REGIONAL FIRE AUTHORITY
PLANNING COMMITTEE
October 30, 2014

Present:

Jay Covington, Chief Admin Officer
Marcy Palmer, Renton City Council
Ed Prince (Chair), Renton City Council
Mark Chubb, Chief KCFD #20
Iwen Wang, FIT Administrator
Nancy Carlson, HR_RM
Lt. Will Aho, Local 864
Brian Beckley, Renton Reporter
Kerry Abercrombie, KCFD #25
Myron Meikle, KCFD #25
Ray Barilleaux, KCFD #25
Mark Peterson, Fire Chief
Chad Michael, Deputy Fire Chief
Julie Bray, KCFD #25 District Liaison
Brian Snure, Atty Snure Law

1. Chief Peterson introduced Brian Snure from Snure Law. Mr. Snure gave a brief history of the area Regional Fire Authorities. He was contacted by Ms. Wang for assistance. He gave a review of the proposed draft RFA Plan (attached):
   - We would be creating a separate entity by contracting between the City of Renton and King County Fire District #25.
   - By statute, an RFA can be formed on July 1st or January 1st; this dictates when taxes can be collected.
   - The RFA Plan will be submitted to the voters of the County and City as a single ballot measure that must be approved by a 60% vote. If the Plan fails, Renton Fire will continue to provide the service level prior to the vote.
   - If the Plan fails, the Fire District will remain a separate entity and continue to exist, unless dissolved by the Board.
   - If the Plan fails, it can always be put forth to the voters again.
   - If the Plan passes, the contract with Fire District #40 would be covered by the RFA, not the City. Fire Service should not be affected.
   - Any annexations would automatically transfer to the RFA. If the entire District is annexed into the RFA, the District would be dissolved.
   - District #20 would need to be annexed into the RFA upon approval of their voters.
   - The City of Renton can continue to annex from both District #25 & #40. The RFA is responsible for coverage even though the City is doing the annexing.
   - Councilmember Prince asked about the even number of members on the Governance Board. In the event of a tie, what would the procedure be? Commissioner Meikle suggested a non-voting member. Mr. Snure informed them that the issue should be addressed by the Planning Committee.
   - The City of Renton has the responsibility for investigating fires, inspecting businesses and Public Education. If the RFA would like to take on those responsibilities, all fees generated would go to the RFA.
   - The District's Reserve Fund would be absorbed by the RFA. There would still be a Board of Commissioners that would meet if an issue arose.
   - Commissioner Barilleaux asked about the long-term care insurance the District has for its three LEOFF I retirees. Mr. Snure informed him that if the policy can't be transferred, that would stay with the District. The Planning Committee would have to build the language for the insurance into the Plan.

- The division of assets was discussed by Mr. Snure. Each City/District does it differently – the Planning Committee would have to work the issue through with the City.

2. Ms. Wang gave a presentation on the Service Benefit Charge (attached):
   - There are two ways the RFA can be funded. One would be to keep the $1.50/Assessed Valuation; the other would be to lower that to $1.00/Assessed Valuation plus a Service Benefit Charge (SBC).
   - The RFA and the SBC would be on the same ballot. Both would have to pass before the RFA could be formed.
   - The SBC can be up to 60% of the operating budget; most RFAs keep it around 40%
   - Since Boeing maintains their own fire department, they are exempt from the SBC.

3. Chief Peterson brought up Fire District #20's participation in the Planning process:
   - Chief Chubb informed the Committee that 20% of District #20 calls are to non-taxed properties.
   - After discussion, the Committee endorsed District #20's participation in the Planning Committee. Chief Chubb was comfortable with a non-voting role. Commissioner Meikle made a motion to allow District #20 into the discussions as a non-voting member. Seconded by Councilperson Palmer. Motion passed unanimously.
   - Commissioner Meikle voiced his concern over District #20's bargaining unit. Lt. Aho remarked that Renton's Local 864 is open to discussions with their bargaining unit.

4. Deputy Chief Michael discussed the Citizen Advisory Committee:
   - Their main objective is to bring information back to the Planning Committee on any concerns or questions the citizens might have.
   - A Mission Statement and Objectives will be developed to assist the Advisory Committee.
   - Councilmember Palmer would like to see more names on the prospective member list. The majority of the people on the list are ones that are always tapped for service.
   - Chief Peterson requested that any further names be sent to him right away so he can start contacting them.
   - Commissioner Abercrombie suggested Richard Keltner – he will get the contact information to Chief Peterson.

