AGENDA

Committee of the Whole Meeting

5:30 PM - Monday, November 23, 2015
Council Chambers, 7th Floor, City Hall – 1055 S. Grady Way

1. Regional Fire Authority
   - Final Plan
   - PowerPoint

2. 2016 Legislative Priorities
   - Handout
   - PowerPoint
# Renton Regional Fire Authority Plan

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## APPENDICES

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ACKNOWLEDGEMENT

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Renton and King County Fire Protection District No. 25, through a partnership of many years, agreed to explore the different governance and funding options available to provide fire protection and emergency medical services to the communities we serve.

Planning Committee

Ed Prince, Committee Chair, Renton City Council  Ray Barilleaux, Fire District 25 Commissioner
Marcie Palmer, Renton City Council  Myron Meikle, Fire District 25 Commissioner
Armondo Pavone, Renton City Council  Kerrie Abercrombie, Fire District 25 Commissioner

Steering Committee

Jay Covington, Chief Admin Officer  Steven Winter, Local 864 President
Mark Peterson, Fire Chief  Brett Bigger, Local 864 Vice President
Chad Michael, Deputy Fire Chief  William Aho, Local 864 Representative
Erik Wallgren, Deputy Fire Chief  Pat Miller, Local 2170 President
Iwen Wang, FIT Administrator  Corey Thomas, Local 2170 Representative
Anjela St. John, Fire Marshal  Jennifer Zinck, Administrative Assistant
A. Background and Needs:

1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the community’s needs and special service demands. Anticipated increase in population will likely exacerbate this problem.

2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.

3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.

4. The City of Renton and King County Fire Protection District No. 25 have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources.

5. Cooperation and the partnership between the City of Renton and King County Fire District No. 25 began with an interlocal agreement in 1993, providing the legal structure for the entities to remain separate but work cooperatively together.

6. The City of Renton and King County Fire District No. 25 will be asking its citizens to consider combining all functions and services provided by the two jurisdictions into a single entity, called a Regional Fire Authority.

**RFA SECTION 1 PLAN REVISION:**

The NEEDS STATEMENT section of the Renton Regional Fire Authority (RRFA) Plan is subject to amendment by a majority vote of the RFA Governance Board.
SECTION 2  DEFINITIONS

Revision

The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.

Adopted

Revised

A. DEFINITIONS

1. The definitions in this section apply throughout this RFA Plan, unless the context clearly requires otherwise.

1.1. "Board", "Governance Board" or "Governing Board" means the Governance body of a regional fire protection service authority.

1.2. "City" means the City of Renton.

1.3. "District" means King County Fire Protection District No. 25.

1.4. "Effective Date" means July 1 immediately following the approval of the RFA Plan by voters of the Participating Jurisdictions.

1.5. "Fire Benefit Charge" is a service charge determined by the required fire-flow and personnel and equipment costs associated with fighting a fire in a particular type and size of structure. The initial calculation method and formula is described in Appendix B of this plan.

1.6. "Interlocal Agreement" means the interlocal service agreement between the RFA and the City of Renton in provisioning of certain administrative and support services per the adopted Plan.

1.7. "Participating Jurisdictions" means the City of Renton and King County Fire Protection District No. 25.


1.9. "Regional Fire Protection Service Authority" or "Regional Fire Authority" or "RFA" means a regional fire protection service authority formed pursuant to chapter 52.26 RCW. An RFA is a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution.

1.10. "Regional Fire Authority Planning Committee" or "Planning Committee" means the committee created under RCW 52.26.030 to create and propose to the City of Renton and King County Fire Protection District No. 25 the Regional Fire Authority Plan.
1.11. "Regional Fire Authority Plan," “RFA Plan” or "Plan" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with chapter 52.26 RCW for the development, financing and operation of the Renton Regional Fire Authority.

1.12. "Renton Regional Fire Authority" or “RRFA” means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with the City of Renton and King County Fire Protection District No. 25.

**RFA SECTION 2 PLAN REVISION DISPOSITION:**

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.
SECTION 3 FORMATION AUTHORITY

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Date Commissioners Adopted: |
| Revised | |

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY.

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Renton and King County Fire Protection District No. 25.

B. PLANNING COMMITTEE AUTHORITY.

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.

2. The Participating Jurisdictions formed a Planning Committee consisting of three (3) members of the City Council and three (3) Commissioners of the District.

3. The Planning Committee developed and presented to the elected officials of each Participating Jurisdiction the RFA Plan.

C. RFA PLAN APPROVAL AUTHORITY.

1. The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.

2. The RFA Plan is being submitted to the voters of the City and the District as a single ballot measure that must be approved by a 60% majority vote.

3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions, perform all necessary duties as required to place the RFA Plan before the voters and to comply with the public hearing requirements contained in RCW 52.26.230.

4. Should the RFA Plan be approved by 60% of the voters of the Participating Jurisdictions, the Renton Regional Fire Authority shall be formed on, July 1, 2016, in accordance with RCW 52.26.070.

5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the continued existence of the District shall be to levy and collect taxes and/or other fire protection
district revenue to be transferred to the RFA until such time as the RFA collects its own revenues and to provide representation to the newly formed RFA Governance Board.

