

#3

**Review of
minutes from
05/31/2023**



Public Safety and Justice Virtual Council Committee Meeting Minutes

Wednesday, May 31, 2023
5:00 PM
Council Chambers Virtual

Members:	Present:	Excused:	Unexcused:	Commence:	5:07PM
				Adjourn:	5:24PM
Senayet Negusse, Chair	X				
Jake Simpson			X		
Erin Sitterley			X		
Peter Kwon (Alternate)	X				

Staff Coordinator: Troy Smithmeyer, Captain
Other Staff Present: Cindy Corsilles, Ha Dao

1. Call to Order	Chair Senayet Negusse called the meeting to order at 5:07PM
2. Public Comment	<p>There was one public comment.</p> <p>1. Kevin Bannon provided public comment. Mr. Bannon expressed his approval that SeaTac is following the recommendations of the MRSC by incorporating the Blake Fix into the SeaTac Municipal Code. Mr. Banning feels that the damages and effects of drug abuse to not only the abusers, but the public as well, may only be stopped by legal intervention. He did ask that Sec. 401 and 4121B are added back to the proposed amendment, and that police be directed to use SMC 8.05.380 when arrested violators and their cases are referred to municipal court.</p>
3. Review of 5/04/23 Minutes	<p><u>X</u> Approval</p> <p>The 5/04/2023 meeting minutes were approved as written.</p>
4. Ordinance Amendment	<p><u>X</u> Presentation</p> <p>Cindy Corsilles gave a presentation of the new law on drug possession "Blake Fix". On May 16, 2023, the "Blake Fix" SB 5536 was passed by the WA State Legislature and signed by Governor Jay Inslee with the provisions relating to use and possession of drugs taking effect on July 1, 2023. Part I of the law states that drug possession and use of controlled substances are now gross misdemeanors and prosecutable in municipal courts which is typically punishable by a maximum of 364 days and \$5,000 fine. Part II of the law states referral or diversion is no longer required, however law enforcement and prosecutors are encouraged to refer or divert such cases for assessment, treatment or related services. And Part III will be a new section added to RCW 69.50, which states cities are preempted from regulating drug paraphernalia.</p> <p>Discussion / Questions followed.</p>

	The Committee recommended the item be moved to the Consent Agenda.
	<i>Next Meeting: July 6, 2023 at 6:00PM.</i> Potential topics for next meeting: 2023 Statistics PSRFA Contract Amendment 2023 Business Watch Program
Adjourn	Chair Senayet Negusse adjourned the meeting at 5:24PM

#4

**PSRFA Contract
Amendment**



MEMORANDUM

To: Public Safety and Justice Committee
Through: Add 'through' item.
From: Anita Woodmass, Chief Brian Carson, Assistant Chief Dan Conroy
Date: June 29, 2023
Re: PSRFA 2nd CONTRACT REVIEW AND DISCUSSION

Memo

The City executed an Agreement (contract) for the provision of fire services starting on January 1, 2014 (to terminate 2033) with the Puget Sound Regional Fire Authority (PSRFA). The first amendment to this Agreement was executed in 2018. The draft Agreement attached provides the second amendment to this contract.

The Agreement is divided into five key areas of service delivery being: labor, operation costs, administration costs and capital costs. Additional monies are itemized for fire prevention (permit review, code compliance, permit inspections), fire investigation, emergency management and a nominal amount for fire explorers.

The proposed second amendment to the ILA generally covers the following:

- No revisions are made to the delivery of fire services. Changes proposed are of an administrative nature.
- Most substantial change: Adoption of the 2023-2024 Budget Allocations.
- These budget allocations were adopted by Council as part of its budget approval process.
- Emergency Management FTE increased from .5 FTE to 1.0 FTE.
- Removal of text that is no longer relevant under the new costing structure of percentage of work versus identifying FTEs.
- Changes to the permit review process and collection of fees (reflecting the new permit software processes).
- Minor administrative revisions reflected in amendment.
- Historic references remain in the Agreement.
- Agreement subject to final legal review prior to action at a future RCM (this may result in some changes to dates and/or clarification of terminology).

Committee Action Requested

1. Recommend the draft Agreement be forward to Council for action as follows:
 - a. Consent Agenda;
 - b. Presentation and action.
2. Do not forward the Agreement for action and provide direction to the City Manager.

Attachments

Power Point Presentation

Draft Agreement

SECOND~~FIRST~~ AMENDED AND RESTAED INTERLOCAL AGREEMENT

This Agreement is entered into between PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "PSRFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the PSRFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The PSRFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for Puget Sound Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.
4. This Agreement represents a complete restatement of the Parties' January, 2014 Interlocal Agreement.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. DEFINITIONS.

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

- (a) "PSRFA" shall mean Puget Sound Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the PSRFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the PSRFA.
- (e) "Material Breach" shall be defined as either:
 - (i) The PSRFA's failure to provide Services at the Level specified in Section 2;
 - (ii) The City's failure to pay the contract payments specified in **EXHIBIT A** 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)

(f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the PSRFA pursuant to this Agreement or that are purchased by the PSRFA with City funds or from the Contract Reserve Fund.

2. TERM, RENEWALS AND TERMINATION.

2.1. **Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on January 1, 2014 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1st shall be referred to as the "Anniversary Date."

2.2. **Renewals.** The parties agree that eighteen (18) months prior to the Expiration Date, the parties will meet to discuss the renewal of this Agreement. The parties will conduct good-faith conversations to determine if the parties can agree upon mutually acceptable renewal terms. The parties agree that any renewal of this Agreement must be reached on or before December 31, 2032.

2.3. **Review.** At a minimum, the parties will review this Agreement on a biennial basis during the first and second quarter of even years, starting 2020, and recommendations for any amendments will be made to each party's legislative body for adoption.

2.4. **Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be subject to the termination provisions established in this Section. Either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (2) two year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31st of the year following 24 months after the notice is given.

2.5. Voluntary Termination.

(a) **No Termination within First Five Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, neither party may terminate this Agreement within the first five years following the Commencement Date except for a **Material Breach** (Paragraph 2.4).

(b) **Voluntary Termination.** No sooner than January 1, 2019 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) year written notice of its intent to terminate. Any termination under this paragraph must occur on the Anniversary Date of this Agreement. By way of example only, in the event that one of the parties determines during calendar year 2018 that it desires to terminate this Agreement, it must

provide the other party with notice of its intent to terminate on or before January 1, 2019 for termination to be effective as of January 1, 2021.

2.6. 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 that the breaching party fails to cure such Material Breaches 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 Paragraph 2.4.d 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, however, that the Wind Up Period shall be six months if the Material Breach involves the City's failure to make the Contract Payment or the PSRFA's failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the PSRFA is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

3. SERVICES PERFORMED BY THE PSRFA FOR THE CITY.

- 3.1. Fire Suppression Services.** The PSRFA shall furnish fire suppression services to all properties and persons presently within or 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 PSRFA or with which the PSRFA 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 PSRFA.
- 3.2. Emergency Medical Services.** The PSRFA shall furnish emergency medical services to all properties and persons presently within or 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 PSRFA or with which

the PSRFA 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 PSRFA.

(a) **Level of Service for Fire Suppression and Emergency Medical Services.** The PSRFA shall maintain the following minimum staffing levels to support Fire Suppression and Emergency Medical Services within the City during the term of this Agreement.

