

# COUNCIL AGENDA SYNOPSIS



-----Initials-----				<i>ITEM No.</i>
Meeting Date	Prepared by	Mayor's review	Council review	<b>7.B.</b>
<b>9/26/22</b>	<b>NG</b>			
<b>10/3/22</b>	<b>NG</b>			

## ITEM INFORMATION

	STAFF SPONSOR: <b>NORM GOLDEN</b>	ORIGINAL AGENDA DATE: <b>9/26/22</b>							
AGENDA ITEM TITLE <b>An Interlocal Agreement with the Puget Sound Regional Fire Authority (PSRFA).</b>									
CATEGORY	<input checked="" type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Other		
	<i>Mtg Date</i> <b>9/26/22</b>	<i>Mtg Date</i> <b>10/3/22</b>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i> <b>9/19/22</b>		
SPONSOR	<input type="checkbox"/> Council	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Admin Svcs	<input type="checkbox"/> DCD	<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> P&R	<input type="checkbox"/> Police	<input type="checkbox"/> PW
SPONSOR'S SUMMARY	<b>This is the contract for services between the City of Tukwila (City) and Puget Sound Regional Fire Authority (RFA). Under this contract, the RFA will provide fire and emergency medical services to the City starting January 1, 2023. The ultimate goal is to go to the voters for approval to annex into the RFA in the next two years (no later than April 2024).</b>								
REVIEWED BY	<input type="checkbox"/> Trans&Infrastructure Svcs	<input type="checkbox"/> Community Svcs/Safety	<input type="checkbox"/> Finance & Governance	<input type="checkbox"/> Planning & Community Dev.	<input type="checkbox"/> LTAC	<input type="checkbox"/> Arts Comm.	<input type="checkbox"/> Parks Comm.	<input type="checkbox"/> Planning Comm.	
DATE:	COMMITTEE CHAIR:								

### RECOMMENDATIONS:

SPONSOR/ADMIN. **Mayor's Office/Fire Department**

COMMITTEE \_\_\_\_\_

### COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
<b>\$14.7M</b>	<b>\$14.2M</b>	<b>\$</b>

Fund Source: **GENERAL FUND**

Comments:

MTG. DATE	RECORD OF COUNCIL ACTION
<b>9/26/22</b>	
<b>10/3/22</b>	
MTG. DATE	ATTACHMENTS
<b>9/26/22</b>	<b>Informational Memo dated September 12, 2022</b>
	<b>Interlocal Agreement</b>
	<b>Tukwila Statement of Principle</b>
<b>10/3/22</b>	<b>Interlocal Agreement</b>



## INTERLOCAL AGREEMENT FOR CONSOLIDATION OF FIRE SERVICES

This Agreement is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as “RFA,” and CITY OF TUKWILA, a municipal corporation, hereafter referred to as “City” (collectively, “the Parties”).

### RECITALS

1. This Agreement is entered into by the City under the authority of RCW 35A.11.040 and the RFA under the authority of RCW 52.26.090 and by both Parties in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The RFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression, fire marshal services, and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for the RFA to provide fire protection, fire suppression, fire marshal services, emergency medical services and non-emergency medical services (collectively, “Services,” as detailed in Section 3) to the City.
4. This Agreement is an interim step to the Parties’ shared goal that the City secure voter approval to annex into the RFA effective either August 1, 2024, or no later than August 1, 2025.

### AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, the Parties hereby agree as follows:

#### 1. DEFINITIONS.

**1.1.** The following terms, when used in this Agreement, shall be defined as follows:

- (a) “RFA” means the Puget Sound Regional Fire Authority, a Washington municipal corporation.
- (b) “City” means the City of Tukwila, a Washington municipal corporation.
- (c) “Chief” means the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
- (d) “Material Breach” shall be defined as either:
  - (i) The RFA’s failure to provide Services at the Level specified in Section 3;
  - (ii) The City’s failure to pay the contract payments specified in **Exhibit A (Costs)**, or
  - (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

- (e) “Wind Up Period” means the agreed upon process as determined by the Transition Group resulting from contract termination in Sections 2.4 (Voluntary Termination) or 2.5 (Termination for Material Breach) to re-establish the City’s fire related services either by reconstituting the City’s fire department or by contracting with another fire service provider.

**2. TERMS OF SERVICE AND ANNEXATION.**

- 2.1. Term.** This Agreement shall be effective on January 1, 2023 (“Effective Date”) and shall automatically renew every two years on the Anniversary Date in odd-numbered years (2025 and 2027), unless earlier terminated in accordance with Sections 2.2 (Termination upon Annexation Effective Date), 2.4 (Voluntary Termination), and/or 2.5 (Termination for Material Breach). For purposes of this Agreement, January 1<sup>st</sup> shall be referred to as the “Anniversary Date.”
- 2.2. Termination upon Annexation Effective Date.** Immediately upon the Effective Date of this Agreement, the Parties shall determine a schedule for developing terms by which the City shall, if approved by City voters, annex into the RFA consistent with terms of a mutually agreeable Annexation Plan. While acknowledging that this action is subject to future legislative action by both Parties, the Parties agree to use best efforts to place an annexation ballot measure before the City voters no later than the April 2024 special election (“First Annexation Vote”), with an annexation effective date no later than August 1, 2024. If the voters approve the annexation, then this Agreement shall terminate as of the annexation effective date. If the First Annexation Vote is rejected by City voters, then the Parties agree to work together to determine if the annexation proposition should be revised, and in any event, shall use their best efforts to submit a second annexation vote proposal to the voters of the City by no later than the April 2025 special election (“Second Annexation Vote”), with an annexation effective date no later than August 1, 2025. If the voters approve the annexation at the Second Annexation Vote, then this Agreement shall terminate as of the annexation effective date for the Second Annexation Vote.
- 2.3. Annexation Principles.** The Parties agree that they shall seek an Annexation Plan to accomplish the following shared goals and principles:
  - (a) Equitable Governance Representation.** The City shall be provided voting seats on the RFA Board equivalent to the voting rights of other Cities or Fire Districts that are RFA members with RFA Board voting rights.
  - (b) Equitable Financial Contribution.** During the term of this Agreement, the Parties agree that the RFA finances should not result in any participating jurisdiction providing a significant subsidy to other agencies that participate in, or served under contract by, the RFA and should reflect the benefit to each participating jurisdiction or contract agency of having the services from a regional fire agency. The Parties agree to review adjustments to the RFA Fire Benefit Charge (FBC) formula and to

submit to the RFA Board for approval adjustments in the FBC formula to ensure this policy goal is reasonably met to the satisfaction of both the City and the RFA.

**2.4. Voluntary Termination.** The City or the RFA may voluntarily terminate this Agreement if the Second Annexation Vote fails. The termination date shall be as of December 31 of the year following the year in which notice of termination is given, provided the City or RFA shall give the other party a minimum of eighteen (18) months' notice prior to termination. In the event of voluntary termination by either party, the terms of asset transfer and employee layoffs to facilitate the City's reconstituting a City fire department or securing service from another fire service provider are described in Section 2.5(e) (Asset Transfer Back to City), Section 5.7 (Disposition of Property in the Event of Termination), and Section 6.8 (Effect on Represented Personnel in the Event of Termination).

**2.5. Termination For Material Breach.** Either Party may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party pursuant to the following process:

(a) The non-breaching Party shall provide the breaching Party with written notice which sets forth the alleged Material Breach(es).

(b) The breaching Party shall have ninety (90) days following receipt of the notice from the non-breaching Party (the "Cure Period") to cure such alleged Material Breach(es).

(c) In the event the breaching party fails to cure such Material Breach(es) during the Cure Period, the non-breaching Party may terminate this Agreement upon the expiration of the Cure Period, subject to the Wind-Up provisions set forth in Sections 2.5(d) & (e) by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the Parties under applicable law.

(d) In the event of a Material Breach of this Agreement that has not been cured by the expiration of the Cure Period, the Parties shall, unless the Parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after the expiration of the Cure Period (the "Wind-Up Period"); provided, that the Wind-Up Period shall be six (6) months if the Material Breach involves the City's failure to make the Contract Payment or the RFA's failure to provide services; provided further, that during the Wind-Up Period, the Parties shall coordinate and cooperate their efforts to transition services in good faith. If the RFA is providing all services as defined in Section 3, the City shall be responsible for all payments required herein until the conclusion of the Wind-Up Period.

