Renton Regional Fire Authority Plan

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ACKNOWLEDGEMENT

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

Planning Committee

Ed Prince, Committee Chair, Renton City Council Ray Barilleaux, Fire District 25 Commissioner

Marcie Palmer, Renton City Council Myron Meikle, Fire District 25 Commissioner

Armondo Pavone, Renton City Council

Kerrie Abercrombie, Fire District 25

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Steering Committee

Jay Covington, Chief Admin Officer Steven Winter, Local 864 President

Mark Peterson, Fire Chief Brett Bigger, Local 864 Vice President

Chad Michael, Deputy Fire Chief William Aho, Local 864 Representative

Erik Wallgren, Deputy Fire Chief Pat Miller, Local 2170 President

Iwen Wang, FIT Administrator Corey Thomas, Local 2170 Representative

Anjela St. John, Fire Marshal Jennifer Zinck, Administrative Assistant

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

A. Background and Needs:

- 1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the community's needs and special service demands. Anticipated increase in population will likely exacerbate this problem.
- 2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.
- 3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.
- 4. The City of Renton and King County Fire Protection District No. 25 have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources.
- 5. Cooperation and the partnership between the City of Renton and King County Fire District No. 25 began with an interlocal agreement in 1993, providing the legal structure for the entities to remain separate but work cooperatively together.
- 6. The City of Renton and King County Fire District No. 25 will be asking its citizens to consider combining all functions and services provided by the two jurisdictions into a single entity, called a Regional Fire Authority.

RFA SECTION 1 PLAN REVISION:

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

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. DEFINITIONS

- **1.** The definitions in this section apply throughout this **RFA Plan**, unless the context clearly requires otherwise.
 - **1.1.** "Board", "Governance Board" or "Governing Board" means the Governance body of a regional fire protection service authority.
 - **1.2.** "*City*" means the City of Renton.
 - **1.3.** "*District*" means King County Fire Protection District No. 25.
 - **1.4.** *"Effective Date"* means July 1 immediately following the approval of the RFA Plan by voters of the Participating Jurisdictions.
 - **1.5.** "Fire Benefit Charge" is a service charge determined by the required fire-flow and personnel and equipment costs associated with fighting a fire in a particular type and size of structure. The initial calculation method and formula is described in Appendix B of this plan.
 - **1.6.** "*Interlocal Agreement*" means the interlocal service agreement between the RFA and the City of Renton in provisioning of certain administrative and support services per the adopted Plan.
 - **1.7.** "*Participating Jurisdictions*" means the City of Renton and King County Fire Protection District No. 25.
 - **1.8.** "*RCW*" means Revised Code of Washington.
 - **1.9.** "Regional Fire Protection Service Authority" or "Regional Fire Authority" or "RFA" means a regional fire protection service authority formed pursuant to chapter 52.26 RCW. An RFA is a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution.
 - **1.10.**"*Regional Fire Authority Planning Committee*" or "*Planning Committee*" means the committee created under RCW 52.26.030 to create and propose to the City of Renton and King County Fire Protection District No. 25 the Regional Fire Authority Plan.

- **1.11.**"*Regional Fire Authority Plan*," "*RFA Plan*" or "*Plan*" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with chapter 52.26 RCW for the development, financing and operation of the Renton Regional Fire Authority.
- **1.12.** "Renton Regional Fire Authority" or "RRFA" means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with the City of Renton and King County Fire Protection District No. 25.

RFA SECTION 2 PLAN REVISION DISPOSITION:

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

SECTION 3	FORMATION AUTHORITY
Revision	The FORMATION AUTHORITY section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	Date Council Adopted: Date Commissioners Adopted:
Revised	

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY.

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

B. PLANNING COMMITTEE AUTHORITY.

- **1.** RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
- **2.** The Participating Jurisdictions formed a Planning Committee consisting of three (3) members of the City Council and three (3) Commissioners of the District.
- **3.** The Planning Committee developed and presented to the elected officials of each Participating Jurisdiction the RFA Plan.

C. RFA PLAN APPROVAL AUTHORITY.

- **1.** The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.
- **2.** The RFA Plan is being submitted to the voters of the City and the District as a single ballot measure that must be approved by a 60% majority vote.
- **3.** The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions, perform all necessary duties as required to place the RFA Plan before the voters and to comply with the public hearing requirements contained in RCW 52.26.230.
- **4.** Should the RFA Plan be approved by 60% of the voters of the Participating Jurisdictions, the Renton Regional Fire Authority shall be formed on, July 1, 2016, in accordance with RCW 52.26.070.
- **5.** Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the continued existence of the District shall be to levy and collect taxes and/or other fire protection

district revenue to be transferred to the RFA until such time as the RFA collects its own revenues and to provide representation to the newly formed RFA Governance Board.