(i) **Station 45 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

(ii) **Station 46 Minimum Staffing:**

(ii.1) **Station/Engine 46:** One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

(ii.2) **Engine 47 Minimum Staffing.** One Engine with one captain, one engineer and one firefighter.

(iii) **Minimum Staffing.** For purposes of this Agreement, the parties agree that the PSRFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and Engine 47 to maintain minimum staffing at each worksite.

(b) **Standards of Response Coverage for Fire Suppression and Emergency Medical Services.** The PSRFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel in accordance with the latest "Standards of Cover" document. The following levels exist as of the date this contract was negotiated:

(i) **Fire Emergencies.** Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

(ii) **Basic Life Support (BLS) and Effective Response Force:** Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

(c) **Adjustments to Staffing Levels or Standards of Response Coverage.** The PSRFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the PSRFA shall provide the City with advance notice of any permanent increase or decrease of more than 72 hours of staff time in the Standards of Response Coverage affecting the City. In the event of a decrease the PSRFA shall explore with the City options for avoiding the decrease.

3.3. Community Risk Reduction Services. The PSRFA agrees to perform Fire Prevention Services for the City as follows:

(a) Community Risk Reduction Services as outlined in **EXHIBIT B** and Public Education Services as outlined in **EXHIBIT E**.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating 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 provision of the services hereunder, the City hereby designates the Fire Chief of the 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 PSRFA and the PSRFA 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 H**.

3.4. Fire Investigation Services. The PSRFA agrees to perform Fire Investigation Services for the City as follows:

(a) Fire Investigation Services as outlined in **EXHIBIT C**.

(b) All records relating to the provision of Fire Investigation Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

3.5. Emergency Management Services.

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing Emergency Management Services in the City. The PSRFA shall provide staffing support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.

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

(c) All records relating to the provision of Emergency Management Services in the City of SeaTac , including retention, custody, and disclosure shall be managed in accordance with **EXHIBIT H**.

3.6. Information Technology. The PSRFA will provide its own information technology services.

4. PAYMENT FOR SERVICES.

- 4.1. **Payment Procedures.** For the services provided pursuant to this Agreement, the City shall pay the PSRFA the amounts determined under **EXHIBIT A**. The PSRFA shall provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.
- 4.2. **Failure to Submit Invoice.** The failure of the PSRFA 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 PSRFA 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.
- 4.3. **PSRFA Charges Under RCW 52.30.020.** The PSRFA 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.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration 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.

5. ASSET TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the PSRFA the real property and improvements identified in **EXHIBIT F** "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 Paragraph 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 Paragraph 5.2.b. The PSRFA shall be solely responsible for the routine maintenance associated with the Real Property.
 - (b) **Major Repairs and Maintenance.** Major Repairs and Maintenance shall be defined as repairs or maintenance items with a cost in excess of \$1,000.00. The City and the PSRFA shall share equally in the cost of such repairs, provided the PSRFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by

100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.

(c) **Utilities.** The PSRFA shall be responsible for payment of all utilities serving the Real Property.

(d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W. Yard maintenance service will not be provided by the City and will be the responsibility of the PSRFA.

(e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.

(f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2, the Lease Agreements for the Real Property shall be terminated effective on the date the PSRFA is no longer responsible for providing services to the City and the City shall assume full responsibility for the Real Property.

5.3. Personal Property. The PSRFA shall purchase from the City the personal property identified in a schedule separate from this Agreement for the estimated amount of \$1,146,021 "Personal Property." The actual cost of the personal property shall be determined on January 1, 2014 "Personal Property Value."

(a) **Title.** The City and the PSRFA shall work cooperatively to execute all necessary documents to transfer title to all transferred titled personal property.

(b) **Condition of Property.** The PSRFA agrees to accept the personal property in "as is" condition subject to any applicable warranties.

(c) **Service and Maintenance Records.** The City shall provide the PSRFA with all applicable service and maintenance records, shop manuals and other documents related to the transferred personal property.

(d) **Warranty Transfers.** The City shall transfer all transferable warranties applicable to the transferred property. In the event a warranty claim may only be made by the City, the City agrees to cooperate with the PSRFA and use its best efforts to enforce such warranties.

5.4. Capital Purchases. The PSRFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.

- 5.5. **Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT H** shall govern the retention and disclosure of any records of one party held by the other.
- 5.6. **Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.
- (a) **Identification of Personal Property.** The PSRFA shall sell back to the City any Personal Property transferred to the PSRFA on January 1, 2014 as provided in Paragraph 5.6(b). The PSRFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the PSRFA on the Termination Date.
 - (b) **Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the PSRFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.
 - (c) **SeaTac Capital Facilities Fund.** The PSRFA shall transfer to the City the entire balance of the PSRFA's "Contract Reserve Fund" on the effective date of termination.
 - (d) **City Responsibility for Salary Savings Program.** In the event any former City employees identified on **EXHIBIT G** are receiving payments pursuant to the Salary Savings Program established under the PSRFA CBA, the City shall reimburse the PSRFA for the full value of all remaining costs of the Program for those employees.
 - (e) **City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 PSRFA employees employed to meet the City's minimum staffing requirement that are laid off by the PSRFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.7. Provided, however, the PSRFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3.
- 5.7. **Reserve Apparatus Leasing.** In lieu of retaining a second reserve engine as part of the SeaTac Fire Vehicles and Apparatus, the City agrees that it may be required to lease

a reserve engine from the PSRFA in accordance with the following terms. In the event two or more SeaTac Fire Vehicles and Apparatus engines are out of service simultaneously with one engine out of service due to an emergency breakdown or unscheduled repair for more than fourteen calendar days, the City will lease a suitable reserve apparatus from the PSRFA at the Washington State Fire Chief Rate Schedule until such time as only one engine is out of service.

5.8. Impact Fees and SEPA Mitigation. The City, under certain circumstances, has the ability to impose impact fees 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 PSRFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. 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 PSRFA 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 eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The PSRFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

6. EMPLOYEE TRANSFERS.

- 6.1. City Employees to become PSRFA Employees.** The PSRFA shall become the employer of those employees of the City identified in **EXHIBIT G**.
- 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. The Kent Fire Fighters Local 1747, I.A.F.F. "PSRFA Union" and the SeaTac Fire Fighters Local 2919, I.A.F.F. "SeaTac Union" have approved an Memorandum of Understanding under which the SeaTac fire fighters will be integrated into the PSRFA Union. The approval of this Interlocal Agreement by the City and the PSRFA will constitute each parties approval of the terms and conditions of the MOU.
- 6.3. Accrued Employee Leave Balances.** The City shall pay to the PSRFA the full amount of SeaTac Employee Leave Balances excluding the value of accrued compensatory time, existing on December 31, 2013 "Employee Leave Balances." The amount shall be paid as follows: The value of the Employee Leave Balances shall be reduced by the Personal Property Value established under Paragraph 5.3. The resulting amount shall be paid in two equal payments one due on February 1, 2014 the second due on February 1, 2015.

