

Earning Trust Through Action

### **SEMIMONTHLY ACTIVITY REPORT**

March 14, 2019 3:30 PM Administration Building / Monroe

SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON

### **AGENDA**



# FIRE DISTRICT 7

arning Trust Through Action

#### **BOARD OF FIRE COMMISSIONERS REGULAR MEETING AGENDA**

Snohomish County Fire District 7 Administration Building / Monroe, WA 3:30 PM Thursday, March 14, 2019

#### 1. Open the Meeting of March 14, 2019

A. Commissioner Wells excused with prior notice

#### 2. Pledge of Allegiance

#### 3. General Public Comment

#### 4. Union Comment

- A. IAFF
- B. Teamsters

#### 5. Fire Chief Report

A. As presented

#### 6. Consent Agenda

- A. Review Vouchers:
  - 1) Vouchers: #718-19 #844-19; (\$642,529.53)
- B. Approve Payroll:
  - 1) Payroll: March 15, 2019; (\$879,161.46)
- C. Approval of Minutes
  - 1) Approve Regular Meeting Minutes February, 28, 2019
  - 2) Approve Special Joint Board Meeting Minutes March 4, 2019
- D. Secretary's Report on Correspondence
  - 1) Seminar Flyer / Registration WSRMG Chelan (Friday, May 31, 2019)
  - Evergreen Health of Monroe gave their Team Collaboration award to Snohomish County Fire District #7

#### 7. <u>Discussion Item</u>

A. DRAFT Co-Staffing Agreement for Station 13 (Updated)

#### 8. Action Item

- A. Board approval directing the Chief to draft and send a letter to VFIS of our notice of intent to terminate the contract at the end of 2019.
- B. Resolution 2019-6 Accepting Lake Stevens Fire Petition to Merge into Fire District 7

- C. Resolution 2019-5 Award the bid for the purchase of the Alumapro Recue Watercraft
- D. Budget Amendment #1
- E. Approve renewing Department of Corrections (DOC) Contract with 3% COLA
- F. Approve the Bid for Auto Extrication Hydraulic Tools
- G. Policies:
  - 1) 1-43 Serious Diseases
  - 2) 1-68 Pets in the work place

#### 9. Commissioner Committee Reports:

- A. Joint Fire Board with Mill Creek (Fay / Woolery / Waugh)
  - 1) TBD / Station 71
- B. Finance Committee (Waugh / Wells / Snyder)
  - 1) TBD / Admin Bldg.
- C. Policy Committee (Wells / Woolery / Schaub)
  - 1) TBD / Admin Bldg.
- D. Safety Committee (Fay / Schaub)
  - 1) Monday, March 25, 2019 18:00 / Station 71
- E. Risk Management (Schaub)
  - 1) Tuesday, April 23, 2019 19:00 / Snohomish Co. FD 22
  - 2) August 27, 2019 19:00 / Snohomish Co. FD 22
  - 3) November 5, 2019 19:00 / Snohomish Co. FD 22
- F. Labor / Management (Waugh / Wells / Fay)
  - 1) TBD
- G. Shop Committee (Snyder / Woolery / Fay)
  - 1) TBD / Admin Bldg.
- H. Strategic Plan Committee (Fay / Schaub / Wells)
- I. Capital Facilities Committee (Schaub / Snyder / Woolery)
  - 1) Station 33
  - 2) Station 72
  - 3) Station 32
  - 4) Station 76

#### 10. Other Meetings Attended:

- A. Snohomish County 911 (Waugh)
- B. Regional Coordination
  - Joint Fire Board Meeting Lake Stevens / District 7 March 28, 2019 – 17:00 / Station 31
- C. Leadership Meeting (Fay / Schaub / Wells)
  - 1) Thursday, April 3, 2019 09:00 / Location TBD
- D. Sno-Isle Commissioner Meeting
  - 1)Thursday, April 4, 2019 19:30
- E. SR 522 Coalition Meeting (Woolery / Silva)
  - 1) TBD

#### 11. Old Business:

#### 12. <u>Call on Commissioners:</u>

#### 13. Attendance Check:

A. Thursday, March 28, 2019 – 15:30 / Station 31 Training Room

#### 14. Executive Session:

A. RCW - 42.30.110(1)(g) – Employee Performance

### **FIRE CHIEF REPORT**



# Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

To: Board of Fire Commissioners From: Gary A. Meek, Fire Chief

Subj: Fire Chief Report for March 14, 2019

#### Fire Chief's Report:

- 1. The Arbitration Hearing for Employee Termination was extended to March 14, 08:30 17:00. Staff have continued to prepare testimony and documents for this hearing. Because of this Chief Silva will be filling in for me at this Board Meeting.
- 2. The District has continued to receive additional public records requests. Staff continue to review and release these records.
- 3. Staff members continue preparing for the upcoming mediation for Station 33. The date and time are still to be determined.
- 4. Staff met with Sherry Jennings, the new Marketing Director from Evergreen Monroe. The purpose of this meeting was to discuss the upcoming hospital levy increase they expect to place on the April ballot. They will be asking voters for a \$.20 cent increase.
- 5. Several staff members attended the monthly County Fire Chief's meeting.
- 6. We conducted a Joint Fire Board meeting on March 4<sup>th</sup>. Minutes for this meeting are attached in the Consent Agenda section of this report.
- 7. Snohomish Fire & Rescue suffered the loss of one of their long time secretaries this last weekend. Battalion 31 assisted their units on a call to relieve Battalion 41. Thank you to BC Fisher for taking this action. Chief Simmons indicated he will be reaching out for backup coverage once the plans for a memorial service are finalized. Our thoughts and prayers go out to the members of Snohomish Fire.
- 8. On 3/3/19 District 7 staff were dispatched to a fitness facility in Mill Creek for a report of a patient who had collapsed playing basketball. E76 and M76 arrived to find bystanders performing CPR on the patient. Our staff relieved the bystanders and took over the resuscitation. After a brief period of CPR and a couple of defibrillation attempts the patient was successfully resuscitated. The patient woke up and was somewhat able to communicate with our staff while being transported to the hospital. We would like to recognize Jeremy Yoder, Jeff Walker, Matt Ball, Cary Cronin, Brandon Gardner, Dave LeDuc, Cory Odgers, and Bill Wirtz on a job well done. Citizen CPR coupled with rapid response and teamwork resulted in a positive outcome for this patient. On 3/9/19 the patient and his wife came to Station 76 to offer their thanks to the crew for their efforts.
- 9. The resolution to accept the Lake Stevens Fire petition to merge into District 7 is in the Action Items section of this report. Staff recommend Board approval of this petition.
- 10. Chief Guptill has included a resolution to purchase the Alumapro, Recue Watercraft. Staff recommend approving this resolution.
- 11. Camille has included the updated Budget Amendment #1 in the Action Items section of this report.
- 12. The contract for the Department of Corrections is up for renewal. Staff recommends renewing the contract with a 3% COLA. Supporting documents for this contract are in the Action Item section of this report.
- 13. Chief Andrews has included a request for approval of the Auto Extrication Hydraulic Tools in the Action Item section of this report. Staff recommend approval of this purchase.
- 14. Lake Stevens Fire will be holding their 2<sup>nd</sup> public meeting regarding the merger at 10:00 am on Saturday, March 16<sup>th</sup> at their Conference Center. I will be in attendance at this meeting.