If the RFA Plan is not approved by 60% of the voters, then operations relating to the services set forth herein shall remain with the City of Renton Fire & Emergency Services Department.

**RFA SECTION 3 PLAN REVISION DISPOSITION:**

The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION.

1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are depicted on the map attached hereto and marked as Appendix A of this RFA Plan.

2. On the Effective Date, the RFA shall also be responsible for providing services to King County Fire Protection District No. 40 pursuant to the terms of the City's Fire and Emergency Services Operating Agreement Dated February 8, 2008, as amended, between the City and King County Fire Protection District No. 40. The City shall assign the King County Fire District No. 40 contract to the RFA on the Effective Date.

B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA.

1. Boundary Changes that do not require an RFA Plan amendment.

1.1. City annexations of areas included within the boundaries of the District. Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers between the fire protection district and the city.

1.2. City annexations of areas not included within the District. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs as a result of annexation shall be between the transferring entity and the RFA.

1.3. Annexation of a portion of the District by a City that is not a Participating Jurisdiction in the RFA. On the effective date of such annexation, the territory annexed shall automatically be removed from the boundaries of the RFA. In this situation the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.

1.4. RFA Annexations. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the
statutory authority and procedures set forth in Chapter 52.04.001 through RCW 52.04.051.

1.5. **RFA Partial Mergers.** Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and .100.

2. Boundary Changes that require an RFA Plan Amendment.

2.1. **Annexations of Adjacent Fire Protection Jurisdictions.** The boundaries of the RFA may be expanded to include adjacent fire protection jurisdictions through the Plan Amendment and annexation procedures set forth at RCW 52.26.300.

**RFA SECTION 4 PLAN REVISION DISPOSITION:**

The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.
A. GOVERNING BOARD STRUCTURE AND OPERATION.

1. **Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.

2. **Composition of Governing Board.** Upon the effective date of the RFA, the Governing Board shall include six (6) voting members consisting of three (3) current seated elected officials from the City to be appointed by the City Council and three (3) current seated members of the Board of Commissioners from the District. There shall also be a nonvoting member, representing contracting agencies, if any. The nonvoting member shall be a current seated elected official from a fire district or a city that contracts with the RFA. The composition of the Governing Board can be changed in the future by following the process identified in the RFA bylaws to amend this Section of the Plan.

3. **Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.

4. **Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.

5. **Compensation of Governing Board.** Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

**RFA SECTION 5 PLAN REVISION DISPOSITION:**

The GOVERNANCE section of the Plan may be amended by a majority vote of the RFA Governance Board.
A. INTERIM RFA FINANCES

1. The operation and administration of the RFA, if effective on July 1 of the year, for the remainder of the effective year shall be funded by the funds budgeted for fire department services in the budgets of each Participating Jurisdiction of the RFA for the year.

B. RFA REVENUES:

1. Tax Levies. The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1) (b) at the initial tax levy rate of $1 per thousand of assessed valuation.

2. Benefit Charge. The RFA shall be authorized to impose a benefit charge on all improved properties within the RFA service area, initially based upon the general formula and methodology provided in Appendix B in accordance RCW 52.26.050(1)(a).

3. Service Contracts. To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.

4. Fire Impact and Mitigation Fees. The RFA shall enter into an interlocal agreement with the City of Renton prior to the Effective Date to collect such fees generated within Renton City boundaries to the RFA. Any mitigation fees collected in excess of the debt service requirement for Station 13 shall be remitted to the RFA.

5. Permit, Plan Review, and Inspection Fees. The RFA shall enter into an interlocal with the City of Renton prior to the effective date to collect and remit such fees generated within Renton.

6. Additional Revenue Options. The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including but not limited to revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

C. TRANSFER OF ASSETS.

1. District Assets. On the Effective Date, the District shall immediately transfer any remaining and future assets to the RFA. Such assets shall include all real property and personal property, including but not limited to furniture, office equipment, motor vehicles, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the District.
1.1 **Reserve Fund.** On the effective Date, the District shall transfer its reserve fund to the RFA for the purposes of establishing a Capital Projects Reserve Fund. The Capital Projects Reserve Fund shall be used for capital expenditures having a cost greater than $5,000.00 and a service life greater than three years (e.g., major equipment, fire apparatus, etc.).

2. **City Assets.** On the Effective Date, the City shall immediately transfer to the RFA the following assets:

2.1. The real property identified in Appendix D, **and unless otherwise excluded, any building fixtures, furniture and contents thereof.**

2.2. The apparatus/vehicles identified in Appendix E.

2.3. Balance in Fire Health & Wellness Fund (Fund 011) as of transfer date, and balance of the Fire small equipment replacement fund within Fund 501 on the effective date.

2.4. Unless otherwise specified herein no City funds shall be transferred to the RFA.

2.5. All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.

2.6. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

All assets so transferred based on the Plan and any subsequent agreements shall be transferred on an “as is where is” condition.

3. Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the Participating Jurisdiction owning such assets shall make a determination as to the proper allocation.

**D. DEBT.**

1. District rights and obligations under LEOFF 1 retiree medical shall be transferred to the RFA upon Effective Date, including the Long-Term Care policies with UNUM.