- 6.4. **City LEOFF I Responsibility.** The City will retain the liability for retired LEOFF 1 City Fire Department FTE's 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.
- 6.5. **Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the PSRFA 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 January 1, 2014.
- 6.6. **Civil Service.** The City Employees transferred to the PSRFA shall be subject to the PSRFA's Civil Service Commission under Chapter 41.08 RCW.
- 6.7. **Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the PSRFA as a result of the termination consistent with the following provisions:
- (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the PSRFA determines that it must lay off employees, the PSRFA shall first layoff, and the City shall rehire, all PSRFA personnel that were employed by the City of SeaTac on December 31, 2013.
 - (b) If the PSRFA determines that additional personnel will need to be laid off, the PSRFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
 - (c) In the event the PSRFA determines that additional employees must be laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
 - (d) If the termination date is on or after January 1, 2029, and if the PSRFA determines that represented personnel will need to be laid off, the PSRFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the PSRFA determines that additional employees are laid off by the PSRFA, the PSRFA shall lay off the PSRFA employee's with the lowest seniority and the City shall offer employment to all laid off PSRFA employees before hiring other employees.
 - (e) If the City does not reestablish its Fire Department, the PSRFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.

7. OVERSIGHT AND ADMINISTRATION

- 7.1. **Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the PSRFA Governance Board.
- 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 City Manager of the City of SeaTac and the PSRFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the PSRFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement 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 Paragraph 12.
- 7.3. **Monthly Meetings.** The PSRFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the PSRFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The PSRFA will provide a City Liaison (appointed by the PSRFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The PSRFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year.

8. EXISTING AGREEMENTS.

- 8.1. **Mutual and Automatic Aid Agreements.** The PSRFA shall assume the City's contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the PSRFA will represent the City's interests and shall be signatory to the 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 and officials 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. **SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. **PSRFA Insurance.** The PSRFA shall provide insurance coverage for all equipment and personnel of the PSRFA. 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 PSRFA shall furnish to SeaTac appropriate documentation showing that such coverage is in effect. The City of SeaTac recognizes that the PSRFA is a member of a governmental insurance Pool and the PSRFA 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 PSRFA.

11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. **Independent Governments.** The parties recognize and agree that the PSRFA 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, or to otherwise bind the other party.
- 11.3. **Debts and Obligations.** Neither the City nor the PSRFA, 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.** The PSRFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to internal political boundaries and to determine the exact method by which the Services described in this Agreement are provided within the PSRFA and within the City.

12. DISPUTE RESOLUTION.

- 12.1. Prior to any other action, the City Manager and the PSRFA 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 will govern its proceedings. Each party shall be responsible for its 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 to or 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. MISCELLANEOUS.

- 13.1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the PSRFA 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.
- 13.3. **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.
- 13.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. **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.
- 13.6. **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.

- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.
- 13.12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement and shall be effective on the date of the last signature below.

PSRFA:

Puget Sound Regional Fire Department
Regional Fire Authority:

CITY:

City of SeaTac:

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

Attn: Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

(253) 856-4300 (telephone)
(253) 856-6300 (facsimile)

NOTICES TO BE SENT TO:

Attn: City Manager
4800 S 188th Street
SeaTac, WA 98188

(206) 973-4800 (telephone)
(206) 973-4819 (facsimile)

APPROVED AS TO FORM:

Brian Snure
Attorney for PSRFA

APPROVED AS TO FORM:

Mary E. Mirante Bartolo
City Attorney

EXHIBIT A

PAYMENT FOR SERVICES

1. **Actual Labor Costs.** The City shall pay to the PSRFA the actual Labor costs required to fund minimum staffing at the City's two fire stations. For purposes of this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1st and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1st 2013 the PSRFA will establish a budgeted labor cost for calendar year 2014. The City will pay this amount for services rendered in 2014. The PSRFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2014 services no later than February 15, 2015*
2. **Administration Salary and Benefits Costs.** The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, which is \$1,148,186. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
3. **Recurring Costs.** The City and the PSRFA have calculated a new 2018 baseline budget for Recurring Costs, which is \$913,228. This amount will be adjusted annually beginning in 2019 as further described in EXHIBIT I.
4. **Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the PSRFA will require specific capital contributions. In 2014, the City shall pay \$460,000 to the PSRFA to be placed in a restricted "Contract Reserve Fund" to be used by the PSRFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year subsequent to 2014, the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June.
5. **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the PSRFA by the City at an annual cost of \$73,100.40 in 2019. The cost shall be adjusted January 1 of each year (beginning 2020) by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

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EXHIBIT B

COMMUNITY RISK REDUCTION SERVICES

1. **Community Risk Reduction Administration Services Provided to City.** The PSRFA shall provide the following Fire Prevention Administration Services to the City:
 - a. Manage and supervise Community Risk Reduction Division personnel.
 - b. Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
 - 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.
 - i. Document management within the Community Risk Reduction 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 Community Risk Reduction Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
 - k. Issue, print and mail or deliver fire code permits.
 - l. Resolve code complaints or inquiries from the public to include data entry, file creation, and routing of information. Review and sign voluntary correction agreements.
 - m. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.

- n. Ensure performance of all duties necessary in order to enforce the fire codes.
 - o. 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.
 - p. Perform all other tasks related to the provision of Risk Reduction Administration Services.
- 2. Fire Prevention Code Enforcement Services Provided to City.** The PSRFA shall 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 Building Division 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 Building Division and Code Compliance on code violations or complaints. The City shall 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 SeaTac Municipal Code Chapter 13.150, 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 PSRFA shall 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 Community and Economic Development (CED) 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 Building Division 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. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
- g. 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, and the identification of next steps for problematic systems.
- h. 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.
- i. 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 CED Department as agreed between both parties.
- j. 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.
- k. 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 CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions, however the PSRFA shall issue appropriate citations after consultation with the City. The City shall remain responsible for any required judicial enforcement or collection actions.

~~4. Fire Prevention Services Staff Dedicated to City. The PSRFA will staff the followings positions for the provision of Fire Prevention Services to the City, including:~~

- ~~a. A Fire Division Chief/Fire Marshal on a .25 FTE basis.~~

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~~b. .78 FTE to provide operational permit inspection services and development services.~~

~~e. It is recognized that the City is paying for Fire Prevention Services at the above-stated staffing levels, and the PSRFA acknowledges that it will provide the level of service identified in this Exhibit.~~

5.4. Timeline of Work Provided. All work performed by the Fire Prevention Division shall 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.

5. Fire Marshal/Fire Code Official Reports to City Manager. The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or CED Director as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.

6. 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 because of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department and shall transmit all such money collected to the City thirty days after the end of the preceding month. (Net 30).

6.

~~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 shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.~~

~~7. If at such time PSRFA elects to use its own permitting, plan review and inspection software for the purpose of new construction and development, PSRFA shall be responsible for billing and collection of fees. PSRFA shall remit to the City, on a quarterly basis, City specific administrative fees collected.~~

~~8. PSRFA shall be responsible for billing and collection of all annual inspection, operational permit, and related fees.~~

~~The City will adopt the PSRFA rate fee schedule in Exhibit B for all CRR Services and shall remit to PSRFA 100% of the fees collected less any City administrative and/or~~

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technology fees collected in addition to the identified PSRFA fee. Except for fees billed and collected directly by PSRFA as set forth in Section 3.2, the City shall be responsible for the billing and collection of all such fees. The City shall account for and remit all fees collected to PSRFA on a quarterly basis.