(e) In the event either Party gives notice of termination of this Agreement per Sections 2.4 and/or 2.5, the Mayor and RFA Fire Chief shall meet within two weeks of the non-terminating Party's receipt of the notice to establish a Transition Group with such membership from both parties as the Mayor and Fire Chief may determine. If the City determines to seek service from another fire/EMS agency, the Transition

Group shall include representation from that agency. The Transition Group shall be tasked with developing and implementing a Transition Plan during the Wind-Up Period to ensure a smooth transition by either reconstituting the City fire department or transferring the City to a new fire service provider, including, among other provisions, the plan for delivering back to Tukwila all Information Technology identified in **Exhibit F (Information Technology)**, all Real Property identified in **Exhibit G (Real Property)**, all Personal Property identified in Section 5.3 (**Exhibits H (Gear) & L (Fleet)**), and all City Records identified in **Exhibit I (Records Management)** of this Agreement.

- (f) Upon issuance of a notice of termination of this Agreement, the City shall make a prompt determination as to whether it will seek to reconstitute a City fire department or secure services from a different fire/EMS agency(s) and shall provide at least twelve (12) months' notice of its intention to the RFA.
  - i. If the City decides to reconstitute its fire department, the City shall determine its staffing needs and shall prioritize hiring RFA personnel laid off by the RFA as a direct result of the termination of this Agreement consistent with the terms of Section 6.8.
  - ii. If the City determines to secure fire/EMS services from a different fire/EMS agency, the RFA and the City shall work cooperatively and make reasonable efforts to support the placement of any laid off RFA employees with the new provider that becomes responsible for fire/EMS services for the City.

### **3. SERVICES PERFORMED BY THE RFA FOR THE CITY**

- 3.1. Fire Suppression Services.** The RFA shall furnish fire protection, fire suppression and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within or subsequently annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire area served by the RFA.
- 3.2. Emergency Medical Services.** The RFA shall furnish emergency and non-emergency medical services to all properties and persons presently within or subsequently annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political

boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the RFA.

**3.3. Community Risk Reduction (CRR) Services.** The RFA shall perform Fire Prevention services for the City as follows:

(a) Community Risk Reduction services as outlined in **Exhibit B (Community Risk Reduction)**.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and city laws in relation to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provisions of the services hereunder, the City hereby designates the Fire Chief of PSRFA as the City's Fire Chief, and the PSRFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA, and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

(c) All records relating to the provision of Fire Prevention services, including retention, custody, and disclosure shall be managed in accordance with **Exhibit I (Records Management)**.

**3.4. Public Education.** The RFA shall provide the City with public education services as specified in **Exhibit C (Public Education)**.

**3.5. Fire Investigation Services.** The RFA shall perform Fire Investigation services for the City as follows:

(a) Fire Investigation services as outlined in **Exhibit D (Fire Investigation)**.

(b) All records relating to the provision of Fire Investigation services in the City of Tukwila, including retention, custody, and disclosure shall be managed in accordance with **Exhibit I (Records Management)**.

**3.6. Emergency Management Services.** The RFA shall perform Emergency Management services for the City as follows:

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing Emergency Management services in the City of Tukwila. The RFA shall provide support and consultation to the City Emergency Management Director as outlined in **Exhibit E (Emergency Management)**.

(b) **Emergency Coordination Center Staffing.** The City shall permit the RFA to assign a designated RFA staff member to the Emergency Coordination Center (ECC) during periods in which the ECC is activated.

(c) All records relating to the provision of Emergency Management services in the City of Tukwila, including retention, custody, and disclosure shall be managed in accordance with **Exhibit I (Records Management)**.

- 3.7. Information Technology.** The RFA shall provide information technology services necessary to support the Services identified in this Section 3. The City shall provide to the RFA its existing Information Technology equipment identified in **Exhibit F (Information Technology)**.
- 3.8. Level of Service for Fire Suppression and Emergency Medical Services.** The RFA shall maintain the following minimum staffing levels of twelve (12) per day to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement. In addition, the District Chief and Battalion Chief shall support all four stations as necessary for operational purposes. The following example of a deployment model is one way to provide services but may be adjusted as necessary to support service delivery:
- (i) **Station 51 Minimum Staffing (L351).** One Engine or Ladder Truck with one captain, one engineer, and one firefighter or engineer.
  - (ii) **Station 52 Minimum Staffing (E352).** One Engine or Ladder Truck with one captain, one engineer, and one firefighter or engineer.
  - (iii) **Station 53 Minimum Staffing (E353).** One Engine or Ladder Truck with one captain, one engineer, and one firefighter or engineer.
  - (iv) **Station 54 Minimum Staffing (E354).** One Engine or Ladder Truck with one captain, one engineer, and one firefighter or engineer.
  - (v) **Minimum Staffing.** For purposes of this Agreement, the Parties agree that the RFA must maintain employment of 48 uniformed firefighters, a shared Battalion Chief, and a shared District Chief that are primarily assigned to provide service in the City. An additional four (4) employees shall be maintained to provide Community Risk Reduction (CRR) services to the City.
- (b) Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The RFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel, at the following levels that exist as of the date this Agreement was negotiated:
- (i) **Fire Emergencies:** Six and one half (6:30) minutes for ninety percent (90%) of all fire incidents evaluated on a rolling twelve-month period.
  - (ii) **Basic Life Support (BLS) and Effective Response Force:** Ten (10) minutes for ninety percent (90%) of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve-month period.
- (c) Temporary Adjustments to Staffing Levels or Standards of Response Coverage.** The RFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time-to-time as circumstances may require. The RFA shall provide the City with written notice of any temporary changes that exceed 72 hours in duration. Subject to the minimum staffing requirements in Section 3.8 (i)-(v) above, the RFA shall provide the City with advance notice of any permanent increase or decreases in the Standards of Response Coverage affecting the City. In the event of a decrease, the Parties shall explore options for avoiding the decrease and adjusting the services costs correspondingly.

#### 4. PAYMENT FOR SERVICES.

- 4.1. Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the RFA the amounts determined under **Exhibit A (Costs)**. The RFA shall provide the City with quarterly invoices for the amounts due for services rendered in the previous quarter, and the City shall pay all invoiced amounts within 30 days of receipt.
- 4.2. Semi-Annual Cost Evaluation and Equalization.** The Parties intend that the payment for services be fair, equitable, and reasonable. Prior to the RFA providing the second and fourth quarter invoices to the City, the Parties shall evaluate whether the actual costs of services rendered by the RFA approximately equal the City's proposed payment for services consistent with **Exhibit A (Costs)**. The Parties intend to adjust the City's payment upward or downward to ensure the City is not over or under paying for services rendered by the RFA.
- 4.3. Failure to Submit Invoice.** The failure of the RFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the City's obligation to pay for the services; provided that the failure of the RFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the Parties.
- 4.4. RFA Charges Under RCW 52.30.020.** The RFA may exercise its powers under RCW 52.30.020, or other provisions of state or federal law related to fire protection and emergency medical services, by contracting directly with state agencies, state institutions or municipal corporations owning real property or improvements within the City.
- 4.5. Significant Change in Cost of Providing Services.** In the event either Party determines that a material and significant increase or decrease in the costs of providing services under this Agreement as the result of a legislative policy or declaration, or other event has occurred that mandates a change in the level of service or cost of service, beyond the control of the Parties, then, at the request of either Party, the Parties shall renegotiate the funding and service provisions of this Agreement. If the Parties are unable to successfully renegotiate this Agreement through good faith negotiations, the Dispute Resolution Provisions of this Agreement shall apply.
- 4.6. No Additional Financial Contributions as a Condition of Annexation.** The City having transferred its fire apparatus and equipment to the RFA in anticipation of the City's near-term annexation into the RFA pursuant to this Agreement, the Parties agree and confirm that the RFA will not require any further financial contributions from the City as a condition of annexation, including but not limited to reserve and working capital funding, annexation start-up costs, or any other one time or ongoing financial needs of the RFA. Notwithstanding the foregoing, unless the Parties agree to share the cost of the City annexation election(s) and public outreach related to those election(s), such costs shall be the responsibility of the City.

