



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, April 11, 2022

Fire Station #13, 18002 108th Ave SE, Renton, WA 98055

Zoom Webinar: <https://us02web.zoom.us/j/84836968318>

Dial-in: (253) 215-8782 | Webinar ID: 848 3696 8318

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 pursuant to the rules established under Section 8 of the bylaws.
- Consent Agenda
 - Approval of [Minutes from March 14, 2022](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 2/16/2022 – 3/15/2022
Payroll Checklist 2/1/2022 – 2/28/2022
- Signing of Vouchers
- Board Committee Reports
 - Budget & Finance Committee
 - Operations and Capital Committee
- [Chief's Report](#)
- Division Reports
 - Office of the Fire Marshal (Fire Marshal Barton)
 - [OFM Division Report](#)
 - Support Services (Deputy Chief Seaver)
 - [Aid Unit/Brush/Engine Updates](#)
 - Station 11 Update
 - Response Operations (Deputy Chief DeSmith)
 - Significant Incidents
 - Condo Fire at Shadow Hawk Condominiums. Mutual aid from Puget Sound and Skyway Fire
 - Training
 - Wildland Refresher Training

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- Fire Fighter Fundamentals Training for all crews – focused training on mayday procedures, attacking basement fires, and incident command
 - Pump Academy – New Engineer Todd Fisher attending
 - King County Joint Tech Rescue Academy – Ken Swinford attended
 - IDARS Swim Test
 - Hazmat Saturday Training
 - Sunday Rope Training
 - Swiftwater Operations Level Training
 - All Officer's Meeting Update
 - Public Outreach
 - NSCC EMT Ride-Along
 - [Total Call Volume by Station](#) / [Total Record Volume by Incident Type](#)
- Correspondence
 - ["Basket of Gratitude" – Paper Quill Bouquet Thank You](#)
 - [EMS Letters of Acknowledgement – Dr Rea](#)
- Unfinished Business
- New Business
 - [DOE Grant Approval](#)
 - [Contractor Approval for OFM](#)
 - [Station 13 Office Remodel](#)
- 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 pursuant to RCW.42.30.110(1)(b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

Executive Session pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel, in a forum that maintains the attorney client privilege, legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

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- Future Meetings:
 - Monday, April 25, 2022, 9:00 a.m., Budget/Finance Committee Meeting, Video Conference
 - Monday, April 25, 2022, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
 - Monday, May 9, 2022, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference
- 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

10:00 A.M. – Monday, March 14, 2022

Fire Station #13 – 18002 108th Ave SE, Renton / Video Conference

CALL TO ORDER

Governance Board Chair Morrell called the regular meeting to order at 10:00 a.m.

ROLL CALL

Governance Board Members Present:

Kerry Abercrombie (Fire District 25)
Marcus Morrell, Chair (Fire District 25)
Ryan McIrvine, Vice Chair (City of Renton)
Myron Meikle (Fire District 25)
Valerie O'Halloran (City of Renton)
Ruth Pérez, (City of Renton)
Linda Sartnurak (Non-Voting Advisory Position, Fire District 40)

Administrative Staff Present:

Fire Chief Steve Heitman, Chief Administration Officer Samantha Babich, Fire Marshal Anjela Barton, Deputy Chief Mark Seaver, Deputy Chief William Aho, Lieutenant Hyslop, Facilities Manager Scott Murphy, IT Technician Wyatt Humphreys, Administrative Specialist Evyn Villa, and RFA Attorney Brian Snure.

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

A **MOTION** was made by Board Member McIrvine and **SECONDED** by Board Member O'Halloran to approve the consent agenda for March 14, 2022. **MOTION CARRIED (6-0)**

SIGNING OF VOUCHERS

The members of the Finance Committee signed the Voucher Approvals for March 14, 2022.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

GOVERNANCE BOARD REGULAR MEETING MINUTES

March 14, 2022

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CHIEF'S REPORT

Chief Heitman's report included the following:

- **Welcome to Our New Members**
If you've seen a few new faces around the stations, it is because there are a few new members that have joined us. Please join me in welcoming our new Administrative Specialist, Samantha Vergara, and our new Business Intelligence/GIS Analyst, Kelvin Li, to the RFA.
- **Additional Hiring Updates**
We've hired a candidate for the IT Technician position who will start on Friday, April 1st. We are currently in the process of interviewing candidates for the Accreditation Program Manager position and have posted a Payroll Analyst position which we hope to begin interviewing for this month.
- **Tukwila Update**
The Executive Team met with representatives from Tukwila on March 1st to discuss the potential for the provision of all fire services by Renton RFA for the City of Tukwila. This was a meeting to clarify costing and personnel counts before recommendations are presented to their City Council in April.
- **Diversity, Equity, and Inclusion (DEI) Workshop**
As I reported a few meetings prior, the King County Fire Chiefs Association hosted a DEI recruitment workshop at Bellevue City Hall on December 11, 2021, which Renton RFA participated in. The event was very successful and we received good feedback. Therefore, we are hosting two more events in 2022. Seattle Fire Department will be hosting the next recruitment workshop in April and Renton RFA will be hosting a second workshop in the Fall.
- **Center for Public Safety Excellence (CPSE) Conference**
The 2022 CPSE Conference is from March 22-25 in Orlando, Florida. I will be attending with CAO Samantha Babich, DC Mark Seaver, Lt. Rick Laycock and Business Intelligence Analyst Kelvin Li. The conference this year is focusing on accreditation, credentialing, leadership, resiliency, and reinvention, giving attending agencies the opportunity to hear from keynote speakers and panels on topics such as technology solutions, staff development strategies and compliance processes (and more).
- **City of Renton Integrated Emergency Management Course (IEMC)**
City of Renton has invited Renton RFA leadership to attend the IEMC on September 12-15, 2022 in Emmitsburg, MD. 75 of Renton's top leadership and community partners will have the opportunity to participate in a simulated emergency event using Renton's own community emergency plans, policies, and procedures to improve Renton's readiness for the next crisis. I will be attending with Deputy Chief Aho, and potentially more if spots open.
- **AFSCME Proposal on Fire Investigations**
We are drafting an agreement for a 6-month trial period that we will bring to the Board once it's ready. The agreement covers sharing Fire Investigation duties with Puget Sound RFA.

DIVISION REPORTS

Administration

- CAO Babich shared with the Board Class A Photos had been completed for all station crews. The new WA Fire Careers hiring process is underway with just under 400 applicants on the joint hiring list. All non-response operations new hires other than the Finance Analyst vacancy have been filled. An Enduris bid for repair for E314 was significantly under, but the difference in cost has been reimbursed. HR Assistant, Linda Mann, has completed her AHPR certification.

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And lastly Communications Manager, Katie Lewis, is working on the April newsletter to be sent to all RRFA citizens.

EMS/Health Safety

- Deputy Chief Aho delivered the division report on behalf of DC DeSmith. CPR/First Aid in-person instruction for the public has resumed with the latest class on 3/5. Fire stations are open to the public starting 3/12. Treat & Refer program has begun and GEMT financial returns will be seen in June.