2. The following City Debt/Obligation shall be retained by the City:

2.1. Loan on Fire Station 13.

2.2. The cost of developing of Fire Station 15, including all costs such as survey, design, permit, construction and any associated activities required to bring the station to operational status, in an amount not to exceed $5.5 million. The cost is based on a 2015 estimate and shall be adjusted by the Seattle Area Construction Cost index as published by Engineering News Record (ENR.COM) annually thereafter until the project construction bid is awarded.

2.3. The cost of furnishing and equipping Fire Station 15 is not to exceed $1 million.
2.4. Obligations and assets related to City of Renton’s Firefighter’s Pension and/or LEOFF 1 retiree medical.

3. Future District Expenses. All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

**RFA SECTION 6 PLAN REVISION DISPOSITION:**

The FUNDING AND FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
### SECTION 7

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#### A. ORGANIZATIONAL STRUCTURE.

1. **Organizational Chart.** The RFA shall be organized as provided in Appendix C of the RFA Plan.

#### B. PERSONNEL.

1. **Fire Chief.** On the Effective Date, the Fire Chief of Renton shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.

2. **Personnel.** The existing personnel of the City Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix C. All City Fire Department personnel shall be transferred on the Effective Date at their current rank, grade and seniority.

3. **Agreements.** All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the City shall be transferred over with all personnel on the Effective Date.

#### C. ADMINISTRATION.

1. **Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures from the City Fire Department shall transfer over to the RFA unless otherwise noted in this plan.

2. **RFA Administrative Responsibilities.** On the Effective Date, the following functions of the RFA shall be the responsibility of the RFA. The RFA desires to contract with the City of Renton to perform some of the functions as described below by reimbursing the City appropriate service costs.

2.1. **Recruitment and Hiring, Labor Relations and Negotiations and all administrative functions related to the Family Medical Leave Act (FMLA), the Family Care Act (FCA), and all other state and federal employment and labor laws.**

The RFA intends to hire an HR/Finance Director immediately but will also contract all these services with Renton through the first full calendar year after the Effective Date. Unless otherwise mutually agreed by the City and the RFA, the RFA will assume all HR
related functions with its own staff starting January 1 of the second full calendar year after the Effective Date.

2.2. Health Insurance.

RFA will provide its own health plan effective July 1, 2016.

2.3. Risk Management including Labor and Industries time-loss, Liability and Property Insurance.

The RFA will obtain its own property, liability, auto and other insurance coverage and will obtain its own unemployment and workers compensation policy (either through the State of Washington or a self-insurance program) upon Effective Date.

2.4. Payroll Services.

The RFA intends to hire an HR/Finance Director, but will also contract timecard and payroll services with Renton through the first full calendar year. Unless otherwise agreed to mutually by the City and the RFA, the RFA will assume timecard and payroll processing responsibility no later than January 1 of the second full calendar year after the Effective Date.

2.5. Legal Services.

The RFA will obtain its own legal counsel upon the Effective Date.

2.6. Accounting Services.

The RFA intends to hire an HR/Finance Director, but will also contract these services with Renton through the first full calendar year. Unless otherwise agreed to mutually by the City and the RFA, the RFA will have its own staff perform full accounting and financial management functions of the Authority no later than January 1 of the second full calendar year after the Effective Date.

2.7. Fleet Maintenance.

The RFA intends to contract all fleet maintenance, fueling, and acquisition/setup services with Renton starting from the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate.

2.8. Facilities, IT, Communication.

The RFA intends to contract all facility operations including but not limited to janitorial maintenance and supply, routine maintenance, small repairs and rehab with Renton upon the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate.
The RFA intends to contract all IT operations including but not limited to hardware and software, GIS, internet access, phone, cell phone, wireless devices, and new software selection/implementation upon the Effective Date and continuing for the first 3 calendar years unless mutually agreed to terminate sooner. The service agreement may be extended for an additional 3-year period upon mutual agreement. The RFA shall give at least 180 days written notice of its intention to renew or terminate.

The RFA will assume all communication functions upon the Effective Date. For this section, communication functions include but are not limited to Public Information Officer (PIO) responsibilities, press releases, web and social media hosting and content management, interoffice and external mailing and postage, printing and publications.

3. **City Retained Administrative Service Responsibilities.** The City of Renton shall continue to provide the following services:

3.1. The City of Renton LEOFF Board will continue to oversee LEOFF 1 benefits for City retirees in accordance with the City of Renton LEOFF 1 Policies and Procedures.

3.2. Civil Service Board. The RFA shall establish its own Civil Service process no later than January 1 of the second full calendar after the Effective Date. The City will continue to provide a Civil Service Board during the interim at no cost to the RFA.

3.3. Others. Unless specified herein, the RFA shall establish its own services no later than January 1 of the second full calendar after the Effective Date to perform any functions not identified in this Plan. City will provide such services during the interim and may recover any service costs from the RFA.

4. **Seamless Transition.** Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the current City of Renton Fire Department.

The **ORGANIZATIONAL STRUCTURE – PERSONNEL - ADMINISTRATION** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.
### SECTION 8 OPERATIONS AND SERVICES

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**A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.**

1. All current operational and service delivery aspects of the City of Renton Fire Department shall be transferred to the RFA on the Effective Date.