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EXHIBIT C

FIRE INVESTIGATION SERVICES

1. **Services Provided to City.** The PSRFA shall provide the following Fire Investigation Services to the City:
 - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
 - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
 - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
 - d. Identify juvenile fire setters and coordinate intervention and counseling.
 - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
 - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
 - g. Participate in regional and state fire investigative organizations and activities.
 - h. Perform all other tasks related to providing Fire Investigation Services.
2. **Commissioned Investigators.** Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. **Uniformed Police Officer When Arrest Made.** Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. **Fire Deaths or Severe Injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The PSRFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the PSRFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the PSRFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
 - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
 - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The PSRFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

EXHIBIT D

EMERGENCY MANAGEMENT SERVICES

1. **Emergency Management Services Staff Dedicated to City.** The PSRFA will provide one 0.5-1 FTE staff member to assist the City with the following Emergency Management Services:

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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 SeaTac 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 SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

b. **Daily activities:**

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

c. **Work Station:**

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

EXHIBIT E

PUBLIC EDUCATION SERVICES

- I. **Public Education Services Provided to City.** The PSRFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
 - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
 - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
 - iii. Support and participation in providing tours of the fire stations.
 - iv. Providing of CPR and First Aid classes.
 - v. Support and participation in the bicycle and life jacket program.
 - vi. Support and participation in smoke detector program.
 - vii. Public Information Officer at emergency scenes as needed.
 - viii. Provide live fire demonstrations for special events.
 - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

EXHIBIT F

REAL PROPERTY

Station 45-- Tax Parcel No. 344500-0019

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 88, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND EXCEPT THE NORTH 30 FEET FOR COUNTY ROAD, RECORDED UNDER RECORDING NUMBER 1566313;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

Station 46-- Tax Parcel No. 443500-0195

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

EXHIBIT G
EMPLOYEES TRANSFERRED

Name	Hire Date		Name	Hire Date
1. Mark J. Hill	01/12/81		Brian Wiwel*	
2. John T. Madson	01/12/81		Mary Ann Cromwell*	
3. Loren T. Williamson	01/12/81		Tina Williamson*	
4. Thomas G.M. Betenson	03/16/81		Kevin Varao*	
5. Ronald A. Wieland*	07/12/82			
6. Gregory T. Bolender	07/25/82			
7. Jeffrey Richardson	01/12/86			
8. Lawton R. Montgomery	05/08/88			
9. Todd L. Plumb	05/08/88			
10. Patrick Dahl	10/02/89			
11. Travis J. Butcher	10/02/89			
12. John D. Gallup, IV	03/01/90			
13. Michael V. Anthony	12/19/90			
14. Donald W. Nelson	02/11/91			
15. Daniel T. Flood	02/11/91			
16. Richard L. Fetherston	02/11/91			
17. Michael P. Nichols	02/11/91			
18. Fred Johnson	02/11/91			
19. David W. Little	02/11/91			
20. Keven E. Rojecki	02/11/91			
21. Timothy A. Martinsen*	02/11/91			
22. Matthew J. Tarabochia	02/16/92			
23. John A. Wilkins, Jr.	02/16/92			
24. Shane D. Skladany	02/16/92			
25. Cordell T. Council	02/16/92			
26. Richard R. Knight	03/01/92			
27. Brian R. Carson	10/01/92			
28. Michael D. Hawkins	10/01/92			
29. Joseph M. Catlin	10/01/92			
30. Charles Walle	02/24/94			
31. Matthew B. Bailie	02/01/96			
32. Shawn Dailey	06/17/96			
33. Paul R. Figel	07/28/97			
34. Bryan M. Rozewski	01/11/00			
35. Janet L. Williams	07/16/01			
36. Derek L. Frazier	11/01/02			
37. Elias Hudson	02/10/04			
38. Earl Bush	02/10/04			
39. Jeremy Krakosky	02/10/04			
40. Adam Renn	02/01/05			
41. Brian Longley	02/01/05			
42. Jason Breidenbach	02/01/05			
43. Christian Clausnitzer	05/03/05			
44. Brandon Phillips	05/01/06			
45. Jeremy Waddell	08/04/09			
46. Vacant		*Not part of the 44 minimum staffing positions.		

EXHIBIT H
RECORDS MANAGEMENT

1.1. Record Ownership.

- (a) PSRFA records "PSRFA Records" shall include:
 - (i) all records prepared, owned, used, or retained by the PSRFA related to the performance of its statutory and contractual duties.
 - (ii) all City Records actually received by the PSRFA pursuant to this Interlocal Agreement.
- (b) City records "City Records" shall include:
 - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the PSRFA to the City.
 - (c) The parties recognize that physical custody of PSRFA Records or City Records is not determinative of whether the records are PSRFA 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.

1.2. Records Custodian. Except as provided below, the PSRFA will be the primary record custodian of all PSRFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the PSRFA and some PSRFA Records will 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 the Public Records Act, or records otherwise requested by the City or the PSRFA. 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 shall be followed:
- (b) The party receiving the request "Receiving Party" will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

- 1.4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.
- 1.5. The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. 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.
- 1.6. 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.

EXHIBIT I
COST ALLOCATION FOR SERVICES

The City and the PSRFA baseline budget for 2023 and 2024 is allocated based on PSRFA's total cost of services. The table below provides the cost allocation methodology for Administrative Services, Recurring Operational Costs and Operations Labor respectively. The Administrative Salaries and Operations Labor costings for 2023 include 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W for the positions necessary to support the operation and administration of fire services to the City as identified in this Exhibit.

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Commented [AW5]: PSRFA's in this account only for 2023 and it will be adjusted in 2024 (pending CPI release)