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

RFA SECTION 3 PLAN REVISION DISPOSITION:

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

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

A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION.

- 1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are depicted on the map attached hereto and marked as **Appendix A** of this RFA Plan.
- 2. On the Effective Date, the RFA shall also be responsible for providing services to King County Fire Protection District No. 40 pursuant to the terms of the City's Fire and Emergency Services Operating Agreement Dated February 8, 2008, as amended, between the City and King County Fire Protection District No. 40. The City shall assign the King County Fire District No. 40 contract to the RFA on the Effective Date.

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

- **1.** Boundary Changes that do not require an RFA Plan amendment.
 - **1.1. City annexations of areas included within the boundaries of the District.** Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers between the fire protection district and the city.
 - **1.2. City annexations of areas not included within the District.** On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs as a result of annexation shall be between the transferring entity and the RFA.
 - **1.3. Annexation of a portion of the District by a City that is not a Participating Jurisdiction in the RFA.** On the effective date of such annexation, the territory annexed shall automatically be removed from the boundaries of the RFA. In this situation the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.
 - **1.4. RFA Annexations.** Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the

- statutory authority and procedures set forth in Chapter 52.04.001 through RCW 52.04.051.
- **1.5. RFA Partial Mergers.** Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and .100.
- **2.** Boundary Changes that require an RFA Plan Amendment.
 - **2.1. Annexations of Adjacent Fire Protection Jurisdictions.** The boundaries of the RFA may be expanded to include adjacent fire protection jurisdictions through the Plan Amendment and annexation procedures set forth at RCW 52.26.300.

RFA SECTION 4 PLAN REVISION DISPOSITION:

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

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

A. GOVERNING BOARD STRUCTURE AND OPERATION.

- **1. Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
- **2. Composition of Governing Board.** Upon the effective date of the RFA, the **Governing Board shall** include six (6) voting members consisting of three (3) current seated elected officials from the City to be appointed by the City Council and three (3) current seated members of the Board of Commissioners from the District. There shall also be a nonvoting member, representing contracting agencies, if any. The nonvoting member shall be a current seated elected official from a fire district or a city that contracts with the RFA. The composition of the Governing Board can be changed in the future by following the process identified in the RFA bylaws to amend this Section of the Plan.
- **3. Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
- **4. Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.
- **5. Compensation of Governing Board.** Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

RFA SECTION 5 PLAN REVISION DISPOSITION:

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

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. INTERIM RFA FINANCES

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

B. RFA REVENUES:

- **1. Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1) (b) at the initial tax levy rate of \$1 per thousand of assessed valuation.
- **2. Benefit Charge.** The RFA shall be authorized to impose a benefit charge on all improved properties within the RFA service area, initially based upon the general formula and methodology provided in **Appendix B** in accordance RCW 52.26.050(1)(a).
- **3. Service Contracts.** To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
- **4. Fire Impact and Mitigation Fees.** The RFA shall enter into an interlocal agreement with the City of Renton prior to the Effective Date to collect such fees generated within Renton City boundaries to the RFA. Any mitigation fees collected in excess of the debt service requirement for Station 13 shall be remitted to the RFA.
- **5. Permit, Plan Review, and Inspection Fees.** The RFA shall enter into an interlocal with the City of Renton prior to the effective date to collect and remit such fees generated within Renton.
- **6. Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including but not limited to revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

C. TRANSFER OF ASSETS.

District Assets. On the Effective Date, the District shall immediately transfer any
remaining and future assets to the RFA. Such assets shall include all real property and
personal property, including but not limited to furniture, office equipment, motor vehicles,
reports, documents, surveys, books, records, files, papers, or written material owned by or
in the possession of the District.

- **1.1 Reserve Fund.** On the effective Date, the District shall transfer its reserve fund to the RFA for the purposes of establishing a Capital Projects Reserve Fund. The Capital Projects Reserve Fund shall be used for capital expenditures having a cost greater than \$5,000.00 and a service life greater than three years (e.g., major equipment, fire apparatus, etc.) .
- **2. City Assets.** On the Effective Date, the City shall immediately transfer to the RFA the following assets:
 - **2.1.** The real property identified in Appendix D, and unless otherwise excluded, any building fixtures, furniture and contents thereof.
 - **2.2.** The apparatus/vehicles identified in Appendix E.
 - **2.3.** Balance in Fire Health & Wellness Fund (Fund 011) as of transfer date, and balance of the Fire small equipment replacement fund within Fund 501 on the effective date.
 - **2.4.** Unless otherwise specified herein no City funds shall be transferred to the RFA.
 - **2.5.** All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.
 - **2.6.** City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

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

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

D. DEBT.

- **1.** District rights and obligations under LEOFF 1 retiree medical shall be transferred to the RFA upon Effective Date, including the Long-Term Care policies with UNUM.
- **2.** The following City Debt/Obligation shall be retained by the City:
 - **2.1.** Loan on Fire Station 13.
 - **2.2.** The cost of developing of Fire Station 15, including all costs such as survey, design, permit, construction and any associated activities required to bring the station to operational status, in an amount not to exceed \$5.5 million. The cost is based on a 2015 estimate and shall be adjusted by the *Seattle Area Construction Cost* index as published by Engineering News Record (ENR.COM) annually thereafter until the project construction bid is awarded.
 - **2.3.** The cost of furnishing and equipping Fire Station 15 is not to exceed \$1 million.