15. I missed including the Community Risk Reduction Division report for January in my last report so I am including it here for the Board to review:

#### Community Risk Reduction Officer's Report (January 2019):

- 1. Code Compliance Section
  - a. Outdoor Burning

East

Permits Issued – 14

Unlawful Burning - 3

West

Permits Issued – 15

Unlawful Burning - 6

- 2. Plan Review
  - a. City of Mill Creek

6.75 hours

b. City of Monroe

16.25 hours

c. Unincorporated Snohomish County

2 hours

- 3. Permit Inspection
  - a. City of Mill Creek

8 hours

b. City of Monroe

1 hour

c. Unincorporated Snohomish County

0 hours

- 4. Fire & Life Safety Inspections (Annual) by CRRD Personnel
  - a. City of Mill Creek

21 hours

b. City of Monroe

14.75 hours

c. Unincorporated Snohomish County

0 hours

- 5. Inspections Fireworks
  - b. City of Mill Creek

0 hours

c. City of Monroe

0 hours

d. Unincorporated Snohomish County

0 hours

- 6. Inspections Other
  - a. City of Mill Creek

0 hours

b. City of Monroe

2 hours

c. Unincorporated Snohomish County

1 hour

6. Company (Operations Division) Inspection

0 hours

- 7. Pre-Incident Planning Section
  - a. Pre-incident planning time
    - i. Operations Division
      - 1. Not currently efficiently measured
    - ii. Community Risk Reduction Division
      - 1. 58.5
  - b. Knox Rapid Entry System

West Battalion appliances: 424 East Battalion appliances: 294

Other appliances: 11

8. Outcome Analysis (In-district activity only) (Mutual aid given to 12 structure fires)

a. Structure Fires

In-District Fires: 4 Mutual Aid Given Fires: 2 Total Fire Count: 6 Total Saved: \$378,254 Total Loss: \$593,553

Location	Area	Type	Battalion	Shift	Loss	Saved		Call Proc. Time	Turnout Time	Travel Time	Response Time	ERF (14) Time	Fire Alarm	Fire Sprinkler	Cause
17702 30th Dr SE	Bothell	Res.	West	С	\$ 543,853	\$	60,427	01:15	01:09	02:57	04:06	09:52	Undetermined	None	Under Investigation
Everett Fire	Everett	Comm.	West	Α		Not Analyzed - Mutual Aid Given to Neighboring Agency									
South County Fire	Lynnwood	Res.	West	Α					Not Ar	alyzed - M	utual Aid Give	en to Neighb	oring Agency		
17702 30th Dr SE	Bothell	Res.	West	D	\$ 500	\$	59,927	01:02	01:28	04:09	05:37	11:30	None	None	Rekindle
20406 Little Bear Creek Rd	Woodinville	Res.	West	Α	\$ 46,000	\$	-	01:35	00:10	07:47	07:57	11:20	Failed to Operate	None	Undetermined
22106 SR 9 SE	Woodinville	Res.	West	С	\$ 3,200	\$ 2	257,900	00:56	01:42	05:38	07:20	10:36	Alerted occupants	None	Port. equipment failure

b. Other Incidents

a. EMS: 588 (67.5%)

b. Dispatched & canceled en route: 99 (11.4%)

c. MVC: 35 (4.0%)d. Other: 149 (17.1%)

e. Total: 871

9. Division Management

a. Training

Bowen – 8.25h Sexton – 0h Fitzgerald – 1.5h

a. Leave

75h

10. Challenges

- a. Breaking in new inspection software (and staff)
- b. Standing up new system for operational permit billing and issuance
- c. Working to identify an effective system for collecting / documenting / displaying pre-incident planning data

#### 11. Successes

- a. Live on Streamline software
- b. Posted opening for a temporary fire inspector
- c. Posted opening for public educator
- d. Quadrant books back from print shop
- e. Drafted a CRR succession plan and presented it to Labor / Management
- f. Placing a team focus on project prioritization
- g. NFIRS incidents submitted to federal database for all of 2018
- 12. Professional Associations
  - a. Fitzgerald attended Northwest Washington Chapter of ICC meeting
  - b. Bowen and Fitzgerald attended Snohomish County Fire Prevention Association meeting
- 13. Noteworthy Comments
  - a. Working with LSF on a division merger plan
  - b. Began regular CRR Division Team Meetings with merger organization
  - c. LSF returned their Assistant Fire Marshal position to bargaining unit

### **CONSENT AGENDA**

#### **BLANKET VOUCHER APPROVAL**

Voucher No.	Vendor Name	Total
		. 513.
718 - 19	Alderwood Auto Glass	353.48
719 - 19	All Battery Sales & Service	414.98
720 - 19	Allied Construction	24,055.80
721 - 19	Allied Construction	1,171.17
722 - 19	Allstream	547.75
723 - 19	Amerigas	661.32
724 - 19	Andgar Corporation	254.13
725 - 19	Aramark	145.96
726 - 19	Aramark	21.84
727 - 19	Bickford Motors, Inc	122.49
728 - 19	Blanchard Auto Electric Co.	45.90
729 - 19	Brandon Gardner	373.00
730 - 19	Braun Northwest, Inc.	61.46
731 - 19	Callback Staffing Solutions	827.42
732 - 19	Cary Cronin	273.00
733 - 19	Cascade Rescue	1,192.36
734 - 19	Central Welding Supply	1,092.48
735 - 19	City of Monroe	919.75
736 - 19	City of Monroe	285.03
737 - 19	Clearfly Communications	742.01
738 - 19	Cloth Tattoo, LLC	17.00
739 - 19	Cogdill, Nichols, Rein	3,124.90
740 - 19	Colby Titland	170.00
741 - 19	Comcast	1,230.58
742 - 19	Comcast	507.83
743 - 19	Comdata Network, Inc	1,601.07
744 - 19	Cressy Door Company, Inc.	3,671.18
745 - 19	Cross Valley Water District	1,084.38
746 - 19	CRS	7,320.64
747 - 19	Duo-Safety Ladder	54.49
748 - 19	EMS Technology Solutions	2,911.00
749 - 19	First Watch	403.00
750 - 19	Freightliner Northwest	543.12
751 - 19	Galls	2,417.56
752 - 19	Galls	1,263.93
753 - 19	Galls	410.55
754 - 19	Grainger	786.05
755 - 19	Grainger	51.70
756 - 19	Handtevy	2,843.25
757 - 19	Highway Auto Supply	199.25
758 - 19	Hill Street Cleaners	390.39
759 - 19	Iron Mountain	301.58

