



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, September 12, 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 August 8, 2022](#) Regular Meeting
- Approval of [Vouchers](#): AP Check Register 7/16/2022 – 8/15/2022
Payroll Checklist 7/1/2022 – 7/31/2022

- Signing of Vouchers

- Board Committee Reports

- Budget & Finance Committee
- Operations and Capital Committee

- [Chief's Report](#)

- Division Reports

- Administration (CAO Babich)
 - CARES Fund Discussion
- EMS/Health Safety (Deputy Chief DeSmith)
 - CPR Classes and PulsePoint Support continue to be a success; For in-house and Renton area classes, our instructors taught 108 CPR classes and 59 First Aid classes.
 - [2022 CPR/First Aid Monthly Classes](#)
 - Interviews for Mental Health Professionals for Behavioral Unit in 2023 currently taking place. New hire position for consulting and assist RFA to navigate and build a program to meet our mental health needs.

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- Office of the Fire Marshal (Fire Marshal Barton)
 - [OFM Quarterly Report](#)
 - [2022 Fire Prevention Week Proclamation](#)
- Support Services (Deputy Chief Seaver)
 - Sta. 11 - OFM Update
 - Logistics Warehouse
 - Pumpers and Last Aid Unit
- Response Operations (Deputy Chief Aho)
 - Significant Incidents
 - 8/10 Car into a Building on S Carr Rd. Mutual aid from Puget Sound and South King Fire and Rescue
 - 8/11 Residential Fire on 17600 blk of 112th Ave SE
 - 8/27 2-car MVA into a telephone pole with a car fire at SE 186th St and 140th Ave SE. Mutual aid from Puget Sound
 - 8/30 Drive-by shoot at 13200 blk of 158th Ave SE. Mutual aid from Eastside Fire
 - Training
 - JATC Tests - 1A for Walter, McIntyre, Simonpietri; 1B for Mailloux, Ramos; 3A for Hopf; 3B for Hartman, Yun, P. Leahy
 - 3rd Qtr Rope Drill, L311 attended
 - 3rd Qtr Rescue Boat Operator, Dive 312 attended
 - Pump Academy, Cody Olson attended
 - Tower time for E311, E312, A312, E313, A313, E315, E316,
 - Boat Based dive at Five Mile Lake, Dive 312 attended
 - IDARS Swim Test for Rescue Swimmers
 - Hazmat Saturday Training, HM314 attended
 - Sunday Rope Drills, L311 attended
 - Public Outreach
 - National Night Out at Renton Farmers Market, Liberty Square Apts, Fairwood Crest Park, Woodside HOA, and Forest Estates HOA
 - NSCC Ride along with E311, A312, and A313
 - Medic Student Ride along with A313
 - Station Tours at Stations 13, 15, and 17
 - Engine Visits
 - E311 @ St Anthony School
 - E311 @ Liberty Park for Communities in School
 - E313 @ Tiffany Park
 - E313 @ Thomas Teasdale Park
 - E312 @ Sunset Park
 - E314 @ The Little Gym of Kent/Renton
 - Dive312 @ Gene Coulon for Sailing Club
 - E316 @ Copperwood Neighborhood
 - [Total Call Volume by Station Area Report](#)
 - [Total Record Volume by Incident Type All Stations Report](#)

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- Correspondence
- Unfinished Business
- New Business
 - AFSCME Collective Bargaining Agreement
 - [New Vehicle Purchase – CARES312](#)
 - [KFT Contract](#)
 - [Station 13 Office Remodel](#)
 - [2025 Pumpers](#)
 - [Resolution on Eminent Domain](#)
- 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.
- Future Meetings:
 - Monday, September 26, 2022, 9:00 a.m., Budget/Finance Committee Meeting, Video Conference
 - Monday, September 26, 2022, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
 - Monday, October 10, 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, August 8, 2022

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

CALL TO ORDER

Governance Board Chair Morrell called the regular meeting to order at 10:02 a.m.

ROLL CALL

Governance Board Members Present:

Kerry Abercrombie (Fire District 25)
Marcus Morrell, Chair (Fire District 25)
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)

Governance Board Members Not Present:

Ryan McIrvin, Vice Chair (City of Renton)

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

Administrative Staff Present:

Fire Chief Steve Heitman, Chief Administration Officer Samantha Babich, Deputy Chief Chuck DeSmith, Fire Marshal Anjela Barton, Deputy Chief Mark Seaver, Deputy Chief William Aho, Facilities Manager Scott Murphy, Lt. Rick Laycock, Communications Manager Katie Lewis, Site Reliability Engineers Wyatt Humphreys and Javier Esparza, Administrative Supervisor Christine Noddings, Administrative Specialist Samantha Vergara and RFA Attorney Brian Snure.

Public Present (in-person):

Mark Borys (junior), Nicole Borys, Nicholas Wall (and family)

Public Present (virtual):

Mark Borys (senior)

AGENDA MODIFICATIONS

There were no agenda modifications.

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Good Citizen Recognition – Chief Heitman presented the Minutes Matter Award.

PUBLIC COMMENT

There was no public comment.

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CONSENT AGENDA

A **MOTION** was made by Board Member O'Halloran and **SECONDED** by Board Member Meikle to approve the consent agenda for July 11, 2022. **MOTION CARRIED (5-0)**

Board Member Abercrombie requested clarification for the line item for yoga class.

Duty Chief DeSmith explained the contract with Local 864 for a fitness incentive to teach flexibility for injury prevention, breathing techniques. Crews avail of this course as part of their health and wellness. Board Member O'Halloran recommends adding a description on the voucher stating Firefighter Fitness Benefit. Board Member Sartnurak promotes this verbiage in the documentation.

SIGNING OF VOUCHERS

The Governance Board Members signed the Voucher Approvals for August 8, 2022.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Heitman's provided an overview of the Chief's report.

Board Member Abercrombie inquired about the Renton Fire History Collection that the previous Station 16 Admin member organized and wanted to recognize July Bray for her efforts.

DIVISION REPORTS

Administration (Fire Chief Heitman)

Fire Chief Heitman delivered a brief overview of the financial report.

- Q2 2022 Financial Report

EMS/Health Safety (Deputy Chief DeSmith)

Deputy Chief DeSmith provided an overview of his report.

- Exploring future CARES support with the Renton School District

Office of the Fire Marshal (Fire Marshal Barton)

Fire Marshal Barton provided an overview of the July OFM Division report.

- Permit Fee Schedule

Support Services (Deputy Chief Seaver)

Deputy Chief Seaver provided an overview of his report.

- Facilities Update
- Apparatus Update

Response Operations (Deputy Chief Aho)

Deputy Chief Aho provided an overview of his report.

- Significant Incidents

The Spencer Court (Senior Living facility in downtown Renton) – while elevated to a 2-alarm fire, it was minimized due to effectiveness of sprinkler system. The Fairwood residential fire was a 3-alarm fire since it is a non-sprinkler building. This incident is still under investigation by the King County Fire Marshal's Office.

Recognition to Renton Police in their joint response to the mass shooting incident

- Training

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- Public Outreach
 - Recognition to Skyway Fire District for assisting with the HealthPoint event
- Total Call Volume by Station Area Report and Total Record Volume by Incident Type

Board Member Perez noted appreciation to Chief Heitman for sending out a detailed report of the downtown shooting incident to all Board Members, providing them with important information.

Board Member Abercrombie recognized RRFA's efforts in public outreach during the month.

Board Member Sartnurak expressed gratitude to RRFA in their response to the fire incident at the Fairwood Landing, citing the seamless coordination of all responders.

CORRESPONDENCE

There was no correspondence.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

RRFA/KCFD #43 Response Adjustment MOU

King County Fire District #43 has reviewed their response area to ensure the closest most appropriate fire agency unit can be dispatched. Their review found that four addresses on 180th PI SE (14707, 14723, 14739, and 14747) are located in closer proximity to RRFA Station 16 and KCFD #43 has requested a MOU with RRFA adjusting the response area 1st due to Station 16.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member O'Halloran to authorize the Fire Chief to sign the King County Fire District 43 response adjustment MOU. **MOTION CARRIED (5-0)**

Proposed 2023 OFM Fee Schedule

Office of the Fire Marshal fees are adopted by the Renton City Council and included in the City of Renton Fee Schedule. Proposed changes to our fee schedule are typically due to the City of Renton for inclusion in the city fee schedule by the end of August each year.