## 5. ASSET TRANSFERS.

**5.1. Real Property.** The City owns and shall retain title to Fire Stations 51 through 54, and related improvements, as legally described in **Exhibit G (Real Property)**. During the term of this Agreement, the City shall lease to the RFA the real property and improvements identified in **Exhibit G (Real Property)** for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Section 5.2.

### **5.2. Maintenance and Improvement of Real Property.**

**(a) Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 5.2.b. The RFA shall be solely responsible for the routine maintenance associated with the Real Property identified in **Exhibit G (Real Property)**.

**(b) Major Repairs and Maintenance.** Major Repairs and Maintenance shall be defined as repairs or maintenance items that cost more than one thousand dollars (\$1,000). The City and the RFA shall share equally in the cost of major repairs and maintenance, provided the RFA's contribution shall be capped at ten thousand dollars (\$10,000) for any individual repair or maintenance.

**(c) Utilities.** The RFA shall be responsible for payment of all utilities serving the Real Property in **Exhibit G (Real Property)**.

**(d) Capital Improvements.** Capital Improvements for the purpose of this Agreement shall be defined as repairs, maintenance, or improvements to the Real Property in excess of ten-thousand-dollar (\$10,000). The City shall remain solely responsible for all Capital Improvement costs beyond the RFA's maximum contribution under Section 5.2(b). to the Real Property in **Exhibit G (Real Property)**.

**(e) Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Section 2, except as otherwise addressed in the Annexation Plan, the Lease Agreements for the Real Property shall be terminated effective on the date the RFA is no longer responsible for providing services to the City, and the City shall assume full responsibility for the Real Property in **Exhibit G (Real Property)**.

**5.3. Personal Property.** The City shall transfer ownership of all City personal property identified in **Exhibits H (Gear) & (Fleet)** to the RFA for the entire term of this Agreement, collectively "Personal Property."

**(a) Title.** The City shall transfer title to the RFA all titled Personal Property in **Exhibits H (Gear) & L (Fleet)**.

**(b) Service and Maintenance Records.** The City shall provide the RFA with all applicable service and maintenance records, shop manuals, and other documents related to the Personal Property in **Exhibits H (Gear) & L (Fleet)**.

(c) **Maintenance of Personal Property.** The RFA shall be responsible for the maintenance, repair, and replacement of all Personal Property in **Exhibit H (Gear) & L (Fleet)** during the term of this Agreement.

(d) **Personal Property Insurance.** The RFA shall be responsible for insuring the Personal Property in **Exhibits H (Gear) & L (Fleet)**.

**5.4. Capital Purchases.** The RFA shall order a new Pierce Enforcer Pumper in 2022 consistent with the current replacement schedule for pumpers serving the Tukwila stations, and the City shall be invoiced three payments over three (3) years with the first payment occurring in 2023, the second payment in 2024, and the final payment in 2025.

**5.5. Startup Costs.** The RFA has identified the need for new uniforms and information technology (“IT”) equipment (*e.g.*, laptops, desktops, monitors, etc.) (collectively, “Startup Costs”), to provide services to the City under this Agreement, and the City has identified a 2021 Aid Unit vehicle of comparable value to Startup Costs. The City shall transfer the 2021 Aid Unit vehicle to the RFA, and the RFA agrees to accept said vehicle from the City as reimbursement of the RFA’s Startup Costs. The Parties agree that such exchange constitutes fair and adequate consideration to both the RFA and the City, and the City shall not be obligated to pay the RFA any additional Startup Costs.

**5.6. Records.** The Parties agree that the transfer, retention, and plan for records management is set forth in **Exhibit I (Records Management)**.

**5.7. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Section 2.4 or 2.5, the RFA shall transfer to the City any and all Personal Property (**Exhibits H (Gear) & L (Fleet)**) of comparable value and utility, excluding the 2021 Aid Unit referenced in Section 5.5 (Startup Costs), and provided that such Personal Property is still owned by the RFA on the Termination Date.

**5.8. Disposition of Personal Property in the Event of Termination by Annexation.** Except as otherwise provided in the Annexation Plan, in the event this Agreement is terminated by the annexation of the City into the RFA, all Personal Property shall be considered as permanently owned by the RFA.

## **6. EMPLOYEE TRANSFERS.**

**6.1. City Employees to become RFA Employees.** The RFA shall become the employer of those employees of the City identified in **Exhibit J (Employees)**.

**6.2. Collective Bargaining.** Each Party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each Party’s employees. International Association of Fire Fighters (IAFF) Local 1747 “RFA Union” and IAFF Local 2088 “City Union” have approved a Memorandum of Understanding (MOU) establishing the conditions under which the City fire fighters shall be integrated into the RFA Union. The approval of this Interlocal Agreement by the City and the RFA shall constitute each Party’s approval of the terms and conditions of the MOU between the unions.

**6.3. Accrued Employee Leave Balances.** The RFA shall be responsible for the full amount of City employees' leave balances, excluding the value of accrued compensatory time, existing on the Effective Date of this Agreement, which value the City shall determine and provide to the RFA as of December 31, 2022. The Parties agree that these leave balances offset the Personal Property transfer set forth in Section 5.3 in a manner that is fair and equitable to both Parties, and that the City shall not owe any additional compensation to the RFA for such accrued employee leave balances upon annexation.

**(a) Responsibility for Accrued Leave Balances Accruing After Effective Date on Termination.** The terminating Party (RFA or City) under Section 2.4 shall be responsible for accrued leave balances of any of the RFA employees employed by the City or its successor service provider to meet the City's minimum staffing requirement that are laid off by the RFA as a direct result of the termination of this Agreement. The breaching Party (RFA or City) under Section 2.5 shall be responsible for accrued leave balances of any of the RFA employees employed by the City or its successor service provider to meet the City's minimum staffing requirement that are laid off by the RFA as a direct result of the termination of this Agreement. If the Parties mutually agree to the termination of this Agreement, the impacts to accrued leave balances shall be bargained in good faith by both sides. If the Agreement is terminated by annexation, the RFA shall remain responsible for the accrued leave balances.

**6.4. City Responsibility for Law Enforcement Officer & Fire Fighter (LEOFF) Plan 1 Retirees.** The City shall retain the liability for LEOFF 1 City Fire Department retirees to include medical and long-term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures. The City does not have any LEOFF 1 members currently employed.

**6.5. City Responsibility for Retirement Management Program (RMP).** The City retains the obligations established in the City of Tukwila and IAFF Local 2088 Collective Bargaining Agreement (CBA) Memorandum of Understanding (MOU) concerning the Retirement Management Plan (RMP) for participants that have retired prior to January 1, 2023, as identified in **Exhibit K (RMP)**

**6.6. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend, and hold the RFA harmless from any and all demands, claims, or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to the Effective Date of this Agreement.

**6.7. Civil Service.** As of the Effective Date of this Agreement, the City Employees transferred to the RFA shall be subject to the RFA's Civil Service Commission consistent with chapter 41.08 RCW and RCW 52.26.100. During the term of this Agreement, the City personnel shall be considered part of the RFA's civil service system.

**6.8. Effect on Represented Personnel in the Event of Termination.**

a) The Parties acknowledge that all Zone 3 fire/EMS agencies are reliant on one another to support incident responses daily, and that Zone 3 fire/EMS agencies

collaborate to secure efficiencies in the delivery of fire/EMS services and work together to improve service levels to the public across Zone 3. In the event this Agreement is terminated, whether the City determines to reconstitute its fire department or secure fire/EMS services from another Zone 3 fire/EMS agency, or other neighboring Zone fire/EMS agency, the Parties have a mutual interest in ensuring the success of the City's service transition and the quality and reliability of the services to be provided for the City as a result of that transition, which by extension will also support the RFA and other Zone 3 fire/EMS agencies and the communities they serve. The obligations of the Parties in this Section 6.8 shall be construed to support the mutual goals and benefits outlined in this subsection (a).