- **2.4.** Obligations and assets related to City of Renton's Firefighter's Pension and/or LEOFF 1 retiree medical.
- **3. Future District Expenses.** All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

RFA SECTION 6 PLAN REVISION DISPOSITION:

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

SECTION 7	ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION
Revision	The ORGANIZATIONAL STRUCTURE - PERSONNEL - ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE.

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

B. PERSONNEL.

- **1. Fire Chief.** On the Effective Date, the Fire Chief of Renton shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
- **2. Personnel.** The existing personnel of the City Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in **Appendix C.** All City Fire Department personnel shall be transferred on the Effective Date at their current rank, grade and seniority.
- **3. Agreements.** All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the City shall be transferred over with all personnel on the Effective Date.

C. ADMINISTRATION.

- **1. Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures from the City Fire Department shall transfer over to the RFA unless otherwise noted in this plan.
- 2. **RFA Administrative Responsibilities.** On the Effective Date, the following functions of the RFA shall be the responsibility of the RFA. The RFA desires to contract with the City of Renton to perform some of the functions as described below by reimbursing the City appropriate service costs.
 - **2.1.** Recruitment and Hiring, Labor Relations and Negotiations and all administrative functions related to the Family Medical Leave Act (FMLA), the Family Care Act (FCA), and all other state and federal employment and labor laws.

The RFA intends to hire an HR/Finance Director immediately but will also contract all these services with Renton through the first full calendar year after the Effective Date. Unless otherwise mutually agreed by the City and the RFA, the RFA will assume all HR

related functions with its own staff starting January 1 of the second full calendar year after the Effective Date.

2.2. Health Insurance.

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

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

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

2.4. Payroll Services.

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

2.5. Legal Services.

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

2.6. Accounting Services.

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

2.7. Fleet Maintenance.

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

2.8. Facilities, IT, Communication.

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

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

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

- **3. City Retained Administrative Service Responsibilities.** The City of Renton shall continue to provide the following services:
 - **3.1.** The City of Renton LEOFF Board will continue to oversee LEOFF 1 benefits for City retirees in accordance with the City of Renton LEOFF 1 Policies and Procedures.
 - **3.2.** Civil Service Board. The RFA shall establish its own Civil Service process no later than January 1 of the second full calendar after the Effective Date. The City will continue to provide a Civil Service Board during the interim at no cost to the RFA.
 - **3.3.** Others. Unless specified herein, the RFA shall establish its own services no later than January 1 of the second full calendar after the Effective Date to perform any functions not identified in this Plan. City will provide such services during the interim and may recover any service costs from the RFA.
- **4. Seamless Transition.** Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the current City of Renton Fire Department.

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

SECTION 8	OPERATIONS AND SERVICES
Revision	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.

- **1.** All current operational and service delivery aspects of the City of Renton Fire Department shall be transferred to the RFA on the Effective Date.
- **2.** Current staffing models, standards of coverage, deployment standards, field operations, command staffing, and operational policies and procedures of the City of Renton Fire Department shall be transferred to the RFA and continued at the current level of service on the Effective Date.
- **3.** The RFA will adopt the City of Renton Fire Department Standards of Coverage Document, which will define services, levels of service, standards of coverage, development standards and customer expectations of the RFA.
- **4.** All current automatic aid and mutual aid agreements, and any other contractual services agreements, documents, or memorandums currently in place with the City Fire Department and the District shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.

B. FIRE PREVENTION SERVICES.

- **1.** Existing Service Providers:
 - **1.1.** The City of Renton, through the Renton Fire Department currently provides Fire Prevention Services pursuant to RCW 19.27.050 within the boundaries of the City of Renton:
 - **1.2.** King County currently provides Fire Prevention Services within the District.
- **2.** Fire Prevention Service Providers on Effective Date:
 - **2.1.** On the Effective Date, Fire Prevention Services within the boundaries of the RFA shall be provided as follows:
 - **a.** Within the City Renton: The RFA will provide Fire Prevention Services to the City of Renton. City of Renton shall designate the RFA Chief as its Fire Chief and the RFA Fire Marshal as its Fire Marshal, and the City will provide enforcement and prosecution support when appropriate.
 - **b.** Within unincorporated King County: King County shall provide Fire Prevention Services.