Office of the Fire Marshal

- Fire Marshal Anjela Barton provided the OFM monthly report. The number of inspections in 2022 continues to be on par w/ last year. A breakdown of investigated fires by property types was included. Plan reviews have increased in 2022 due to increased construction. Construction highlights included the King County Health Through Housing homeless shelter (formerly Extended Stay Hotel) as well as the Blue Origin/Davinci facility. OFM continues to work with Response Operations through a new Committee that coordinates and tracks Public Outreach/Community events in Renton. There are over 200 false alarm responses YTD. The RRFA and King County are working on an ILA for fire inspections/permitting in unincorporated areas as well as a proposal for construction impact fees to be paid to the RRFA.

Support Services

- Deputy Chief Seaver, Fleet Manager Brice Callaway, and Auto Technician Chris Hoskyn performed a final inspection on the three new aid units currently being build. All three pumpers are in production with a final inspection slated for mid-May or June. Station 11 is behind on completion. Public bids were sent out for the Station 14 OFM Remodel Project.

Response Operations

- Deputy Chief Aho delivered the significant incident report which included a residential fire on 2/13 off of Glenwood Ct NE as well as a 2/15 Apt Fire in the Compass Ctr w/ mutual aid from Skyway Fire. Training for the month included EMS Quarterly training, Zone 3 Hazmat Block training, Wildland Hazardous Tree Bucking, and Rope Tech Training. Public Outreach included ride-alongs for North Seattle Community College students.

CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

2022 MIH Program Manager Pilot Proposal

Deputy Chief Aho presented on behalf of DC DeSmith. DC Aho proposed that the Board authorize the financial support of a MIH Program Manager as a part of a 2022 pilot program. Costs would be covered by a King County EMS Levy Core Service Grant and through the CARES partnership.

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March 14, 2022

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A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member McIrvine to approve Renton Regional Fire Authority's support of a 2022 MIH Program Manager. **MOTION CARRIED (6-0)**

Virtual Option for Governance Board Meetings

Discussion ensued concerning the public option to attend virtually for Board Meetings. As long as the Governor's Emergency Declaration is in place or until the proclamation is amended, the RRFA will be required to offer a virtual option for the public via Zoom attendance. The current practice of live streaming the meeting on Facebook is additional, but not required to satisfy the requirement.

GOOD OF THE ORDER

Board Member Abercrombie attended the Hall of Flame Museum in Phoenix, AZ and recommended the visit as well as requested a Renton RFA patch to be included in its display.

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 pursuant to RCW 42.30.140(a), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.

Executive Session pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel, in a forum that maintains the attorney client privilege, legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

Executive Session was called at 10:45 a.m. for 30 minutes. An additional 5 minutes was requested. The meeting reconvened at 11:20 a.m.

FUTURE MEETINGS

- Monday, March 28, 2022, 9:00 a.m., Budget/Finance Committee Meeting, Video Conference
- Monday, March 28, 2022, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
- Monday, April 11, 2022, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference

ADJOURNMENT

The meeting adjourned at 11:21 a.m.

Marcus Morrell, Board Chair

Evyn Villa, Board Secretary

VOUCHER APPROVAL FOR APRIL 11TH, 2022 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: _____
Steven C. Heitman, Fire Chief

AUDIT COMMITTEE

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

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$2,057,367.41, payroll vouchers and direct deposits totaling \$1,633,370.47.

A/P VOUCHERS	Payment Date	Numbers	Amount
Virtual Pay	02/16/2022 - 03/15/2022	APA000449- APA000543	\$955,123.75
Checks	02/16/2022 - 03/15/2022	12443-13660	(\$974.00)
EFTs	02/16/2022 - 03/15/2022		\$282,678.79
Bank Drafts	02/16/2022 - 03/15/2022		\$820,538.87
AR Refund Checks	02/16/2022 - 03/15/2022	-	\$0.00
TOTAL A/P			\$2,057,367.41

PAYROLL VOUCHERS		No. of Vouchers	Amount
Direct Deposits	2/25/2022	170	\$1,016,461.91
Payroll Checks	2/25/2022	1	\$0.00
Direct Deposits	3/10/2022	171	\$616,908.56
Payroll Checks	3/10/2022	2	\$0.00
TOTAL PAYROLL		344	\$1,633,370.47

TOTAL CLAIMS	\$3,690,737.88
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Renton Regional Fire Authority Governance Board:

Marcus Morrell, Board Chair

Ryan McIrvine, Board Vice Chair

Myron Meikle, Board Member

Kerry Abercrombie, Board Member

Valerie O'Halloran, Board Member

Ruth Pérez, Board Member

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RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: April 11, 2022

TO: Kerry Abercrombie (Fire District 25)
Ryan McIrvin (City of Renton)
Myron Meikle (Fire District 25)
Marcus Morrell (Fire District 25)
Valerie O'Halloran (City of Renton)
Ruth Pérez (City of Renton)
Linda Sartnurak (Non-Voting Advisory Position, Fire District 40)

FROM: Steve Heitman, Fire Chief

SUBJECT: Renton Regional Fire Authority Chief's Report

1. Welcome to Our New Members

Please join me in welcoming our new members, including Deputy Fire Marshal Robert Riches, Accreditation Program Manager Lisa Sjoden, and IT Technician Javier Esparza to the RFA.



My name is **Robert Riches**. I am originally from Wyoming, lived in South Carolina for a while and ultimately ended up in Washington to be closer to family. I try to spend as much time outdoors as possible and I love what the PNW has to offer. On the weekends you will usually find me taking photos of nature or sports, camping, hiking and most recently cycling. I am excited to be a new Deputy Fire Marshal at Renton RFA and I hope that my experience as a small business owner and Building Engineer will allow me to make a unique contribution to the team.

My name is **Lisa Sjoden ("Shuh-DEEN")**. After earning my master's degree from UW (go Dawgs!), I became an elementary school teacher. Following a decade of teaching, an opportunity to become an Accreditation Coordinator with Federal Way Police Department presented itself. I took the leap and have really enjoyed working in accreditation. I was born and raised in Washington and my parents are long-time residents of Renton. My family loves to play sports, go camping, hang out with friends, and travel. I am excited to be a part of the RFA and looking forward to working with a great team.





Hello! My name is **Javier Esparza**, and I was born in Mexico and raised in the Puget Sound area. I just recently moved to Renton with my partner and very much enjoy this new community. Currently, I am a senior at UW Tacoma and will be graduating this spring with my BS in Information Technology. Previously, I have worked in Aerospace working on cybersecurity, governance, risk management, and compliance. I am very community focused having also worked with non-profits such as Girls Who Code and Prison Pet Partnership. I am excited to use my skills to help support the RRFA and the greater Renton community.

2. Firefighter Stork Lapel Pins

Emergency childbirth is a skill EMTs learn and practice, and these calls become some of the most memorable experiences for our members. Renton RFA presents each crew member who delivers a baby with a stork pin to honor their service.

2021 – A313 (Travis Retherford and Pat Boltz) were called to an imminent birth at an apartment complex. The baby was on her way and the crew opened up the kit to start preparing. Pat and Travis noticed the baby's umbilical cord was wrapped around their neck, and they did just what they were trained to do by slipping the cord over the baby's head to relieve the pressure. A few minutes later, a healthy baby girl arrived! Both mother and baby are healthy and doing well.