2. Current staffing models, standards of coverage, deployment standards, field operations, command staffing, and operational policies and procedures of the City of Renton Fire Department shall be transferred to the RFA and continued at the current level of service on the Effective Date.

3. The RFA will adopt the City of Renton Fire Department Standards of Coverage Document, which will define services, levels of service, standards of coverage, development standards and customer expectations of the RFA.

4. All current automatic aid and mutual aid agreements, and any other contractual services agreements, documents, or memorandums currently in place with the City Fire Department and the District shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.

**B. FIRE PREVENTION SERVICES.**

1. Existing Service Providers:

   1.1. The City of Renton, through the Renton Fire Department currently provides Fire Prevention Services pursuant to RCW 19.27.050 within the boundaries of the City of Renton:

   1.2. King County currently provides Fire Prevention Services within the District.

2. Fire Prevention Service Providers on Effective Date:

   2.1. On the Effective Date, Fire Prevention Services within the boundaries of the RFA shall be provided as follows:

      a. Within the City Renton: The RFA will provide Fire Prevention Services to the City of Renton. City of Renton shall designate the RFA Chief as its Fire Chief and the RFA Fire Marshal as its Fire Marshal, and the City will provide enforcement and prosecution support when appropriate.

      b. Within unincorporated King County: King County shall provide Fire Prevention Services.
C. FIRE INVESTIGATION SERVICES.

1. Existing Service Providers:

   1.1. The City of Renton, through the Renton Fire Department currently provides Fire Investigation Services within the boundaries of the City of Renton:

   1.2. King County currently provides Fire Investigation Services within the District.

2. Fire Investigation Services On Effective Date:

   2.1. On the Effective Date, Fire Investigation Services within the boundaries of the RFA shall be provided as follows:

      a. Within the City Renton: The RFA will provide Fire Investigation Services to the City of Renton and the City of Renton shall designate the RFA Chief as its Fire Chief and the RFA Fire Marshal as its Fire Marshal. The City of Renton shall cooperate with the RFA in such investigations and provide police support and prosecute criminal acts when appropriate.

      b. Within unincorporated King County: King County shall provide Fire Investigation Services.

D. EMERGENCY MANAGEMENT SERVICES.

1. Existing Service Providers:

   1.1. The City of Renton, through the Renton Fire Department currently provides Emergency Management Services within the boundaries of the City of Renton:

   1.2. King County currently provides Emergency Management Services within the District.

2. Emergency Management Services on Effective Date.

   2.1. On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:

      a. Within the City of Renton: The City of Renton shall provide Emergency Management Services within the city boundaries.

      b. Within unincorporated King County: King County shall remain the provider of Emergency Management Services.

E. PUBLIC EDUCATION SERVICES.

1. On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA.
F. TRANSITION OF SERVICES.

1. In order to effectuate the transition of services identified above, the following shall occur on the Effective Date of the RFA:

1.1. The City of Renton Fire Department staff assigned to the Community Risk Reduction Section shall be transferred over to the RFA.

1.2. The RFA Community Risk Reduction Section shall be organized as provided in Appendix C.

1.3. The City of Renton agrees to designate the Chief and Fire Marshal of the RFA as the Chief and Fire Marshal of the City of Renton.

1.4. Unless otherwise noted in the RFA Plan or the Interlocal Agreement, the transfer of authority and the Community Risk Reduction Section of the RFA shall be seamless and shall initially model the current Community Risk Reduction Section of the City of Renton Fire Department.

1.5. The RFA shall enforce Fire Code within City of Renton and, except as provided in the Interlocal Agreement, the City shall provide the necessary prosecution and police support for enforcement of code enforcement issues.

1.6. The RFA shall conduct fire investigation within City of Renton and, except as provided in the Interlocal Agreement, the City shall provide the necessary prosecution and police support for enforcement of fire investigation issues.

1.7. The City of Renton will retain emergency management authority in accordance with Washington State Law within its jurisdiction.

RFA SECTION 8 PLAN REVISION DISPOSITION:

The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Appendix A:
Jurisdiction Boundary Map

Proposed Regional Fire Authority
City of Renton and Fire District 25
Appendix B:
Fire Benefit Charge

The Fire Benefit Charge (FBC) funding method is a voter approved, two part funding system authorized by State Law in 1987 that balances general purpose taxes with a user fee charged. Under this system, the Fire Department is funded by:

a. A property tax of up to $1.00 per $1,000 assessed values of property to support day to day operations and capital needs of the fire department; and

b. A Fire Benefit Charge (FBC) of up to 60% of the operating budget and can be used only for day to day operational expenses such as salaries, equipment, fuel and utilities.