C. FIRE INVESTIGATION SERVICES.

- **1.** Existing Service Providers:
 - **1.1.** The City of Renton, through the Renton Fire Department currently provides Fire Investigation Services within the boundaries of the City of Renton:
 - **1.2.** King County currently provides Fire Investigation Services within the District.
- **2.** Fire Investigation Services On Effective Date:
 - **2.1.** On the Effective Date, Fire Investigation Services within the boundaries of the RFA shall be provided as follows:
 - **a.** Within the City Renton: The RFA will provide Fire Investigation Services to the City of Renton and the City of Renton shall designate the RFA Chief as its Fire Chief and the RFA Fire Marshal as its Fire Marshal. The City of Renton shall cooperate with the RFA in such investigations and provide police support and prosecute criminal acts when appropriate.
 - **b.** Within unincorporated King County: King County shall provide Fire Investigation Services.

D. EMERGENCY MANAGEMENT SERVICES.

- **1.** Existing Service Providers:
 - **1.1.** The City of Renton, through the Renton Fire Department currently provides Emergency Management Services within the boundaries of the City of Renton:
 - **1.2.** King County currently provides Emergency Management Services within the District.
- **2.** Emergency Management Services on Effective Date.
 - **2.1.** On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:
 - **a.** Within the City of Renton: The City of Renton shall provide Emergency Management Services within the city boundaries.
 - **b.** Within unincorporated King County: King County shall remain the provider of Emergency Management Services.

E. PUBLIC EDUCATION SERVICES.

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

F. TRANSITION OF SERVICES.

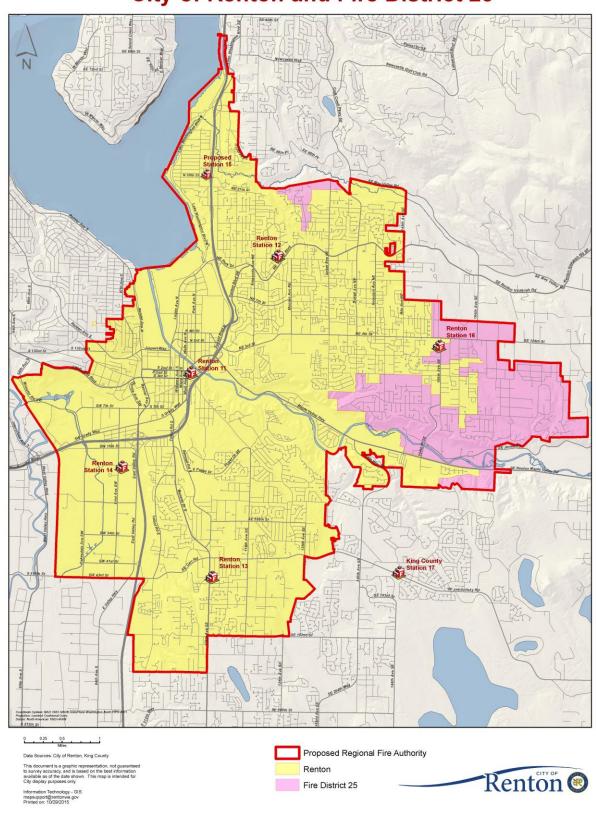
- **1.** In order to effectuate the transition of services identified above, the following shall occur on the Effective Date of the RFA:
 - **1.1.** The City of Renton Fire Department staff assigned to the Community Risk Reduction Section shall be transferred over to the RFA.
 - **1.2.** The RFA Community Risk Reduction Section shall be organized as provided in **Appendix C.**
 - **1.3.** The City of Renton agrees to designate the Chief and Fire Marshal of the RFA as the Chief and Fire Marshal of the City of Renton.
 - **1.4.** Unless otherwise noted in the RFA Plan or the Interlocal Agreement, the transfer of authority and the Community Risk Reduction Section of the RFA shall be seamless and shall initially model the current Community Risk Reduction Section of the City of Renton Fire Department.
 - **1.5.** The RFA shall enforce Fire Code within City of Renton and, except as provided in the Interlocal Agreement, the City shall provide the necessary prosecution and police support for enforcement of code enforcement issues.
 - **1.6.** The RFA shall conduct fire investigation within City of Renton and, except as provided in the Interlocal Agreement, the City shall provide the necessary prosecution and police support for enforcement of fire investigation issues.
 - **1.7.** The City of Renton will retain emergency management authority in accordance with Washington State Law within its jurisdiction.

RFA SECTION 8 PLAN REVISION DISPOSITION:

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

Appendix A: Jurisdiction Boundary Map

Proposed Regional Fire Authority City of Renton and Fire District 25



Appendix B: Fire Benefit Charge

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

- a. A property tax of up to \$1.00 per \$1,000 assessed values of property to support day to day operations and capital needs of the fire department; and
- b. A Fire Benefit Charge (FBC) of up to 60% of the operating budget and can be used only for day to day operational expenses such as salaries, equipment, fuel and utilities.