March 2022 – A312 (Adam Bloom and Sean Pageau) were also called to an imminent birth at an apartment complex. This was child number 7 for the parents, so the baby girl was arriving fast! She was delivered with no complications before the medics arrived and both baby and Mom are doing well. This was a first delivery for Adam and Sean and they hope to see the family again.



April 2022 – E314 (Nathan Risen, Mark Bailey and Andrew Harm) were called to an imminent birth in a parking lot. This was child number 5 for the parents, and the mother was in active delivery in the front passenger seat of a vehicle upon the crew's arrival. A baby girl was delivered with no complications. Mom and baby were transported to Valley by medics and are both doing well.



(Not pictured: Nathan Risen)

3. Retirements/Promotions

Lieutenant Mark Price has informed us that he will be retiring on May 1st. Mark has served 33 years with Renton Fire, and we wish him the best in his retirement. To fill his vacancy, we conducted "Rule of Three" interviews and will be promoting Dominic Shannon to Lieutenant effective May 1st.

4. Center for Public Safety Excellence (CPSE) Conference

I attended the CPSE conference with CAO Samantha Babich, DC Mark Seaver, Lt. Rick Laycock and Business Intelligence Analyst Kelvin Li the week of March 21st. The focus was on accreditation, and the biggest takeaway is that this process will involve members of the entire organization in one form or another. We came away from the conference better educated on how the process will be conducted and excited about how this will improve the organization through the ongoing credentialing process.

5. King County Diversity & Recruitment Workshop

On Saturday, April 9th, the King County Fire Chiefs Association hosted a Diversity & Inclusion (DEI) workshop at the Seattle Joint Training Facility. The workshop is designed to help potential applicants navigate the hiring process and participate in discussions pertaining to medical and psychological exams, preparing for written exams and oral boards, and the importance of physical and mental wellness. Renton RFA will be hosting

6. 2022 Leukemia & Lymphoma Society Firefighter Stair Climb

This year marked the 31st annual LLS Firefighter Stair Climb campaign where 12 of our members climbed 69 flights of stairs in full firefighter gear and SCBA equipment (60 lbs). Lt. Jamie Durkan was the team leader and Lt. Marc Donnell helped support and motivate. Our team's goal was to raise \$10,000 and ended up raising \$21,950! All Renton RFA participants completed the climb in under 33 minutes, the first member completing it in just over 14 minutes! Out of the 135 participating fire departments, our team came in 8th place. Please join me in congratulating those who trained hard to make this possible:

- | | |
|-------------------------------|----------------------------|
| • Brett Newell (14:26.2) | • Logan Wasem (22:09.3) |
| • David Braun (15:40.9) | • Patrick Boltz (22:34.3) |
| • Benjamin Thomas (16:03.3) | • Daniel Beggin (22:58.8) |
| • Lt. Robert Hyslop (18:18.3) | • Claire O'Brien (26:43.9) |
| • Lt. Jamie Durkan (20:50.0) | • Marc Donnell (32:34.4) |
| • Brandon Caldwell (21:27.6) | • Lexi McGinnis (32:43.8) |

7. Governance Board Notifications

Per our procurement process and policy, I am notifying the Board of the following purchase.

Archbright ReClaim Agreement (HR Consulting Services) – \$45,000.00

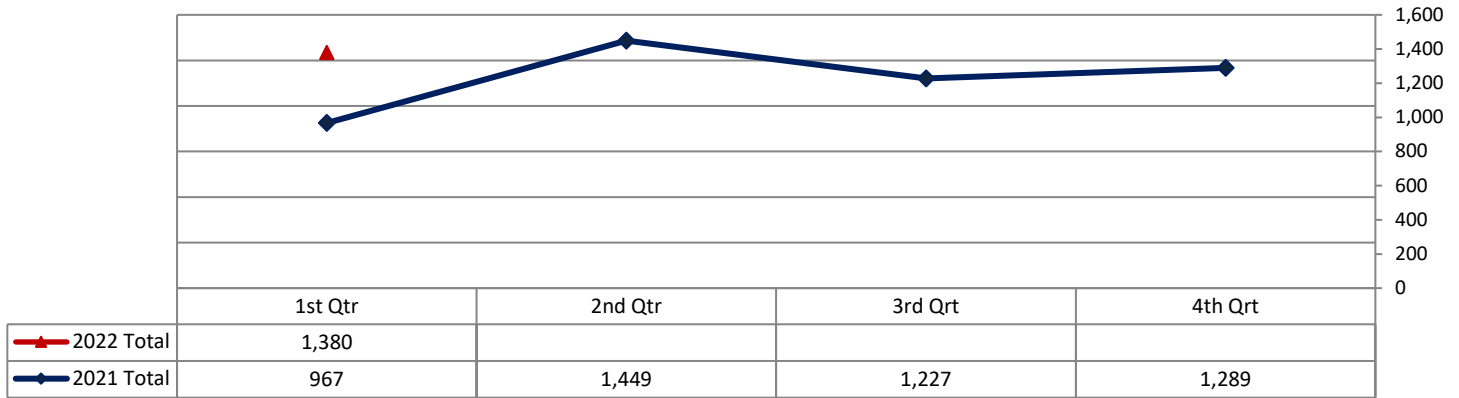
Office of the Fire Marshal 2022 Quarterly Report

April 2022

Inspections

Staff have completed 1,380 inspections (business, multi-family, IFC permit, special, complaint & re-inspections) to date.

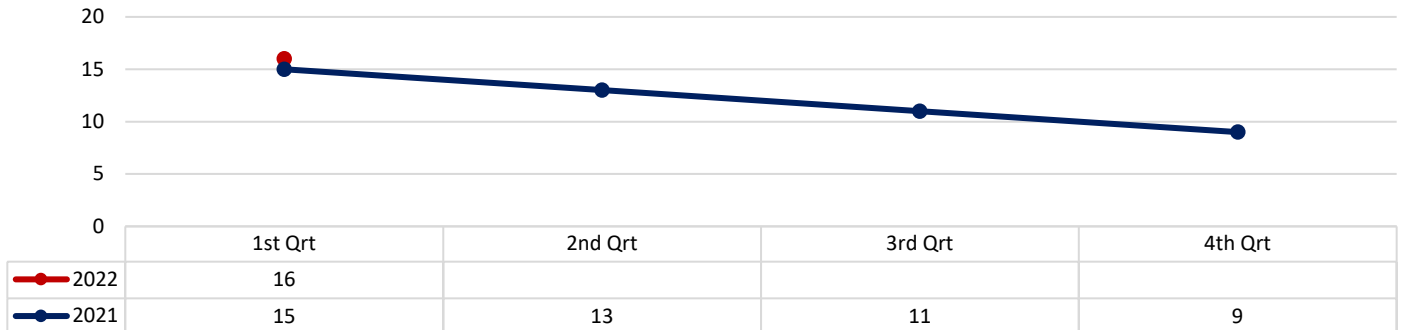
Inspections Completed by Quarter - Comparative to 2021