I. Fire Benefit Charge - (FBC) Formula

FBC is only imposed on improvements to real property and personal property, and must be reasonably apportioned based on the services afforded to these properties. The primary factor of the formula is based upon the amount of “required fire flow” or water needed to extinguish a fire, the number of firefighters and equipment needed to effectively deliver the required fire flow and their associated cost for fighting a fire in the type and size of structure being assessed. As structure size or fire loading within a structure increases, the need for required fire flow, firefighters, and equipment also increases. The following formula is adopted for calculating the FBC for Renton Regional Fire Authority. The formula is based on the Insurance Services Office (ISO) required fire flow, fire risk, and firefighting effort factors.

\[
FBC = \sqrt{Area} \times 18 \times \text{Category Factor (CF)} \times \text{Fire Flow Factor/Cost per Gallon (CPG)} \times \text{Effective Response Factor (ERF)} \times \text{Hazard Factor (HF)} \times \text{Discount(s)}
\]

A matrix showing initial values of these factors is attached herein as Exhibit 1. The initial values, factors, discounts and exemptions are subject to change as necessary to comply with the statutory requirements of RCW 52.26.180.

II. Definitions:

1. \( \sqrt{Area} \). The square root of the total gross square feet of the buildings/structures located upon the property. FBC will not be applied to parcels with a total improvement square footage less than 400 sq. ft.

2. Category Factor (CF). The category factor is based upon building use and size. This information is obtained from the King County Assessor data base for each building subject to the FBC.
Building Use Categories:
- **Residential Use**: including one and two family buildings and condominium when unit ownership information is available in the King County Assessor’s database.
- **Mobile Homes/Manufactured Homes**: Each mobile home unit whether it is located on a single land parcel or in a mobile home park.
- **Apartments**: other attached residential building structures.
- **Commercial Buildings**: all other uses including storage facilities, warehouses, offices, and commercial businesses.

3. **Fire Flow Factor/Cost per Gallon (CPG)**. The relative cost of providing the required fire flow per gallon during a fire incident. CPG is a balancing factor used as an adjustable multiplier to finely tune the FBC calculation across all properties to reach the desired target FBC amount.

4. **Effective Response Force (ERF)**. The effective response force factor is relational to the size of force in firefighters and equipment required to deliver the required fire flow.

5. **Hazard Factor (HF)**. The hazard factor represents the degree of risk caused by the use, processing, or storage of hazard materials with a building. The hazard factor reflects the need for larger and/or more specialized effective response forces. Hazard factors are determined from use and risk classifications found in the National Fire Protection Association (NFPA) Standard 13 (Standards for the Installation of Sprinkler Systems), and are applicable to commercial properties only.

The initial extra hazard charges are as follows:
- a. A 30% increase when products or uses with high combustibility or high rates of heat release are present.
- b. A 40% increase when products or uses with high quantities of flammable, combustible or hazardous materials are present.
No surcharge will be assessed on light and ordinary hazards.

6. **Discounts**.
- a. **Low Income Senior and Disabled Discount**: Low income senior or disabled person that qualify for property tax discount under RCW 84.36.381 through 84.36.389 will receive the same discount on FBC. If you think you qualify, please contact King County Exemption Unit at 206-296-3920 or visit their website – King County Assessor - Taxpayer Assistance.
- b. **Sprinkler System Discount**: Commercial and apartment buildings with full-coverage sprinkler system are eligible for sprinkler system discount.
- c. **Alarm Discount**: Commercial and apartment buildings with certified functioning alarm systems are eligible for alarm discount based on the type of alarm on premises.
- d. **Agricultural Use**: A discount for auxiliary structures, such as barns and/or storage sheds, used in conjunction to dairy, farming, and other agricultural operations. For the
purpose of FBC, properties used for marijuana growth, production, or processing are not considered agriculture use.

7. Exemptions to the Fire Benefit Charge.
   a. Religious Use: Personal property or improvements to real property owned or used by recognized religious denomination or religious organization, including sanctuary, schools and educational facilities. RCW 52.26.180(1).
   b. Property not Assessed. Personal Property not assessed and subject to ad valorem taxation under RCW title 84.
   c. Public Schools: Public schools who pay a per student stipend are exempt from the Fire Benefit Charge.
   d. Entities with Contract for Service: Entities who contract for service with the RFA are exempt from the Fire Benefit Charge.

Non-profits, governmental entities and school districts are not automatically exempt from FBC.

III. Implementation Process:

The initial implementation of FBC requires 60% voter approval for a period up to six years. Every six years, voters have the opportunity to reauthorize, also with 60% voter approval, the Fire Benefit Charge. In addition, the state law requires annual public hearings prior to the next year’s rates being adopted. Hearings are held prior to November 15 each year, by the Renton Regional Fire Authority Governance Board to establish the FBC. After the FBC has been established, property owners subject to the charge will be notified of the amount of the charge.