5. The next meeting of the Planning Committee is tentatively set for November 20th at 2:00 pm at Fire Station #13.

Recorded by:
Julie Bray, District Liaison

RFA Planning Committee

Facilitator: Chief Mark Peterson	**Meeting Number:** 2
Meeting date: 10/30/2014	**Meeting start time:** 14:00
Minutes taken by: Julie Bray	**Meeting end time:** 16:00

I. Agenda Items:

1.	Review Draft RFA Plan
2.	Fire Benefit Charge
3.	King County Fire District #20 Participation
4.	Citizens Advisory Committee
5.	Future RFA Meeting Dates and Times

II. Discussion/Decision Items:

	Topics
1.1	
1.2	
1.3	
1.4	
1.5	

III. Action Assignments:

	Description	Person Responsible	Due Date
1.			
2.			
3.			
4.			
5.			
6.			

IV. Next meeting:

Meeting date:	11/20/2014
Meeting start time:	14:00
Meeting end time:	16:00

DRAFT RFA PLAN TEMPLATE

Renton-King County Fire Protection District 25 RFA Planning Committee

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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

Marcie Palmer, Renton City Council

Armondo Pavone, Renton City Council

Ray Barilleaux, Fire District 25 Commissioner

Myron Meikle, Fire District 25 Commissioner

Kerrie Abercrombie, Fire District 25 Commissioner

Steering Committee

SECTION 1	Background & Needs Statements
Revision	The **BACKGROUND & NEEDS STATEMENTS** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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.

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. 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 25 have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our citizens within the confines of available resources.

5. Cooperation and the partnership between the City of Renton and King County Fire District 25 began with an inter-local 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 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 (**Department Name**) **RFA 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 the earlier of January 1 or 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 calculation method and formula is described in Appendix B of this plan.

1.6. "***Interlocal Agreement***" means

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

1.8. "***RCW***" means Revised Code of Washington.

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. ***"Regional Fire Authority"*** or ***"RFA"*** 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
Revision	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.
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 __?? Regional Fire Authority shall be formed on, _____, 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.

6. If the RFA Plan is not approved by 60% of the voters, then operations relating to the services set forth herein revert to the service level provided by Renton Fire&ES Department. (since we will have "enhancements" built in, we will not be able to provide services described in the plan.)

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.

SECTION 4	JURISDICTIONAL BOUNDARIES
Revision	The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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 and legal descriptions 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, which the City shall assign to the RFA on the Effective Date.

B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF RFA.

1. Boundary Changes that do not require a 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 a 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.

SECTION 5	GOVERNANCE
Revision	The **GOVERNANCE** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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 consist of XXX current seated elected officials from the City to be appointed by the City Council and XXX current seated member of Board of Director from the District. There shall also be a nonvoting member, representing contracting agencies. The nonvoting member shall be a current seated elected official from a fire district or a city that contracts the RFA.

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 and ORGANIZATIONAL STRUCTURE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 6	FUNDING and FINANCE
Revision	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.
Adopted	
Revised	

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

5. **Permit, Plan Review, and inspection fees.** City boundaries to RFA. 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**Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and 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.

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 **Exhibit __**.

   2.2. The personal property identified in **Exhibit __.**

   2.3. The following City funds:

   2.4. The City's Fire and Emergency Services Operating Agreement Dated February 8, 2008 between the City and King County Fire Protection District No. 40

   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.

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 Debt.**

2. **City Debt.**

3. **Future District Expenses.** All future costs incurred by the District beginning in 2016 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	ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION
Revision	The **ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE.

1. **Organizational Chart.** 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 employee services and benefit administration functions of the RFA shall be provided by the RFA:

   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;

   2.2. Health Insurance?

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

   2.4. Payroll services?

2.5. Legal Services?

2.6. Accounting Services?

2.7. Fleet Maintenance?

2.8. Facilities, IT, communication

3. **City Retained Administrative Service Responsibilities.** The City of Renton shall continue to provide the following services pursuant to the terms of an interlocal agreement:

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

   3.2. Civil Service Board? (city may not need to continue CSB)

   3.3. Others?

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
Revision	The **OPERATIONS AND SERVICES** section of The **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

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 over on to 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 pursuant to an inter-local agreement to be negotiated prior to the effective date.