- b) In the event of termination of this Agreement, the City shall identify its staffing needs per the approved organizational chart, or to support the needs of the agency that will become the City's new service provider, in accordance with Section 6.8(c) of this Agreement. The intent is to provide a stratified list of employees (Seniority, Rank, Fire Marshal's Office, etc.) based on the seniority, rank and qualifications needed to establish a cost-effective and efficient City fire department operating not less than two fire stations and a Fire Marshal's Office. An organizational chart shall be developed by the Transition Group reflecting a mutually agreeable way to meet the City's needs, provided that the City shall have sole discretion to determine the number of fire stations to be staffed by the new City department, and the daily minimum staffing for the stations. The organizational chart shall be approved by the City's legislative body. The City shall not be required to hire any former RFA personnel in excess of the staffing needs reflected on the City's approved organization chart. The RFA shall not be required to lay off any RFA personnel that would reduce RFA staffing needs below that required to meet its operational needs after it no longer provides service to the City.
- c) RFA personnel layoffs directly resulting from the termination of this Agreement shall be made in the following priority order:
  - i. **Voluntary.** RFA members volunteering to join the reestablished City organization or its successor service provider(s). Any ties shall be decided by seniority with the more senior member getting the position.
  - ii. **Legacy Tukwila Employees.** All employees of the City whose employment is transferred to the RFA pursuant to this Agreement (Tukwila Legacy Employees) shall be the next to be laid off, in order of seniority (most senior first).
  - iii. **Other RFA Employees.** If there are fewer volunteer and Tukwila Legacy Employees than needed to fill the positions in the approved City organization chart or the needs of the City's successor service provider, and if the RFA lays off additional employees due to the termination of this Agreement, those additional employees shall be laid off in accordance of the RFA collective bargaining agreement (least senior first) in an effort to

help the City meet its staffing needs per the approved organizational chart, or to meet the needs of the City's new service provider.

- d) **Consistent Labor Agreements.** The RFA shall make its best efforts to ensure that terms to enable it to meet the layoff provisions in this Section are included in its collective bargaining agreements, in the form of a Memorandum of Understanding incorporating by reference this Agreement and confirming the process for layoffs consistent with subsections 6.8(b) and (c) in the event of termination of this Agreement.

## 7. OVERSIGHT AND ADMINISTRATION.

- 7.1. **Governance Board.** The City shall appoint one (1) elected member of the City Council to serve in a non-voting position on the RFA Governance Board, to ensure a City voice in board deliberations prior to annexation.
- 7.2. **Administration of Agreement.** To carry out the purposes of this Agreement, a two-person committee is hereby created to administer this Agreement ("Committee"). The Committee shall consist of the Tukwila Mayor and the RFA Fire Chief, or their designees. The Committee shall meet on a regular basis as determined by the Committee and no less than one (1) time per year to discuss the performance of the obligations of the City and the RFA pursuant to this Agreement. Either member of the Committee may call meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the Parties, recommend amendments to this Agreement or its Exhibits to the City Council and RFA Governance Board and may, at the Committee's option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Section 12 (Dispute Resolution).
- 7.3. **City Leadership Team Meetings.** The RFA shall provide a City Liaison to attend the regular City Council meetings who shall be mutually agreed upon between the Fire Chief and the Tukwila Mayor. The Fire Chief may provide an alternate to accommodate scheduling as needed. The RFA Liaison shall provide regular reports on the performance measures identified in Section 3.8(b) of this Agreement.
- 7.4. **Monthly Meetings.** The RFA Fire Chief shall meet with the Tukwila Mayor (or designee) monthly, or as frequently agreed to, by the Tukwila Mayor and the RFA Fire Chief.
- 7.5. **Annexation Plan.** Upon execution of this Agreement, an Annexation Working Group shall be immediately created to fulfill the Parties' mutual purpose of annexing the City into the RFA consistent with the Annexation Principles in Section 2.3. Both Parties agree that annexation shall provide further efficiencies as well as stabilize funding through the RFA funding model which includes a fire benefit charge. The initial timeline shall be to place an initiative on the April 2024 ballot for an annexation Effective Date of July 1, 2024. These timelines may be accelerated upon mutual agreement of the Parties.

(a) **Annexation Oversight Group.** Up to three elected officials from the City and up to three elected officials from the RFA shall convene to form a group of up to six members, known as the Annexation Oversight Group, which shall meet starting in January 2023, and as frequently as needed, to review the work process and the recommendations of the Annexation Working Group. This Annexation Oversight Group shall mutually approve and recommend the Annexation Plan to be sent for review and approval by the RFA Governing Board and the City Council.

(b) **Annexation Working Group.** The RFA Fire Chief and the City Mayor, and/or their designees, shall form and staff a Working Group to develop the Annexation Plan. The Annexation Working Group shall meet regularly to develop the Annexation Plan and shall support the Annexation Oversight Group. The Annexation Working Group shall prepare a draft Annexation Plan for initial review by the Annexation Oversight Group at their first meeting in January of 2023. The Annexation Plan shall include key milestones for the First and Second Annexation Votes consistent with Section 2.2.

**7.6. Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before April 1<sup>st</sup> of each year beginning in 2024 (Annual Report for 2023).

## **8. EXISTING AGREEMENTS.**

**8.1. Mutual and Automatic Aid Agreements.** The RFA shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid under all current Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the RFA shall represent the City's interests and shall be signatory to such agreements.

## **9. INDEMNIFICATION AND HOLD HARMLESS.**

**9.1.** Each Party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and shall indemnify and hold the other Party and its personnel, elected officials, and agents harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such Party relating to the performance of this Agreement.

## **10. INSURANCE.**

**10.1. City Insurance.** City is a member of the Washington Cities Insurance Authority risk pool and shall provide insurance coverage for all facilities owned by City. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.

**10.2. RFA Insurance.** The RFA shall provide insurance coverage for all equipment and personnel of the RFA and the City as identified in **Exhibit J (Personnel), Exhibit F (Information Technology), Exhibit G (Real Property), Exhibits H (Gear), and L (Fleet)** of this Agreement. The insurance coverage shall include all risk property insurance, insuring the fire station contents at replacement cost and general liability

insurance, including errors and omissions coverage. The RFA shall furnish to City appropriate documentation showing that such coverage is in effect. The City recognizes that the RFA is a member of a governmental insurance pool and the RFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the RFA.

## **11. INDEPENDENT MUNICIPAL GOVERNMENTS.**

- 11.1. Independent Governments.** The Parties recognize and agree that the RFA and the City are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either Party.
- 11.2. No Agency.** Except as specifically provided in this Agreement, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, to act as, or be an agent, or representative, or to otherwise bind the other Party.
- 11.3. Debts and Obligations.** Neither the City nor the RFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other Party.
- 11.4. Assignment of Resources.** Except as otherwise expressly provided in this Agreement, the RFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the RFA and within the City.

## **12. DISPUTE RESOLUTION.**

- 12.1.** Prior to any other action, the Mayor and the RFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** If the Parties are unable to resolve the dispute through negotiation, either Party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The Parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 12.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either Party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the Parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington shall govern its proceedings. Each Party shall

be responsible for their own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

**12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy for either Party for any dispute regarding this Agreement; and its interpretation, application, or breach; regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute, or local ordinance; or for any breach of administrative rule or regulation; and regardless of the amount or type of relief demanded.

**13. IMPACT FEES AND STATE ENVIRONMENTAL PROTECTION ACT (SEPA)**

**MITIGATION.** The City, under certain circumstances, can impose impact fees pursuant to chapter 16.26 of the Tukwila Municipal Code and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development, or other activity within the City which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the RFA shall meet and discuss the impact on the services provided under this Agreement to determine the appropriate impact fee or mitigation plan. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the RFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eighty (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. Final authority to impose impact fees for fire shall remain with the City.

**14. MISCELLANEOUS PROVISIONS.**

**14.1. Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

**14.2. Service Limitation.** The Services provided under this Agreement represent an extension and expansion of services the RFA owes to the public in general. Neither Party intends to create a special relationship or duty to the other Party or to the public served by either Party.

**14.3. Survivability.** The following Sections shall survive the termination of this Agreement: Section 9 (Indemnification & Hold Harmless) and Section 10 (Insurance).

**14.4. Non-Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

**14.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

- 14.6. Assignment.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 14.7. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.
- 14.8. Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 14.9. Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
- 14.10. Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 14.11. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- 14.12. Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 14.13. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 14.14. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which shall together constitute this one Agreement.

The Parties below execute this Agreement, which shall become effective on January 1, 2023 (“Effective Date”).

