising, within the city, for such service.

The business license shall be renewed on an annual basis. The business license clerk shall not issue such business license unless the applicant has fulfilled all requirements of this chapter and any applicable provisions of the state law relating to personnel, equipment and operations including but not limited to Chapter 18.73 RCW and Chapter 246-976 WAC as now or hereafter amended. Provided, that the

Exhibit B

CH. 5.11 RCC - AMBULANCES - 3

(Emergency and Basic Life Support Ambulance Services Agreement)

provisions of this chapter shall not apply to any ambulance which shall pass through the city in the delivery of fares picked up at points beyond the corporate limits of the city.

RCC § 5.11.070. Application for business license – Issuance.

- A. Application for a business license to operate an ambulance company shall be made upon forms provided by the city and shall contain:
1. Name, home address and telephone number of the applicant;
 2. Business name under which the ambulance company will be operated within the city, and business address and telephone number;
 3. The number of ambulances to be initially placed in service within the city;
 4. The number of licensed ambulance attendants initially to be employed;
 5. A roster of ambulances to be used in the city with proof that each ambulance is currently licensed as an ambulance by the state of Washington;
 6. A roster of certified ambulance attendants with proof that each attendant is currently certified as an emergency medical technician (EMT) by the state of Washington (including certification expiration date);
 7. Proof that ambulances and personnel are verified trauma providers as provided in Chapter 246-976 WAC;
 8. Certificate of insurance as required by the city; and
 9. The schedule of rates.
- B. Prior to the issuance of a business license, the application and all pertinent records shall be reviewed by the fire official to ensure compliance with the license requirements under this chapter, as well as, any rules or regulations referenced herein or issued hereunder. Upon written approval of the application by the fire chief or the chief's designee and the payment of fees, the business license clerk shall issue an ambulance operator's business license. All equipment proposed for use shall be subjected to random inspection by the designated fire official, who shall determine whether said records and equipment conform to all the requirements of this chapter.
- C. Business license fee. The business license fee schedule for issuance and renewal of business licenses under this chapter shall be that currently charged for general business licenses under Ch. 5.01 RCC until such time as the city council may, by resolution, modify the fee schedule.

RCC § 5.11.080. License renewal. The business license clerk shall mail the forms for application of business license renewals to business enterprises in the city to the last address provided to the director by the licensee. Failure of the business enterprise to receive any such form shall not excuse the business enterprise from making application for and securing the required license or renewal, or for payment of the license fee when and as due hereunder.

Exhibit B

CH. 5.11 RCC - AMBULANCES - 4

(Emergency and Basic Life Support Ambulance Services Agreement)

RCC § 5.11.090. Licenses not transferable. No business license issued under the provisions of this chapter shall be transferable or assignable unless otherwise specifically provided for; except that a license may be transferred when a business changes its structure of ownership, provided, however, that a new license shall be required upon a substantial change of ownership whereby those primarily accountable for the business have changed or upon a substantial change in the type of business operated, whereby the primary business being conducted has significantly changed.

RCC § 5.11.100. Denial, revocation or suspension of business license.