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 pursuant to an inter-local agreement to be negotiated prior to the effective date.

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 Fire Prevention Division, shall be transferred over to the RFA.

1.2. The RFA Fire Prevention Division shall be organized as provided in **Appendix __.**

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 inter-local agreements referenced herein, the transfer of authority and the Fire Prevention Division of the RFA shall be seamless and shall initially model the current Fire Prevention Division of the City of Renton Fire Department.

1.5. The City of Renton will retain code enforcement authority in accordance with Washington State Law within its jurisdiction and, except as provided in the interlocal agreement shall provide the necessary legal and police support for enforcement of code enforcement issues.

1.6. The City of Renton shall retain fire investigation authority in accordance with Washington State Law within its jurisdiction and, except as provided in the interlocal agreement shall provide the necessary legal 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 and, except as provided in the interlocal, shall provide legal and police support as needed to provide emergency management services

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.

Financing Fire Services & Fire Benefit Charge

Planning Committee Meeting

October 30, 2014

Authority to use Fire Benefit Charge

- RCW 52.18.010 authorizes fire protection districts to use fire benefit charge to supplement property tax since 1974.
- RCW 52.26.180 provides regional fire authorities the same option.
- RCW 35.13.256 allows cities annexed all or part of a fire district since 2006 to use FBC to enhance fire protection services.

Fire District/Authority Funding Mechanism

District Without FBC

Property Tax:
Up to $1.5
per $1000 AV

RFA With FBC:

Property Tax:
Up to $1.0
per $1000 AV

+

Fire Benefit
Charge up to
60% Opr Bgt

City/Regional Fire Authority Funding

City Department

Property Tax:
Up to $3.325
per $1000 AV

City & RFA

City Portion — Property Tax: Up to $2.325

+

RFA — Property Tax: Up to $1.0 + FBC up to 60% Opr Bgt

=

Total — Property Tax: Up to $3.325 + FBC up to 60% Opr Bgt

How much will be raised by FBC

- Service level and cost as approved by the Board

  Less: property tax

  Less: other revenues (EMS levy, permit fee etc.)

  = Amount to be raised from FBC

- FBC can not exceed 60% of operating budget

How is FBC Calculated

Must be reasonably proportioned to the measurable benefits resulting form the services provided.

Formula Used:

- $\sqrt{Total\ Improvement\ Sq\ Ft}$ x 18
  X Category Factor (by type and size of a structure)
  X Fire Flow Factor (cost per gallon)
  X Response Factor (by type and size of structure)
  X Risk Factor (by risk of fire hazard)
  X Risk Discounts (Commercial properties with alarms, sprinklers.)

Sample Fire Benefit Charge Formula 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

	Total square footage of structure(s)															
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 - No-Max
Residential	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83
Mobile Homes	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76
Apartments	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	3.25	3.25	3.25	6.70	6.70	8.60	11.10	14.25
Commercial	1.00	1.00	1.00	1.00	1.20	1.20	1.20	1.40	1.40	1.40	1.50	1.50	2.05	2.05	3.00	3.00
Fire Flow Factor:*	0.31															
Response Factor:**																
Residental	1.05	1.13	1.35	1.65	1.65	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Manufactured Homes	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
Apartments	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54	1.54
Commercial	1.18	1.18	1.18	1.18	1.18	1.18	1.75	1.75	1.75	2.65	4.20	4.20	4.20	4.20	4.20	4.20
Risk Factor:***																
Light/Ordinary Hazard	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
Extra Hazard - 1	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30
Extra Hazard -2	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40
Discounts:																
Automatic Fire Sprinklers	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Automatic Central Alarm	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Agricultural	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25

*Fire flow factor is the number needed to generate the required fire benefit charge to support the Governing Board approved service level.