	RFA 2023 Budget	Methodology	Basis	Percentage	2023 Cost	2024 Cost
Admin Salaries						
Admin	1,735,463.01	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$205,609.11	215,889.56
HR	1,266,353.98	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$150,031.38	157,532.95
Finance	1,068,254.50	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$126,561.53	132,869.61
CARES	989,180.09	2022 numbers with 5% increases			\$176,386.35	185,205.67
Logistics	742,486.90	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$87,956.19	92,364.50
Performance Measuremen	860,519.15	Planning Zones (# of stations)	3.00	17.65%	\$151,856.32	159,449.14
Training	948,106.96	paid in SKCFTC formula			\$0.00	\$0.00
Fleet	3,760,564.71	hours @ \$140/hr (1146 hours represents one FTE)	1330.00		\$186,200.00	195,510.00
IT	1,591,198.08	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$188,517.31	197,943.17
Facilities	715,609.44	13 stations + 3 vol + garage + 23 bldg + training 74 = 19	2.00	10.53%	\$75,927.31	79,093.67
CRR - Admin	535,559.44	% of total employees (13)		15.38%	\$82,993.75	86,513.44
CRR - Prevention & Inv	159,218.83	# of personnel dedicated to Jurisdiction	1.00		\$159,218.83	167,179.77
CRR - EM	159,218.83	# of personnel dedicated to Jurisdiction	1.00		\$159,218.83	167,179.77
Com Rel/PubEd/PIO	701,244.72	# of Ops personnel out of 236 total	38.40	16.27%	\$114,100.84	119,805.88
					\$1,863,387.74	1,956,557.12
Goods & Services						
Admin	604,381.46	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$71,604.14	75,184.35
HR	173,508.18	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$20,556.39	21,584.21
Finance	113,883.93	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$13,492.41	14,167.03
IT	1,117,904.45	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$132,443.81	139,066.00
IT licensing		Broadband(12000), Telestaff(3000), ESO(11000), 365(13000)			\$39,000.00	40,950.00
Cares	80,516.63	no cost			\$0.00	\$0.00
Logistics	300,479.60	# of personnel (Ops + CRR Staff)	40.40	11.85%	\$35,599.34	37,379.31
Planning	130,680.74	Planning Zones (# of stations)	3.00	23.06%	\$30,157.09	31,664.95
Training	848,516.77	# of Ops personnel at \$5090	38.40		\$195,456.00	205,228.80
Fleet	2,240,862.29	parts	5000.00		\$93,000.00	97,650.00
Dispatch	265,980.00	# of responses at VC rate of \$49.98			\$249,900.00	262,395.00
Operations	936,658.55	# of Ops personnel out of 236 total	38.40	16.27%	\$152,405.46	160,025.73
Facilities	3,705,850.69	\$0.00/station	2.00		\$100,000.00	105,000.00
CRR-Prevention & Prepared	163,434.86	% of total employees (13)		15.38%	\$25,143.83	26,401.02
Com Rel/PubEd/PIO	43,155.64	# of Ops personnel out of 236 total	38.40	16.27%	\$7,021.93	7,373.03
					\$1,165,780.41	1,224,069.43
Operations Labor						
Battalion Chief	210,177.51	# of BC	2.40	20.00%	\$04,426.01	\$29,647.31
Captains	179,459.42	# of Captains	12.00	18.75%	2,153,513.07	2,261,188.73
Engineers	165,171.94	# of Engineers	16.00	19.05%	2,642,751.08	2,774,888.63
Firefighters	159,218.83	# of Firefighters	8.00	15.38%	1,273,750.61	1,337,438.14
Overtime					\$931,468.80	978,042.24
					\$7,505,909.57	7,881,205.05
					\$10,335,077.71	11,061,831.60
					\$524,262.90	\$50,476.05
					\$11,059,840.61	11,612,307.64

~~1. Administration Salary and Benefits~~

~~The City and the PSRFA have calculated a new 2018 baseline budget for Administration Salary and Benefits Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Administration Salary and Benefits Costs is \$1,148,186. Commencing on January 1, 2019, the City shall pay the PSRFA \$1,148,186 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W ("Administration Cost Payment") as payment for salaries and benefits for the positions necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Administration Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.~~

~~a. Administration Salaries (Human Resources, Finance, PIO, Chaplain and related Support Staff)~~

~~The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of administration services in the 2018 PSRFA budget.~~

~~b. FD Cares~~

~~The City and the PSRFA agree that \$75,402 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 8.93% of the total salary cost (less King County Grant) of FD Cares services in the 2018 PSRFA budget.~~

~~c. Logistics~~

~~The City and the PSRFA agree that \$154,765 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 14.06% of the total salary cost of Logistics in the 2018 PSRFA budget.~~

~~d. Planning~~

~~The City and the PSRFA agree that \$87,664 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 15.38% of the total salary cost of Planning and Analysis services in the 2018 PSRFA budget.~~

~~e. Fleet~~

~~The City and the PSRFA agree that \$116,407 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 0.65 FTE of the total salary cost of a Heavy Mechanic in the 2018 PSRFA budget.~~

~~f. IT~~

~~The City and the PSRFA agree that \$160,699 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This~~

amount was calculated as 14.06% of the total salary cost of IT services in the 2018 PSRFA budget.

g. Community Risk Reduction

The City and the PSRFA agree that \$296,467 shall be included in the new 2018 baseline budget for Administration Salary and Benefits Costs for this service. This amount was calculated as 7.00% of the total salary cost of Community Risk Reduction services in the 2018 PSRFA budget.

2. Recurring Costs (supplies, professional services, etc.)

The City and the PSRFA have calculated a new baseline budget for 2018 Recurring Costs, based on the services provided and their 2018 respective costs. This new 2018 baseline budget for Recurring Costs is \$913,228. Commencing on January 1, 2019, the City shall pay the PSRFA \$913,228 plus 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W ("Recurring Cost Payment") as payment for the recurring costs necessary to support the operation and administration of fire services to the City as identified in this Exhibit. Each January 1 thereafter, the Recurring Cost Payment shall be adjusted by 100% of the most recent June to June Seattle/Tacoma/Bellevue CPI-W.

- a. **Admin Costs Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$256,784 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 14.06% of the total operation costs for administrative services in the 2018 PSRFA budget.
- b. **FD CARES Supplies:** The City and the PSRFA agree that \$8,077 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 9.93% of the operation costs for the PSRFA FDCARES Program in the 2018 PSRFA budget.
- c. **Logistics Operating Costs (Non-Salary and Benefits):** The City and the PSRFA agree that \$62,690 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 16.73% of the operation costs for logistics in the 2018 PSRFA budget.
- d. **Planning and Analysis (Non-Salary and Benefits):** The City and the PSRFA agree that \$26,428 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 15.38% of the operation costs for Planning in the 2018 PSRFA budget.
- e. **Operations (Non-Salary and Benefits):** The City and the PSRFA agree that \$91,034 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 17.65% of the operation costs for Planning in the 2018 PSRFA budget.
- f. **Training:** The City and the PSRFA agree that \$214,720 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was

calculated by the South King County Fire Training Consortium rate of \$4,880 multiplied by 44 operational contract fire fighters.

- g. ~~Fleet (Non-Salary and Benefits):~~ The City and the PSRFA agree that \$55,000 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount, which is intended to cover parts for the fleet, was calculated as approximately 50% of associated the labor costs.
- h. ~~Community Risk Reduction (Non-Salary and Benefits):~~ The City and the PSRFA agree that \$10,017 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 7.00% of the operation costs for Community Risk Reduction in the 2018 PSRFA budget.
- i. ~~Dispatch Services (Valley Communications):~~ The City and the PSRFA agree that \$194,530 shall be included in the new 2018 baseline budget for Recurring Costs for this service. This amount was calculated as 4,900 estimated City calls at \$39.70 per call. 17.65% of the operation costs for Planning in the 2018 PSRFA budget.