I. Fire Benefit Charge - (FBC) Formula

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

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

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

II. Definitions:

- **1.** \sqrt{Area} . The square root of the total gross square feet of the buildings/structures located upon the property. FBC will not be applied to parcels with a total improvement square footage less than 400 sq. ft.
- **2. Category Factor (CF).** The category factor is based upon building use and size. This information is obtained from the King County Assessor data base for each building subject to the FBC.

Building Use Categories:

- Residential Use: including one and two family buildings and condominium when unit ownership information is available in the King County Assessor's database.
- ➤ <u>Mobile Homes/Manufactured Homes</u>: Each mobile home unit whether it is located on a single land parcel or in a mobile home park.
- ➤ <u>Apartments</u>: other attached residential building structures.
- ➤ <u>Commercial Buildings</u>: all other uses including storage facilities, warehouses, offices, and commercial businesses.
- **3. Fire Flow Factor/Cost per Gallon (CPG).** The relative cost of providing the required fire flow per gallon during a fire incident. CPG is a balancing factor used as an adjustable multiplier to finely tune the FBC calculation across all properties to reach the desired target FBC amount.
- **4. Effective Response Force (ERF).** The effective response force factor is relational to the size of force in firefighters and equipment required to deliver the required fire flow.
- **5. Hazard Factor (HF).** The hazard factor represents the degree of risk caused by the use, processing, or storage of hazard materials with a building. The hazard factor reflects the need for larger and/or more specialized effective response forces. Hazard factors are determined from use and risk classifications found in the National Fire Protection Association (HFPA) Standard 13 (Standards for the Installation of Sprinkler Systems), and are applicable to commercial properties only.

The initial extra hazard charges are as follows:

- a. A 30% increase when products or uses with high combustibility or high rates of heat release are present.
- b. A 40% increase when products or uses with high quantities of flammable, combustible or hazardous materials are present.

No surcharge will be assessed on light and ordinary hazards.

6. Discounts.

- a. <u>Low Income Senior and Disabled Discount</u>: Low income senior or disabled person that qualify for property tax discount under RCW 84.36.381 through 84.36.389 will receive the same discount on FBC. If you think you qualify, please contact King County Exemption Unit at 206-296-3920 or visit their website King County Assessor Taxpayer Assistance.
- b. <u>Sprinkler System Discount:</u> Commercial and apartment buildings with full-coverage sprinkler system are eligible for sprinkler system discount.
- c. <u>Alarm Discount:</u> Commercial and apartment buildings with certified functioning alarm systems are eligible for alarm discount based on the type of alarm on premises.
- d. <u>Agricultural Use:</u> A discount for auxiliary structures, such as barns and/or storage sheds, used in conjunction to dairy, farming, and other agricultural operations. For the

purpose of FBC, properties used for marijuana growth, production, or processing are not considered agriculture use.