The Governing Board will form a Review Board for at least a two-week period to review written complaints from property owners. The final Benefit Charge will be added to the property tax bill.
### Exhibit 1

**Initial Fire Benefit Charge Formula and Factor Matrix**

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

| Category Factors: | 400 - 1,799 | 1,800 - 2,699 | 2,700 - 3,599 | 3,600 - 3,999 | 4,000 - 4,999 | 5,000 - 7,999 | 8,000 - 9,999 | 10,000 - 14,999 | 15,000 - 19,999 | 20,000 - 29,999 | 30,000 - 49,999 | 50,000 - 99,999 | 100,000 - 139,999 | 140,000 - 199,999 | 200,000 - 299,999 | 300,000 - 399,999 | 400,000 - 500,000 | 500,000 - 749,999 | 750,000 - 999,999 | 1,000,000 and up |
|------------------|-------------|---------------|--------------|---------------|--------------|--------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Residential      | 0.80        | 0.80          | 0.80         | 0.80          | 0.80         | 0.80         | 0.80         | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           | 0.80           |
| Mobile Homes     | 0.75        | 0.75          | 0.75         | 0.75          | 0.75         | 0.75         | 0.75         | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           | 0.75           |
| Apartments       | 1.60        | 1.60          | 1.60         | 1.60          | 1.60         | 1.60         | 1.60         | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           | 1.60           |
| Commercial       | 1.00        | 1.00          | 1.00         | 1.00          | 1.00         | 1.00         | 1.00         | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           | 1.00           |

**Fire Flow Factor (Cost Per Gallon):**

1/8

### Effective Response Factor: **

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### Hazard Factor: ***

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### Discounts:

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<td>0.25</td>
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* Fire flow factor is the number needed to generate the required fire benefit charge to support the Governing Board approved service level. The number is preliminary until final property tax and property data are certified by the King County Assessor.

**Response factor is based upon the number of firefighters needed to deliver the required fire flow

*** Risk factors apply to commercial property, are defined by the NFPA and are assigned by inspection performed by the Fire Authority.
## Appendix D
### Real Property

<table>
<thead>
<tr>
<th>Facility</th>
<th>Year Built</th>
<th>Effective Yr</th>
<th>Address</th>
<th>Land Sf</th>
<th>Building SF</th>
<th>Transfer/Lease**</th>
<th>Auxiliary Use/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>FS 11</td>
<td>1979</td>
<td>1985</td>
<td>211 Mill Ave S</td>
<td>28,750</td>
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<td>FS 12</td>
<td>2004</td>
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<td>1209 Kirkland Ave NE</td>
<td>53,255</td>
<td>15,800</td>
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<tr>
<td>FS 13</td>
<td>2007</td>
<td>2007</td>
<td>18002 108th SE</td>
<td>37,956</td>
<td>20,521</td>
<td>T</td>
<td>Emergency and Backup Fueling Facility (right to use agreement??)</td>
</tr>
<tr>
<td>FS 14</td>
<td>1996</td>
<td>1996</td>
<td>1900 Lind</td>
<td>261,781</td>
<td>13,659</td>
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<td>Fire Training</td>
<td>1996</td>
<td>1996</td>
<td>1900 Lind</td>
<td>(included in above)</td>
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<td>FS 15*</td>
<td>334210-3245</td>
<td></td>
<td></td>
<td>23,766</td>
<td>7,500</td>
<td>T</td>
<td>Assume 1/2 of the site is set-aside for water tank/reservoir with access easement from FS15</td>
</tr>
<tr>
<td>FS 16</td>
<td>1974</td>
<td>1984</td>
<td>12923 156th Ave SE</td>
<td>58,806</td>
<td>7,732</td>
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</tbody>
</table>

* Proposed Kennydale Station: 3-bays, 7500 sf, total land area is 47,500 sf
** RFA to lease facilities at $1 a year so long as the facility is used for Fire purpose. RFA is responsible for all maintenance and operating as well as repairs/reehabs costs of all facilities.

---

**"Used for fire service" shall mean more than 50% of the facility is used continuously for fire suppression, department support or administration.**
## Appendix E

### Personal Property – Vehicles and Apparatus

#### Fire Equipment and Equipment

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<th>EQ #</th>
<th>Depart</th>
<th>Unit</th>
<th>Lic #</th>
<th>Model</th>
<th>VIN</th>
<th>Description</th>
<th>Make</th>
<th>Year</th>
<th>Model</th>
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<th>Total Cost</th>
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<td>1995 CARGOMATE</td>
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<td>1995</td>
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### Fire District 40 Equipment to be maintained by BFA as part of F40 service contract

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Renton Regional Fire Authority
Formation Plan

Committee of the Whole
November 23, 2015
RFA Exploration History

- The first RFA proposal was considered during the April 2010 Council Retreat
- The second RFA proposal was discussed during the February 2014 Council Retreat
RFA Exploration History

- Direction was provided during the April 7, 2014 Committee of the Whole meeting

- Additional direction was provided during the June 9, 2014 Committee of the Whole meeting
Proposed RFA

• Started in June of 2014

• Would include:
  - City of Renton
  - King County Fire District #25
Fire Department Challenges

- Increasing demand for service
- Response coverage gaps
- Impact of the anticipated budget deficit
- Need for proactive risk reduction
- Alignment with Renton business plan
Shared Interests

City of Renton
- Desire to maintain and improve emergency service delivery
- Emergency Services that meet the needs of the community
- Stable funding
- Fiscal responsibility
- Solid partnership with the community served

King County FD #25
- Desire to maintain and improve emergency service delivery
- Emergency Services that meet the needs of the community
- Stable funding
- Fiscal responsibility
- Solid partnership with the community served
Groups Involved

RFA Groups Include

- RFA Steering Committee
- RFA Planning Committee
- RFA Citizen’s Advisory Committee
After much deliberation, the groups propose the RFA to enhance its service to add:

- A new Kennydale Fire Station (Station #15) staffed by one engine company with 15 firefighters
- 9 Firefighter positions to consistently staff one additional aid unit
Service Level, Cont’d

- 2 fire inspectors for proactive risk assessment and prevention
- 1 position dedicated to Community Outreach/Education to help public understand different service options and call the ones most appropriate for their circumstances/needs

These changes are reflected in the Plan document.
RFA Plan Elements

1. Background & Needs
2. Definitions
3. Formation Authority
4. RFA Boundaries
5. RFA Governance
6. Funding and Finance
7. Organization Structure
8. Operations & Services
Overall Highlights

- Flexible: Plan may be changed by the governance board
- Open: Allow future merger/annexation of other fire service jurisdictions
- Collaborative and cooperative: Focuses on smooth transition of services
- Incorporates personnel that will be used to address gaps
Important Definitions

- Name of the RFA: Renton Regional Fire Authority
- Effective date July 1; assumes April 2016 election
Formation Authority

- Legislative body of each jurisdiction to review and approve the RFA plan by Joint Resolution and call for an election to approve the RFA Plan.

- The RFA Plan is being submitted to the voters of the City and the District as a single ballot measure that must be approved by a 60% majority vote.
Formation Authority, Cont’d

- Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations.

- If the RFA Plan is not approved by 60% of the voters, then operations relating to the services will remain with the City of Renton Fire and Emergency Services Department.
Jurisdictional Boundaries

- Identify initial boundaries includes City and FD25

- Identify future boundary change due to annexation of the city or the district

- Identify future boundary change due to RRFA mergers/annexations
Governance

- 6 member board made up of 3 current seated elected officials from each participating jurisdiction
- 1 non-voting member represents contracting agencies
- Governance board has power and authority to make any decisions appropriate for the RRFA and for matters related to fire district/authority.
Funding and Finance

RRFA to be funded with Property Tax at $1/1000 AV + FBC

Governance Board
Sets RFA Budget

Without FBC

Property Tax: $1.5 FD25
$1.61 COR per $1000 AV

With FBC

Property Tax: Up to $1.0 per $1000 AV

Fire Benefit Charge up to 60% Opr Bgt
Funding and Finance: KCFD #25

- FD25 to transfer its reserve fund to RRFA as Capital Project Reserve Fund
- FD25 will transfer its obligation for 3 LEOFF 1 retirees to RRFA
- All future expenses or costs incurred by the district on or after the effective date will be the responsibility of RRFA.
Funding and Finance: City of Renton

- City will collect permit fee, fire inspection fee, and fire mitigation fee generated in Renton on behalf of RRFA and remit them to RRFA

- City to transfer Fire Stations 13, 14, 15, and 16 to RRFA and will allow RRFA to use Stations 11 and 12 as long as they are used for fire and emergency purposes

- City will transfer all vehicles and apparatus it owns and uses by the department (exception for Emergency management)
City will transfer balance in Fire Health and Wellness fund (fund 011), and a Fire small equipment reserve fund (in fund 501) to RRFA.

City will transfer 2015-2016 budgeted fleet replacement amount if the replacement has not been initiated by the Fleet management.

City will retain LEOFF 1 liability and liability related to Stations 12 and 13.

City will develop and equip Station 15 (estimated at around $6.5 million total in 2015 dollars).
The scope of services to be provided by RRFA include:

- Fire protection and emergency medical services throughout RRFA
- Fire prevention services within Renton city boundary
- Fire Investigation services within Renton city boundary
- Public education services throughout RRFA
Organization Structure/Personnel Administration

- All department personnel will transfer except for EM division staff.

- All current bargaining contracts as well as agreements pertaining to work, duties, services or employment will be honored.

- Administrative and support functions will be transferred or provided by Renton through an interlocal service agreement.
Administrative/Support Services Agreement

- RRFA to take in-house immediately:
  - Legal
  - Risk Management
  - Health Plan
  - Communications

- RRFA to Contract up to 18 months:
  - Payroll/Accounting
  - HR General/Recruitment
  - Civil Services

- RRFA to Contract up to 3.0 years
  - Fleet Management
  - Facility Management
  - IT Services
Our Goals

- Meet the current and future needs of our community
- Continue to play a key role in ensuring that we have a safe and healthy community
- Being accountable to our customers
Questions

Questions?
Renton urges lawmakers to protect critical “state-shared” revenues, to avoid funding cuts for public safety needs, and to provide more tools and authority to address local needs and control costs. The city urges the Legislature to:

**Liquor Revolving Account.** Renton will strongly support ongoing efforts by the Association of Washington Cities (AWC) and individual cities to remove statutory caps and restore growth in Liquor Revolving Account (“Liquor Profit”) revenues.

**Public Records.** Renton will support 2016 legislation to help cities better manage the rapid growth in Public Records Act requests, including options to deal with requests that are more about harassment than transparency, and cost recovery for electronic and commercial requests.

**Public Works Assistance Account (PWAA).** Renton will support efforts to reinstate the PWAA, or develop a next iteration of an infrastructure grant or loan program to help fund water, sewer, stormwater, and transportation infrastructure needs in local communities.