- A. *Grounds.* The issuance of a business license to operate an ambulance company may be denied, or such license may be suspended or revoked by the business license clerk, upon the recommendation of the designated fire official when the public interest will be served thereby, upon any of the following grounds:
1. The license was procured by fraud, false representation, or material omission of fact, or for the violation of or failure to comply with any of the provisions of this chapter by the person holding such license, or any of his servants, agents, or employees, while acting within the scope of their employment; or
 2. The licensee violates any applicable city, state, or federal law, or the purpose for which the license was issued is being abused to the detriment of the public, or such license is being used for a purpose different from that for which it was issued; or
 3. Overcharging of customer rates set forth in the company's schedule of rates filed with the city clerk or fraudulent billing; or
 4. Failure to maintain ambulances and equipment to the standards set forth in Chapter 246-976 WAC; or
 5. Repeated complaints by citizens of poor customer service such as rudeness, misrepresentation, unprofessional behavior, etc.
- B. *Suspension and revocation.* A business license procured by fraud or misrepresentation shall be revoked. Where other violations of this chapter or other applicable ordinances, statutes, or regulations are found, the license shall be suspended for a period of thirty (30) days upon the first such violation, ninety (90) days upon the second violation within a twenty-four (24) month period, and revoked for a third and subsequent violation within a twenty-four (24) month period, not including periods of suspension, except that where the fire official finds that any situation exists in licensee's operations which constitutes a threat of immediate serious injury or damage to persons or property, the business license clerk may immediately suspend any license issued under this chapter, pending a hearing in accordance with this section. The business license clerk shall issue a notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to persons or property.
- C. *Notice.* Except when a business license is immediately suspended as set forth in subparagraph (B) above, the business license clerk shall provide at least ten (10) days' prior written notice to the licensee of the decision to suspend or revoke the license. Such notice shall inform the licensee of

Exhibit B

CH. 5.11 RCC - AMBULANCES - 5

(Emergency and Basic Life Support Ambulance Services Agreement)

the right to appeal the decision to the hearing examiner and shall state the effective date of such revocation or suspension under grounds for revocation or suspension. An appeal at the denial, suspension or revocation of a business license shall be made within thirty (30) days of notice of such denial, suspension or revocation. Such appeal shall be processed pursuant to the hearing procedures set forth in Ch. 2.32 RCC. The hearing examiner shall set a date for hearing such appeal, to take place within forty-five (45) days of the date of the receipt of the notice of appeal unless such time is extended by mutual consent. At such hearing, the appellant and any other interested persons may appear and be heard, subject to the rules and regulations of the hearing examiner. The decision of the business license clerk shall be stayed during the pendency of any appeal to the hearing examiner and during any appeal unless the license was immediately suspended pursuant to subparagraph (B) above.

- D. Final administrative review. Appeal to the hearing examiner shall constitute final administrative review.
- E. Appeal to superior court. An appeal of the decision of the hearing examiner must be filed with the superior court within thirty (30) calendar days from the date the hearing examiner's decision was personally served upon or was mailed to the person to whom the notice of denial, suspension or revocation was directed or is thereafter barred.

RCC § 5.11.110. Insurance and identification. No ambulance operator's business license shall be issued, nor shall such license be valid after issuance, nor shall any ambulance be operated in the city, unless the operator maintains a policy or policies of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of activities associated with the operation of the ambulance company. Such insurance shall name the city as an additional insured. The ambulance company shall also indemnify and hold the city harmless from any causes of action arising from the operation of the ambulance company. The minimum scope and limits of coverage shall be set by the city's risk manager or other person designated by the mayor. Evidence of such insurance shall accompany the application for license and shall be maintained on a continuous basis through subsequent license renewal periods.

RCC § 5.11.120. State license and standards and requirements. All ambulances operating in the city must be licensed by the state and must meet the standards and requirements set forth in Chapter 246-976 WAC, as now or hereafter amended. Proof of a state license as a transport ambulance must be provided with any application for a city business license for each transport vehicle.

RCC § 5.11.130. Ambulance attendants. Each ambulance company shall have, for each ambulance in service, on duty and available for immediate response, two (2) ambulance attendants who are currently certified as emergency medical technicians (EMT), as provided in Chapter 246-976 WAC. A certificate of license shall be carried on the person of each ambulance attendant while on duty.

RCC § 5.11.140. Verification. Any ambulance company operating in the city must be a verified trauma provider and must meet the requirements for personnel and equipment as required in Chapter 246-976 WAC for trauma providers. The ambulance company must specifically be authorized to act as a trauma provider by the Seattle/King County trauma council or successor.

RCC § 5.11.150. Rates to be filed. Each ambulance company applying for a business license or renewal of license pursuant to this chapter shall, at the time of filing its application therefor, file with the city clerk

Exhibit B

CH. 5.11 RCC - AMBULANCES - 6

(Emergency and Basic Life Support Ambulance Services Agreement)

its schedule of rates to be charged for services during the license period for which application is made. Such schedule or rates shall be a matter of public record open to public inspection in the city clerk's office during normal city business hours and such schedule must be adhered to by the licensee throughout the period for which the license is issued.