Total Costs (for new 2018 Baseline Budget)
 Administrative Salaries: \$1,148,186
 Recurring Costs: \$ 913,228

 \$2,061,414

Costing Allocation Overview

Category	Percentage Allocation
Administrative Salaries	16.84%
Goods and Services	9.94%
Operations Labor	69.16%
Capital Contributions	4.74%

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Costing Legend

Legend	Rationale
14.06%	Calculated by taking the total of contracted positions (44) and dividing by total employees for PSRFA (313)
8.93%	Calculated by taking the number of projected annual FD Cares responses to SeaTac (250) and

dividing by total projected annual FD-Cares responses (2800)		15.38%	Calculated by taking the number of planning zones (2) and dividing by the total number of planning zones (13)
Calculated by estimating total maintenance hours needed to maintain first due fleet for three first due apparatus (1350 hours annually) divided by total hours worked annually of one TFE (2080)	65 TFE cost	7%	Calculated by totaling existing contract costs defined in Exhibits B, C, D, and E) and divided by total labor cost of Community Risk Reduction: <ul style="list-style-type: none"> Risk Reduction \$4,207,557.00 Public Education \$0.00 Fire Marshal \$64,940.00 Inspections \$118,025.70 Investigations \$33,108.00 Emergency Management \$80,393.00
Calculated by taking the total number of contracted positions (11) and dividing by the total number of operational positions (263)	16.73%		
Calculated by taking the total number of frontline apparatus (3) in SeaTac and dividing by total number of frontline apparatus in RFA (17)	17.65%		



1


PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION	WHY IS THIS ISSUE IMPORTANT?
<p>Provide Committee with an overview of the Second Amended Interlocal Agreement (ILA) with the PSRFA</p> <p>Action Requested.</p>	<p>2014: City entered into its first ILA with the RFA.</p> <p>2018: First Amendment to the ILA and reflects the renamed PSRFA.</p> <p>2023: Second Amendment to the ILA with the PSRFA.</p> <p>As the PSRFA has contracted with more cities, the allocation of resources and budget has evolved.</p> <p>Increased opportunities for cost sharing has resulted in improved service delivery and cost savings.</p> <p>This amendment shows the 2023-2024 budget allocations (already adopted as part of the Biennial Budget).</p> <p>Minor administrative revisions contained. NO CHANGES to service delivery and fire services</p>

2

PROPOSED CHANGES

- No revisions are made to the delivery of fire services. Changes proposed are of an administrative nature.
- Most substantial change: Adoption of the 2023-2024 Budget Allocations.
- These budget allocations were adopted by Council as part of its budget approval process.
- Emergency Management FTE increased from .5 FTE to 1.0 FTE.
- Removal of text that is no longer relevant under the new costing structure of percentage of work versus identifying FTEs.
- Agreement subject to final legal review prior to action at a future RCM (this may result in some changes to dates and/or clarification of terminology).
- Changes to the permit review process and collection of fees (reflecting the new permit software processes).
- Minor administrative revisions reflected in amendment.
- Historic references remain in the Agreement.



3

POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED


- Recommend the draft Agreement be forward to Council for action as follows:
 - a. Consent Agenda;
 - b. Presentation and action.

OR

- Do not forward the Agreement for action and provide direction to the City Manager.

STAFF RECOMMENDATION Recommend the amended Agreement be placed on the Consent Agenda for action.

REVIEWS TO DATE
PS&J: July 6, 2023



4

#5

Code

Enforcement

Update



MEMORANDUM

To: PS&J Committee
From: Jephthe Jean-Pierre, Code Compliance Program Coordinator
Cc: Evan Maxim, CED Director; MK. McGee, Building Services Manager
Date: 07-06-2023
Re: Code Compliance Year to Date

The purpose of this memo is to provide an update to the Committee related to the Code Compliance Program activity. This is an informational briefing and staff is not requesting any specific action from the Committee at this time.

Background

Since 2021 the Building Services Manager has provided updates to the PS&J committee on activities related to Code Compliance. The updates typically consist of code compliance case data, specific ongoing cases and any information related continuing program improvements. This update focuses on an overview of the YTD activities.

Main Briefing Goals

The main goals of this briefing are:

- Update on Code Compliance Division implementation of the new LAMA permitting and land management system
- Highlights for several recently resolved cases

Update

1. Between January 1-June 30, Code Compliance has opened and investigated 109 cases, 19 of which were unfounded. Consistent with the trends observed since reporting to PS&J began in February 2021, approximately 80% of all cases (excluding unfounded) involve residential properties, 10% were reported on multi-family properties, and the remaining were either related to vacant land or active commercial properties.
2. Code Compliance staff participated in the development, testing, and implementation of the new LAMA system which includes an on-line portal for reporting alleged violations, a field application that improves efficiency in the field, and on-line access for complainant and violator follow up on cases. The system went live on May 15, 2023. Work is continuing to implement other system capabilities like pre-entered common code violations.
3. Code Compliance Program Coordinators have worked very closely with the Legal Department staff to resolve some long-term unresolved cases. While these long-term cases do not represent the majority of the casework (not more than a dozen out of hundreds of cases over the span of years they have been unresolved), the legal support

received from Ha Dao in the Legal Department has been instrumental in bringing the properties represented by these cases into compliance. Based on our experience with these difficult violations, we hope to develop and bring recommendations for improving our municipal code, specifically related to cases where we are unable to gain the cooperation of the property owner, to the committee in the future.

4. With the support of Human Services we have been able to provide assistance to some of our multi-family complainants while dealing with code violations in their units.

CODE COMPLIANCE Year-to-Date

July 6, 2023



CODE COMPLIANCE PROGRAM OVERVIEW

PURPOSE OF PRESENTATION

Staff to provide an update related to the Code Compliance Program

WHY IS THIS ISSUE IMPORTANT?

1. Code Compliance supports the implementation of neighborhood standards as established in the SeaTac Municipal Code.
2. Code Compliance Program Coordinators are frontline City staff and are part of the City's engagement efforts in the neighborhoods.
3. The way that the Code Compliance Program is conducted influences the way citizens view their City government.



CODE COMPLIANCE

Mission Statement

The City of SeaTac's Code Compliance Team is dedicated to enhancing the quality of life for the citizens of SeaTac by providing effective public service in the enforcement of Building, Business License, Nuisance and Zoning Codes. We are committed to working with both residents and businesses in a professional and effective manner to protect the values and aesthetics of properties and neighborhoods.



POTENTIAL COMMITTEE ACTION

NO COMMITTEE ACTION REQUESTED

- Briefing is informational, no action needed.

REVIEWS TO DATE

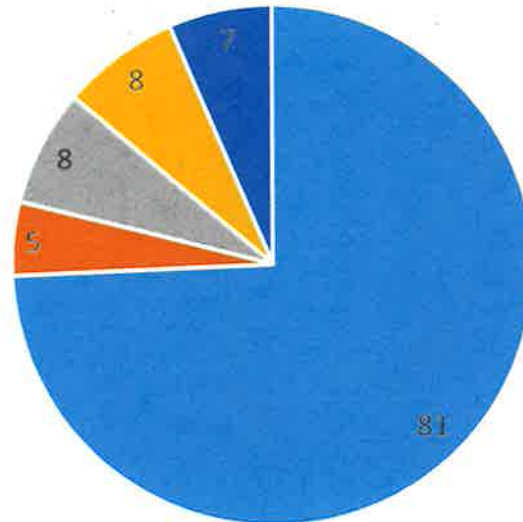
- **Public Safety & Justice (PS&J) Committee:**
 - 07/14/2023
 - 11-10-2023
 - 07-06-2023 (today's briefing)