#### **BLANKET VOUCHER APPROVAL**

Voucher No Vonder Neme				
Voucher No.	Vendor Name	Total		
760 - 19	ISOutsource	5,566.42		
761 - 19	Justyn Shevlin	153.00		
762 - 19	Kent Bruce Co.,LLC	604.85		
763 - 19	Kirk Dunham	273.00		
764 - 19	L. N. Curtis & Sons	34.78		
765 - 19	Lemay Mobile Shredding	37.25		
766 - 19	LEOFF Trust	211,499.07		
767 - 19	LEOFF Trust	55,059.29		
768 - 19	LEOFF Trust	10,057.27		
769 - 19	LEOFF Trust	5,611.23		
770 - 19	Life Assist	1,451.43		
771 - 19	Life Assist	2,015.66		
772 - 19	Life Assist	524.16		
773 - 19	Life Assist	296.28		
774 - 19	Life Assist	1,300.21		
775 - 19	Lowe's Companies Inc.	86.02		
776 - 19	Lowe's Companies Inc.	21.29		
777 - 19	Lowe's Companies Inc.	234.55		
778 - 19	Lowe's Companies Inc.	256.60		
779 - 19	MacDonald-Miller	562.65		
780 - 19	MacDonald-Miller	1,687.96		
781 - 19	Monroe Chamber of Commerce	250.00		
782 - 19	Monroe Parts House	202.52		
783 - 19	Monroe Parts House	56.64		
784 - 19	Monroe Parts House	211.49		
785 - 19	Monroe Parts House	275.00		
786 - 19	Monroe Parts House	629.73		
787 - 19	Monroe Parts House	219.01		
788 - 19	Monroe Parts House	337.79		
789 - 19	Monroe Parts House	131.51		
790 - 19	Monroe Parts House	-59.62		
791 - 19	Monroe Parts House	168.33		
792 - 19	Monroe Parts House	453.96		
793 - 19	Monroe Parts House	537.00		
794 - 19	Monroe Parts House	771.96		
795 - 19	Monroe Parts House	119.08		
796 - 19	Monroe Parts House	252.79		
797 - 19	Monroe Parts House	159.78		
798 - 19	Monroe Upholstery	709.80		
799 - 19	Municipal Emergency Services	2,337.98		
800 - 19	Municipal Emergency Services	4,894.86		
801 - 19	NFPA	1,345.50		

#### **BLANKET VOUCHER APPROVAL**

========		=======
Voucher No.	Vendor Name	Total
802 - 19	Northwest Safety Clean	297.14
803 - 19	Office Depot	515.61
804 - 19	Office Depot	187.22
805 - 19	Office Depot	23.16
806 - 19	Oreilly Automotive	337.92
807 - 19	Pardee, Jennifer	1,119.25
808 - 19	Pat Gjerde	32.04
809 - 19	Petty Cash	6,553.70
810 - 19	Petty Cash	224.34
811 - 19	Physio Control	24,488.11
812 - 19	Purcell Tires & Rubber	92.64
813 - 19	Randy Mickels	273.00
814 - 19	Republic Services	653.78
815 - 19	Republic Services	125.44
816 - 19	Ricoh USA, Inc	784.27
817 - 19	S&P Design	209.66
818 - 19	Santander Leasing, LLC	99,985.48
819 - 19	Scott M. Dorsey	153.00
820 - 19	Silver Lake Water	328.32
821 - 19	Smith Fire Systems Management	463.00
822 - 19	Snohomish Aquatic Center	82.50
823 - 19	Snohomish County 911	61,578.57
824 - 19	Snohomish County 911	2,053.30
825 - 19	Snohomish County Fire District 7	2,048.77
826 - 19	Snohomish County Fire District 7	28,517.86
827 - 19	Snohomish County P.U.D. #1	3,490.53
828 - 19	Sound Publishing Inc	117.60
829 - 19	Speedway Chevrolet	780.50
830 - 19	Thyssen Krupp	217.69
831 - 19	Thyssen Krupp	653.05
832 - 19	Tribune	132.33
833 - 19	Troy Smith	153.00
834 - 19	True North Emergency Equipment	2,674.17
835 - 19	Trusteed Plans Service Corp	18,080.40
836 - 19	Trusteed Plans Service Corp	5,023.28
837 - 19	Trusteed Plans Service Corp	922.64
838 - 19	Tyler Compton	273.00
839 - 19	Tyler Technologies, Inc	1,937.50
840 - 19	UPS	15.22
841 - 19	Verizon Wireless	14.95
842 - 19	Washington State Fire Marshals	100.00
843 - 19	Wave Business	144.92

#### **BLANKET VOUCHER APPROVAL**

Voucher No.	Vendor Name			Total
844 - 19	Whelen			467.81
			Grand Total	642,529.53
certify that the	materials have been red ners #'s - 19 thro	nmissioners of Snohomish County F ceived or the services rendered as h ough <u>844 - 1</u> <b>9</b> re approved fo nonth of <u>March 14</u> , 2019	ereinafter specified and properties of the prope	
	Commissioner		Commissioner	
Attest to:	District Secretary	Date:		

MAR 12, 2019

SNOHOMISH COUNTY FIRE DISTRICT NO 7 - S948 CHECK DATE: 03/15/2019 WEEK 10

 163 VILLAGE COURT
 PERIOD BEGIN: 03/01/2019

 MONROE, WA 98272-0000
 PERIOD END: 03/15/2019

#### **Dear Paychex Preview Client,**

Enclosed are your payroll reports and checks. Please verify that all information is accurate and correct. If there are any questions or concerns, please contact us immediately.

If you have tax deposits due, ensure the deposits are initiated at least one banking day prior to the due date to avoid penalties. We will assume that these deposits were made on the due dates and they will be reflected on your returns accordingly.

This is a summary of your payroll transactions of the check date of 03/15/2019. It does not reflect miscellaneous administrative charges. Please refer to your Paychex Human Resource Services invoice(s) for any additional cash required for this check date.

#### **PAYROLL TOTALS**

560106.69		
5395.36	NUMBER OF PAYROLL CHECKS	166
565502.05		
203654.38	NUMBER OF AGENCY CHECKS	15
750.00		
1000== 00		
109255.03		
0.00		
109255.03	NUMBER OF CHECKS PRINTED	181
675507.08		
879161.46	NUMBER OF MANUAL/VOID TRANSACTIONS	0
	5395.36 565502.05 203654.38 750.00 109255.03 0.00 109255.03 675507.08	5395.36 NUMBER OF PAYROLL CHECKS 565502.05  203654.38 NUMBER OF AGENCY CHECKS  750.00  109255.03 0.00 109255.03 NUMBER OF CHECKS PRINTED  675507.08

#### AGENCY TOTALS

GPS 750.00 Deposit made by PAYCHEX INC. on your behalf.