**Public Safety/Mental Health**

Renton strongly supports funding and tools that assist local efforts to provide vital public safety service to communities. Looking ahead to 2016, the city also will strongly support efforts related to mental health. The city urges the Legislature to:

**Regional Fire Authorities.** Renton will support efforts to change the Regional Fire Authority statutes so they align with those for Fire Districts—including a simple majority threshold for levy renewals.

**Mental Health.** Renton will support funding and policy efforts to help local communities address growing burdens in assisting the mentally ill and homeless, including additional beds, facilities, services, and shelters.
Support/Oppose Issues

**Budgets, Tax-Revenue**

Supports sustainable funding for local revenue options, including modifying the 1% cap on property tax.

Opposes legislation that undermines revenue or removes / pre-empts local authority.

**Fiscal (includes Personnel/HR Issues)**

Opposes any bill that restricts our current local option authority by mandating deferred compensation programs be purchased through the state.

Opposes legislation to expand “presumptive disease” assumptions for purposes of Workers’ Compensation responsibilities, if it arises.

**Criminal Justice / Law Enforcement/ Courts / Fire-EMS**

Supports legislation that would make body cameras more feasible through Public Records Act definitions, including the resolution of issues related to storage and retention.

Supports any legislative initiative that specifically ties relicensing requirements to decriminalizing of Driving While License Suspended-3rd Degree (3-DWLS).

Supports an Operating Budget request being led by the Washington Association of Sheriffs & Police Chiefs (WASPC) and the City of Kent for gangs database funding for training and overtime.

Supports ensuring that current levels of Basic Law Enforcement Academy (BLEA) funding be preserved.

Supports legislation making a 4th DUI a felony.

Opposes legislation removing local control on fireworks limits and bans (SB 5914).

Opposes, with Washington Association of Sheriffs and Police Chiefs (WASPC), legislation reducing the threshold for prosecuting officers on use of force.

**Housing, Human Services**

Supports a City of Seattle-promoted initiative that an 8- and 12-year multi-family housing property tax exemption program be extended to renovation of existing housing stock that is deteriorated.

Supports establishment of a new “REET 3” with focus on funds toward affordable housing.

**Land-Use/GMA**

Supports ensuring current laws and best practices Upholding Urban Growth Areas are maintained.

Opposes additional changes to Growth Management Act vesting laws.

**Local Government (including Public Records Act)**

Supports any effort to reinforce and clarify the recreational immunity statutes as they relate to multi-purpose trails.

**Transportation / Transit**

Supports any legislation to ensure that emergency vehicles not be required to pay tolls to use HOT lanes.

**Economic Development / Infrastructure**

Supports HB 2262 on special license plates & funding.

Supports ensuring that any flood control / water supply/ stormwater infrastructure funding package be equitable to all parts of the state.

Supports updates and revisions that ensure the basic structure and unbiased scoring and ranking features, of the 25-year-old Washington Wildlife Recreation Program remains intact.
AGENDA ITEM #2.
2016 Legislative Priorities

Fiscal Sustainability
Renton urges lawmakers to protect critical “state-shared” revenues, to avoid funding cuts for public safety needs, and to provide more tools and authority to address local needs and control costs.

- **Liquor Revolving Account** – strongly support ongoing efforts to remove caps and restore growth in Liquor Revolving Account revenues
- **Public Records** – support 2016 legislation to better manage rapid growth in requests, including options to deal with harassing requests and cost recovery mechanisms
- **Public Works Assistance Account** – support efforts to reinstate PWAA or develop next iteration of an infrastructure grant or loan program
2016 Legislative Priorities

Public Safety/Mental Health

Renton strongly supports funding and tools that assist local efforts to provide vital public safety service to communities. Looking ahead to 2016, the city also will strongly support efforts related to mental health.

- **Regional Fire Authorities** – support efforts to align RFA statutes with those of fire districts, including a simple majority threshold for levy renewals

- **Mental Health** – support funding and policy efforts local communities address growing burdens in assisting the mentally ill and homeless, including additional beds, facilities, services, and shelters
Support/Oppose

Budgets/Tax Revenue

- **Support** sustainable funding for local revenue options, including modifying the 1% cap on property tax
- **Oppose** legislation that undermines revenue or removes / pre-empts local authority
Support/Oppose

Criminal Justice/Law Enforcement/Courts/Fire-EMS

- **Support** legislation that would make body cameras more feasible through Public Records Act definitions, including the resolution of issues related to storage and retention
- **Support** any legislative initiative that specifically ties relicensing requirements to decriminalizing of DWLS-3
- **Support** operating budget request for gangs database funding for training and overtime
- **Support** ensuring that current levels of BLEA funding be preserved
- **Support** legislation making the 4th DUI a felony
Support/Oppose

Criminal Justice/Law Enforcement/Courts/Fire-EMS

- **Support** legislation that would make body cameras more feasible through Public Records Act definitions, including the resolution of issues related to storage and retention
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Support/Oppose

Criminal Justice Cont’d

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Support/Oppose

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• **Oppose** additional changes to Growth Management Act vesting laws
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