RCC § 5.11.160. Community events. When an ambulance company is contracted to provide emergency medical standby (i.e., 10K Fun Runs, etc.) by community event promoters, the following conditions shall apply:

1. The ambulance company shall notify the fire official in writing fourteen (14) days prior to the date of the event, or as soon to the event as reasonably possible, stating the date, time and scope of standby responsibilities.
2. Ambulance companies engaging in standby activities shall notify the fire department's 9-1-1 communications center immediately on all advanced life support/life threatening or significant basic life support calls as required pursuant to subsection (3). Calls will be considered significant based upon extent of injury/illness or when there are multiple patients (more than three (3)).
3. Ambulance company standby for handling basic life support calls must obtain prior approval and parameters for care set by the fire official.
4. All EMS activity provided by the ambulance company at such events shall be documented and a report forwarded to the fire official within one (1) week subsequent to the completion of the event.

RCC § 5.11.170. Violations – Penalties – Misdemeanor. In addition to other remedies provided for in this chapter, any person who operates an ambulance company within the city without a business license as required in RCC 5.11.060 above, shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000), or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment at each and every day during which any violation is committed, continued or permitted, shall be deemed a separate offense.

RCC § 5.11.180. Additional enforcement. The remedies found in this chapter are not exclusive. The city may seek any other legal or equitable relief, including but not limited to enjoining any acts or practices which constitute or will constitute a violation of any business license, ordinance, or other regulations herein adopted.

-END-

EXHIBIT C

INSURANCE REQUIREMENT

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Renton Regional Fire Authority, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the RFA.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The RFA shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the RFA.
3. Excess Liability insurance covering both the Commercial General Liability and Automobile

Exhibit C

INSURANCE - 1

(Emergency and Basic Life Support Ambulance Services Agreement)

policies. With limits not less than \$4,000,000 in excess of the limits cited above.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
5. Professional Liability insurance appropriate to the Contractor's profession.

EXHIBIT C (Continued)

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Excess Liability insurance shall be written with limits no less than \$4,000,000 per occurrence in excess of both the CGL and Auto Liability policies cited above.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance with respect to the RFA. Any insurance, self-insurance, or insurance pool coverage maintained by the RFA shall be in excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RFA.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Contractor shall furnish the RFA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

Evidence of Insurance - The following documents must be provided as evidence of insurance coverage:

EXHIBIT C (Continued)

- A. A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. The RFA reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.
- B. A copy of the endorsement naming the Renton Regional Fire Authority as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
- C. A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- D. A copy of an endorsement stating that the coverages provided by this policy to the RFA or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the RFA.
- E. A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

EXHIBIT D

FDCARES EXECUTIVE SUMMARY

Over the last 30 years, the fire service in the U.S. has expanded the number of stations and personnel in order to meet a 400 percent increase in the number of requests for Emergency Medical Services (EMS). The expansion of fire-based emergency medical response has inextricably linked the fire service and the U.S. healthcare system.

The U.S. healthcare system is currently under enormous public and congressional pressure to reform due to the lack of access to services, the poor quality of care, and the high costs of care. Critics of the U.S. healthcare system cite fire-based EMS as an example of a public service that contributes to America's over-utilization of EMS and increasing national healthcare expenditures amounting to 18 percent of the Gross Domestic Product (GDP). Is this criticism of fire-based EMS valid?