CODE COMPLIANCE - Enforcement

2023

New Cases

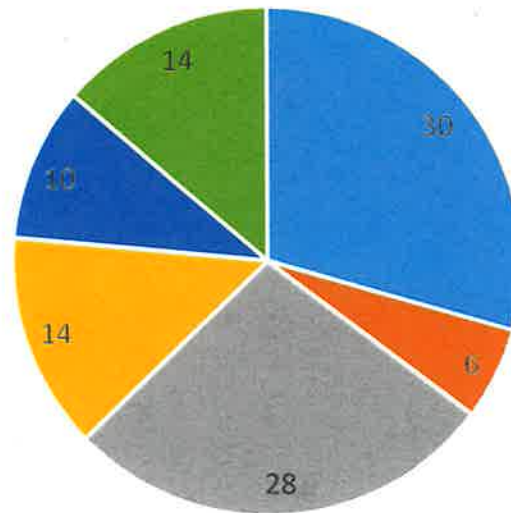


■ Residential-81 ■ Commercial-5 ■ Vacant Land-8 ■ Non SF Residential-8 ■ Other- 7



CODE COMPLIANCE - Enforcement

YTD 2023 Top Requests for Action



- Overgrown Vegetation/Berry Vines-30
- Single Family Parking-Approved Surface 6
- Junk/Trash-28
- Junk Vehicles-14
- Graffiti-10
- All others-14



CODE COMPLIANCE- Recent Cases



Before cooperation
with property owner



CODE COMPLIANCE- Success



After reaching
compliance



CODE COMPLIANCE- Recent Cases

Before cooperation with Property owner



CODE COMPLIANCE- Success

After Compliance is achieved



CODE COMPLIANCE- Recent Cases

Illegal park and Fly operations

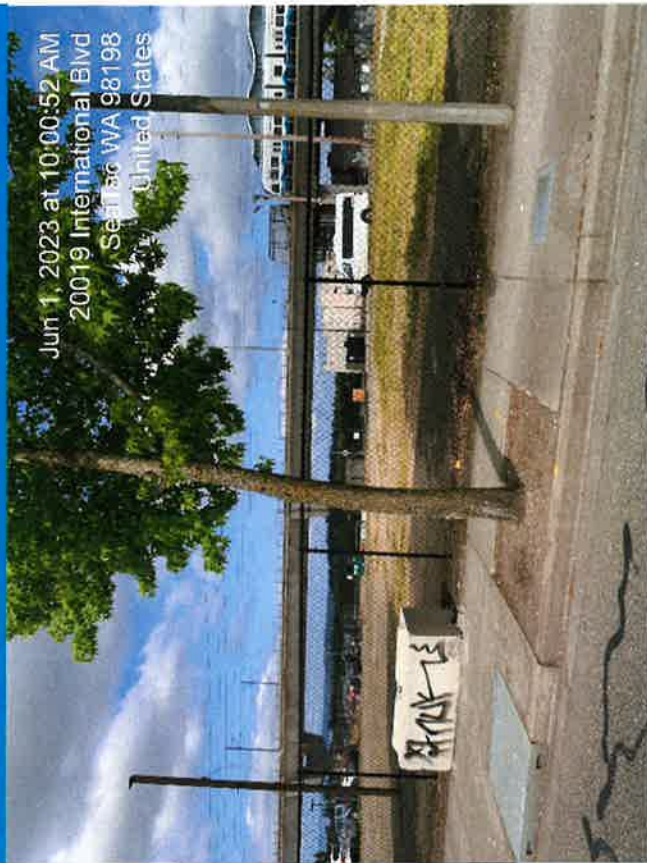


CODE COMPLIANCE- Success



Jun 30, 2023 at 9:55:07 AM
International Blvd
Sea Tac WA 98198
United States

11:04



Jun 1, 2023 at 10:00:52 AM
20019 International Blvd
Sea Tac WA 98198
United States



05/01/23



POTENTIAL COMMITTEE ACTION

NO COMMITTEE ACTION REQUESTED

- Briefing is informational, no action needed.

REVIEWS TO DATE

- **Public Safety & Justice (PS&J) Committee:**
 - 07/14/2022
 - 11-10-2022
 - 07-06-2023 (today's briefing)



CODE COMPLIANCE

Questions?



#6

Business Watch Update

You can join the Business Watch program, it's easy!



For more information call 206-973-4900
or visit our website at
www.seatacwa.gov/police.

You can pick up your Business Watch
decals at City Hall and place them in
your store window!

Program Goals

- Improve communication between business owners, their employees and the police.
- Provide education and information to business owners and their employees to help reduce crime in targeted areas.
- Preserve and reclaim our business centers and eliminate conditions that give rise to crime.
- Encourage business owners to utilize security measures to the fullest extent in order to deter crime.

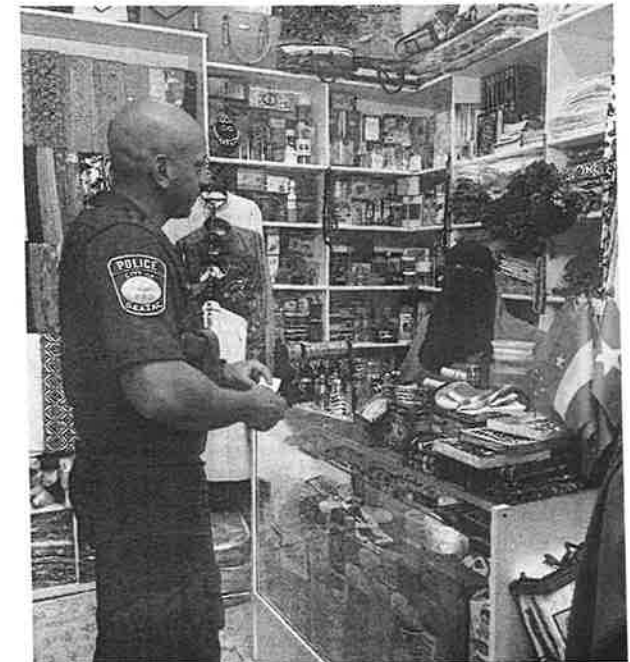


SeaTac Police Department
4800 S. 188th St.
SeaTac, WA 98188
206-973-4900

Non-emergency line: 206-296-3311
www.seatacwa.gov/police

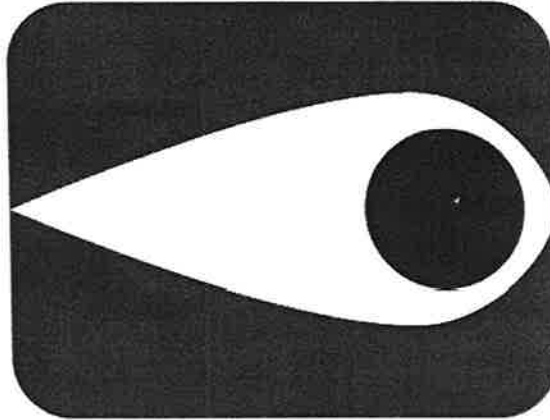


Business Watch program



Did you know that Business Watch programs are similar to Neighborhood Watch programs? Business Watch programs have proven to be a very effective way of preventing crime at businesses and in commercial areas.