A **MOTION** was made by Board Member Abercrombie and **SECONDED** by Board Member Meikle to approve the proposed OFM Fee Schedule for submission to the City of Renton for inclusion in the City of Renton 2023 fee schedule. **MOTION CARRIED (5-0)**

Recruit Bunker Gear Purchase

We need to purchase 20 sets of bunker gear for our new recruits starting the Academy.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member O'Halloran to purchase the 20 sets of bunker gear for the RFA's new recruits. **MOTION CARRIED (5-0)**

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September Board Meeting Discussion

Fire Chief Heitman informed the Board that for the next Governance Board meeting set for Sept. 12th, he, Deputy Chief Aho and Deputy Chief De-Smith will not be in attendance as they will be participating with the City of Renton at EMI training in Maryland. Chief asked the Board if any discussion was needed about their absence or if the Board would elect to cancel next month's meeting.

Board Chair Morrell opts to continue with the September meeting with the remaining RRFA Executive Team members.

GOOD OF THE ORDER

Board Member Meikle gave notice that he will be stepping down from his position as Board Member for Renton Regional Fire Authority at the appropriate time. He will remain a member until pending matters are resolved and will work with Chief Heitman to ensure a smooth transition for the Board.

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 10:50 a.m. for 10 minutes. The meeting reconvened at 11:00 a.m.

FUTURE MEETINGS

- Monday, August 22, 2022, 9:00 a.m., Budget/Finance Committee Meeting, Fire Station #13 (18002 108th Ave SE, Renton)/ Video Conference
- Monday, August 22, 2022, 10:30 a.m., Operations/Capital Committee Meeting, Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference
- Monday, September 12, 2022, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference

ADJOURNMENT

The meeting was adjourned at 11:03 a.m.

Marcus Morrell, Board Chair

Samantha Vergara, Board Secretary

VOUCHER APPROVAL FOR SEPTEMBER 12TH, 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 \$2,249,385.90, payroll vouchers and direct deposits totaling \$1,252,584.11.

A/P VOUCHERS	Payment Date	Numbers	Amount
Virtual Pay	07/16/2022 - 08/15/2022	APA001009-APA001103	\$1,243,033.05
Checks	07/16/2022 - 08/15/2022	13677-13680	\$91,948.64
EFTs	07/16/2022 - 08/15/2022		\$260,569.32
Bank Drafts	07/16/2022 - 08/15/2022		\$653,834.89
AR Refund Checks	07/16/2022 - 08/15/2022	-	\$0.00
TOTAL A/P			\$2,249,385.90
		No. of Vouchers	Amount
PAYROLL VOUCHERS			
Direct Deposits	7/25/2022	170	\$636,958.77
Payroll Checks	7/25/2022	0	\$0.00
Direct Deposits	8/10/2022	173	\$615,625.34
Payroll Checks	8/10/2022	3	\$0.00
TOTAL PAYROLL		346	\$1,252,584.11
TOTAL CLAIMS			\$3,501,970.01

Renton Regional Fire Authority Governance Board:

Marcus Morrell, Board Chair

Kerry Abercrombie, Board Member

Ryan McIrvine, Board Vice Chair

Ruth Pérez, Board Member

Valerie O'Halloran, Board Member

Myron Meikle, Board Member



RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: September 12, 2022

TO: Kerry Abercrombie (Fire District 25)
Ryan McIrvine (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. Members of the Quarter

Nominations were held for our quarterly recognitions. The following members were chosen for this great honor:

Officer – Lt. Chris Krystofiak
Firefighter – FF Greg LeBlanc
Civilian – Chaplain Loretta Green

2. Congratulations are in Order

Job well done to Firefighters Daniel Yun and Patrick Leahy for earning Journeyman status after completing the JATC program.

3. Welcome New Recruits

Our [ten new recruits](#) started with us on August 8th and began working with their mentors and on-duty crews this past month. They began the Academy on August 22nd and will graduate in January 2023.

4. Labor Negotiations

Due to vacations, we are scheduling a new meeting in September to continue negotiations with Local 864 for the 2023-2025 collective bargaining agreement.

5. King County Fire Chiefs Association Leadership Summit

DC Aho, DC DeSmith and I will be attending the City of Renton Integrated Emergency Management Course in Emmitsburg, MD the week of September 12th. Renton RFA will be represented by CAO Samantha Babich and Fire Marshal Anjela Barton at the upcoming KCFCA Leadership Summit from September 13-15.

6. Governance Board Notifications

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

OFM Office Furniture—\$25,697.75

Station 14 Lighting Upgrades—\$22,491.00

Stryker Cot—\$24,639.04

Recruit Class #15



My name is **Recruit Danielle Bue** and I grew up in Issaquah, WA. I practiced dental hygiene for 11 years prior to taking on a new life adventure in the fire service. My brief stint being a volunteer firefighter at King County Fire District #20 was all I needed to know this job is what I wanted full time. In my free time I enjoy quality time with my partner and golden doodle at our beautiful home in South Seattle as well as playing cards with friends, and tinkering with my elder, bright yellow sprinter van named Scout. It's a gift to be given this opportunity within the Renton family! I look forward to working with all of you!



Hello, my name is **Recruit Gerit DeBerry**. I was born and raised in Arlington, WA. I worked for Arlington Heights Rural Fire Department as a part time employee and now I'm beyond excited for the opportunity to be a part of Renton RFA. In my free time, I enjoy golfing, playing basketball, and coaching football.



My name is **Recruit Jorge Guerrero**. I am originally from Los Angeles, but grew up in Kennewick, WA. I worked as a resident firefighter for BCFD #1 and worked on a wildland hand crew in Pomeroy, WA. Additionally, I am in the Washington Army National Guard as a 68W (medic). Thank you, Renton RFA, for the opportunity to serve this community.



My name is **Recruit Austin Marler**. I'm 25 years old and was born and raised in Spokane, WA. I attended Washington State University and following that, worked as a Boilermaker with Local #92 in Southern California at Exxon Mobil Oil Refinery. In my free time I love to get on the water and slalom ski, or snow ski in the winter. I'm extremely excited for this opportunity here at Renton RFA.



My name is **Recruit Quincy McFalls**. I was born and raised in Marysville where I currently reside with my two daughters, Roni, who is 10, and Samara, who is four as well as our two dogs. We like to get outdoors and spend time with our friends and family. Before coming to Renton RFA, I worked as a medical esthetician, and also volunteered at Skyway. To work at Renton RFA has been a dream of mine for quite some time. I am very grateful for this opportunity to be able to serve with the organization and with the community.

Recruit Class #15



My name is **Recruit Danny Nguyen** and I was born and raised in South Seattle. Originally, I attended Seattle University for nursing but I realized I was not passionate about the profession I chose and that I was chasing parent expectations. Soon after, I volunteered at King County Fire District #20 and then received an opportunity of a lifetime to work with Renton RFA.



My name is **Recruit Bradley Paramapoonya**. I was born and raised in Orlando, FL and then moved to Odessa, TX for college. I began my career in the fire service. I recently moved to Washington with my wife and three dogs. I'm very excited for this opportunity to work for Renton RFA.



Hello, I am **Recruit Robbie Perkins** and I was born and raised in Knoxville, TN. The Army brought me out here where I served four years as an Infantryman and part of the All-Army wrestling team. For the past four years, I've been a personal trainer and an EMT for a mobile urgent care. In my free time, I like to take my dogs on hikes, golf, and work out. I'm excited for this opportunity to be part of the best department in Washington.



My name is **Recruit Benjamin Wright**. I was born and raised in England and came to the United States when I was 17. Prior to this, I served in the US Army as an Infantryman, worked construction, and served as a firefighter/EMT with Mason County Fire District #4. In my free time I enjoy weightlifting, hunting, and hiking with my wife Lauren. I am extremely excited for this opportunity and feel privileged to be part of the Renton RFA family!



I am **Recruit Zachery Wright**. I'm 31 years old, currently live in Kent, and grew up in the South King County area. I'm married with a child on the way. I attended the University of Washington where I earned my BA and played baseball for four years. Previously, I worked seven years in the field for a company doing roof, gutter, and window cleaning. I'm happy to now be with the Renton RFA and look forward to becoming a quality member with this organization.