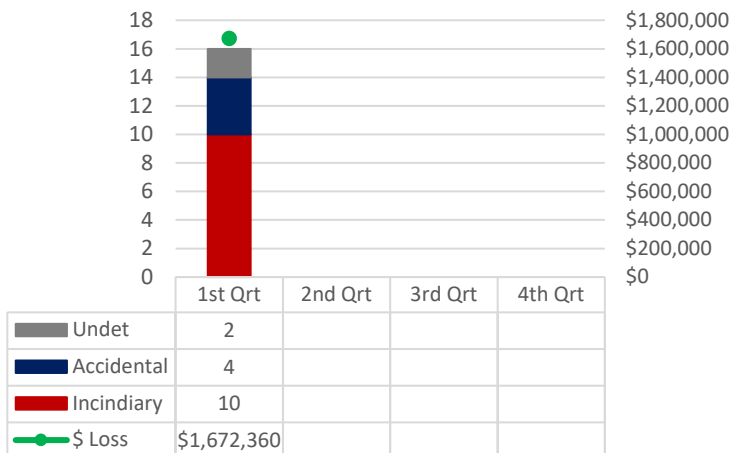
Fire Investigations

Staff investigated 6 fires in March. Total cumulative dollar loss is estimated at \$1.7 million.

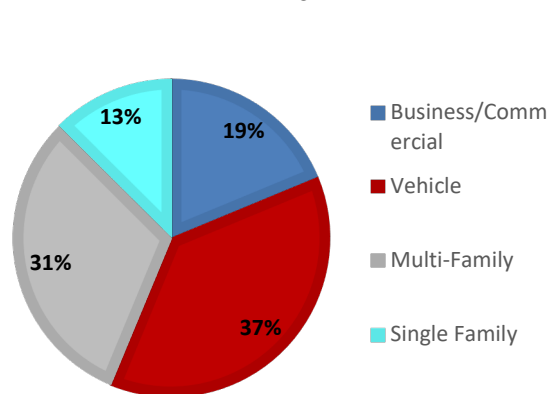
Fire Investigations by Quarter - Comparative to 2021



FIRE CAUSE AND LOSS ESTIMATE



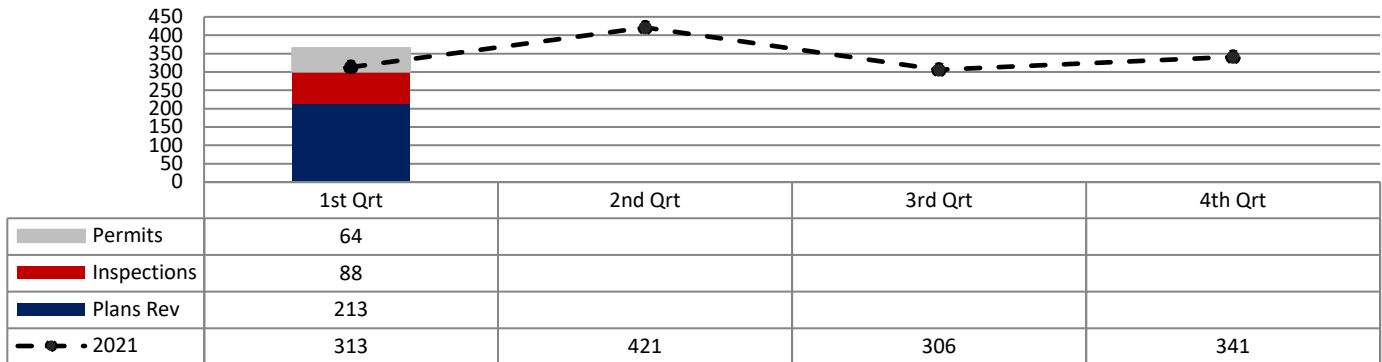
PROPERTY TYPE OF INVESTIGATED FIRES



Plans Review, Construction Inspections & Permits

Staff completed 83 plans reviews, 32 construction inspections, and issued 20 fire systems and/or fire construction permits in March.

Plans Review, Construction Inspections & Permits by Quarter - Comparative to 2021



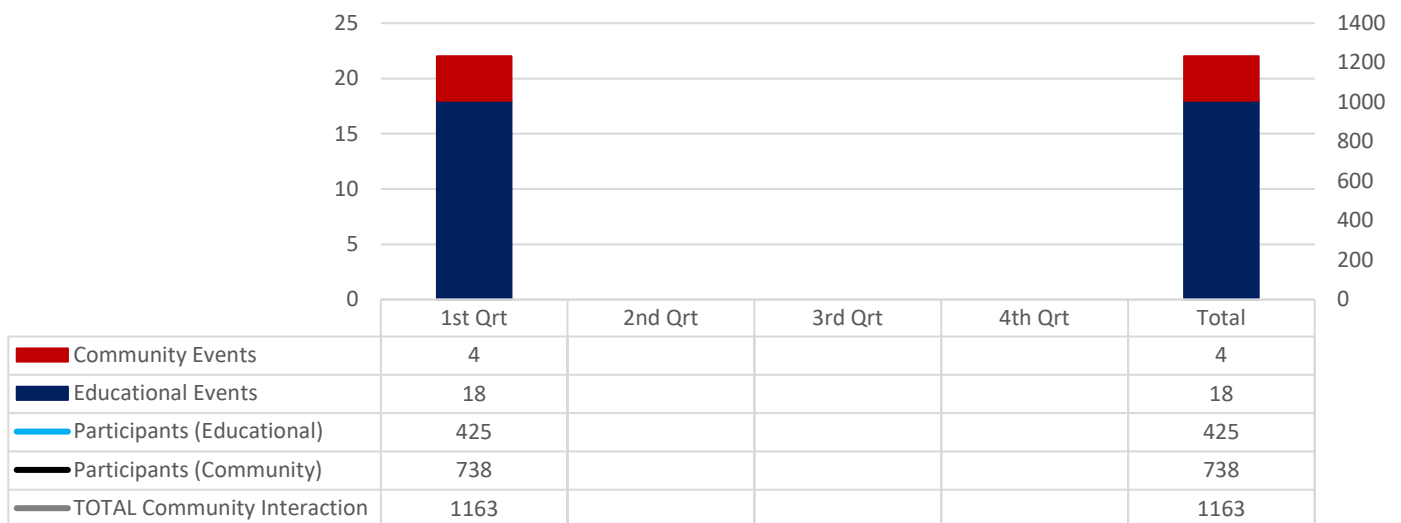
Reviews completed for Premier Meat Pies, a new restaurant that will be located in the long vacant 916 S 3rd St building.



Public Education / Community Outreach Highlights

- Established a distribution list of apartment complexes to distribute monthly "Home Safety Tips" to throughout our community. Currently have 39 complexes signed up to receive this information to distribute to their tenants.
- E317 and our Public Educator provided pre-school fire safety education to two pre-schools, reaching over 70 children and staff.
- Provided home fire safety education to the Merrill Gardens Senior Men's; attended by 15 residents.
- E316 attended Briarwood Elementary School's scheduled fire drill and had an opportunity to interact with over 600 of their students.