**RFA:**

**CITY:**

Puget Sound Fire Department  
Regional Fire Authority:

City of Tukwila:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Attn: Fire Chief  
24611 116<sup>th</sup> Ave. S.E.  
Kent, WA 98030

Attn: City of Tukwila Mayor  
6200 Southcenter Blvd.  
Tukwila, WA 98188

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brian Snure,  
Attorney for RFA

\_\_\_\_\_  
Kari Sand,  
City Attorney



## EXHIBIT A

### PAYMENT FOR SERVICES

1. **Operations Salary & Benefits:** The City will pay to the RFA in 2023, \$10,069,315.80, for Operations Labor costs. The Operations Salaries listed in *Table 1 (A) through (F) (below)* will be established based on the Collective Bargaining Agreement (CBA) between the RFA and IAFF Local 1747. For purposes of this Agreement, the total number of fire fighters required to meet the minimum staffing level is 55.47 Full Time Employees (FTEs).

Actual labor costs will include the fully burdened rate based on actual wages (including overtime) and benefits. The labor costs will be established based on budgeted labor costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount will then be reconciled to the actual costs by no later than February 15<sup>th</sup> of the year following the contract year. *Example: By August 1, 2023, the RFA will establish a budgeted labor cost for calendar year 2024. The City will pay this amount for services rendered in 2024. The RFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2024 no later than February 15, 2025.*

2. **Admin Salary & Benefits:** The City will pay to the RFA in 2023, \$2,614,589.83. The Admin Salary and Benefits listed in *Table 1 (a.) through (n.) (below)* will be established based on budgeted costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount will then be reconciled to the actual costs by no later than February 15<sup>th</sup> of the year following the contract year. On January 1<sup>st</sup> of each year subsequent to 2023, the cost will be adjusted by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June-to-June.
3. **Goods & Services:** The City will pay to the RFA in 2023, \$1,531,728.33. The Recurring Costs listed in *Table 1 (1) through (15) (below)* will be established based on budgeted costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount will then be reconciled to the actual costs by no later than February 15<sup>th</sup> of the year following the contract year.

<b>TABLE 1</b>		Category	Basis Cost	Cost	Rationale	Percentage
a.	Amin Salaries	Admin	1,735,463.01	\$ 242,469.39	# of Personnel (Ops + CRR)	13.97%
b.	Amin Salaries	Human Resources	1,266,353.98	\$ 176,928.05	# of Personnel (Ops + CRR)	13.97%
c.	Amin Salaries	Finance	1,068,254.50	\$ 149,250.67	# of Personnel (Ops + CRR)	13.97%
d.	Amin Salaries	CARES	989,180.09	\$ 200,000.00	Projected Low Acuity Calls	Actual Cost
e.	Amin Salaries	Logistics	742,486.90	\$ 103,736.20	# of Personnel (Ops + CRR)	13.97%
f.	Amin Salaries	Performance Measurement	860,519.15	\$ 191,226.48	Planning Zones	22.22%
g.	Amin Salaries	Training	948,106.96	\$ -	Paid in Cost Per Member	Actual Cost
h.	Amin Salaries	Fleet	3,760,564.71	\$ 263,620.00	One FTE (1,446 hours)	Actual Cost
i.	Amin Salaries	IT	1,591,198.08	\$ 222,313.48	# of Personnel (Ops + CRR)	13.97%
j.	Amin Salaries	Facilities	715,609.44	\$ 124,453.82	# of Facilities	17.39%
k.	Amin Salaries	CRR - Administration	535,559.40	\$ 126,013.98	# of Personnel in CRR	23.53%
l.	Amin Salaries	CRR - Prevention & FIU	689,262.73	\$ 689,262.73	2 Capts, 2 FFs (BC-Capt-Capt-FF)	Actual Cost
m.	Amin Salaries	CRR - EM		\$ -	No Services	
n.	Amin Salaries	CRR - Pub Ed/ PIO	701,244.72	\$ 125,315.03	# of Personnel (Ops only)	17.87%
				\$ 2,614,589.83		
1	Goods & Services	Admin	604,381.46	\$ 84,440.87	# of Personnel (Ops + CRR)	13.97%
2	Goods & Services	Human Resources	173,508.18	\$ 24,241.61	# of Personnel (Ops + CRR)	13.97%
3	Goods & Services	Finance	113,883.93	\$ 15,911.24	# of Personnel (Ops + CRR)	13.97%
4	Goods & Services	Info Tech	1,117,904.45	\$ 156,187.49	# of Personnel (Ops + CRR)	13.97%
5	Goods & Services	IT Licensing		\$ 51,000.00	Broadband, Telestaff, ESO, 365	Actual Cost
6	Goods & Services	CARES	60,516.63	\$ -		Actual Cost
7	Goods & Services	Logistics	300,479.60	\$ 41,981.37	# of Personnel (Ops + CRR)	13.97%
8	Goods & Services	Planning	130,680.74	\$ 29,040.16	Planning Zones (# of Stations)	22.22%
9	Goods & Services	Training	848,516.77	\$ 261,965.33	# of Ops Personnel at \$5,100 each	Actual Cost
10	Goods & Services	Fleet	2,240,862.29	\$ 100,000.00	Estimate for Parts	Actual Cost
11	Goods & Services	Dispatch	265,980.00	\$ 353,408.58	# of Calls at 49.98 each	Actual Cost
12	Goods & Services	Operations	936,658.55	\$ 167,384.35	# of Personnel (Ops only)	17.87%
13	Goods & Services	Facilities	3,705,850.69	\$ 200,000.00	Estimate for 4 Fire Stations	Actual Cost
14	Goods & Services	CRR - Prevention	163,434.86	\$ 38,455.26	# of Personnel (CRR only)	23.53%
15	Goods & Services	CRR - Pub Ed, PIO, CR	43,155.64	\$ 7,712.07	# of Personnel (Ops only)	17.87%
				\$ 1,531,728.33		
A	Operations Salaries	District Chief	218,749.99	\$ 174,999.99	Per Station Captains	20.00%
B	Operations Salaries	Battalion Chiefs	210,177.51	\$ 560,473.35	Per Station Captains	66.66%
C	Operations Salaries	Captains	179,459.42	\$ 2,871,350.77	Actual Costs (CBA)	16
D	Operations Salaries	Engineers	165,171.94	\$ 3,303,438.85	Actual Costs (CBA)	20
E	Operations Salaries	Fire Fighters	159,218.83	\$ 1,910,625.91	Actual Costs (CBA)	12
F	Operations Salaries	Overtime Exposure		\$ 1,248,426.93	Average OT per Fire Fighter	\$ 24,257.00
		Contract Cost		\$ 10,069,315.80		
		<b>TOTAL COSTS</b>		<b>\$ 14,215,633.96</b>		

## **EXHIBIT B**

### **Community Risk Reduction (CRR)**

1. **Community Risk Reduction (CRR) Administration Services Provided to City** - The RFA will provide the following Fire Prevention Administration Services to the City:
  - a. Manage and supervise CRR Division personnel.
  - b. Administer CRR Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, and document management.
  - c. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - d. Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
  - e. Interpretations of fire codes.
  - f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
  - g. Provide for public access to the Fire and Life Safety Division.
  - h. Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping, and completion of payroll documents as needed.
  - i. Document management within the CRR Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - j. Permit process activities within the CRR Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - k. Resolve code complaints or inquiries from the public to include data entry, file creation, and routing of information. Review and sign voluntary correction agreements.
  - l. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Department of Community Development (DCD) on these inspections as needed.

- m. Ensure performance of all duties necessary to enforce the fire codes.
  - n. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
  - o. Perform all other tasks related to the provision of CRR Administration Services.
2. **Fire Prevention Code Enforcement Services Provided to City.** The RFA will provide the following Fire Prevention Code Enforcement Services to the City:
- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Department of Community Development (DCD) on these inspections as need.
  - b. Inspect businesses that are required to have fire code permit(s).
  - c. Investigate and resolve fire code violation complaints or inquiries, which includes issuance of appropriate citations after consultation with the City. Coordinate with the City's Department of Community Development (DCD) on code violations or complaints. **The City will remain responsible for any required judicial enforcement or collection actions.**
  - d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by Tukwila Municipal Code Title 16 (Buildings & Construction), which includes issuance of appropriate citations after consultation with the City.
  - e. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
  - f. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
  - h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.
3. **Fire Prevention Development Services Provided to City.** The RFA will provide the following Fire Prevention Development Services to the City:
- a. Management of the Knox/Supra rapid entry program.