NON-GPS 203654.38 You are responsible for making the deposit on or before the due date.

#### TAX DEPOSITS DUE

	TAX AGENCY	TAXPAY	NON-TAXPAY	DUE DATE
--	------------	--------	------------	----------

FEDERAL 109255.03 03/18/2019 Deposit made by PAYCHEX INC. on your behalf.

#### Summary Minutes of the Regular Board Meeting February 28, 2019

Commissioner Waugh called the meeting of the Board of Fire Commissioners to order at 1530 hours. Commissioners Fay, Schaub, Snyder, Waugh, and Wells were present. Commissioner Woolery was absent with prior notice.

#### **AGENDA CHANGES:**

- Removed draft Policy 1-40 Hiring from Discussion
- Discussion E: Commissioners Positions
- Discussion F: Responses to Unprotected Areas
- Discussion G: Cancelling VFIS

#### **GENERAL PUBLIC COMMENT:** None.

#### **UNION COMMENT:** None.

#### **CHIEF'S REPORT**

Assistant Chief Silva discussed items from the Chief's Report.

Assistant Chief Guptill introduced our new IT Support Services hire, Martin Paietta, to the board.

#### **CONSENT AGENDA**

#### A. Voucher Approval:

- Vouchers #374-19 through #547-19 in the amount of \$642,724.54 previously approved.
- Vouchers #548-19 through #717-19 in the amount of \$506,149.79 to be approved.

#### B. Payroll Approval:

- The February 15, 2019 regular pay was submitted for approval in the amount of \$939,816.32
- The February 28, 2019 regular pay was submitted for approval in the amount of \$927,517.21

#### C. Approval of Minutes

- 1) Approve Regular Meeting Minutes of February 5, 2019
- 2) Approve Special Joint Board Meeting Minutes February 6, 2019

#### **D.** Secretary's Report on Correspondence:

- Email from residents near Station 32

**MOTION:** Commissioner Wells moved and Commissioner Schaub seconded to approve the above consent agenda items. On vote, **Motion Carried 5/0** 

#### <u>DISCUSSION ITEMS:</u>

#### A. Draft Petition – Lake Stevens Fire to Merge into Fire District 7

This is going through the SEPA process now and will receive an action soon. Commissioner Fay noted to consider changing the word "new fire district" to state "merged fire district" in the petition. Commissioner Fay commented that he is anxious to get together at the upcoming March 4<sup>th</sup> joint board meeting at the Lake Stevens Conference Center to hear the report from the retreat.

#### B. Draft Co-Staffing Agreement for Station 13

AC Andrews passed on that the agreement was introduced to the District 1 Board for review and are waiting for response on that. It was questioned and pointed that the District has never costaffed a station in the past. The issues surrounding supervision, discipline, policies & procedures, transport fees, and shared vehicles were discussed. All the equipment and vehicles will be District

7's responsibility and the station expenses will be District 1's responsibility. The current plan is for District 7 to handle all the EMS transport billing fees and invoice District 1 for their portion.

#### C. Draft Budget Amendment #1

CFO Tabor discussed the budget lines proposed for amendment #1-2019. The General Fund Beginning Balance was increased by \$3.6 million. A lot of that money will possibly transferred out into reserves. The General Fund expenses saw changes to leave sell back, comp time sell back, and the earmarks that are also discussed in the 4<sup>th</sup> quarter report for items that must be spent in a certain manner from 2018 but not yet spent. She discusses items requested for 2019 that were not budgeted as well as 2018 encumbrances. Big items on the second page were inter-fund transfers out, transfers to the Construction Fund for \$1,150,000. An additional \$1 mill transferred to the Apparatus Fund, an additional \$1 mill transferred to the Emergency Reserve, & \$90,531 for the Retirement Reserve for a recent retirees medical. Bond Fund taxes are down because of actual taxes collected. The Apparatus Fund beginning balance was higher than expected because one of the trucks wasn't purchased. The Shop combines Expense, Leave Buy-Out and Capital funds. The Finance Committee has reviewed the amendment. Commissioner Waugh was requested to have it marked DRAFT in the future when reviewing in discussion and dated for approval date.

#### D. Draft Policies for review:

- a. 1-43 Serious Diseases: It was noted that in the second of the last paragraph of page one, it needs to state "Employees who have a serious disease and who want an accommodation shall..." instead of "should". The last sentence of the same paragraph needs to read "if it believes the employee is a health or safety threat to them self..."
- b. 1-68 Pets in the Work Place

#### E. Commissioner Positions

The Board reviewed and agreed with the Snohomish County Elections Department on their updated clarification on Snohomish County Fire District 7 Board of Commissioners terms and positions.

#### F. Cancelling VFIS Insurance

Assistant Chief Silva noted the issue with not having enough time last year to give VFIS cancellation notice. Chief Silva recommended getting authorization from the board to send notice to VFIS. The Board directed that this be placed on the next meeting agenda as action.

#### G. Resolution #2018-11 Responses to Unprotected Areas

Assistant Chief Silva commented on the details of a proposed fee schedule and if Collections would be used. The fee based schedule would need to be run by the attorney as well. Would calls cancelled en-route also be billed? AC Silva requested board direction to then update the Resolution with more detailed billing direction. Commissioner Fay inquired if any research had been done related to the EMS contracts (Gold Bar, Sultan), and if that model be used. Commissioner Schaub suggested to table this discussion for 40 days to see what the end of the legislation session states that would resolve this whole topic. If passed, the law will go into effect within 90 days. Brief discussion took place surrounding the current collection procedure with Systems Design and whether the wish would be to adopt that or something different. It was suggested to bring a fee schedule to the board as soon as possible and discuss the collections at a later date.

#### **ACTION ITEMS**:

None

#### **COMMISSIONER COMMITTEE REPORTS**

A. Policy Committee: Met January 28, 2019 1500 Admin Building.

- **B.** Safety Committee: Meeting next February 25, 2019 at 1800 Station 71. Commissioner Schaub noted three L&I injury claims, one slight vehicle collision in a narrow unplowed driveway sliding into a rockery denting a bumper. Commissioner Fay mentioned there was some employee activity regarding procedures with cancer causing situations and installing kits on the rigs.
- C. Capital Facilities Committee: Looking at some retreat dates for the near future.