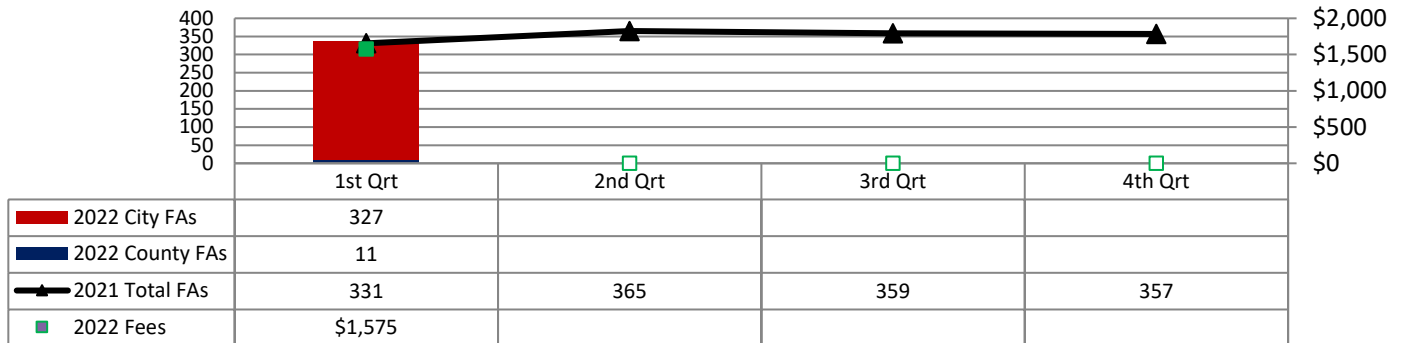
PUBLIC EDUCATION & COMMUNITY OUTREACH



False Alarms

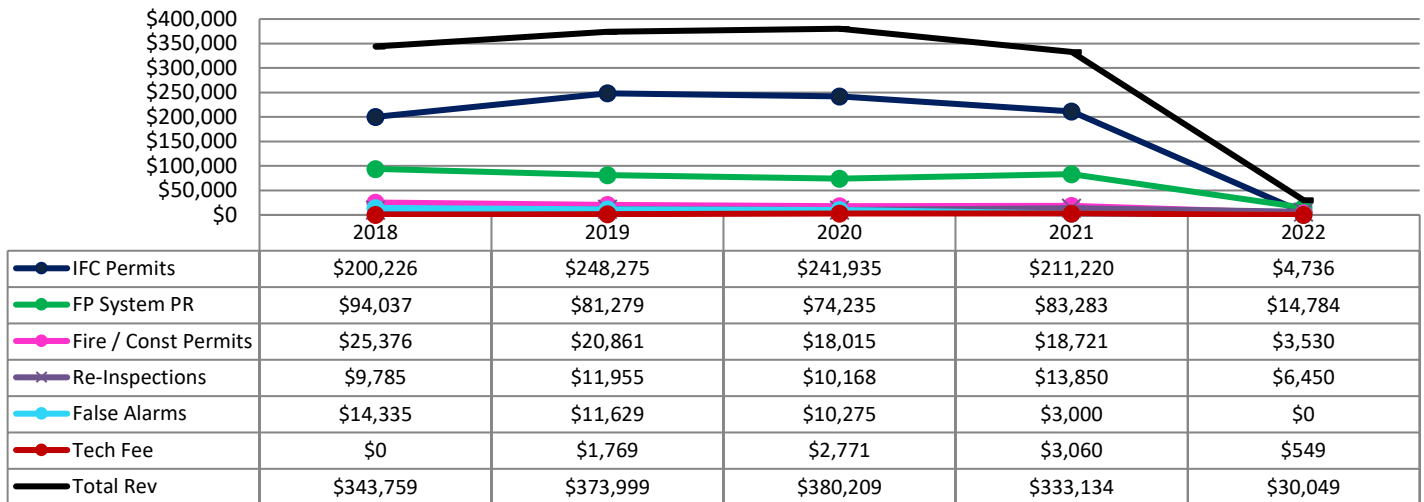
The Department has responded to 338 false alarms to date, with \$1,575 in fees issued to property owners/tenants for preventable alarms. (False alarm fees were waived in 2020 and 2021).

2022 False Alarms by Month, Location & Fees - Comparative to 2021



Revenue \$30,049 in Fire Marshal revenues have been collected in 2022. (Bulk permit billings for 2022 have been sent to our billing agent, and total approximately \$260k)

OFM Revenue by Year (2018-Present)



















Custom ▾ Jan 1, 2022 - Mar 31, 2022 ▾

21%

FIRE
Percentage of Total Incidents

79%

EMS
Percentage of Total
Incidents

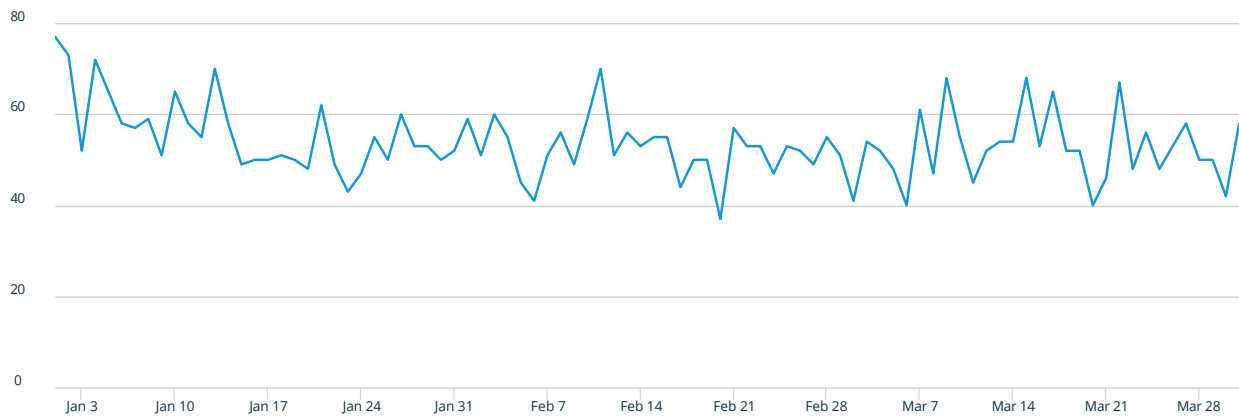
4,836

INCIDENTS

In Selected Time Slice

90

DAYS
In Selected Time Slice



% Rows

% Columns

% All

[illegible]

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	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Total
(41) Combustible/f.. spills & leaks	12	7	13											32
(42) Chemical release, reaction, or toxic condition	4	2												6
(44) Electrical wiring/equipm. problem	7	3	9											19
(46) Accident, potential accident			1											1
(48) Attempted burning, illegal action	2	3	4											9
(50) Service call, other	5	5	9											19
(51) Person in distress	6		3											9
(52) Water problem	18	10	2											30
(53) Smoke, odor problem	5	3	2											10
(55) Public service assistance	17	17	16											50
(56) Unauthorized burning	4	1	2											7
(60) Good intent call, other	3	1	5											9
(61) Dispatched and canceled en route	105	99	92											296
(62) Wrong location, no emergency found	5	10	5											20
(63) Controlled burning		1	1											2
(65) Steam, other gas mistaken for smoke	9	10	10											29
(67) HazMat release investigation w/no HazMat	7	3	3											13
(70) False alarm and false call, other	17	14	9											40
(71) Malicious, mischievous false alarm	11	6	8											25
(73) System or detector malfunction	45	17	31											93
(74) Unintentional system/detect... operation (no fire)	61	52	71											184
(90) Special type of incident, other	9	10	4											23
NULL			2											2
UNK	1	1												2
UNK			1											1
Total	1,745	1,467	1,630											4,842

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For the wonderful care given to my 92 year old mom

I am so appreciative
of all station 13 does for
our community, but especially
for my mom. Your team
have been wonderful each
time you have been
called over.