2022 CPR/First Aid Schedule

2022 CPR/First Aid Monthly Classes						
Date	Instructor	Shadow/Co-Teach/2nd Instructor	CPR Registrations (9:00 - 12:30 p.m.)	CPR Attended	First Aid Registrations (1:30 - 5:00 p.m.)	First Aid Attended
3/5/2022	Victoria Berg	Andrew Plumlee (Co-Teaching CPR & First Aid)	11	9	5	4
4/23/2022	Hector Luevano	(Spanish Speaking Classes)	12	11	9	8
5/7/2022	Robert Elliott	-	13	11	5	4
6/1/2022	Victoria Berg	Andrew Plumlee (Free CPR class, 6pm-8pm; 2 instructors)	15	7	-	-
6/4/2022	Victoria Berg	Daniel Yun (Co-Teach), Jessica Clearman (Shadowing)	9	9	7	7
8/6/2022	Victoria Berg	-	14	13	9	9
9/3/2022	Daniel Yun					
9/10/2022	(PSRFA/Nathan Strobel)	Jessica Clearman Co-Teach PSRFA's class with Nathan Strobel.	(PSRFA)	(PSRFA)	(PSRFA)	(PSRFA)
10/1/2022	Robert Elliott					
11/5/2022	Andrew Plumlee					
12/3/2022	Hector Luevano					
		TOTALS:	74	60	35	32

2022 Private Classes						
Date	Instructor	Company	CPR Registrations	CPR Attended	First Aid Registrations	First Aid Attended
4/14/2022	Victoria Berg	Allied Packaging	9	8	9	8
4/16/2022	Victoria Berg	Allied Packaging	10	10	10	10
4/23/2022	Victoria Berg	Allied Packaging	11	9	11	9
6/29/2022	Nathan Blakeslee	Explorer Students	25	21	0	0
		TOTALS:	55	48	30	27
		GRAND TOTALS:	129	108	65	59

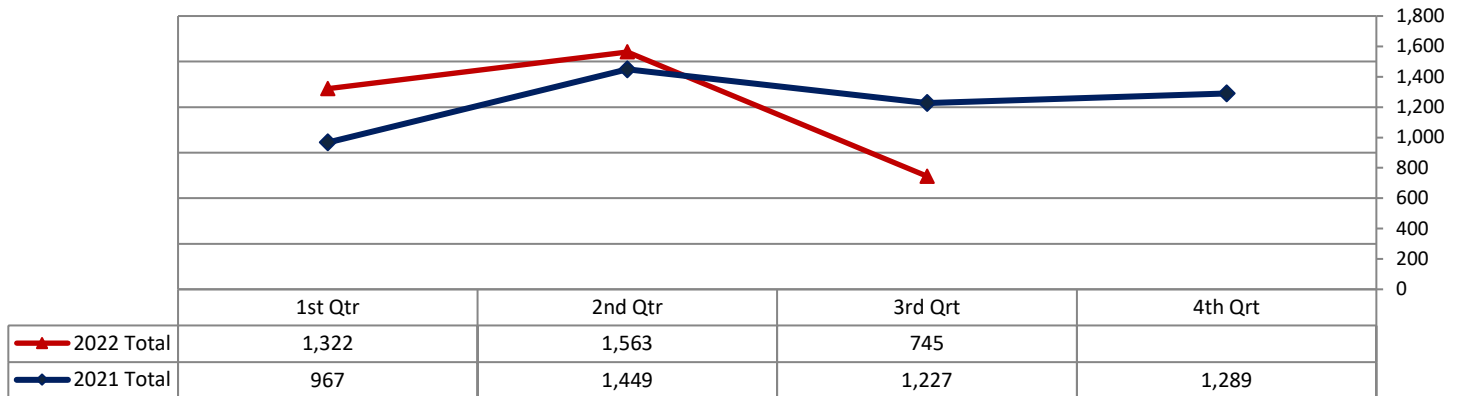
Office of the Fire Marshal 2022 Quarterly Report

September 2022

Inspections

Staff have completed 3,630 inspections (business, multi-family, IFC permit, special, complaint & re-inspections) year to date.

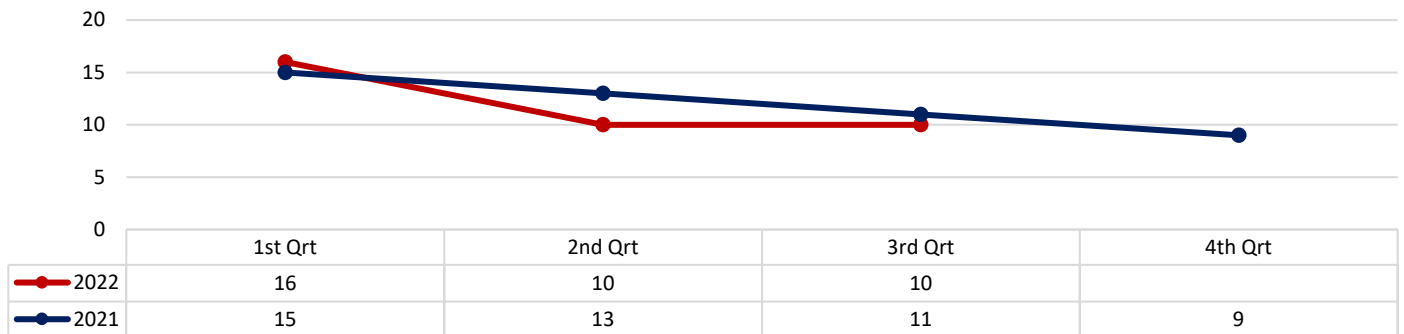
Inspections Completed by Quarter - Comparative to 2021



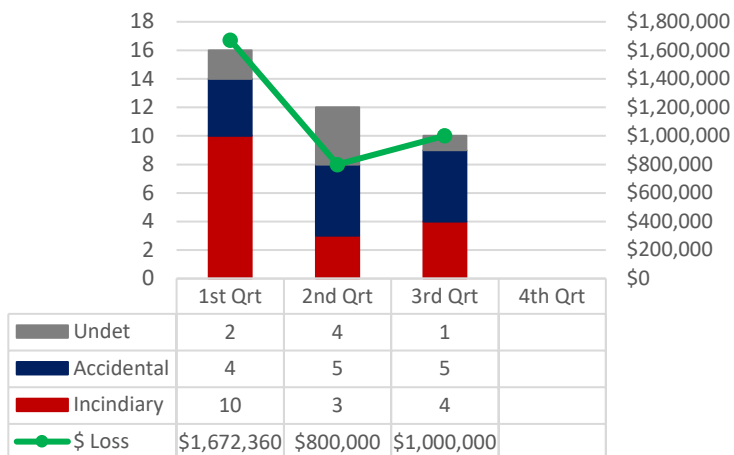
Fire Investigations

Staff investigated 2 fires in August. Total dollar loss for the year is estimated at \$3.3 million.

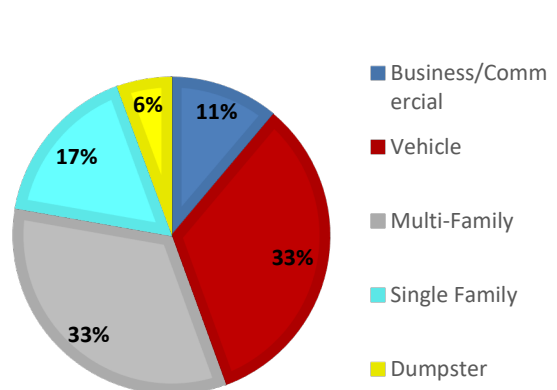
Fire Investigations by Quarter - Comparative to 2021



FIRE CAUSE AND LOSS ESTIMATE



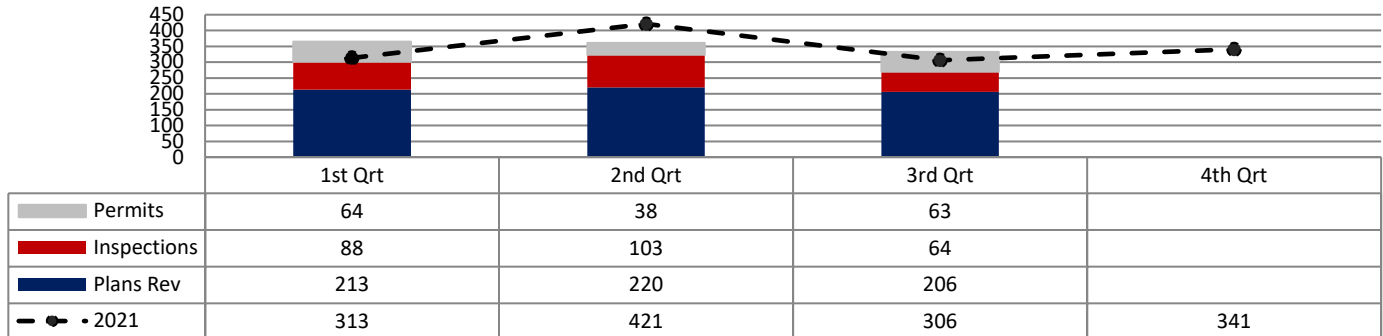
PROPERTY TYPE OF INVESTIGATED FIRES



Plans Review, Construction Inspections & Permits

Staff completed 137 plans reviews, 34 construction inspections, and issued 44 fire systems and/or fire construction permits in June.