#### OTHER MEETINGS ATTENDED

- A. Snohomish County 911: Assistant Chief Guptill noted there was a presentation from an architectural firm that had been engaged with before the merge regarding future facilities. They passed the 10 of a percent funding for the radio system but the language includes the potential to use it for all things 911 including potentially replacing a dispatch center in the future. The Board discussed putting a committee together to discuss the possibilities of determining what a purpose-built dispatch center would look like in Snohomish County.
- **B. Regional Coordination:** Joint Commissioner Meeting, March 4 6pm at Lake Stevens Fire Conference Center.
- C. Leadership Meeting: Meets next April 3 0900. John Schneider gave his speech, then Chief Meek gave an executive presentation on the Sikora Report and it was interesting to have Union President Michael McConnell give his comments and his take on it as well with the overall message to use the report to better the district as a whole.
- **D.** Sno-Isle Commissioner Meeting: Meets next March 7, 2019 at 1930 at South County. Commissioner Wells noted the topic would be on Tips on the Trenches presented by the PIO/PE's from South County and District 7,

#### **OLD BUSINESS:**

Commissioner Wells shared that last Tuesday was Lake Stevens' public hearing on the merger that was well attended with around 30 people and 10 of them being from the community. Most of the comments had to do with funding and debt, effects of response times, and the new station on Cavalero. It was a really positive forum with Scott Dorsey representing District 7.

#### **CALL ON BOARD:** None

#### **ATTENDANCE CHECK**

All board members in attendance noted they would be available for the upcoming meetings:

- Joint Board Meeting March 2, 2019 at 1800 Lake Stevens Conference Center
- Regular Board Meeting Thursday March 14, 2019 at 1530 in the District 7 Administration Building with the exception

#### EXECUTIVE SESSION: None

The meeting was adjourned at 1647 pm by Commissioner Waugh.

#### **Snohomish County Fire District #7**

Jamie Silva	
Secretary of the Board	

#### Summary Minutes of the Special Joint Commissioner Workshop March 4, 2019

The Board of Fire Commissioners for SCFPD #7 and Lake Stevens Fire met in special session on March 4, 2019 at the Lake Stevens Fire Conference Center located at 10518 18<sup>th</sup> Street SE, Lake Stevens, WA 98258.

Commissioner Elmore called the meeting of the Joint Board of Fire Commissioners to order at 1801 hours. Commissioners Fay, Snyder, Waugh, Wells and Woolery with Snohomish County Fire District 7 and Commissioners Elmore, and Steinruck with Lake Stevens Fire were present. Commissioner Gagnon was absent with prior notice.

#### **LEADERSHIP RETREAT REVIEW**

Chief O'Brien commented on the recent leadership retreat. It was a very productive three days of working together and learning more about each other's organizations. Pat Sikora spoke with the group on an overview of the report; spoke on the importance of culture, perceptions, & communications; and engaged in team building exercises. The second day with Pat Sikora dug deeper into the culture of the two districts and what a merged districts culture would look like. Got us thinking about who we are a separate organization and who want to be. We talked about fears, challenges and hurdles. We also discussed our objectives and goals. It got us thinking "We", to put the past in the rear-view mirror and move forward, to transform our organizations into one new organization, and face-to-face communications etc.

Some conclusions that the team came to was that both organizations have great people and have outstanding service. Pat Sikora's model showed that the districts would work well together. The bottom line was to always continually seek improvement. Chief Meek commented on the great team building skills that Chief O'Brien organized, good relationships were built and barriers were broken down. Commissioners Elmore and Waugh had positive comments to their attendance. Commissioner Waugh felt that the retreat showed that while we would be just fine alone, we'd be better together.

#### **MANAGEMENT PLAN**

Chief O'Brien asked the boards if they had any questions or concerns. Chief Meek noted that they've presented the management plan a couple times to the District 7 board already and are now waiting to put it into place.

Commissioner Waugh requested to add to evaluate the Fire Chief not just to select and supervise, under Commissioner Responsibilities on Page 5 of the Management Plan. In addition, he asked how the board establishes the level of risk that is acceptable within the community, and whether or not the current studies need to be expanded to cover both areas clearly. He also inquired as to how Lake Stevens come to the realization that they needed to add an FTE for a Paramedic position and would like to see numbers to show why, so it can be shown to the public when they ask for money. A brief discussion took place surrounding these topics. Commissioner Schaub commented that when the districts merge there would be another Standards of Cover review and recommended a Joint Fire Commissioner Retreat. Commissioner Elmore agreed. Commissioners Elmore and Waugh will touch base going forward on retreat dates.

Chief Meek noted that on March 14 District 7 will be entertaining the action of accepting the petition of Lake Stevens Fire to merge with District 7. Should the petition be favored on this date, he'd like to have a discussion with the board as to when to begin implementing the management plan. Commissioner Elmore would like to address the policies and procedures up front before moving forward and would like to discuss that at the next joint board meeting. Access to both districts policies and procedures was identified by Commissioner Elmore to be helpful to have.

Commissioner Fay clarified that once the management plan was put into place, the phase two of that would be to have executive staff interviews and once that process is done, he inquired if the moves would occur within this interim year? Chief's Meek and O'Brien commented that the idea was that there will be the need to have people in certain positions doing things as separate agencies but that yes, the District wants to do everything they can to get

things set up to be as successful as possible. Some of this answers pertains to the executive session and would like to reserve some of the discussion for that.

Commissioner Schaub noted that it was previously mentioned that the management plan could potentially begin as early as April 1, Chief O'Brien could be standing in as the merged chief. He passed this on after Chief Meeks' presentation of Pat Sikora's report, addressed at the Leadership meeting, McConnell noted that we don't want the report weaponized, but want to move forward to use it for good.

Commissioner Waugh questioned what it would look like if the community says "no". Chief O'Brien commented that a citizen also asked that very question and the Districts response was that, first of all the message would be loud and clear that the communities don't want the districts to merge, but that the Districts may still choose to continue to work together.

Commissioner Elmore also pointed out that we don't want to be in the situation that we *need* to merge for financial reasons and the best time is now while there is not a financial need.

#### **BOARD GOVERNANCE POLICY**

Commissioner Schaub spoke briefly regarding the review of neighboring districts policies to compare where the holes might be. Lake Stevens has board ethics in their governance policy whereas District 7 does not and District 7 has some other details that that Lake Stevens does not.

It was requested to have attorney, Brian Snure, review these two documents and create a merged policy.

#### **NEXT JOINT COMMISSIONER MEETING DATE**

Chief O'Brien requested to have the board pick the next couple of joint board meetings. Brief discussion took place. It was recommended that it would be more helpful to just set a normal pattern and time for joint meetings. Brief discussion took place surrounding good options. It was decided to have the 4<sup>th</sup> Thursday at 5pm of every month be joint meetings. The meetings would be rotated between Lake Stevens and Monroe

**MOTION:** Commissioner Wells moved and Commissioner Schaub seconded to have the Regular Board Meeting that occurs the 4<sup>th</sup> Thursday time moved to 5pm and to be a Joint Commissioner meeting with Lake Stevens Fire. On vote, **Motion Carried 6/0** 

#### **EXECUTIVE SESSION**

The Joint Commissioners went into Executive Session at 1851 for forty five (45) minutes per RCW 42.30.110(1)(c) to consider the minimum price at which real estate will be offered for sale.

Regular session resumed at 1934 with no action as a result.

The meeting was adjourned at 1934 by Commissioner Elmore.