Thank you!
Wanda



Emergency Medical Services Division

401 5th Avenue, Suite 1200

Seattle, WA 98104-1818

206-296-4693

www.kingcounty.gov/health

February 15, 2022

Training Captain Scot McDonald
South King County Fire Training Consortium
20811 84th Ave S, Suite #102
Kent, WA 98032

Training Captain Scot McDonald:

I want to acknowledge Firefighter-EMTs Jamie Durkan, Mark Bailey and Derric Matteson of Renton Regional Fire Authority for their care of Lisa Munyakazi who suffered cardiac arrest the evening of August 12, 2021. As you recall, Young Lisa was swimming at a lake when she suddenly went underwater. The BLS crew performed CPR and with the assistance of King County M-7 paramedics were able to successfully resuscitate and transport her to Seattle Children's Hospital. I am pleased to report that she was discharged to a rehabilitation unit awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. Young Miss Munyakazi, her family and I thank you.

Sincerely,

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Emergency Medical Services Division

401 5th Avenue, Suite 1200

Seattle, WA 98104-1818

206-296-4693

www.kingcounty.gov/health

February 15, 2022

Training Captain Scot McDonald
South King County Fire Training Consortium
20811 84th Ave S, Suite #102
Kent, WA 98032

Training Captain Scot McDonald:

I want to acknowledge Firefighter-EMTs Steven Trujillo, Travis Retherford, Robert Hyslop, Tanner Lucas and Jessica Clearman of Renton Regional Fire Authority for their care of O'neal Lau who suffered cardiac arrest the morning of October 25, 2021. As you recall, Mr. Lau was sleeping when his wife heard him roll off the bed. She found him unconscious and unresponsive on the floor. The BLS crews performed CPR, provided defibrillation, and with the assistance of King County M-7 paramedics were able to successfully resuscitate and transport him to Valley Medical Center. I am pleased to report that he was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. Mr. Lau and I thank you.

Sincerely,

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Emergency Medical Services Division

401 5th Avenue, Suite 1200

Seattle, WA 98104-1818

206-296-4693

www.kingcounty.gov/health

February 15, 2022

Training Captain Scot McDonald
South King County Fire Training Consortium
20811 84th Ave S, Suite #102
Kent, WA 98032

Training Captain Scot McDonald:

I want to acknowledge Firefighter-EMTs Nick Felt, Kelly Carpenter, Steve Wright, Logan Wasem and Riley Ayers of Renton Regional Fire Authority for their care of John Nolan who suffered cardiac arrest the afternoon of December 11, 2021. As you recall, Mr. Nolan was working in the garage when he developed a sudden onset of chest pain. He went to sit on the couch and moments later became unconscious and unresponsive. The BLS crews performed CPR, provided defibrillation, and with the assistance of King County M-7 paramedics were able to successfully resuscitate and transport him to St. Anne Hospital. I am pleased to report that he was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. Mr. Nolan and I thank you.

Sincerely,

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Emergency Medical Services Division

401 5th Avenue, Suite 1200

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February 15, 2022

Training Captain Scot McDonald
South King County Fire Training Consortium
20811 84th Ave S, Suite #102
Kent, WA 98032

Training Captain Scot McDonald:

I want to acknowledge Firefighter-EMTs Sean Leahy and Michaela Wallace of Renton Regional Fire Authority for their care of Kalwant Sinh Minhas who suffered cardiac arrest the morning of December 16, 2021. As you recall, Mr. Minhas was found unconscious and unresponsive in the bathroom by family members. The BLS crew performed CPR and with the assistance of Puget Sound Regional Fire Authority E-377 and King County M-7 paramedics were able to successfully resuscitate and transport him to Valley Medical Center. I am pleased to report that he was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. Mr. Minhas and I thank you.

Sincerely,

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Emergency Medical Services Division

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February 15, 2022

Training Captain Scot McDonald
South King County Fire Training Consortium
20811 84th Ave S, Suite #102
Kent, WA 98032

Training Captain Scot McDonald:

I want to acknowledge Firefighter-EMTs Brandon Weeks, Chris Cline, Dylan Gyll, Chuck Hawley, Garrett Kimbrel and Daniel Yun of Renton Regional Fire Authority for their care of Danilo Jaksich who suffered cardiac arrest the afternoon of December 23, 2021. As you recall, Mr. Jaksich was shopping at a local auto parts retailer when he suddenly collapsed. The BLS crews performed CPR, provided defibrillation, and with the assistance of King County M-5 paramedics were able to successfully resuscitate and transport him to Valley Medical Center. I am pleased to report that he was discharged home awake and alert, and with an opportunity to again enjoy life.

I appreciate your crew's dedication to providing lifesaving care. I recognize that we are constantly working to deliver best care while also evaluating promising approaches or technologies to push cardiac arrest survival even higher here in King County. Such efforts would not be possible without the hard work and commitment of you and your colleagues. Mr. Jaksich and I thank you.

Sincerely,

Tom Rea, MD
Medical Program Director
Emergency Medical Services Division
Public Health- Seattle & King County

CC: Dr. Mickey Eisenberg



Governing Board Agenda Item

SUBJECT/TITLE: 2022 Grant from the Department of Ecology

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

The Renton RFA has been awarded a 100%, no matching grant from the Department of Ecology to purchase air metering equipment. This has been awarded as a regional grant that we will share with the Zone 3 Hazmat Teams.

FISCAL IMPACT:

Expenditure \$95,350

Revenue

Currently in the Budget Yes ☐ No ☒

SUMMARY OF ACTION:

Renton RFA has written a regional grant for Hazmat equipment that will be shared with the Zone 3 Hazmat Teams. We have partnered with Puget Sound RFA over 2 previous grant cycles and wrote our own last year. These previously awarded grants provided Foam Trailers in 2017 and the Tow Vehicles for the trailers in 2018. Last year we were awarded this same grant to purchase our Area RAEs. This is a 2021 grant that was postponed until this year. We have until June 30th of 2023 to purchase the equipment.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

1.) Grant Summary

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to accept the Department of Ecology Grant for \$95,350, with no matching amount from the Renton RFA, with the approval of the Governance Board.