7. Exemptions to the Fire Benefit Charge.

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

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

III. Implementation Process:

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

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

 $\label{eq:Exhibit 1}$ Initial Fire Benefit Charge Formula and Factor Matrix

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

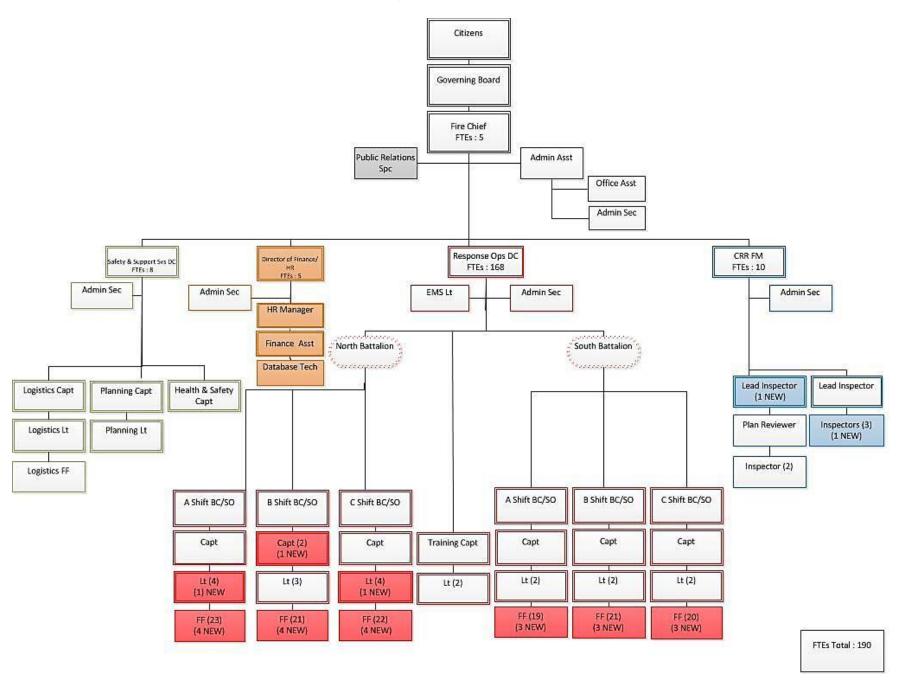
						To	tal sq	uare fo	otage	of stru	ıcture((s)									
Category Factors:	400 - 1,799	1,800 - 2,699	2,700 - 3,599	3,600 - 3,999	4,000 - 4,999	5,000 - 7,999	666'6 - 000'8	10,000 - 14,999	15,000 - 19,999	20,000 - 29,999	30,000 - 49,999	666'66 - 000'05	100,000 - 139,999	140,000 - 199,999	200,000 - 299,999	300,000 - 399,999	400,000-499,999	500,000-599,999	666'669-000'009	700,000-999,999	1,000,000 and >
Residential	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80												
Mobile Homes	0.75	0.75	0.75	0.75	0.75	0.75															
Apartments	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	3.25	3.25	3.25	6.70	6.70	8.60	11.10	14.25	14.25	14.25	14.25	14.25	14.25
Commercial	1.00	1.00	1.00	1.00	1.30	1.30	1.30	1.40	1.40	1.40	1.50	1.50	2.05	2.05	3.05	3.35	3.50	3.75	4.00	4.15	5.15
Fire Flow Factor (Cost Per Gallon):*		0.355124																			
Effective Response Factor:**	1.00	1.10	1.35	1.65	1.65	2.25	2.25	2.25	2.25												
Residential	1.00	1.00	1.00	1.00	1.00	1.00	2.23	2.23	2.23												
Manufactured Homes	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60
Apartments Commercial	1.18	1.18	1.18	1.18	1.18	1.18	1.75	1.75	1.75	2.65	4.10	4.10	4.10	4.10	4.30	4.30	4.40	4.50	4.50	4.50	4.50
Hazard Factor:***	1.10	1.10	1.10	1.10	1.10	1.10	217.0	217.0	2.7.5	2.00	20	20		1120							
Light/Ordinary Hazard	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ordinary Hazard - 1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ordinary Hazard - 2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Extra Hazard - 1	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30	1.30
Extra Hazard -2	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40
Discounts:																					
Automatic Fire Sprinklers	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900
Manual Local Alarm	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980	0.980
Manual Central Alarm	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
Automatic Local Alarm	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970	0.970
Automatic Central Alarm	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925
Agricultural	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25

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

^{**}Response factor is based upon the number of firefighters needed to deliver the required fireflow

^{***} Risk factors apply to commercial property, are defined by the NFPA and are assigned by inspection performed by the Fire Authority.

Appendix C Organization Structure



Appendix D Real Property

Facility	Year Built	Effective Yr	Address	Land Sf	Building SF	Transfer/ Lease**	Auxiliary Use/Notes
FS 11	1979	1985	211 Mill Ave S	28,750	21,000	L	
FS 12	2004	2004	1209 Kirkland Ave NE	53,255	15,800	L	
FS 13	2007	2007	18002 108th SE	37,956	20,521	T	Emergency and Backup Fueling Facility (right to use agreement??)
FS 14	1996	1996	1900 Lind	261,781	13,659	T	
Fire Training	1996	1996	1900 Lind	(included i	n above)	T	
FS 15*			334210-3245	23,766	7,500	Т	Assume 1/2 of the site is set-aside for water tank/reservoir with access easement from FS15
FS 16	1974	1984	12923 156th Ave SE	58,806	7,732	T	

^{*} Proposed Kennydale Station: 3-bays, 7500 sf, total land area is 47,500 sf

^{**} RFA to lease facilities at \$1 a year so long as the facility is used for Fire purpose. RFA is responsible for all maintenance and operating as well as repairs/rehabs costs of all facilities.

FS 17	1970	1985	14810 Petrovitsky Rd SE	54,310	6,836	NA	FD40 property, part of service contract w/ FD40

[&]quot;Used for fire service" shall mean more than 50% of the facility is used continuously for fire suppression, department support or administration.