**Snohomish County Fire District #7** 

Jamie Silva	
Secretary of the Board	

### CHELAN CLASS, GOLF AND HOSPITALITY ANNOUNCEMENT

### JOHN K. MURPHY JD

"Your Role in Preventing Legal Fires"
See Attached Overview

Friday, May 31, 2019
10 AM – 4 PM
(Held 1 day before Conference)

Lakeside Lodge Motel
2312 W Woodin Ave, Chelan
\*800-468-2781 or 509-682-4396
\*Sleeping Rooms Still Available

Sponsored by
Washington State Risk Management Group
\$125 Includes Class, Breaks and Lunch

Followed by Hospitality 5 - 8 PM at Campbell's Resort (Room to be Announced)
For Commissioners & a Guest

\*\*\*\*GOLF\*\*\*\*

Chelan Municipal Course
Thursday May 30
Lunch 1-2 PM Golf 2 – 5:30 PM,
Scramble Format, Shot Gun Start
\$65 Includes Golf, Cart, Lunch,
Beverage Tickets & Prizes

**公文的**《日本》

### Sponsored by Washington Risk Management Group

### No Class Cancellations after May 15, 2019 Transfers with Approval

CLASS SIGN UP: John K Murphy, Chelan May 31, 2019
Sponsored by Washington Risk Management Group

Sign up with this form; we will bill your department for the class
Sign Up for Class Must Be Received by May 15, 2019
Members of:
Fire District Name, Department, Company, City
# Attendees X \$125 = \$
BillingAddress:
Phone:Fax:
Email:
Attendees: (Please print)
Name/Title:
Name/Title:
Name/Title:
(no limit to # of attendees, add another sheet if needed)
Email: mailc@nichinsure.com, Fax: 360-623-1054, Or Mail:
118 W Pine St., Centralia, WA 98531
If sending a check, please make checks payable to:
Nicholson & Associates, LLC

Questions: (360)736-7601

### Sponsored by Washington Risk Management Group

### **Golf Tournament**

Scramble Format with Shot Gun Start
Thursday, May 30, 2019 - Lunch 1-2 Golf @ 2 – 5:30 PM
\$65 Ea Person Includes Golf, Cart, Lunch, Beverage Tickets
Event at Chelan Municipal Golf Course

No Golf Cancellations after May 1, 2019
Transfers with Approval, Must Call Us With Info

Transfers with Approval, Must Call Us With Info				
Sign up with your check and this form Please make checks payable to Nicholson & Associates				
Members of:				
Fire District Name, Department, Company, City				
# Attendees X \$65 = \$				
BillingAddress:				
Phone:Fax:				
Email:				
Attendees: (Please print)				
Name/Title:				
Email: mailc@nichinsure.com, Fax: 360-623-1054, Or Mail:				
118 W Pine St., Centralia, WA 98531				
If sending a check, please make checks payable to:				
Nicholson & Associates Insurance				
Questions: (360)736-7601				

#### Your role in Preventing Legal Fires

The threat of a lawsuit places our fire departments, elected officials, fire officers, firefighters and EMS personnel in harm's way when something goes wrong in the operations, policies and practices of the fire department especially in the area of personnel management, response, customer service and interpersonal relationships.

This interactive class explores the relationship of the law and the fire service and how the fire department and their staff has a direct impact in preventing the legal fires that affect fire departments.

#### We will discuss:

- Current Issues in the Fire Services
  - o What is going on in our industry from a national and local perspective
- Employee Issues
  - o Key areas of Fire and EMS Liability
  - o Hiring and Termination
  - o Personnel Protections Volunteer and Career
  - o Ethical Rules and Codes of Conduct
  - Must have policies
- Freedom of Speech
  - o Use of Social Media
  - o 1st Amendment limitations
- Harassment and Discrimination
- Diversity and Inclusion
- Documentation
  - o Fire & EMS
- Use of Drones
- Firearms for EMS and Firefighters
  - o Use of force
  - o Bullet Resistant Vests
- Driving Apparatus and Training
- Case Law review



# 2019 TEAM COLLABORATION

This certificate is awarded to

### FIRE DISTRICT #7

We are honored to recognize all you do for the hospital, our patients and staff.

Renée Jensen, CAO

Brenda West, CNO

Dr. Midori Larrabee, CMO

John Green, FO

### **DISCUSSION ITEMS**

# INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY FIRE DISTRICT #7 AND

# SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY FOR CO-STAFFING RFA STATION 13

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between SNOHOMISH COUNTY FIRE DISTRICT #7, a municipal corporation (the "District"), and SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY, a Washington municipal corporation (the "RFA").

**WHEREAS**, the District and the RFA each provide fire and emergency medical services;

**WHEREAS**, the District owns, operates and maintains Station 77 (the "Gold Creek Station") located at 6610 Snohomish-Cascade Drive, Snohomish, Washington, with three (3) personnel, a fire engine, and an aid unit.

**WHEREAS**, the RFA owns, operates and maintains Station 13 (the "Silver Firs Station") located at 13611 Puget Park Drive, Everett, Washington, three (3) personnel, a fire engine, and a paramedic unit.

**WHEREAS**, the Gold Creek Station and Silver Firs Station are less than two (2) miles distant from each other:

**WHEREAS**, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery;

**WHEREAS**, a purpose of this Agreement is to further intergovernmental cooperation between the parties and to enhance the capability of providing high quality fire and emergency medical services to the communities served by the two fire agencies that are the subject of this Agreement; and

**WHEREAS,** in lieu of operating the Gold Creek Station, the District and RFA desire to jointly staff and operate the Silver Firs Station to provide fire and emergency medical services in accordance with the terms of this Agreement; and

**WHEREAS**, the District and the RFA are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the District and the RFA to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### I. PURPOSE

The purpose of this Agreement is to establish a contractual arrangement under which the District and the RFA jointly staff and operate the Silver Firs Station to provide fire protection and emergency medical services in accordance with the terms of this Agreement.

#### II. TERM

This Agreement shall become effective on or before January 3, 2020 (the "Effective Date"). All terms and conditions of the Agreement shall remain in full force and effect until terminated as provided herein. Either Party may terminate this agreement by providing the other Party with written notice of their intention to terminate; provided, however, the effective date of terminate of this Agreement shall be no earlier than one (1) year following the date the Party provides such notice. In no case shall a Party provide notice of their intention to terminate during the first two (2) years following the Effective Date.