Agreement No. SPPREG-2123-Rrfa-00038

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

RENTON REGIONAL FIRE AUTHORITY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Renton Regional Fire Authority, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams
Total Cost:	\$95,350.00
Total Eligible Cost:	\$95,350.00
Ecology Share:	\$95,350.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Equipment Cache Grant

Project Short Description:

Air Monitoring equipment upgrade standardization for South King County Haz-Mat Teams.

Project Long Description:

This request is for the purchase of air monitoring equipment for the Hazardous Materials response teams covering all of South King County (Zone 3). The goal of this grant is to ensure that all teams have the same equipment for interoperability at large incidents.

This request will also purchase equipment that will take advantage of the wireless capability of equipment provided by the 2020 Spill response grant which funded the purchase of AreaRAEs. The equipment requested by this grant will transmit data to our existing AreaRAEs and allow us to data log and develop plume models which will allow incident commanders to make better decisions regarding exposed populations.

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

If awarded this grant all Haz-Mat teams will be able to replace an assortment of older, non standardized, air monitoring equipment that is at the end of its service life. Much of the equipment was acquired from grants almost 10 years ago and is becoming very costly to maintain and unreliable.

The Haz-Mat teams covered by this request are Puget Sound Fire, South King Fire, Renton Regional Fire, and the Port of Seattle covering all of South King County south of Seattle and Bellevue to the Pierce County line. These teams are dispatched automatically in South King County and will provide Mutual Aid throughout the rest of King County and all of State if needed.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

DRAFT

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

RECIPIENT INFORMATION

Organization Name: Renton Regional Fire Authority

Federal Tax ID: 81-2447873

DUNS Number: 077241906

Mailing Address: 18002 108th Ave SE
Renton, WA 98055

Physical Address: 18002 108th Ave SE

Contacts

Project Manager	Mark Seaver 18002 108th Ave SE Renton, Washington 98055 Email: bbigger@rentonrfa.org Phone: (425) 430-7000
Billing Contact	Mark Seaver 18002 108th Ave SE Renton, Washington 98055 Email: bbigger@rentonrfa.org Phone: (425) 430-7000
Authorized Signatory	Mark Seaver 18002 108th Ave SE Renton, Washington 98055 Email: bbigger@rentonrfa.org Phone: (425) 430-7000

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632</p>
Financial Manager	<p>Aaron Hubler</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: AHUB461@ecy.wa.gov Phone: (360) 485-5921</p>
Technical Advisor	<p>David Byers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899</p>

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Mark Seaver**Project Administration****Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK - TASK 2 NEW RESPONSE EQUIPMENT AND RESOURCES

Instructions:

Please enter Task Cost
When done, click the **SAVE** button

Task Number	2		
Task Title	New Response Equipment and Resources	Task Cost	<input type="text" value="\$95,350.00"/> *
Task Description	<p>A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.</p> <p>B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.</p>		
Task Goal Statement	Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.		
Task Expected Outcomes	<ol style="list-style-type: none">1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.2. Properly store and maintain response equipment, tools, and supplies.		
Recipient Task Coordinator	<input type="text" value="Mark Seaver"/>		



Deliverables

Deliverable #	Description	Due Date	Received? (ECY Use Only)	EIM Study ID	EIM System Link	Latitude
2.1	Purchase and receive approved, eligible equipment	<input type="text" value="06/30/2023"/>	<input type="checkbox"/>	<input type="text"/>		<input type="text"/>
2.2	Schedule equipment inspection with Ecology	<input type="text" value="06/30/2023"/>	<input type="checkbox"/>	<input type="text"/>	EIM Study Link	<input type="text"/>

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

BUDGET**Funding Distribution EG220573**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Air Monitoring Equipment for Zone 3 (South King County) Funding Type: Grant
Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Air Monitoring Equipment for Zone 3 (South King Co	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 95,350.00

Total: \$ 95,350.00

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Air Monitoring Equipment for Zone 3 (South King Co	0.00 %	\$ 0.00	\$ 95,350.00	\$ 95,350.00
Total		\$ 0.00	\$ 95,350.00	\$ 95,350.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

DRAFT

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

Agreement No: SPPREG-2123-Rrfa-00038

Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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Project Title: Air Monitoring Equipment for Zone 3 (South King County) Haz-Mat Teams

Recipient Name: Renton Regional Fire Authority

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Governing Board Agenda Item

SUBJECT/TITLE: Sta. 14 OFM Remodel Contractor Acceptance

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

Demolition and build-out of the Fire Marshals office. This project provides room for all current OFM members, upcoming hires, and space for future expansion.

FISCAL IMPACT:

Expenditure \$300,000 max Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

The offices that currently house the OFM were built originally for our Training Division and not intended to house as large a group as is currently utilizing the space. This remodel will provide additional space to appropriately accommodate the OFM members and provide additional work areas for future needs. There was \$300,000 budgeted in the 2022 Capital Facilities budget. The bid from CFC Construction for \$165,457 is the low bid. Total costs, including contingencies, soft costs, furniture, and tax are \$265,484.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

- 1.) Bid List
- 2.) Projected Budget

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move that the Board award the Fire Station #14 OFM Remodel to CFC Construction and authorize Chief Heitman to sign the contract.

Station 14 OFM Remodel Bids

CFC Construction LLC

Base Bid: **\$165,457**

Included the following:

Statement of Qualifications

Exhibit B - Contractor Qualifications

Exhibit D - Combined Affidavit

Exhibit E - Certification of Compliance with Wage Payment Statuses

Exhibit H - Certification of Compliance with Public Works Training

Mike Werlech Construction

Base Bid: **\$175,762**

Included the Following:

Exhibit B - Contractor Qualifications

Exhibit D - Combined Affidavit

References

Regency NW Construction

Base Bid: **\$213,900**

Included the following:

Exhibit B - Contractor Qualifications

Exhibit D - Combined Affidavit

Exhibit E - Certification of Compliance with Wage Payment Statuses

NEW CONSTRUCTION/MAJOR RENOVATION BUDGET WORKSHEET

Date:	April 7, 2022	Project Phase	Bid / Construction
Agency:	Renton Regional Fire Authority	City:	Renton, WA
Building Project Description:	Fire Station 14 Office Tenant Improvement Project		
Representative:	Mark Seaver / Scott Murphy	Phone:	425.430.7000
Architect:	Broderick Architects	Contractor:	TBD
Start Date:	May 2022	Finish Date:	August 2021

I. CONSTRUCTION (HARD) COSTS (Two-Thirds of Total Project Cost)

	<u>ESTIMATED SF</u>	<u>UNIT COST</u>	<u>TOTAL</u>
A. Fire Marshal Office Suite: CFC construction LLC Base Bid			\$ 165,457.00
B.			
C.			
D.			\$ -
E.			\$ -
F.			\$ -
G.			\$ -
H.			\$ -
I.			\$ -
J. Contingency: (10%)			\$ 16,545.70
K. WSST @ 10.1%			\$ 18,382.27
L.			
M. Total Construction (Hard) Costs			\$ 200,384.97

II. CONSTRUCTION (SOFT) COSTS (One Third of Total Project Cost)

	<u>TOTAL</u>
A. Architectural and Project Management	\$ 26,000.00
B. Permits/Fees:	\$ 3,500.00
C. Reimbursable Expenses: Plotting and Printing	\$ 500.00
D. FFE (Furniture)	\$ 32,000.00
E. Moving Expenses	
F.	
G.	
H.	
I.	
J.	
K. Soft Cost Contingency: (5%)	\$ 3,100.00
Total Construction (Soft) Costs	\$ 65,100.00
Total Project Costs (Hard + Soft Costs)	\$ 265,484.97
Inflation Escalation (4% per year - 1 year)	\$ -
TOTAL PROJECT COST	\$ 265,484.97



Governing Board Agenda Item

SUBJECT/TITLE: Sta. 13 Storage Area to Office Remodel

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

Finishing of the storage space on the 2nd floor of the area to the south of the truck bay. This project provides room to house the IT, Planning, and Facilities Divisions.