- b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time frames and through close coordination the Director of the City's Department of Community Development (DCD) and other City departments.
- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Department of Community Development (DCD) for the issuance of Certificates of Occupancy.
- d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
- e. Approve of hydrant placement on public and private projects.
- f. Approve of Addressing on public and private projects.
- g. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
- h. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, the identification of next steps for problematic systems, and the issuance of fines for false alarms consistent with TMC Section 8.08.040.
- i. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
- j. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's Department of Community Development (DCD) as agreed between both parties.
- k. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
- l. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to Department of Community Development (DCD) identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with DCD in pursuing further actions to address the identified issues. City will remain responsible for code enforcement actions, however the RFA will issue appropriate citations after consultation with

the City. **The City will remain responsible for any required judicial enforcement or collection actions.**

4. **Fire Prevention Services Staff Dedicated to City.** The RFA will assign staff for the provision of Fire Prevention Services to the City as needed to meet the workload described in this exhibit. The City is providing two (2) Fire Fighter positions, and two (2) Captains positions to the FMO to supplement the existing staff.
5. **Timeline of Work Provided.** All work performed by the Fire Prevention Division will be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
6. **Fire Marshal/Fire Code Official Reports to Mayor.** The Fire Marshal/Fire Code Official will provide reports to the Mayor (or designee) as requested. While the Fire Chief will have the authority to direct the work of the employees providing Fire Prevention Services, the Mayor (or designee), will have authority to set the desired outcomes of the Fire Prevention staff.
7. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City will be the sole property of the City and payable to the City. The RFA will establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and will immediately transmit all such money collected to the City.

## **EXHIBIT C**

### **PUBLIC EDUCATION**

1. Public Education Services Provided to the City - The RFA will provide the following Public Education services to the City:
  - a. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - b. Fire Safety classes in each of the City's elementary, middle, and high schools, when permitted by the schools.
  - c. Support and participation in providing tours of the fire stations.
  - d. Provide CPR and First Aid classes.
  - e. Support and participation in a bicycle and life jacket program.
  - f. Support and participation in smoke detector program.
  - g. Public Information Officer (PIO) at emergency scenes as needed.
  - h. Provide live fire demonstrations for special events.
  - i. In coordination with the Fire Investigation unit (FIU), provide intervention and counseling of juvenile fire setters.

## **EXHIBIT D**

### **FIRE INVESTIGATION UNIT (FIU)**

The Fire Investigation Unit (FIU) is currently staffed with both of Tukwila and RFA certified fire investigators under a separate Interlocal Agreement. This Agreement shall replace the existing Fire Investigations Interlocal Agreement in its entirety.

1. The RFA will provide origin/cause fire investigations to the City including but not limited to 24/7 standby fire investigation coverage.
2. The City will provide law enforcement support to the RFA as needed to assist with the investigation of incendiary fires in Tukwila.
3. Fire Investigators may work out of Tukwila facilities as necessary to promote efficiency of the FIU's time and the needs of the City's and RFA's service areas.
4. The FIU will investigate fires throughout the RFA's service area. All investigation service priorities will be equitable between the City and the RFA.
5. All FIU investigators will share in the associated standby burden.
6. The FIU will provide a monthly report, in a format mutually agreeable to both the City and the RFA, of all fire investigations performed, including but not limited to the status and disposition of each fire investigation.

## **EXHIBIT E**

### **EMERGENCY MANAGEMENT SERVICES**

**1. Emergency Management Services Staff Dedicated to City:** The RFA will support *as needed to assist* the City of Tukwila Emergency Manager with the following Emergency Management Services:

**a. Compliance issues:**

- i.** Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current Tukwila CEMP is on file with Washington Emergency Management Division (WA EMD).
- ii.** Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council.
- iii.** Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD.
- iv.** Monitor, manage and ensure that all City of Tukwila permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements.

## **EXHIBIT F**

### **INFORMATION TECHNOLOGY**

Consistent with Section 3.7, the City shall provide to the RFA its existing Information Technology equipment identified as follows:

1. WiFi Access Points – Eight (8) RUKUS access points
2. Phone System – Fifteen (15) IP 480s & Five (5) IP 420s
3. Desktop Computers – Fifteen NUC workstations
4. Mobile Data Computers (MDCs) – Nine (9) ruggedized units
5. Mobile Routers – Nine (9) 5G routers
6. Cellular Phones – Fifteen (15) iPhones
7. Mobile Laptop Computers – Six (6) Laptop Computers

**EXHIBIT G**

**REAL PROPERTY (FIRE STATIONS)**

**Fire Station 51** – 17951 Southcenter Parkway, Tukwila, Washington, 98188

**Parcel No.** 352304-9008

**Legal Description:** 4202NEW PARCEL "C" DESCRIBED AND DELINEATED IN CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO L 13-005 RECORDING NO 20130227900005 (BEING A PORTION OF NE QTR NW QTR STR 35-23-04); TGW ADJOINING PORTION OF N HALF OF S 178TH ST VACATED BY CITY OF TUKWILA ORDINANCE NO 2400 RECORDING NO 20160120000736; TGW ADJOINING PORTION OF SOUTHCENTER PARKWAY VACATED BY CITY OF TUKWILA ORDINANCE NO 2240

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**Fire Station 52** – 15477 65<sup>th</sup> Ave South, Tukwila, Washington, 98188

**Parcel No.** 359700-0320

**Legal Description:** INTERURBAN ADD TO SEATTLE LOT 17 LESS PORTION LY NLY OF FOLLOWING DESCRIBED LINE - BEGIN SW CORNER OF LOT 17 TH NORTH 210 FEET TH N 89-47-00 E TO WLY MARGIN OF 65 TH AVE S LESS POR DAF - POR OF LOT 17 DAF - BAAP OF C/L OF RENTON-THREE TREE PT NO 2649 & W LN OF SEC 23-23-04 SD PT BEING ENG STA 135+29.92 FR WCH SW COR OF SD SEC 23 BEARS S 0-11-42 E 2044.06 FT TH S 84-51-48 E 1647.24 FT TH ON A CRV TO RGT HAVING A RAD OF 955.37 FT 360 FT TH S 63-15-48 E 359.18 FT TH ON A CRV TO LFT RAD OF 5729.65 FT 370 FT TH S 66-57-48 E 1162.53 FT TH ON A CRV TO LFT HAVING A RAD OF 716.34 FT 442.40 FT TH N 77-38-42 E 201.68 FT TH LEAVING SD C/L OF SD RD & RUNNING N 00-14-00 E 272.03 FT TH S 00-14-00 W 87.94 FT M/L TO NWLY MGN OF VAC MACADAM RD TH S 49-00-00 W ALG SD NWLY MGN 106.38 FT TH N 00-14-00 E 312.55 FT M/L TO S LN OF LOT 17 IN SD PLAT & TPOB TH CONT N 00-14-00 E 150 FT TH S 88-24-47 E PLW NLY LN OF SD LOT 17 170 FT M/L TO SWLY MGN OF 65TH AVE S TH SELY ALG SD MGN TO SE COR OF SD LOT 17 TH N 89-09-00 W ALG S LN OF LOT 17 TO TPOB LESS POR LYINING WITHIN M. W. ADD LESS RD

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**Fire Station 53** – 4202 South 115<sup>th</sup> Street, Tukwila, Washington, 98168

**Parcel No.** 335140-0825

**Legal Description:** HILLMANS CD MEADOW GARDENS #3 LOTS 1 THRU 15 BLOCK 26 TGW LOTS 1 THRU 12 BLOCK 27 TGW LOTS 1 THRU 15 BLOCK 28 TGW

UNIMPROVED AND VACATED SOUTH 114TH STREET AND SOUTH 115TH STREET -  
TUKWILA ORDINANCE NO 1750 EFFECTIVE DATE AUGUST 20, 1995

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**Fire Station 54** – 4237 South 144<sup>th</sup> Street, Tukwila, Washington, 98168

**Parcel No.** 004000-0365

**Legal Description:** ADAMS HOME TRS LESS CO RD

## EXHIBIT H

### GEAR

The following Fire Fighting Equipment and Gear, will be transferred to the RFA:

1. Self Contained Breathing Apparatus (SCBA) – 47 MSA G1 Packs, 100 MSA G1 Face Masks.

MODEL: MSA G1	1	E0040150870AD321	25	E0040150870B18D9
47 - SCBAs	2	E0040150870AD334	26	E0040150870B1A0B
100 - Masks	3	E0040150870ADDE5	27	E0040150870B1CA3
	4	E0040150870AEACA	28	E0040150870B1D85
	5	E0040150870AEC06	29	E0040150870B1D92
MODEL: G1 Face Masks	6	E0040150870AEC0A	30	E0040150870B2009
17 Large	7	E0040150870AEC0B	31	E0040150870B2126
75 Medium	8	E0040150870AF0D2	32	E0040150870B212C
8 Small	9	E0040150870AF526	33	E0040150870B224D
	10	E0040150870AF663	34	E0040150870B234A
	11	E0040150870AF6E0	35	E0040150870B2424
	12	E0040150870AFB2	36	E0040150870B246D
	13	E0040150870B03F8	37	E0040150870B2569
	14	E0040150870B0815	38	E0040150870B2B22
	15	E0040150870B0890	39	E0040150870B2B34
	16	E0040150870B0DAA	40	E0040150870B34C6
	17	E0040150870B0DC9	41	E0040150870B35A7
	18	E0040150870B10DB	42	E0040150870B35D4
	19	E0040150870B125A	43	E0040150870B3CCA
	20	E0040150870B1310	44	E0040150870B3F18
	21	E0040150870B13FA	45	E0040150870B49B3
	22	E0040150870B15B6	46	E0040150870B5547
	23	E0040150870B16DE	47	E0040150870B56EE
	24	E0040150870B17D5		

2. One Hundred and thirteen (113) 45-minute bottles, twelve (12) 60-minute bottles, and ten (10) SABA bottles.

		45 Minute				60 Minute			SABA
1	ACU108861	28	ACU268210	55	ACU268238	82	ACU268266	109	ACU66281
2	ACU108893	29	ACU268211	56	ACU268239	83	ACU268267	110	ACU66294
3	ACU109043	30	ACU268212	57	ACU268240	84	ACU268268	111	ACU66295
4	ACU109349	31	ACU268214	58	ACU268241	85	ACU268269	112	ACU67061
5	ACU109479	32	ACU268215	59	ACU268243	86	ACU268270	113	ACU67121
6	ACU109504	33	ACU268216	60	ACU268244	87	ACU268271	1	AGD12996
7	ACU109583	34	ACU268217	61	ACU268245	88	ACU268272	2	AGD13308
8	ACU109900	35	ACU268218	62	ACU268246	89	ACU268273	3	AGD24062
9	ACU142224	36	ACU268219	63	ACU268247	90	ACU268274	4	AGD3672
10	ACU142486	37	ACU268220	64	ACU268248	91	ACU268275	5	AGD3906
11	ACU142569	38	ACU268221	65	ACU268249	92	ACU268277	6	AGD62036
12	ACU142706	39	ACU268222	66	ACU268250	93	ACU268278	7	AGD62037
13	ACU142975	40	ACU268223	67	ACU268251	94	ACU268279	8	AGD62038
14	ACU143041	41	ACU268224	68	ACU268252	95	ACU268280	9	AGD62039
15	ACU16928	42	ACU268225	69	ACU268253	96	ACU268281	10	AGD62040
16	ACU16929	43	ACU268226	70	ACU268254	97	ACU268282	11	AGD64358
17	ACU16938	44	ACU268227	71	ACU268255	98	ACU275717	12	AGD64414
18	ACU16943	45	ACU268228	72	ACU268256	99	ACU63391	1	KT9662
19	ACU16944	46	ACU268229	73	ACU268257	100	ACU64552	2	KT9640
20	ACU268200	47	ACU268230	74	ACU268258	101	ACU64710	3	KT9634
21	ACU268201	48	ACU268231	75	ACU268259	102	ACU64719	4	KT9619
22	ACU268202	49	ACU268232	76	ACU268260	103	ACU64727	5	KT14716
23	ACU268204	50	ACU268233	77	ACU268261	104	ACU64747	6	KT14700
24	ACU268205	51	ACU268234	78	ACU268262	105	ACU64787	7	KT14695
25	ACU268206	52	ACU268235	79	ACU268263	106	ACU64788	8	KT14694
26	ACU268207	53	ACU268236	80	ACU268264	107	ACU66272	9	KT14690
27	ACU268209	54	ACU268237	81	ACU268265	108	ACU66275	10	KT14685

3. Bunker Gear – 96 sets of firefighting gear, gloves, boots, hoods, coats, pants, and suspenders.
4. Five (5) LifePak 15 defibrillators, Fifteen (15) LP15 batteries, and Four (4) LP15 Charging stations.
5. Five (5) Bullard EXT Thermal Imaging Cameras.
6. Tools – Hydraulic Rescue Tools, hand tools, specialty tools.
7. EMS gear – Backboards, suction machines, backboards, etc.
8. Fire Fighting Hose, appliances, and brass.
9. Portable Radios, Mobile Radios, and Base Radios.

**EXHIBIT I**  
**RECORDS MANAGEMENT**

**1.1. Record Ownership.**

(a) RFA records ("RFA Records") shall include:

(i) All records prepared, owned, used, or retained by the RFA related to the performance of its statutory and contractual duties.

(ii) All City Records actually received by the RFA pursuant to this Interlocal Agreement as part of a Transfer of Custody Agreement.

(b) City records ("City Records") shall include:

(i) All records of the Tukwila Fire Department prepared, owned, used, or retained by the City related to the performance and operation of the Tukwila Fire Department for all periods prior to January 1, 2023 that remain in the custody of the City.

(ii) All records prepared, owned, used, or retained by the City in relation to fire prevention, fire investigations, and emergency management services provided by the RFA to the City.

(c) The Parties recognize that physical custody of RFA Records or City Records may not be determinative of whether the records are RFA Records or City Records, and the Parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act (chapter 42.56 RCW).

**1.2. Records Custodian.** Except as provided below, the RFA will be the primary records custodian of all RFA Records. The City will be the primary custodian of all City Records. On or after January 1, 2023, the City shall transfer custody of personnel, training vehicle maintenance and other Tukwila Fire Department records requested by the RFA.

**1.3 Records Retention.** Both parties shall be responsible for compliance with all legal requirements relating to public records in their physical custody (paper or electronic) including, but not limited to; records retention and destruction, in accordance with applicable records retention requirements, including chapters 40.14 RCW (Preservation and Destruction of Public Records) and 42.56 RCW (Public Records Act).

**1.4. Requests for Records.** The Parties recognize that some City Records may be in the custody of the RFA and some RFA Records may be in the custody of the City. The Parties agree to the following process to provide a method of responding to records requests received through subpoenas and/or the Public Records Act, or records otherwise requested by the City or the RFA. The method set forth in this exhibit shall serve only as a guideline and may be altered from time to time as necessary.

(a) In the event the one party receives a public record request, subpoena, or other request for that party's records in the custody of the other party, the following process may be followed:

(i) Except as otherwise provided below, the party receiving the request ("Receiving Party") will advise the other party in writing that the request has been

received. The other party will respond to the Receiving Party within a reasonable time frame to allow the Receiving Party to prepare a response to the requestor prior to the end of five (5) business days, either with the records, or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

(ii) The other party will provide copies, at its sole cost and expense, except as provided in Section 1.5 herein, directly to the Receiving Party. For responsive records that exist only in paper form, the other party shall scan reasonable quantities (up to 100 pages), at the discretion of the other party, and make those available to the Receiving Party via a file transfer protocol (FTP) site. For requests with a large volume of paper records, the Receiving Party shall be responsible for picking up the paper records from the other party. RFA staff may be required to provide assistance and input as to the location of paper records that remained in the City's physical custody after December 31, 2022. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

(iii) Regardless of who is the "Receiving Party," responsibility for providing records in response to requests received through subpoenas and/or the Public Records Act that may require records stored in multiple City departments, as well as Fire-related records, shall be shared between both parties and handled as follows:

The City shall be responsible for providing responsive records from City departments—except Fire-related records—directly to the requestor. Examples: Building permits, Certificates of Occupancy, Notices of Violation (except Fire codes), Public Works permits.

The RFA shall be responsible for providing responsive records directly to the requestor that are Fire-related records. Examples: Violations of Fire codes, underground/aboveground storage tank information, life safety permits and plans.