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



Highlighted Projects:

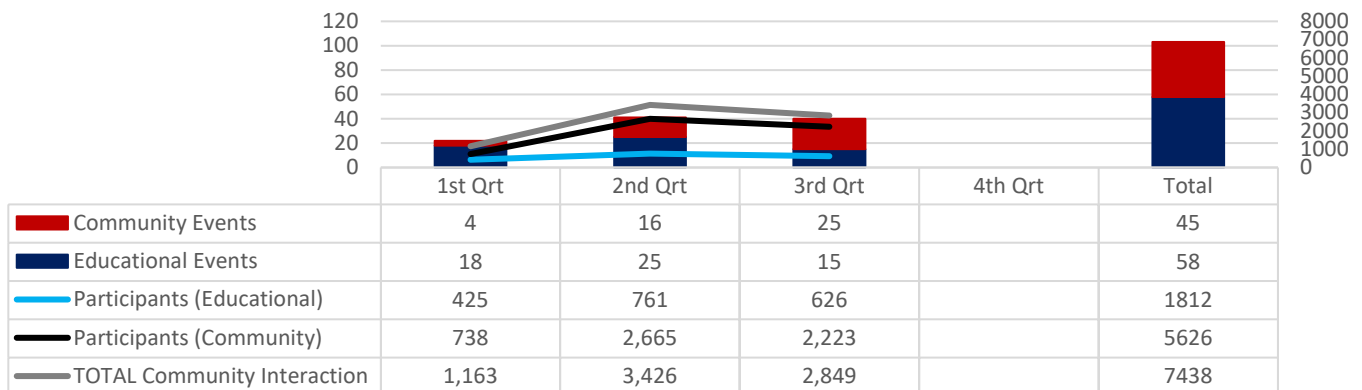
- Park 5 Apartments – located at 960 Harrington Ave NE is a new 7 story, 69-unit apartment building of approximately 80,000 square feet
- Brotherton Cadillac – located at 209 and 215 SW 12th St has two new projects; one is a 4,500 square foot addition to the existing dealership and the other a new stand along building of 19, 516 square feet of additional showroom and sales area.

Public Education / Community Outreach Highlights



- Firefighters provided 4 station tours with a dozen community members attending
- Our public educator participated in the Summer Fire Safety Program at the Little Gym in Renton that provided fire safety education to over 20 children, and included an engine visit from E314
- Firefighters provided 15 engine visits during the month as a part of National Night Out – many were a part of neighborhood picnics and BBQs and reached over 1,500 community members. We also staffed the community booth at the Farmers Market in during national night out, with 200 visits to our booth.

PUBLIC EDUCATION & COMMUNITY OUTREACH

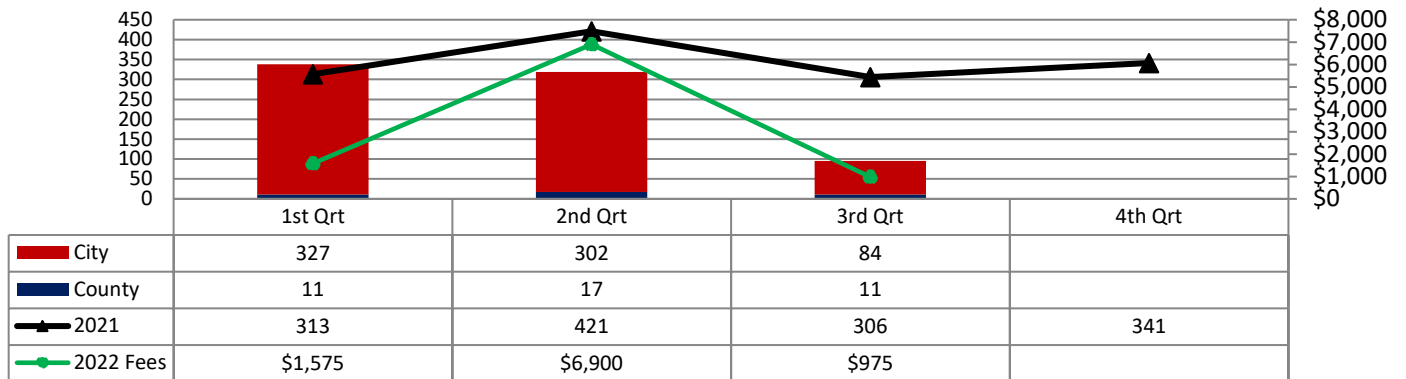


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False Alarms

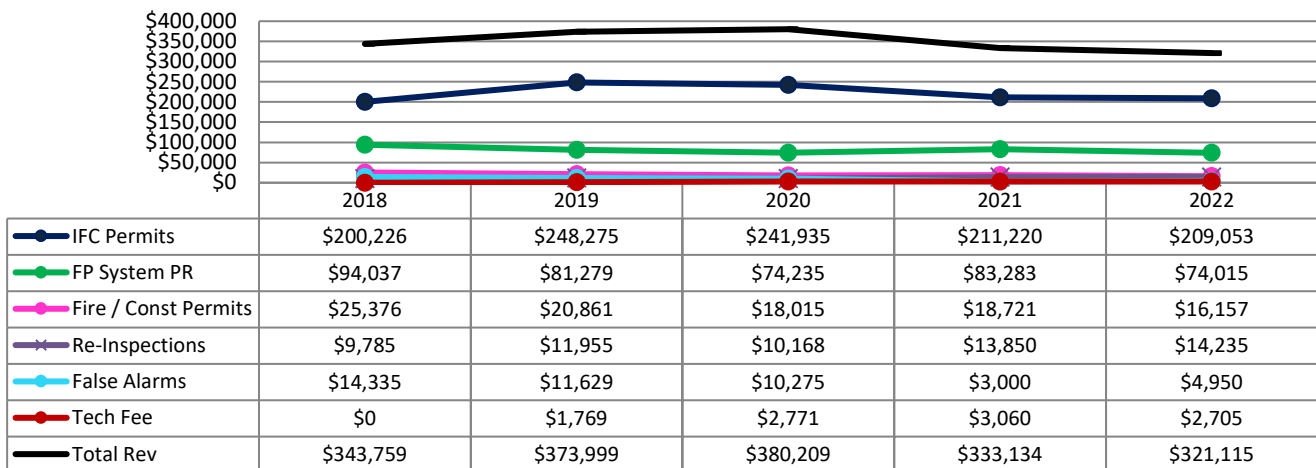
The Department has responded to 95 false alarms in July, with \$975 in fees issued to property owners/tenants for preventable alarms. (False alarm fees were waived in 2020 and 2021).

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



Revenue \$321,115 in Fire Marshal revenues have been collected in 2022.

OFM Revenue by Year (2018-Present)





Renton Regional Fire Authority

2022 PROCLAMATION

WHEREAS, Renton Regional Fire Authority is committed to ensuring the safety and security of all those living in, working in, and visiting our response area; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association, and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in a home fire by half; and

WHEREAS, residents should be sure everyone in the home understands the sounds of the alarm and knows how to respond; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, residents should make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape.," effectively serves to remind us it is important to have a home fire escape plan.

THEREFORE, the members of the Renton Regional Fire Authority Governance Board do hereby proclaim the week of **October 9–15, 2022**, to be:

Fire Prevention Week

In witness whereof, we have caused the seal of the Renton Regional Fire Authority to be affixed this September 12, 2022.