Appendix E Personal Property – Vehicles and Apparatus

							ire Vehicles a					
EQ# ▼	Departr *	Mair ▼	Licens *	Moc♥	M T	Model I 🔻	VIN	Description	D Ψ	Division	Total Costs ▼	Total Costs
F095A	POOL38	1200	48350D	2009	FORD	ESCAPE	1FMCU59339KA12	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184	27,184
F096A	POOL38	1200		2009	FORD	ESCAPE	1FMCU59359KA12	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184	27,184
F098A	POOL38	1200	48353D	2009	FORD	ESCAPE	1FMCU59339KA12	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184	27,184
F099A	POOL38	1200	48354D	2009	FORD	ESCAPE	1FMCU59359KA12	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184	27,184
F100A	POOL38	1200	48355D	2009	FORD	ESCAPE	1FMCU59379KA12	2009 FORD ESCAPE HYBRID	Fire	Admin	27,184	27,184
F078	POOL39	1300	18016D	1997	FORD	TAURUS	1FALP52U4VA1946	TAURUS GL	Fire	Prevention and	15,070	-
F078-Rplc	POOL40	1300		2014	FORD	NEW Pickup	Truck		Fire	Prevention and	37,000	37,000
F062	POOL39	1300	56191D	1999	FORD	TAURUS	1FAFP52U4XG152	FORD TAURUS 4 DR	Fire	Prevention and	15,974	-
F062-Rplc	POOL40	1300		2015	FORD	NEW			Fire	Suppression	22,000	22,000
F084	POOL38	1400	35609D	2003	DMCH	INTREPID	2B3HD46R94H613	2003 DODGE INTREPID	Fire	Admin	15,761	15,761
F079	POOL40	1400	18182D	2001	FORD	CROWN VIC	2FAFP71W91X161	CROWN VICTORIA	Fire	Suppression	22,567	22,567
F429	POOL52	1500	49249D	2002	FORD	FOCUS	1FAHP36352W180	2002 FORD FOCUS	Fire	Suppression	19,500	19,500
F083	POOL38	2010	35610D	2003	CHEV	BLAZER	1GNDT13X13K166	2003 CHEVROLET BLAZER	Fire	Admin	22,468	22,468
F086	POOL38	2010	43848D	2007	FORD	ESCAPE	1FMYU93167KA60	2007 FORD ESCAPE	Fire	Admin	20,003	20,003
F087	POOL38	2010	44111D	2008	FORD	ESCAPE	1FMCU93188KA30	2008 FORD ESCAPE XLT	Fire	Admin	18,165	18,165
F104	POOL38	2010	53024D	2012	FORD	ESCAPE	1FMCU9C73CKA10	2012 FORD ESCAPE	Fire	Admin	19,883	19,883
F077	POOL39	2010	18163D	2001	DMCH	CHEROKEE	1J4FF48S01L5307	JEEP 4X4	Fire	Prevention and	22,959	22,959
F089	POOL39	2010	44110D	2008			1FMCU931X8KA30	2008 FORD ESCAPE XLT	Fire	Prevention and	18,165	18,165
F082	POOL38	2020	35098D	2003			1FMPU16L83LB01		Fire	Admin	28,948	28,948
F109	POOL38	2020	56473D	2013				CHEVROLET TAHOE	Fire	Admin	32,497	32,497
F434	POOL52	2020	49250D	2004				2004 CHEVROLET TAHOE	Fire	Suppression	31,000	31,000
F438	POOL52	2020	49253D	2007				2007 CHEVROLET TAHOE	Fire	Suppression	31,000	31,000
F080	POOL32	2020	33121D	2007				COMMAND VEHICLE	Fire	Suppression	78,274	78,274
F436	POOL52	2060		2005	CHEV				Fire	Suppression		
F088	POOL39	2060	45535D	2008	FORD			2008 FORD F250 4X4	Fire	Prevention and	25,000	25,000
F107	POOL40	2080		1991	ISUZ		JALM7A1N4M3200		Fire	Suppression	24,081	24,081
	POOL46	2085		1999	FORD		1FDAF57F3XEE930				-	-
F068 F091	POOL46	2085		2008	FORD				Fire	Dive Team	32,631	32,631
		2300		1990				2008 FORD F550 CREW CAB	Fire	Suppression	41,912	41,912
F044	POOL40	2300	07274D				1GCKP32K3L33114	HAZ MAT VAN	Fire	Suppression	31,143	-
F044-RpIc	POOL40			2015	CHEV				Fire	Suppression	350,000	350,000
F108	POOL38	2330		2000				CHEVROLET ASTRO VAN	Fire	Admin	-	-
F066	POOL39	2330	18106D	1999			1GKFG15R3X1150	GMC SAVANA VAN	Fire	Prevention and	20,750	-
F066-RpIc	POOL40	2330		2015	GMCX				Fire	Suppression	25,000	25,000
F067	POOL38	2330	18112D	1999			1GKDM19W9XB53	GMC SAFARI VAN	Fire	Admin	22,995	-