BUSINESS WATCH PROGRAM



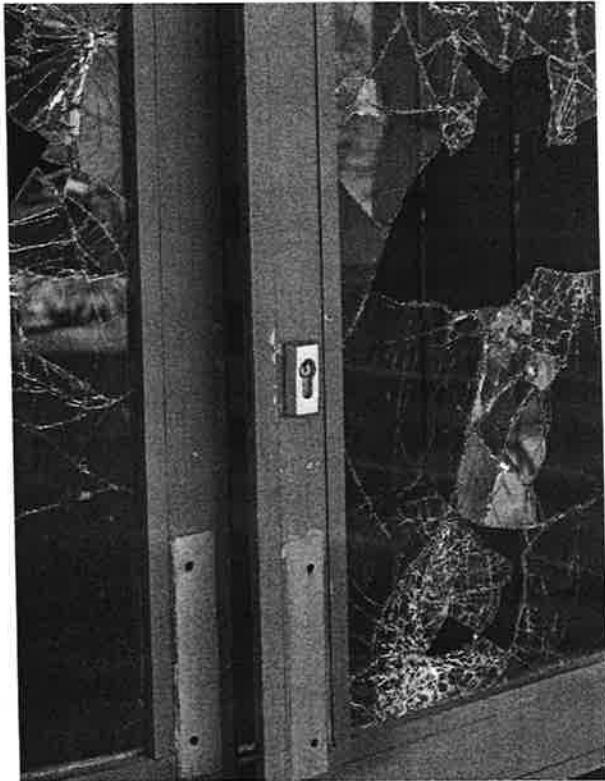
What is it?

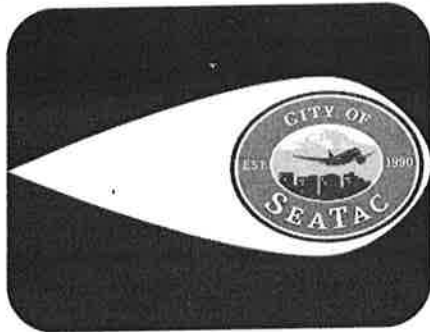
Business Watch is a free crime prevention program that encourages an active collaboration between business owners and the police to help reduce crime. The goal of the Business Watch program is to teach businesses how NOT to become a target for crime.

SeaTac Police cannot be on every corner so citizen involvement is essential to combat crime. Business owners know what's going on in their community and working with each other and law enforcement can help prevent crime.

What's in it for you?

- Help reduce crime in the area.
- Business Watch members can be part of an email distribution list that quickly shares information about area crime.
- Network with other local businesses.
- FREE training from police about crime prevention for business owners and their employees this includes *burglary prevention, workplace violence, shoplifting, robbery protocol and recognizing suspicious activity.*
- FREE security surveys: A crime prevention specialist will visit your business and make recommendations on how to make your business less attractive to criminals.





Business Watch





Dynamic Language
 113 Cherry Street
 #27472
 Seattle, WA 98104-2205

Phone: 206-244-6709
 Fax: 206-243-3795

Accounts Payable
 Angel Taherazer
 4800 S. 188th St
 SeaTac, WA 98188

Account Manager:
 Jake Legas
 jake@dynamiclanguage.com
 206.244.6709

Contact/Project Manager
 Josefina Spinuzza

Phone
 206-493-1601

E-mail
 josefina@dynamiclanguage.com

Date
 06-13-2023 1:17 PM

Quote No. Q-23-02852-01

Hello,

Thank you for your project request on 06-13-2023. We are pleased to provide the following quote:

Q-23-02852-01

Description: Translation, Proofreading, and Quality Control - EN to Spanish, Amharic, Vietnamese and Somali

Deliverables: Word MS Files

Timeline: 4 Business days upon approval

Item	Quantity	Unit / Service	Unit Price	Price in USD
1. English/Amharic - Q-23-02852-01				\$62.61
	311	Words Translation (New)	0.20	\$62.20
	2	Words Translation 75-84% Match	0.12	\$0.24
	1	Words Translation 95-99% Match	0.12	\$0.12
	1	Words Translation Repetitions	0.05	\$0.05
2. English/Somali - Q-23-02852-01				\$62.61
	311	Words Translation (New)	0.20	\$62.20
	2	Words Translation 75-84% Match	0.12	\$0.24
	1	Words Translation 95-99% Match	0.12	\$0.12
	1	Words Translation Repetitions	0.05	\$0.05
3. English/Spanish (United States) - Q-23-02852-01				\$62.16
	308	Words Translation (New)	0.20	\$61.60
	2	Words Translation 75-84% Match	0.12	\$0.24
	1	Words Translation 95-99% Match	0.12	\$0.12
	3	Words Translation 100% Match	0.05	\$0.15
	1	Words Translation Repetitions	0.05	\$0.05
4. English/Vietnamese - Q-23-02852-01				\$62.85
	314	Words Translation (New)	0.20	\$62.80
	1	Words Translation Repetitions	0.05	\$0.05
Desktop Publishing and Verification				\$250.23
	2	Hour(s) DTP	45.00	\$90.00
Total USD				\$340.23



This quote is valid until 07-13-2023.

We look forward to receiving your approval.

Yours sincerely,

Josefina Spinuzza

A list of the files used in this quote are below:
'police business watch program-2.docx'

Please review Terms and Conditions on the following page.



TERMS AND CONDITIONS

Dynamic Language will perform the services described above. The quote is subject to change if the source files are updated and/or additional files are provided. The work described in this quote constitutes the scope of the project. Any change to that scope could result in additional charges. Additional charges will require client authorization. This quote is valid for 30 days. Projects approved beyond 30 days of estimate creation are subject to re-estimation. Payment will be due upon receipt unless specified elsewhere on this form. Invoices not paid within 30 days will be billed a 1.5% finance charge. An invoice with a link for credit card payments can be issued. Projects totaling \$500 or less are due upon receipt. All projects exceeding \$7,000 in total will require a 50% deposit on approval.

The quoted fee includes digital file delivery only. Should a hard copy or other physical media be necessary for delivery, an additional charge may be necessary. Project files may be stored for future reference unless immediate deletion is requested by the client. Re-delivery of archived project files may incur additional fees. Rush charges apply according to the requested time frame (with customer approval.)

Client Review: This quote includes one round of edits by the client when made directly after translation. The review/editing by the client is not included in the time frame stated above. Edits or changes must be submitted in electronic format (e.g., track changes in Word, annotated PDF or submitted online in our translation software program). Additional changes will be accepted and will be charged at an hourly rate. Any changes to the source content, or changes that are stylistic in nature will incur additional fees. Dynamic Language reserves the right to invoice for work completed at the start of the client review process.

Acceptance of Work: The Client will have twenty (20) business days after receipt of the work/deliverable to note any errors or omissions. After this reasonable inspection period has passed, the work/deliverable will be considered accepted as delivered and Dynamic Language will not be held responsible for any subsequently discovered errors or omissions. Further, the level of liability will be limited to the total amount of the project quote. Under no circumstances will Dynamic Language be responsible for any costs related to relabeling, reshipping, or recalling items in connection with translation services provided. This limitation of liability is applicable to all services provided by Dynamic Language, whether pursuant to a particular quote or as a supplemental request for services outside the scope of a particular quoted project.

Record Retention and Data Privacy: Dynamic Language will retain records directly related to the delivery of services for a maximum period of 2 years after delivery unless otherwise specified in the customer master service agreement or applicable contract. State, federal, international, and other applicable compliance requirements will apply—email questions to dataprivacy@dynamiclanguage.com.

Cancellation: Once approval has been received, the client shall be responsible for all incurred expenses. For cancellation of Audio/Visual projects, a minimum of 48 hours is required.

#7

In The Future