FISCAL IMPACT:

Expenditure \$350,000 max Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

The HQ offices are full and in need of additional space. This remodel will provide an area to move the IT, Planning, and Facilities personnel to be able to work in the same area for collaboration. There was \$480,000 budgeted in the 2022 Capital Facilities budget. A mock bid was prepared by Broderick Architects which came to \$306,368. There will be additional costs for furniture that will be presented at the time of contractor acceptance.

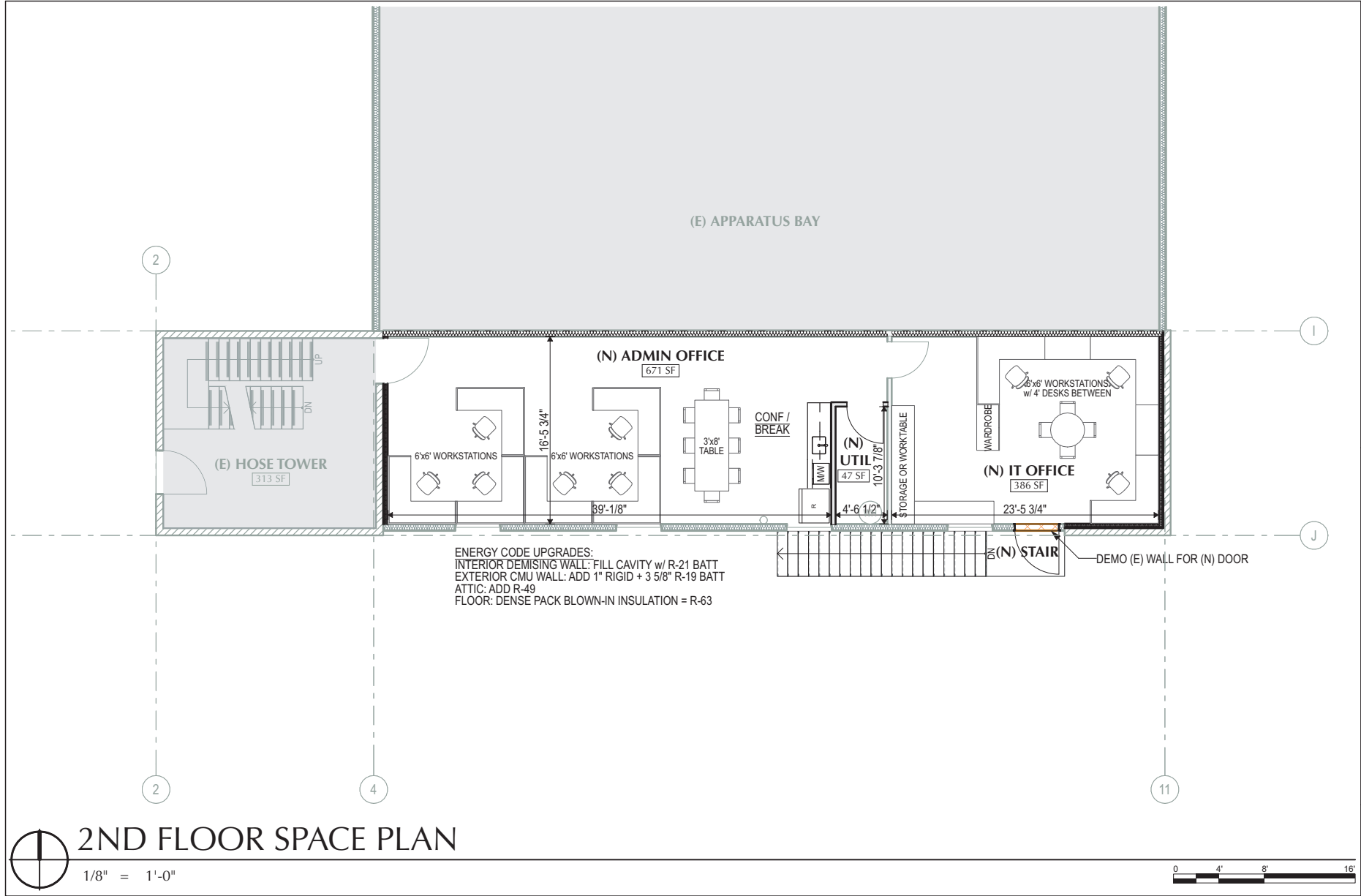
Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

- 1.) Architecture Plans
- 2.) Projected Budget

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to start the bid process and move forward with the remodel of the upstairs storage area into offices with the approval of the Governance Board.



NEW CONSTRUCTION/MAJOR RENOVATION BUDGET WORKSHEET

Date:	December 8, 2021	Project Phase	Conceptual Design
Agency:	Renton Regional Fire Authority	City:	Renton, WA
Building Project Description:	Fire Station 13	IT/Admin Office Tenant Improvement Project	
Representative:	Mark Seaver	Phone:	425.276.9503
Architect:	Broderick Architects	Contractor:	TBD
Start Date:	April 2022	Finish Date:	July 2022

I. CONSTRUCTION (HARD) COSTS (Two-Thirds of Total Project Cost)

	<u>ESTIMATED SF</u>	<u>UNIT COST / SF</u>	<u>TOTAL</u>
A. IT/Admin TI: Alegis Preliminary Estimate Dated 12/7/20	1,126		\$ 211,161.00
B.			
C.			
D.			\$ -
E.			\$ -
F.			\$ -
G.			\$ -
H.			\$ -
I.			\$ -
J. Contingency: (15%)			\$ 31,674.15
K. WSST @ 10.1%			\$ 24,526.35
L.			
M. Total Construction (Hard) Costs			\$ 267,361.50

II. CONSTRUCTION (SOFT) COSTS (One Third of Total Project Cost)

	<u>TOTAL</u>
A. Architectural and Project Management	\$ 26,000.00
B. Permits/Fees:	\$ 3,500.00
C. Reimbursable Expenses: Plotting and Printing	\$ 500.00
D.	
E.	
F.	
G.	
H.	
I.	
J.	
K. Soft Cost Contingency: (10%)	\$ 3,000.00
Total Construction (Soft) Costs	\$ 33,000.00
Total Project Costs (Hard + Soft Costs)	\$ 300,361.50
Inflation Escalation (4% per year x 1/2 year)	\$ 6,007.23
TOTAL PROJECT COST	\$ 306,368.73