F067-RpIc	POOL40	2330		2015	GMCX				Fire	Suppression	25,000	25,000
F2514	POOL41	2385	56190D	2001				INTERNATIONAL/BRAUN AID UNIT	Fire	Suppression	132,276	132,276
F065	POOL40	2385	18125D	1999				INTERNATIONAL/BRAUN AID TRUCK		Suppression	133,476	133,476
F072	POOL40	2385	18133D	2000	INTE	4700	1HTSLAAL1YH2619	INTERNATIONAL/BRAUN AID TRUCK	Fire	Suppression	128,999	-
F072-Rplc	POOL40	2385		2014		NEW			Fire	Suppression	250,000	250,000
F110	POOL40	2385	57314D	2013	INTE	4400	3HAMRAZL1EL780	INTERNATIONAL BRAUN NW AID UNI	Fire	Suppression	220,725	220,725
F111	POOL40	2385	57313D	2013	INTE	4400	3HAMRAZLXEL780	INTERNATIONAL 4400 BRAUN AID U	Fire	Suppression	220,725	220,725
F2513	POOL41	2500	55958D	1996	EONE	PUMPER	4EN3AAA82T10062	1996 E-ONE PUMPER	Fire	Suppression	267,441	-
F2513-Rplc	POOL40	2500		2016	EONE	NEW			Fire	Suppression	510,000	510,000
F2515	POOL41	2500	56189D	2003	EONE	CYCLONE II	4EN3AAA8431006	2003 EONE PUMPER SO# 126791	Fire	Suppression	397,003	397,003
F057	POOL40	2500	17260D	1996	EONE	PUMPER	4EN3AAA88T10062	1996 E-ONE "CYCLONE"	Fire	Suppression	267,441	
F057-Rplc	POOL40	2500		2014	EONE	NEW			Fire	Suppression	510,000	510,000
F061	POOL40	2500	18052D	1998	EONE	CYCLONE II	4EN3AAA82W1009	E-ONE PUMPER	Fire	Suppression	268,463	-
F061-Rplc	POOL40	2500		2015	EONE	NEW			Fire	Suppression	510,000	510,000
F071	POOL40	2500	18132D	1999			4EN3AAA84X1000	E-ONE PUMPER		Suppression	315,766	315,766
F073	POOL40	2500	18140D	2000				E-ONE PUMPER SO#20688	Fire	Suppression	312,508	312,508
F074	POOL40	2500	18141D	2000				E-ONE PUMPER SO# 20689	Fire	Suppression	312,508	312,508
F085	POOL40	2500	41404D	2005				2005 EONE CYCLONE PUMPER	Fire	Suppression		393,592
F093	POOL40	2500	48335D	2003					Fire	Suppression	393,592	
F075	POOL40	2501	18134D	2000				95` AERIAL PLATFORM SO#120848	Fire	Suppression	494,531	494,531
	POOL40		54070D								676,802	676,802
F105		2501	34U/UD	2011				2011 EONE AERIAL 100` SO#136466		Suppression	1,004,969	1,004,969
F101	POOL 46	5060	10110	2008			SY0819-900173	2008 CLUB CAR INTELLITRAK 4X4	Fire	Admin	-	-
F070	POOL46	6425	18116D	1999				DIVE BOAT TRAILER	Fire	Dive Team	1,037	1,037
F430	POOL52	6425	58570C	1995			PH0B6L6691	1995 TURTLE WATER TANK 400 GAL		Suppression	-	-
F092	POOL39	6425	45540D	2007				2007 CARGOMATE TRAILER	Fire	Prevention and	7,572	7,572
F094	POOL39	6425	49210D	2008				2008 EAGLE UTILITY TRAILER	Fire	Prevention and	-	-
F106	POOL40	6425	55768D	2000				2000 FABRIQUE FOAM TRAILER	Fire	Suppression	-	-
F103 61	POOL38	6820	WN\$2635	2010	PLRS	SPIRIT	ZYPBY24PA808	2010 POLARIS SPIRIT INFLATABLE	Fire	Admin	39,637 \$ 8,581,133	39,637 \$ 7,542,857
Fire Distri	ct 40 Eaui	oment t	o be mair	ntained	by RF	A as part o	f FD40 service co	ntract				
F431	POOL52	2385		2002	_			2002 FORD AID UNIT	Fire	FD40	350,000	_
F439	POOL52	2385	97632C	2011	INTE			2011 INTERNATIONAL AID UNIT	Fire	FD40	265,964	
F439	POOL52	2500	65655C	2003				2003 SPARTAN PUMPER	Fire	FD40		-
	POOL52	2500	77001C	2006				2006 SPARTAN PUMPER	Fire	FD40	600,000	
-437		-500	.,,0010	2000	Si All	. OWN EN	.5/A12634060343	2000 SI ANTAN OWIFER	111E	. 540	600,000	-
		orgon -	Mana	mont C	ortio-	to romate	with the Cit.					
F437 <i>Vehicles u</i> F097A		ergency 1200	<i>Manage</i> 48352D	ment Se 2009			with the City	2009 FORD ESCAPE HYBRID	Fire	Needham	27,184	27,184