#### III. STAFFING

**3.1 Shifts.** The Silver Firs Station will be staffed with four shifts: A-Shift, B-Shift, C-Shift and D-Shift.

#### 3.2 Employee Staffing.

3.2.1 The Parties shall supply the following personnel for each shift:

Shift	District	RFA
A and C	One (1) Company Officer	Two (2) Firefighters
	One (1) Driver Operator	
	One (1) Firefighter	
	One (1) Battalion Chief	
B and D	Two (2) Firefighters	One (1) Company Officer
		One (1) Driver Operator
		One (1) Firefighter
		One (1) Battalion Chief

- 3.2.2 The District and RFA agree from the personnel listed above that each party shall supply one (1) Paramedic for each shift at the Silver Firs Station so that both the fire engine and Emergency Medical Service paramedic unit are Advanced Life Support (ALS).
- 3.2.3 Except for the Battalion Chief, each employee shall be assigned exclusively to the Silver Firs Station during their shift.
- **Supervision**. The Battalion Chief shall supervise the general operations of the station, and the duties and direction of the company officer and other personnel assigned at the Silver Firs Station. In the event of personnel issues involving District/RFA personnel arise which may be appropriate for disciplinary action, the agency of employment may take appropriate action based on its internal procedures for such action.

**3.4 Not Employees of Other Party**. The employees assigned to the Silver Firs Station shall remain employees of their respective agencies at all times and shall not be deemed loaned employees.

#### IV. SILVER FIRS STATION

- **4.1** <u>Use of Station</u>. The RFA shall provide the Silver Firs Station and all necessary station equipment, furnishings, and supplies. Subject to the indemnification provisions herein, the RFA shall be solely responsible for maintenance and repair of the Silver Firs Station.
- **4.2** <u>Compliance</u>. The District will ensure that its personnel assigned to the Silver Firs Station comply with all RFA policies and procedures applicable to being assigned at an RFA fire station.
- **4.3** <u>Utilities</u>. The RFA shall be solely responsible for all utility charges incurred at the Silver Firs Station.

#### V. APPARATUS

- **5.1** Apparatus and Associated Equipment. The District shall assign one (1) fire engine, one (1) Emergency Medical Service paramedic unit and provide all usual and customary apparatus equipment and supplies, (collectively the "Designated Apparatus") to the Silver Firs Station. Subject to the indemnification provisions herein, the District shall be solely responsible for maintenance, replacement and repair of the Designated Apparatus.
- **Compliance**. The Designated Apparatus and equipment provided by the District for the purpose of this Agreement shall meet all statutory and regulatory requirements, including, without limitation, those set forth in Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC.

#### VI. JOINT OPERATION

- **6.1 Mutual Cooperation**. This Agreement shall be implemented and administered by the Fire Chiefs of the District and RFA, or their respective designees. The Fire Chiefs shall meet and confer as needed concerning the operation and implementation of this Agreement.
- **6.2 Concurrent Emergencies**. Responses to concurrent emergencies may be determined by the Battalion Chief based upon his or her operational judgment and without regard to where the emergency is located. The Battalion Chief shall have discretion as to which incident shall be answered first, and shall be the sole judge to the most expeditious manner of handling and responding to such incident.
- **6.3 Ownership**. All property to be used, provided, and/or acquired by either Party for the purposes of this Agreement shall remain the separate property of that Party.
- Service transports by the paramedic unit at the Silver Firs Station. The District shall retain applicable fees collected from Emergency Medical Service transports originating within the District. The District shall transfer to the RFA applicable fees collected minus invoicing costs, from Emergency Medical Service transports originating within the RFA. The District shall transfer to the RFA fifty-percent (50%) of applicable fees minus invoicing costs, collected from Emergency Medical Service transports originating outside of both the District and the RFA.

#### VII. LIABILITY

**7.1** Acts of Employees. Each of the parties shall, at all times, be solely responsible 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.

#### 7.2 Indemnification.

- 7.2.1 To the fullest extent permitted by law and subject to the following conditions, each Party (the "Indemnitor") shall defend, indemnify and hold harmless the other Party, and its elected officials, volunteers, officers, agents, employees, attorneys, and insurers (collectively, the "Indemnitees") from demands, claims, fine, penalty, suits, judgments, or liability for loss or damage (including, but not limited to, reasonable attorneys' fees) arising from or related in any way to the negligent and willful acts or omissions of Indemnitor under this Agreement.
- 7.2.2 Indemnitor's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of the Indemnitees. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of the Indemnitor or its officer, employee or agent and the Indemnitees, their officers, employees or agents, this indemnity provision shall be enforceable only to the extent of the negligence of the Indemnitor, its officers, employees, or agents.
- 7.2.3 FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE INDEMNITOR BY THE INDEMNITEES UNDER SUCH INDEMNIFICATION PROVISION, THE INDEMNITOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

The foregoing provision was	specifically negotiated a	and agreed upon I	by the parties
hereto.			

The District's Initials:	The RFA's Initials:

#### VIII. INSURANCE

- **8.1** The District's Insurance Policies. The District shall maintain, at its own expense, the following insurance at all times during the Agreement:
  - i. Commercial Automobile Liability Insurance including coverage for onsite and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident.
  - ii. **Commercial General Liability Insurance** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.
- **8.2** The RFA's Insurance Policies. The RFA shall maintain, at its own expense, the following insurance at all times during the Agreement:
  - i. **Property Insurance** including coverage for losses or damage to the Silver Firs Station, equipment, and furnishings, with limits of not less than their replacement cost.
  - ii. **Commercial Automobile Liability Insurance** including coverage for onsite and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident.
  - iii. **Commercial General Liability Insurance** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.
- **8.3** Coverage Terms. Except with respect to the Property Insurance, each of the policies required herein of one Party shall name the other Party as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the other Party and its elected officials, employees, or agent; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the primary insured Party which might otherwise result in a forfeiture of said insurance; (iv) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

#### IX. MISCELANEOUS

- **9.1 Recording**. A copy of this Agreement shall be filed with the Snohomish County Auditor or posted on the website of either party.
- **9.2 Notices**. All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid upon deposit in the United States mail and mailed to the parties at the following addresses:

The District: Snohomish County Fire District #7

ATTN: Fire Chief 163 Village Court Monroe, WA 98272

The RFA: South County Fire

ATTN: Fire Chief

12425 Meridian Avenue S.

Everett, WA 98208

The parties agree that the addresses of all parties to which notice shall be given may be changed at any time by written notice to the other party.