Fire departments respond to a wide array of requests for medical service. The fire service is well recognized for their capacity to respond rapidly to emergencies with quality care as demonstrated by recent increases in cardiac arrest survival rates nationwide. However, a large proportion (estimated up to 40%) of medical service requests are for non-emergent medical problems and a majority of these requests are attributed to a subset of frequent users of EMS. Despite these facts, fire-based EMS personnel, response times, and medical interventions are standardized for medical emergencies. Consequently, 911 callers with non-emergent issues typically receive emergency-oriented care, which often results in the unnecessary transport of patients to an Emergency Department (ED) for more definitive care. The National Quality Forum (NQF) estimates that this response model contributes to an estimated \$38 billion in wasted healthcare expenditures each year. Moreover, because fire-based EMS and EDs are designed for the episodic treatment of emergent medical problems, clients with non-emergent medical problems, who often have multiple chronic diseases and psychosocial issues, experience poor quality outcomes, poor follow-up care, and poor continuity of care. The result is subsequent and repeated use of the EMS system. Why now should the fire service change their medical response model?

The Patient Protection and Affordable Care Act (PPACA) is changing the landscape of the U.S. healthcare system. Provisions in the PPACA are making insurance payers and hospitals accountable for the quality and costs of EMS care, driving the adoption of healthcare delivery organizations and innovative solutions that improve the value of EMS. The PPACA directly challenges the inefficiencies of the fire service's "one-size-fits-all" response model. How can fire departments improve the value of fire-based EMS?

Fire departments should adopt a new tier within their current response model that responds directly to non-emergent medical and psychosocial problems and proactively contacts frequent callers of 911, frequent users of the ED, and patients at high-risk of hospital readmission. This Non-Emergency Medical Service (NEMS) division should be fully integrated into the operations of fire departments.

The Renton Regional Fire Authority (RFA) in Washington State has developed a NEMS division, called Fire Department Community Assistance, Referral, and Education Services (FDCARES). FDCARES is staffed 24 hours per day, 365 days per year with an Emergency Medical Technician (EMT) and a Registered Nurse (RN), who are available to respond directly to 911 callers with non-emergent medical and psychosocial requests for service. Using a non-emergency response vehicle, FDCARES staff respond to non-emergent callers within 20 minutes. FDCARES staff deliver a wide range of services aimed at addressing clients' immediate and long-term medical and psychosocial needs. These services include medical stabilization,

Exhibit D

FDCARES – EXECUTIVE SUMMARY - 1

(Emergency and Basic Life Support Ambulance Services Agreement)

care navigation and coordination, transport to alternative care settings (e.g., urgent care, primary care, etc.), medication reconciliation, patient education, referrals to social services, and injury and illness prevention. When not responding to non-emergent 911 callers, FDCARES staff proactively contact and deliver services to frequent 911 callers, frequent users of the ED, and individuals at high risk of hospital readmission.

Adopting and integrating FDCARES into a fire department's existing response model improves emergency unit reliability and response times, reduces over-utilization of EMS and the associated costs, increases access to quality care, and improves outcomes for residents by ensuring they receive the right service, at the right time, in the right place, and in the right way.

**ADDENDUM TO FDCAREES, EMERGENCY AND BASIC LIFE SUPPORT
AMBULANCE SERVICES AGREEMENT
Between
RENTON REGIONAL FIRE AUTHORITY
And
TRI-MED AMBULANCE, LLC**

THIS ADDENDUM TO FDCAREES, EMERGENCY AND BASIC LIFE SUPPORT AMBULANCE SERVICES AGREEMENT is between Renton Regional Fire Authority , a Washington municipal corporation, ("RFA"), and Tri-Med Ambulance, LLC, a limited liability company "Contractor."

All terms and conditions of the original FDCAREES, Emergency And Basic Life Support Ambulance Services Agreement dated April 1 2017 together with any prior amendments shall remain in full force and effect with the following exceptions:

1. Section 1 Term. Shall be modified as follows:

The term of this Agreement shall be three (3) years from April 1, 2020. The RFA, at its sole discretion, may renew this Agreement for two (2) additional one (1) year terms, each upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.

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

Renton Regional Fire Authority

Tri-Med, LLC

By: _____
Rick Marshall, Fire Chief

By:  _____
Matt Gau, Operations Manager

DATE: _____

DATE: JUNE 25TH, 2020