(iv) The Receiving Party will remain responsible for communicating with the records requestor in compliance with all legal obligations based on the above processes. The Parties shall jointly work to determine which records are to be disclosed to the requesting party and, if the request was submitted under the Public Records Act, which records are exempt from disclosure. Each party providing records to a requestor based on the above processes shall be responsible for obtaining review by Legal and assigning redaction(s) as needed and providing an exemption log.

(v) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they

will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

**1.5. Digitized Records.** Any records that have been digitized and are available on either party's public-facing website shall be searched and provided (with training as needed from the other party) by the Receiving Party in response to a subpoena or records request, or as needed for continuity of operations. The PSRFA shall continue to work collaboratively with the City to complete the digitization process for Fire records that were not completed prior to December 31, 2022.

**Records for which digitization is planned by end of 2022:**

HazMat Incident Reports

"Business Files," which contain:

- Correspondence with businesses
- Fire watch forms and confidence testing
- Inspections
- Code violations/Notice of Violation
- Some operational permits (*e.g.*, temporary tent)

Residential records

Underground and Aboveground Storage Tanks

Permits / Plans (life safety systems)

Southcenter Mall records

**Paper records for which no digitization is planned:**

Fire Investigations [sensitive content]\*

Incident Reports [sensitive content]\*\*

Training records prior to joining SKCFTC\*\*\*

Administrative records

Emergency management [Tukwila Police Dept.)

\* ILA with PSRFA FIU signed 3.16.2022

\*\* Medical Incidents = August 2017;

Fire Incidents = March 31, 2021

\*\*\* Joined SKCFTC for training in 2014

**EXHIBIT J**  
**EMPLOYEES**

Rank	Seniority	Last Name	First Name	Date of Hire	Rank	Seniority	Last Name	First Name	Date of Hire
Battalion Chief	1	Waller	Jack	5/16/1989	Engineer	32	Keller	Levi	3/27/2014
Captain	2	Rodal	Bill	7/17/1989	Engineer	33	Faire	Brody	8/18/2014
Captain	3	Custer	Kory	8/19/1991	Engineer	34	Doctor	Matt	1/5/2015
Engineer	4	Czuleger	Matt	10/1/1992	Engineer	35	Quinn	Andrew	3/25/2015
Captain	5	Rees	Rich	10/3/1994	Engineer	36	Rasmussen	Ben	3/25/2015
Captain	6	Lucero	Brian	9/15/1995	Captain	37	Upton	Mason	3/25/2015
Engineer	7	McCone	Dan	9/9/1996	Captain	38	Tursi	Jordan	8/17/2015
Captain	8	Morales	Mark	9/9/1996	Engineer	39	Thompson	Daniel	8/17/2015
Engineer	9	Woolley	Chuck	1/12/1998	Captain	40	Dunkley	Eric	10/27/2015
Battalion Chief	10	Konieczka	Jason	4/27/1998	Engineer	41	Paglia	Joseph	8/29/2016
Captain	11	Willis	Brian	7/20/1998	Engineer	42	Tappert	Mike	8/29/2016
Engineer	12	Kim	Brandon	1/4/1999	Engineer	43	Geotsch	Mark	1/3/2017
Battalion Chief	13	Berg	Ryan	4/1/2000	Engineer	44	Murrell	Cory	1/3/2017
Engineer	14	Popejoy	Toby	4/1/2000	Engineer	45	Knutti	Michael	9/1/2018
Engineer	15	Rookstool	Ed	7/20/2000	Engineer	46	Aguilar	Charles	9/1/2018
Captain	16	Nichols	Jeff	11/19/2002	Fire Fighter	47	Goin	Kevin	9/1/2018
Engineer	17	Whitcutt	Roy	2/12/2003	Fire Fighter	48	Miller	Troy	2/1/2019
Captain	18	Evans	Jim	2/9/2004	Fire Fighter	49	Naemura	William	2/1/2019
Engineer	19	Duffy	Brian	6/16/2004	Fire Fighter	50	Smith	Lincoln	1/27/2020
Battalion Chief	20	Nevens	Andy	2/1/2005	Fire Fighter	51	MacMillan	Sean	1/16/2021
Captain	21	Williams	Ben	3/16/2005	Fire Fighter	52	Averre	Justin	8/16/2021
Captain	22	Curl	Joel	9/16/2005	Fire Fighter	53	Turner	Adam	8/16/2021
Captain	23	Johnson	Aaron	2/1/2006	Fire Fighter	54	Hutchinson	Ali	1/24/2022
Captain	24	Browning	Cathy	9/5/2006	Fire Fighter	55	Fink	Aaron	1/24/2022
Captain	25	Smith	Patrick	1/16/2007	Fire Fighter	56	Glen	Patrick	1/24/2022
Captain	26	O'Brien	Patrick	12/17/2007	Recruit	57	Padilla	Josh	1/24/2022
Captain	27	Booth	James	5/4/2009	Recruit	58	Park	Edward	1/24/2022
Captain	28	Perry	Joel	5/17/2010	Fire Fighter	59	White	Seth	1/24/2022
Battalion Chief	29	Kelch	Josh	5/17/2010	Recruit	60	Fifield	Mandy	8/1/2022
Captain	30	Fink	Matt	7/17/2012	Recruit	61	Morales	Julian	8/1/2022
Engineer	31	Hartjoy	Jeffrey	4/1/2013					

**EXHIBIT K**  
**RETIREMENT MANAGEMENT PLAN (RMP)**

Initials of Retiree	Benefit Ends
KB	8/31/2023
WB	9/30/2023
JB	1/31/2025
DT	6/30/2025
CM	2/28/2026
RE	6/30/2029
JS	2/28/2031

**EXHIBIT L**  
**FLEET LIST**

Assignment	Year	Make	Model	VIN/HIN	Purchase
Reserve Ladder	2006	Pierce	Aerial	4P1CD01E86A006442	\$ 971,676
Primary Engine	2014	Pierce	Velocity	4P1CV01N1EA014488	\$ 685,447
Reserve Engine	2014	Pierce	Velocity	4P1CV01N3EA014489	\$ 689,732
Reserve BC Buggy	2016	Ford	F250	1FT7W2B62GEC04693	\$ 81,602
Primary Engine	2019	Pierce	Velocity	4P1BAAGF7KA020417	\$ 884,729
Primary Ladder	2019	Pierce	Velocity	4P1BCAGF6KA020211	\$ 1,558,271
Primary Engine	2019	Pierce	Velocity	4P1BAAGF9KA020418	\$ 883,853
Primary BC Buggy	2020	Ford	F250	1FT7W2B64LED97195	\$ 87,947
Primary Aid Unit	2021	Dodge	4500	3C7WRLBL6MG692150	\$ 286,260.57
Utility	2010	Ford	F550	1FDAW5HR0AEA09056	\$ 43,259
FMO (FIU)	2017	Ford	F250	1FT7X2A65HEB86030	\$ 46,332
Administration	2017	Ford	SUV	1FM5K8AR5HGD67230	\$ 53,502
FMO	2017	Ford	SUV	1FM5K8AR7HGD67231	\$ 53,586
Administration	2017	Ford	SUV	1FM5K8AR2HGD67184	\$ 53,485
Training	2019	Ford	F250	1FT7W2B60KEF81712	\$ 62,216
Training	2019	Ford	F250	1FT7W2B62KEF81713	\$ 61,893
Administration	2020	Ford	SUV	1FM5K8AW3LGB95701	\$ 66,650
Trailer (Rescue)	1978	Homemade	6x12	WA7656402	N/A
Trailer (HazMat)	2000	Avenger	32'	4T6WB3231YM013931	\$ 24,562
Utility	2005	Whiteman	Light	4GNLT09135B901770	\$ 9,857
Utility	2005	Haulmark	Air	16HPB12235G071972	\$ 68,457
Utility	1990	Hyster	Forklift	S/N: B177B02274L	\$ 11,892
Trailer	2009	EZ Loader		1ZEAAARC99A168759	\$ 3,540
Boat	2010	Woolridge	Alaskan	HIN: WLG20248B010	\$ 46,755
Trailer (MCI)	2010	Wells Cargo	8.5x22	1WC200K21A4073652	\$ 25,518
Trailer (MCI)	2010	Wells Cargo	8.5x22	1WC200K2XA4073651	\$ 25,403