Marcus Morrell - Board Chair

Kerry Abercrombie - Board Member

Ryan McIrvin - Board Member

Myron Meikle - Board Member

Valorie O'Halloran - Board Member

Ruth Pérez - Board Member

Linda Sartnurak - Board Member

Custom ▾ Jan 1, 2022 - Aug 31, 2022 ▾

23%

FIRE
Percentage of Total Incidents

77%

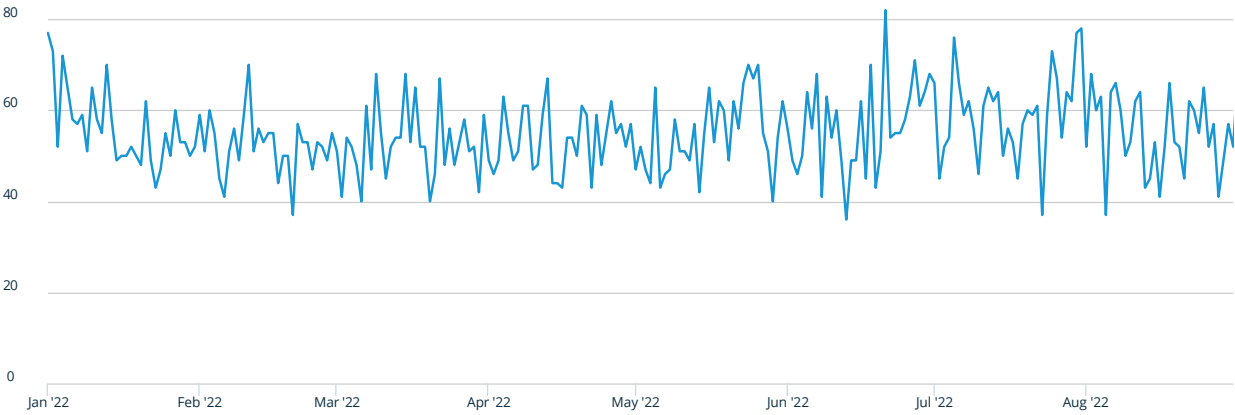
EMS
Percentage of Total Incidents

13,376

INCIDENTS
In Selected Time Slice

243

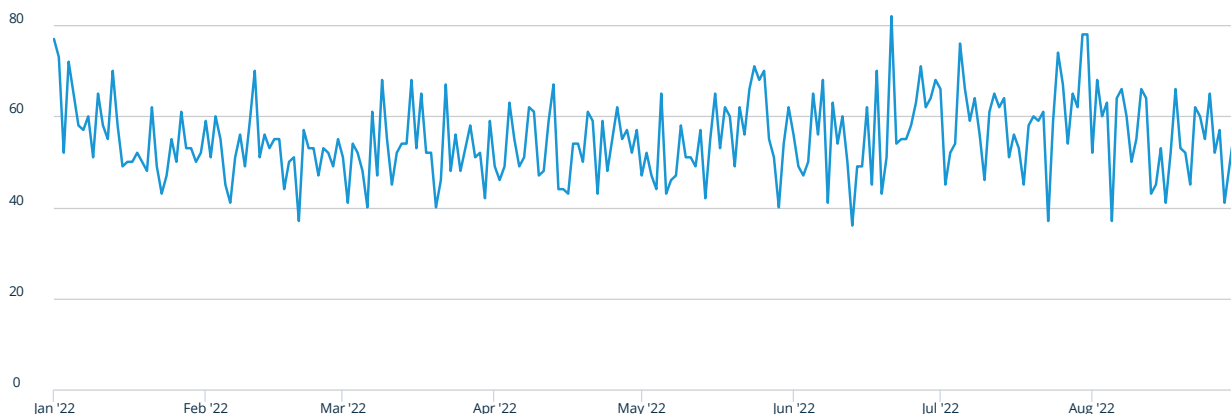
DAYS
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	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Total
Out of Jurisdiction	113	100	83	90	92	111	107	108						804
Station 11	364	293	337	337	311	312	438	396						2,788
Station 12	286	210	283	245	275	234	301	265						2,099
Station 13	361	319	340	358	384	397	399	371						2,929
Station 14	173	151	151	168	172	188	150	106						1,259
Station 15	105	101	91	110	124	93	105	121						850
Station 16	124	102	135	127	124	152	145	143						1,052
Station 17	217	190	212	167	214	205	201	189						1,595
Total	1,743	1,466	1,632	1,602	1,696	1,692	1,846	1,699						13,376

DAYS
In Selected Time Slice



% All

Page 1 of 3

	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
(35) Extrication, rescue	4		1	1	5	1	2	4						18
(36) Water or ice-related rescue	2	1		1	2	9	3	5						23
(40) Flammable gas or liquid condition, other	3	1	1	1	3		3	1						13
(41) Combustible/f.. spills & leaks	12	7	13	8	3	5	9	14						71
(42) Chemical release, reaction, or toxic condition	4	2		6	1	1	3	4						21
(44) Electrical wiring/equipm.. problem	7	3	9	8	8	4	13	10						62
(46) Accident, potential accident			1	1										2
(48) Attempted burning, illegal action	2	3	4	1	2	1	5							18
(50) Service call, other	5	5	9	9	14	21	15	12						90
(51) Person in distress	6		3	1	6	2	1	4						23
(52) Water problem	18	10	2	5	7	10	11	11						74
(53) Smoke, odor problem	5	3	2	5	4	3	9	7						38
(55) Public service assistance	17	17	16	32	20	20	18	24						164
(56) Unauthorized burning	4	1	2	1	5	8	6	7						34
(60) Good intent call, other	3	1	5	2	5	4	5	5						30
(61) Dispatched and canceled en route	105	99	94	117	96	93	118	126						848
(62) Wrong location, no emergency found	5	10	5	3	5	12	6	12						58
(63) Controlled burning		1	1		4	1	2							9
(64) Vicinity alarm					1									1
(65) Steam, other gas mistaken for smoke	9	10	10	7	10	7	12	13						78
(67) HazMat release investigation w/no HazMat	7	3	3	3		2		1						19
(70) False alarm and false call, other	17	14	9	11	5	14	9	13						92
(71) Malicious, mischievous false alarm	11	6	8	12	18	16	10	9						90
(72) Bomb scare						2								2
(73) System or detector malfunction	45	17	32	23	28	24	29	27						225
(74) Unintentional system/detect... operation (no fire)	61	52	71	60	55	65	49	56						469
(90) Special type of incident, other	9	10	4	6	16	13	18	7						83

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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
(91) Citizen complaint								1						1
NULL								2						2
UNK	1	1		1	2									5
UNK			1		3									4
Total	1,745	1,467	1,632	1,603	1,698	1,696	1,853	1,706						13,400



Governing Board Agenda Item

SUBJECT/TITLE: New Vehicle for CARES312

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

With the addition of the new CARES312 starting in 2023, we are in need of an additional vehicle. This vehicle was not originally in the Fleet Replacement Schedule. The schedule was reviewed and we have the capacity to absorb it.

FISCAL IMPACT:

Expenditure \$68,087.45 Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

This purchase will assist in our ability to attend to low-acuity calls with a nurse and a social worker by adding a 2nd CARES Unit. This apparatus budgeted to be staffed and in-service in 2023.

Reviewed by Legal Yes ☐ No ☐

EXHIBITS:

Cost Summary

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the purchase of the new CARES Unit and authorize the Fire Chief to sign.

F157 Cares 312

Costs

Vehicle	49,255.88
Upfitting	11,337.74
Camper Shell	\$4,356
Cargo Slide & Cargo Storage	3,137.83
Larson Sign	1643.01
Total	69,730.46



Governing Board Agenda Item

SUBJECT/TITLE: Service Agreement for KFT Fire Trainers 2023-2025

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

This is a 3-year contract to provide service to the external and internal burn props at the Station 14 training tower. This will replace the contract that expires this year.

FISCAL IMPACT:

Expenditure \$50,377.72

Revenue _____

Currently in the Budget

Yes

☒

No

☐

SUMMARY OF ACTION:

The addition of the external fire props in 2020 has been very well received. The props get a great deal of use during the fire academies, and the Consortium instructors are very appreciative of the resource.

Reviewed by Legal

Yes

☐

No

☐

EXHIBITS:

KFT Fire Training Maintenance Support Service Contract

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the KFT Fire Trainer Contract and authorize the Fire Chief to sign.