**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.

Fire Benefit Charge Factors and Totals for 2014

Fire District	AL	Residential	0.83	Cost Per Gallon	0.31	Sprinkler	0.9
				Mobile Home	0.76	Agriculture	0.25

Apartments - Multi Family		Max Sq Ft
Multi Family 1	1.6	15,000
Multi Family 2	3.25	50,000
Multi Family 3	6.7	140,000
Multi Family 4	8.6	200,000
Multi Family 5	11.1	300,000
Multi Family 6	14.25	No Max

Commercial	Factor	Max Sq Ft
Commercial 1	1	4,000
Commercial 2	1.2	10,000
Commercial 3	1.4	30,000
Commercial 4	1.5	100,000
Commercial 5	2	200,000
Commercial 6	3	No Max

Residential ERF	Factor	Max Sq Ft
Residential 1	1.05	1,800
Residential 2	1.13	2,700
Residential 3	1.35	3,600
Residential 4	1.65	5,000
Residential 5	2.25	No Max
Multi Fam ERF	1.54	

Commercial ERF	Factor	Max Sq Ft
Comm ERF 1	1.18	8,000
Comm ERF 2	1.75	20,000
Comm ERF 3	2.65	30,000
Comm ERF 4	4.2	No Max

#Parcels		FBC $	Square Feet
28,373	Residential	$7,268,378.56	62,269,896
813	Commercial	$3,416,860.56	22,479,883
213	Mobile Home	$34,039.88	319,500
152	Multi Unit	$1,820,601.07	9,746,724
29,551	Total FBC	$12,539,880.08	94,816,003
	Fire Levy	$11,167,650.01	
	FBC plus Fire	$23,707,530.09	

Fire Levy Rate $1.00 per $1,000

Comm Hazard	Factor
Light Hazard	1
Ordinary Haz - 1	1
Ordinary Haz - 2	1
Extra Hazard 1	1.3
Extra Hazard 2	1.4

Alarm Type	Factor
Auto Central	0.925
Auto Local	0.97
Manual Central	0.95
Manual Local	0.98

Check to Include

- [ ] Fire District 20
- [x] Fire District 25
- [ ] Fire District 40
- [x] Renton
- [ ] SeaTac
- [ ] Tukwila

Update Districts

^ Press ^ Twice ^

Other Discounts/Exemptions

- Senior/disabled low income residents who are qualified to receive property tax discount will receive same discount on FBC.
- Agricultural use discount.
- Religious worship/education use exemption.
- Vacant land and structure less than 400 SF.
- Utilities infrastructure.
- Property of any business/organization maintaining a fire department & whose fire protection and training system has been accepted by a fire insurance underwriter.
- Property under contract or is subject to a contract for services with the RFA (e.g. public schools, state/other government structures).

Imposition of Fire Benefit Charge

- Initial: 60% voters approval
- Renewal (at least every 6 years):
  - Fire protection districts: simple majority voters approval (52.18.050(3)(a))
  - RFA: 60% (52.26.220(1))
  - Cities annexed since 2006: 60% (35.13.256(5))
- Annual adoption:
  - Must conduct annual public hearing prior to Nov. 15
  - Must form a review board for at least a 2-week period to review complaints.

FIRE &
EMERGENCY SERVICES

City of Renton

M E M O R A N D U M

DATE: October23, 2014

TO: RFA Planning Committee

FROM: Mark Peterson, Fire Chief/Emergency Services Administrator MP

SUBJECT: Citizens Advisory Committee

In our first RFA Planning Committee meeting, we discussed creating a Citizens Advisory Committee. We have received names of several potential members, and would like you to take a look through them. Please be prepared to engage in a discussion on which individuals you would like to see contacted to serve as a members of the Committee. Additionally, we also encourage you to present names of individuals you would like to add to the list of potential members.

Staff recommends a Citizen's Advisory Committee be made up of 8-10 members. Ideally, the members should represent the City, Fire District #25, and the business community. The following names represent the individuals that have currently been recommended:

- Julio Amador
- Kim Brown
- Dave Carpenter
- Vickie Faull
- Gwendolyn High
- Ed James
- Dave Kroeger
- Joan Lee
- Dave McCammon
- Jason Parker
- Chuck Seil
- Tom Tasa
- Lora Ueland

In addition to selecting members for the committee, we would also like to discuss the scope of work for the Citizen's Advisory Committee. Some of the work that may be considered for the committee includes reviewing Regional Fire Authority documents and information, and providing recommendations to the RFA Planning Committee.

We know that citizen support and input is critically important. We look forward to working with members of the community in order to ensure their concerns and interests are met.