July 18, 2022

Customer:

Regional Fire Authority
18002 108th Ave SE
Renton, WA 98055
Attn: Chief Seaver

Provider:

KFT Fire Trainer, LLC.
17 Phillips Parkway
Montvale, NJ 07645

KFT is pleased to provide this contract proposal which includes costing options for both preventative maintenance (PM) and preventative/corrective maintenance. KFT's maintenance focus is to augment the operator maintenance currently being performed by your team. Subject to all terms and conditions, the following services are provided:

1. Preventative Maintenance (PM) Only. This plan includes up to two (2) scheduled visits per year by a factory certified technician. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. This does not include unplanned corrective maintenance required due to inoperable or damaged equipment. Corrective maintenance is quoted separately. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components. Please see the table on page 2.
2. PM and Corrective Maintenance. This plan includes up to two (2) preventative maintenance visits per year including unplanned corrective maintenance work to KFT supplied and installed equipment. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. At time of PM, training is available either for new instructors or to refresh the current training team. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components. Please see the table on page 2.

Service	Preventative Maintenance	PM and Corrective
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	Billed as time and material	X
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	10% discount on parts required from repairs	X
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	X	X
Clean and/or replace all filter elements	X	X
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	X	X
Inspect all pilot spark igniters and replace as required	X	X
Inspect and clean all pilot spark flame rods, replace as necessary	X	X
Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	X	X
Clean the fuel control station inlet strainer	X	X
Inspect and calibrate all gas detection assemblies	X	X
Inspect and adjust all smoke generators	X	X
Inspect the Programmable Logic Controller battery and replace as required	X	X
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	X	X
Clean all equipment cabinets	X	X
Service report provided	X	X
On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	X	X
Discounted parts from KFT	10% discount on parts required from repairs	X
Remote access support (must have Ewon)	X	X

1. KFT Equipment included in this proposal.

T1000	O100
• Living Room Fire	• Car with Pilot Box
• Kitchen Fire with Flashover	• Dumpster
• Bedroom with Flashover	• Propane Cylinder
• Vent Fans (Belts, Bearings and Motors Only)	• Forklift

2. Pricing structure:

Plan Choice	1 year	3 year*	5 year*
PM Only	\$15,240	\$45,720	\$76,200
PM and Corrective	\$26,101	\$78,303	\$130,505

*Customers can save when selecting multi-year plans.

	Annual/One year Contract		Three year contract		Five year contract	
	PM Only	PM/ Corrective	PM Only	PM/ Corrective	PM Only	PM/ Corrective
One	15,240.00	26,101.00	15,240.00	26,101.00	15,240.00	26,101.00
Two	15,697.20	26,884.03	15,240.00	26,101.00	15,240.00	26,101.00
Three	16,168.12	27,690.55	15,240.00	26,101.00	15,240.00	26,101.00
Four	16,653.16	28,521.27			15,240.00	26,101.00
Five	17,152.75	29,376.91			15,240.00	26,101.00
Total	80,911.23	138,573.75	45,720.00	78,303.00	76,200.00	130,505.00
		Cost savings	\$1,385	\$2,373	\$4,711	\$8,069

3. Customer must provide agent to trainer equipment during preventative maintenance visits.

4. Additional items not included in contract: Smoke Fluid, Span Gas, Annual 1402 inspection.

5. KFT Secure Remote Monitoring Device (EWON): Optional device available to the customer to ease KFT technician assistance during the troubleshooting process. Equipment price is \$2,200 and installed during the first preventative maintenance session.

6. KFT is not responsible for the following areas:

- Tank Farms, Supply Lines and all components not supplied and installed by KFT.
- System hardware that has been abused or damaged.
- System hardware that has been repaired, modified, or replaced by third parties.
- Loss of owner's ability to train because of conditions beyond KFT's control.

7. Time and Material pricing structure. Unplanned (Corrective) Support (without coverage) Cost are billed at the following rates:

Labor	\$190.00 per hour
Back to Top Travel time	\$140.00 per hour



Parts and materials
Airfare

List minus 10%
Actual cost

8. Please refer all questions to Mike Collins mike.collins@kft.firetrainer.com (862) 444-1423 or
Valerie Arsen Valerie.arsen@kft.firetrainer.com

Accepted by:

Customer Signature

Print Name & Title

Plan Choice: _____

Number of years: _____

PO #: _____

Date: _____

PO Amount \$ _____

Billing Address:	Shipping Address:
Contact:	
Phone:	Fax:



KFT Terms and Conditions-Maintenance Contracts

ARTICLE 1: WORK KFT Fire Trainer shall provide the equipment data, services and/or training listed in accordance with KFT Fire Trainer formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost

to KFT Fire Trainer, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for KFT Fire Trainer to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for KFT Fire Trainer to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for KFT Fire Trainer personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning.
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of KFT Fire Trainer personnel.
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by KFT Fire Trainer personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.
- (e) Buyer agrees to complete all required maintenance of KFT equipment as specified in the Operation and Maintenance Manual or other documentation provided at time of delivery. Buyer shall maintain accessible records documenting all maintenance performed. Any improper handling of the equipment provided requiring KFT corrective maintenance may result in KFT invoicing said work.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:

Buyer To Provide Name and Address In Writing

SELLER:

Contracts Program Manager
KFT Fire Trainer, LLC
17-Philips Parkway
Montvale, NJ 07645-1810 USA

ARTICLE 4: TIME OF COMPLETION KFT Fire Trainer will deliver the equipment data and/or services to the Buyer's designated site

in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME

Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect fault or default of others not under the control of KFT Fire Trainer. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS

The price to be paid by Buyer to KFT Fire Trainer for the performance of the work specified in Article 1 hereof shall be as set forth in KFT Fire Trainer quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on KFT Fire Trainer payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when KFT Fire Trainer begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in KFT Fire Trainer' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to KFT Fire Trainer the amount of any Federal, State, City or other tax that KFT Fire Trainer may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to KFT Fire Trainer at a frequency as set forth in KFT Fire Trainer quotation pursuant to buyer procurement policies and requirements. Payment with respect to goods ordered is due 30 days following invoice by the KFT Fire Trainer. Buyer shall reimburse KFT Fire Trainer for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

ARTICLE 7: ENTIRE CONTRACT

- (a) These terms and conditions along with KFT Fire Trainer quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
- (b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
- (c) No agreement or understanding in any way modifying these terms and conditions will be binding upon KFT Fire Trainer unless made in writing and signed by an authorized employee of Buyer and KFT Fire Trainer.
- (d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.
- (e) This contract will not auto renew. At the conclusion of the term agreed upon by the buyer and seller, the buyer must sign a new contract. This process shall begin no less than



60 days prior date of expiration of the current contract.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the KFT Fire Trainer reserves the right to increase the contract price by 3%.

ARTICLE 9: INSPECTION AND ACCEPTANCE

- a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, KFT Fire Trainer shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.
- b) **ACCEPTANCE** - Within five (5) days of completion of the maintenance services, KFT Fire Trainer shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

ARTICLE 10: WARRANTY

- (a) KFT Fire Trainer warrants to Buyer that any part will be free from defects in materials or workmanship for a period of twelve (12) months (but not longer than its useful life) from the date of part shipment.
- (b) **Warranty adjustment**
 1. If any defect appears within the warranty period, Buyer shall immediately provide KFT Fire Trainer written notice.
 2. Buyer's sole and exclusive remedy shall be for KFT Fire Trainer to repair or furnish a replacement part for any part, which, upon test and examination by KFT Fire Trainer, proves defective within the above warranty.
- (c) **Exclusions from Warranty**
 1. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KFT FIRE TRAINER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KFT FIRE TRAINER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
 2. KFT Fire Trainer will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall KFT Fire Trainer be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
 3. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any KFT Fire Trainer operator's manual.
- (d) The warranty does not extend or apply to any part of

which the part or equipment has been repaired, altered, or disconnected by any party other than KFT Fire Trainer unless under the direction of KFT Fire Trainer.

ARTICLE 11: INSURANCE KFT Fire Trainer shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request. Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as KFT Fire Trainer property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

ARTICLE 12: LIMITATION OF LIABILITY To the extent permitted by law, the aggregate liability of KFT Fire Trainer hereunder whether in contract, tort (including negligence) or otherwise, will be limited to one time the contract value, provided however the foregoing limitation does not limit the liability of KFT Fire Trainer for any injury to, or death of a person, caused by the gross negligence of KFT Fire Trainer. Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. KFT Fire Trainer will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

ARTICLE 13: FORCE MAJEURE: Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, KFT Fire Trainer does not waive Buyer's duty to comply with the terms of **Article 6** or any other payment schedule agreed upon by the parties.

ARTICLE 14: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from KFT Fire Trainer, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received KFT Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party



contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS

In the event of any dispute or disagreement arising under this contract, it is mutually agreed that upon written notice of either to the other party, both Buyer and KFT Fire Trainer will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

ARTICLE 16: GOVERNING LAWS The laws of the state of New Jersey, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes arising from this agreement shall venue in the Courts of New Jersey.

ARTICLE 17: ASSIGNMENT Notwithstanding anything in this agreement KFT Fire Trainer reserves their right to assign the duties under this agreement to an affiliate or subsidiary.

ARTICLE 18: EXPORT CONTROL Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by KFT Fire Trainer, shall be deemed a material breach of this Contract.

ARTICLE 19: COMPLIANCE WITH LAWS Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

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ARTICLE 20: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

ARTICLE 21: EARLY TERMINATION For each Service Contract terminated by Customer after the Service Commencement Date, but before the end of the then-current Service Term, or if KFT discontinues the Service as a result of a default by Customer, Customer will be assessed an early termination fee ("ETF").

The ETF for the contract terminated by Customer before the end of its then-current Service Term will be an amount equal to the equivalent of one (1) month's fee plus 50% of the fee for the contract being terminated multiplied by the number of months remaining in the Service Term, plus any previously provided promotional credits and any expenses incurred by KFT.

ARTICLE 22: PERIOD OF PERFORMANCE KFT Fire Trainer will initiate Technical Support at the buyer/owner's facility following the receipt and subsequent acceptance of a formal maintenance contract or purchase order. All equipment to be included in this agreement shall be listed on this agreement and is subject to inspection by KFT Fire Trainer, prior to commencement date. All equipment two (2) year or older will be subject to pre-contract inspection charge. The inspection charge is waived if the equipment has no defect and is operational.

Attachment A: Limited Rights Legend

Contract
No. Buyer:
Contractor: KFT Fire Trainer, LLC

Acceptance of the attached or enclosed proprietary information shall indicate your agreement to the following:
Unless the recipient of this Proprietary Information has received KFT Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing manufacturing or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information property of KFT Fire Trainer, LLC



Governing Board Agenda Item

SUBJECT/TITLE: Station 13 Storage Area to Office Remodel - Update

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 \$625,000 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. The initial bid process came in over the projected amount. The updated budget amount is \$577,168, with additional costs for furniture that will be presented at the time of contractor acceptance. We're requesting the expenditure amount be increased to a max of \$625,000. This falls within our Capital Facilities budget.

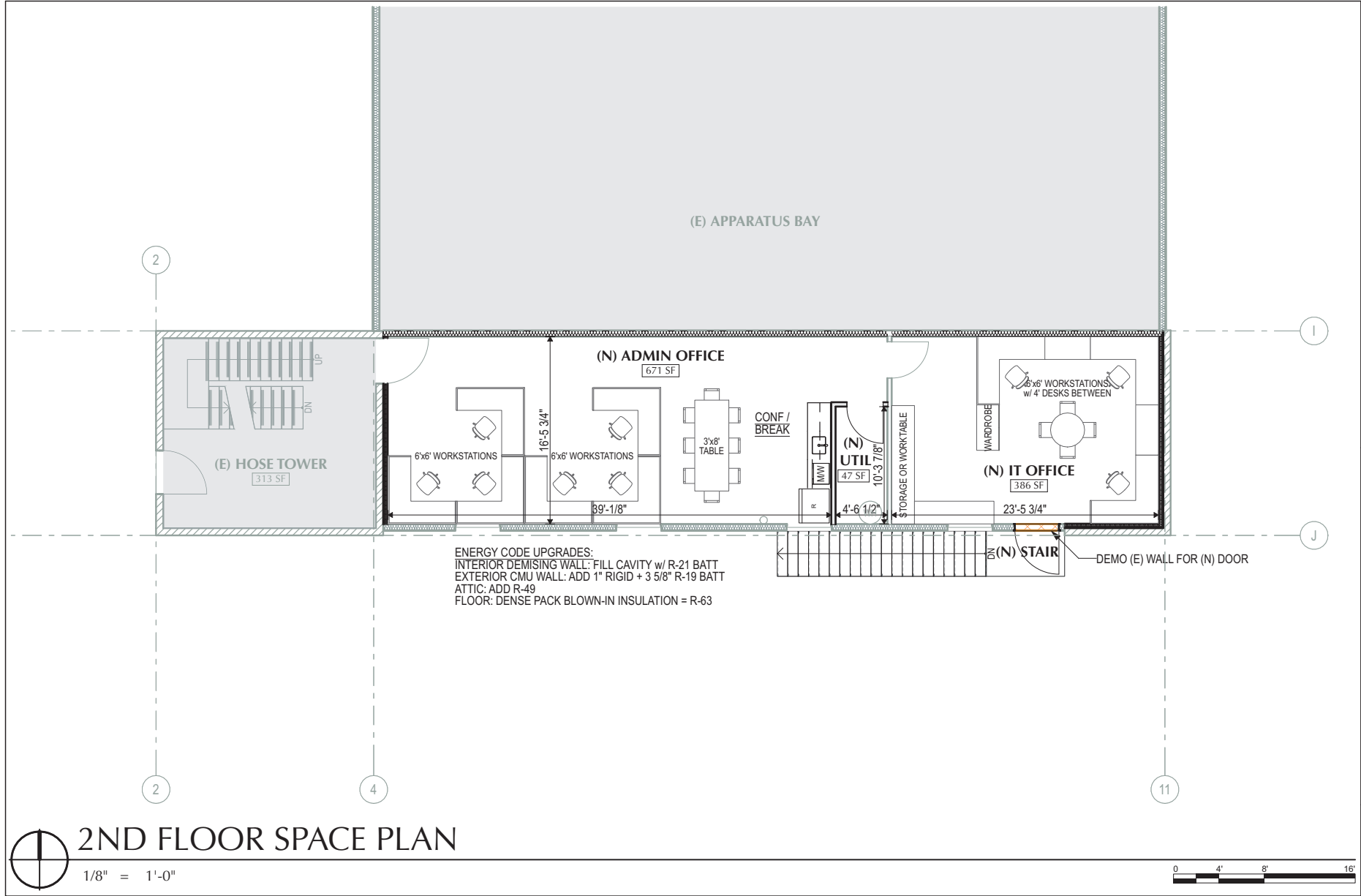
Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Architecture Plans, 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 office space.



NEW CONSTRUCTION/MAJOR RENOVATION BUDGET WORKSHEET

Date:	<u>August 17, 2022</u>	Project Phase	<u>Construction Documents</u>
Agency:	<u>Renton Regional Fire Authority</u>	City:	<u>Renton, WA</u>
Building Project Description:	<u>Fire Station 13 IT/Admin Office Tenant Improvement Project</u>		
Representative:	<u>Mark Seaver</u>	Phone:	<u>425.276.9503</u>
Architect:	<u>Broderick Architects</u>	Contractor:	<u>TBD</u>
Start Date:	<u>October-22</u>	Finish Date:	<u>March-23</u>

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: CFC Bid Proposal	1,126		\$ 410,000.00
B.			
C.			
D.			\$ -
E.			\$ -
F.			\$ -
G.			\$ -
H.			\$ -
I.			\$ -
J. Contingency: (10%)			\$ 41,000.00
K. WSST @ 10.1%			\$ 45,551.00
L.			
M. Total Construction (Hard) Costs			\$ 496,551.00

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

	<u>TOTAL</u>
A. Architectural and Project Management	\$ 38,000.00
B. Permits/Fees:	\$ 3,500.00
C. Reimbursable Expenses: Plotting and Printing	\$ 500.00
D. Renton Stormwater Fee	\$ 21,000.00
E.	
F.	
G.	
H.	
I.	
J.	
K. Soft Cost Contingency: (10%)	\$ 6,300.00
Total Construction (Soft) Costs	\$ 69,300.00
Total Project Costs (Hard + Soft Costs)	\$ 565,851.00
Inflation Escalation (4% per year x 1/2 year)	\$ 11,317.02
TOTAL PROJECT COST	\$ 577,168.02



Governing Board Agenda Item

SUBJECT/TITLE: 2025 Purchase of 3 Pierce Engines

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

As part of our Capital Fleet Replacement Plan, we're due to replace 3 of our engines in 2025. Current lead time for delivery is 30-33 months. Signing the contract prior to October 21st saves us \$201,761 over the next cost increase and puts us in line for a 2025 delivery.

FISCAL IMPACT:

Expenditure \$3,204,039.84

Revenue

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Our fleet has been desperately in need of updating and this gets us back on track with our replacement schedule. An addition to this round of engines is the hybrid electric feature of Idle Reduction Technology. This allows the engines to be turned off on scene while still running all accessories except the pump. Fuel savings project this addition to pay for itself within 2 years.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

Discount Recap & Cost Sheet
IRT ROI Estimation Sheet

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the purchase of 3 new engines in 2022, with billing and delivery in 2025, and authorize the Fire Chief to sign.



August 29, 2022

Renton Regional Fire Authority, WA
Three (3) Enforcer Pumpers MC252
Build Location: Appleton, WI

Proposal Price	\$2,971,601.00	
Washington State sales tax @ 10.10%		300,131.70
Washington State motor vehicle tax @ 0.30%		8,914.80
Total Bid Price Including Sales Tax		\$3,280,647.50
Less chassis progress payment discount	(38,469.00)	
Less payment upon completion @ factory discount	(30,922.00)	
Subtotal including all pre-pay discounts	\$2,902,210.00	
Washington State sales tax @ 10.10%		293,123.21
Washington State motor vehicle tax @ 0.30%		8,706.63
Total Bid Price Including Pre-Pay Discounts & Sales Tax		\$3,204,039.84

Terms:

Price Expiration: The above pricing is valid until **October 21, 2022**.

Multiple Unit Pricing: Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 30 to 33 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$1,282,269.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. **Payment Upon Completion at Factory Discount:** If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-19 valid until 5/31/2023 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond \$8,016.00 may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, \$15,000.00 may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for five (5) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$2,025.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**



IDLE REDUCTION TECHNOLOGY (IRT) ROI ESTIMATOR

Realize the benefits IRT can have on your budget and the environment.

Enter the information below:

Select Engine:

Average on-scene time: minutes

Average calls per day: calls/day

Average cost of diesel: \$/gal

Cost of oil change^{*1}: \$

Cost of air filter change^{*1}: \$

Calculate

Results:

Fuel economy at idle^{*2}: gal/hr

Idling hours per year: hrs

Cost of idling per year^{*3}: \$

Reduced CO2 emissions per year^{*4}: ton/yr

Return on IRT investment: years

Reset

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^{*1} The default costs for oil and air filter changes are estimates gathered from Pierce dealers. For best results contact your service center for an estimate.

^{*2} Argonne National Laboratory estimates were used for fuel economy.

^{*3} The cost of idling per year includes the fuel cost from idling and the maintenance costs from idling engine hours.

^{*4} The total CO2 produced per gallon was calculated using the Carbon Dioxide Emissions Coefficient provided by the U.S. Energy Information Administration.

The IRT estimator assumes the Li-Ion battery pack is fully charged for every



Governing Board Agenda Item

SUBJECT/TITLE: Resolution 2022-02 Acquisition of Strohschein Property for Station 16 Build

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

In order to complete the purchase of property for the relocation of Fire Station 16 through threat of eminent domain, the RFA Governance Board must declare the necessity for acquiring the property and authorize acquisition. The attached resolution has been prepared by counsel to meet this requirement.

FISCAL IMPACT:

Expenditure N/A Revenue _____

Currently in the Budget Yes ☐ No ☐

SUMMARY OF ACTION:

Formally authorize the Renton RFA to acquire the Strohschein Property for the Station 16 build under the threat of eminent domain.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

Resolution 2022-02 Authorizing Renton Regional Fire Authority's Acquisition Through Negotiation or Condemnation Property Located at 15815 SE 128th Street Renton, WA From Strohschein Family, L.L.C.

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt Resolution 2022-02 and the procedures therein as presented by staff.

RENTON REGIONAL FIRE AUTHORITY

RESOLUTION NO. 2022-02

AUTHORIZING RENTON REGIONAL FIRE AUTHORITY'S (THE "FIRE AUTHORITY") ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION PROPERTY LOCATED AT 15815 SE 128TH STREET, RENTON, WA (THE "PROPERTY") FROM STROHSCHIEIN FAMILY, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY ("SELLER")

WHEREAS, the Fire Authority is a regional fire authority formed and authorized under Chapter 52.26 RCW and includes both a city and a fire district as participating entities; and

WHEREAS, there is a need to construct a new fire station and related facilities to better serve the residents of the Fire Authority; and

WHEREAS, it is the Fire Authority's goal to provide critical fire and life safety services to the residents of the Fire Authority; and

WHEREAS, the Property located at 15815 SE 128th Street, Renton, Washington is in an area in which the Fire Authority can construct a new facility in order to house personnel and such facility will allow the Fire Authority to better respond to medical emergencies, fires, and provide other essential life safety services; and

WHEREAS, RCW 52.26.090(1)(g) provides, in part, that a regional fire authority shall have the power to exercise powers and perform duties as the board determines necessary to carry out the purposes, functions, and projects of the authority in accordance with Title 52 RCW if one of the fire protection jurisdictions is a fire district; and

WHEREAS, King County Fire Protection District No. 25 is a participating jurisdiction, and Section V.A.4 of the Renton Regional Fire Authority Plan specifically incorporates the power and authority granted to fire protection districts under Title 52; and

WHEREAS, RCW 52.12.021 authorizes regional fire authorities to acquire, purchase, hold, and occupy real and personal property, and to enter into and to perform any and all necessary contracts; and

WHEREAS, both RCW 52.12.021 and RCW 52.12.041 authorizes regional fire authorities to acquire real property by the exercise of the power of eminent domain; and

WHEREAS, the Fire Authority's proposed use for the Property is a public use and necessary for Fire Authority operations; and

WHEREAS, the Fire Authority notified Strohschein Family, LLC in writing of its intent to exercise its power of eminent domain with respect to the Property; and

WHEREAS, the Fire Authority and Strohschein Family, LLC entered into a Purchase and Sale Agreement for the Property dated May 11, 2022 under imminent threat of acquisition by eminent domain; and

WHEREAS, in the May 11, 2022 Agreement Strohschein Family, LLC affirmed no individuals or business are located on the Property that would be displaced by the Fire Authority's acquisition; and

WHEREAS, in the May 11, 2022 agreement Strohschein Family, LLC waived its right to adjudication of the issue of public use and necessity under RCW 8.20.070, subject to closing the transaction; and

WHEREAS, in the May 11, 2022 Strohschein Family, LLC waived the notice requirements set forth in RCW 8.20.005 and 8.25.290.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Renton Regional Fire Authority:

Section I. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section II. Public Use and Necessity Declared. The Fire Authority finds and declares that acquisition of the Property is necessary to carry out the purposes of the Fire Authority, including but not limited to providing critical fire and life safety services to the community it serves and is therefore declared to be a public use.

Section III. Authority to Acquire. The Board authorizes the acquisition, condemnation and taking of the Property located at 15815 SE 128th Street, Renton, Washington and legally described and depicted on Exhibit A. The Board authorizes the acquisition of the Property under imminent threat of eminent domain or by initiation of legal action to acquire through the use of eminent domain for condemnation to acquire the Property, subject to the making or paying of just compensation to the owner thereof in the manner provided by law.

Section IV. Reservation of Rights. Nothing in this Resolution limits the Fire Authority in its identification and acquisition of property and property rights necessary for this public use. The Board reserves the right to acquire additional or different properties as needed.

Section V. Authority of Fire Chief. The Fire Chief, by and through his designees, is authorized and directed to complete the acquisition of the Property pursuant to the Purchase and Sale Agreement dated May 11, 2022 under imminent threat of acquisition by eminent domain and to prosecute an action to condemn the Property should the sale fail to close.

Section VI. Compensation. The compensation to be paid to the owner of the Property acquired shall be paid though the proceeds of Bond sales or such other monies that the Fire Authority may have available or attain for the acquisition.

Section VII. No Displacement of Tenants. No persons or businesses occupy the Property.

Section VIII. Severability. If any section, subsection, sentence, clause, phrase or work of this Resolution should be held to be invalid or unconstitutional by a court or competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality of any other section, subsection, sentence, clause, phrase or word of this Resolution.

ADOPTED by the Governing Board of Renton Regional Fire Authority, at an open public meeting of such Board on the 12th day of September 2022, the following Board Members being present and voting:

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member