- **9.3 Disputes**. This Agreement shall be governed by the laws of the State of Washington. If the parties cannot mutually resolve a dispute or claim, the parties agree that the dispute or claim shall be submitted to binding arbitration. The parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04A and that the parties will jointly stipulate to an arbitrator, whose fees shall be split evenly. Any arbitration action brought under this Agreement shall occur in Snohomish County. Each party expressly waives their right to a jury.
- **9.4 Severability**. If any provision to this Agreement shall be held as invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if such invalid or unenforceable provision was not contained within this Agreement.
- **9.5** Independent Municipal Governments. The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the District and the RFA.
- **9.6 No Waiver**. No waiver of any provision of this Agreement by either Party shall under any circumstance constitute or be deemed a waiver of any other breach of the same or any other provision or requirement.
- **9.7 No Benefit to Third Parties**. This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons.
- **9.8 Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- **9.9** Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**9.10** Entire Agreement. The entire agreement between the Parties hereto with respect to the joint staffing and operating of the Silver Firs Station is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

SNOHOMISH COUNTY FIRE DISTRICT #7	SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY	
Date:	Date:	
Roy Waugh, Chairman	Jim Kenny, Chair	
William Snyder, Vice Chairman	Benjamin Goodwin, Vice Chair	
Jeff Schaub, Commissioner	David Chan, Commissioner	
Leslie Jo Wells, Commissioner	Christine Frizzell, Commissioner	
Randy Woolery, Commissioner	Jim McGaughey, Commissioner	
Randy Fay, Commissioner	Bob Meador, Commissioner	
	Richard Schrock, Commissioner	

### **ACTION ITEMS**

## SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 RESOLUTION NO. 2019-6

**A RESOLUTION** of the Board of Commissioners of Snohomish County Fire Protection District No. 7, approving the Petition of the Board of Commissioners of Lake Stevens Fire requesting that Lake Stevens Fire be merged into Snohomish County Fire Protection District No. 7.

WHEREAS, in accordance with the Interlocal Agreement entered in August 21, 2018, Lake Stevens Fire and Snohomish County Fire Protection District No. 7 have been working together administratively; and

**WHEREAS,** in accordance with the Interlocal Agreement entered in August 21, 2018, Lake Stevens Fire and Fire District No 7 have consolidated certain administrative operations; and

**WHEREAS**, the consolidated administrative operations of Lake Stevens Fire and Fire District No 7 has improved quality and efficiency in the fire and emergency medical services provided in both districts; and

**WHEREAS**, the joint operations of Lake Stevens Fire and Fire District No 7 have also allowed both districts to efficiently maximize the benefits of their combined resources; and

**WHEREAS**, the Board of Commissioners of Lake Stevens Fire and District No. 7 recognize that the communities of both fire districts will continue to grow and that both Districts must diligently plan for this growth so that they may continue to provide excellent fire and emergency medical services: and

**WHEREAS**, the Board of Lake Stevens Fire and the Board of Fire District 7 have determined that the Districts are in reasonable proximity and believe that by merging Lake Stevens Fire into Fire District No 7, the new fire district will be able to provide the organizational structure, legislative control, administrative organization, funding, and operation necessary to better manage the impending growth of the communities in which both fire districts serve while increasing the ability to effectively deliver the fire and emergency medical services thereto; and

**WHEREAS**, the Board of Fire District No. 7 desires to approve the petition the Board of Lake Stevens Fire so that the two districts may ultimately merge pursuant to RCW 52.06.

#### **NOW THEREFORE.**

<u>Section 1.</u> The petition of the Lake Stevens Fire Board and the conditions attached thereto (attached as Exhibit A) is approved as presented to the Board of Fire District No. 7; and

**Section 2.** The Fire Chief shall transmit the petition of the Board of Lake Stevens Fire

back to Lake Stevens Fire with a copy of this resolution so it may proceed with the merging procedure identified in RCW 52.06.

**ADOPTED** by the Commission of Snohomish County Fire Protection District No. 7, the 14<sup>th</sup> day of March, 2019, and duly authenticated in open session by signatures of the Commissioners voting in favor thereof and the seal of the Commission duly affixed.

District No. 7

**Snohomish County Fire Protection** 

Attest:

Jamie L. Silva, District Secretary

#### CERTIFICATION

I, the undersigned, Secretary of Snohomish County Fire Protection District No. 7 ("Fire District No. 7"), hereby certify as follows:

- 1. The attached copy of Resolution No. 2019-6 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a special meeting of the Board of Fire Commissioners of Fire District No. 7 (the "Board of Fire District No. 7") held on march 14<sup>th</sup>, 2019, as the Resolution appears on the minute book of Fire District No. 7 and the Resolution is now in full force and effect.
- 2. The regular meeting was held in accordance with law.
- 3. A quorum of the members of the Board of Fire District No. 7 was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 14<sup>th</sup> day of March, 2019.

Jamie L. Silva District Secretary

### LAKE STEVENS FIRE PETITION

**A PETITION** of the Board of Commissioners of Lake Stevens Fire to the Board of Commissioners of Snohomish County Fire Protection District No. 7 to approve the merger of Lake Stevens Fire into Snohomish County Fire Protection District No. 7.

**WHEREAS**, the Board of Commissioners of Lake Stevens Fire recognizes that the communities of both fire districts will continue to grow and that it must diligently plan for this growth so that it may continue to provide excellent fire and medical emergency services; and

**WHEREAS**, the Board of Lake Stevens Fire has determined that Snohomish County Fire Protection District No. 7 is geographically located in such a manner that the governance, management and services of the merged Districts could be delivered effectively; and

**WHEREAS**, the Board of Lake Stevens Fire believes that by merging Lake Stevens Fire into Fire District No. 7, the new fire district will be able to provide the organizational structure, legislative control, administrative organization, funding, and operation necessary to better manage the impending growth of the communities in which both fire districts serve while increasing the fire and emergency medical services thereto; and

NOW THEREFORE, PURSUANT TO ITS AUTHORITY IN RCW 52.06.020, THE BOARD OF COMMISSIONERS OF LAKE STEVENS FIRE HEREBY DECLARES THAT DISTRICT No. 7 IS WITHIN REASONABLE PROXIMITY OF LAKE STEVENS FIRE AND HEREBY PETITIONS THE BOARD OF COMMISSIONERS OF SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 TO APPROVE THE PETITION OF LAKE STEVENS FIRE TO MERGE INTO SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 SUBJECT TO THE CONDITIONS STIPULATED IN ADDENDUM "A" ATTACHED HERETO.

ADOPTED by the Commission of Lake Stevens Fire, this \_\_\_\_\_ day of February, 2019, and duly authenticated in open session by signatures of the Commissioners voting in favor thereof and the seal of the Commission duly affixed.

Lake Stevens, Fire

By: fry Cull

Vice Ohair Jim Steinruck

Commissioner Paul Gagnon

Mimi Jamon

Board Secretary Laana Larson

#### ADDENDUM A

- 1. To the best extent possible, all employees of Lake Stevens Fire will be integrated into the combined workforce of the new merged District considering their current position and working conditions.
- 2. The new merged District shall endeavor to maintain or improve staffing levels in all geographic areas of the new merged District.

#### **SEPA** ENVIRONMENTAL CHECKLIST

#### Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

#### Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to <u>all parts of your proposal</u>, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

#### Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

#### Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the <u>SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D)</u>. Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

#### A. Background [HELP]

1. Name of proposed project, if applicable:

Proposed merger of Lake Stevens Fire District No. 8 with Snohomish Fire Protection District No. 7.

2. Name of applicant:

Lake Stevens Fire District No. 8

3. Address and phone number of applicant and contact person:

Kevin O'Brien, Fire Chief Lake Stevens Fire 1825 S Lake Stevens Rd Lake Stevens, WA 98258 (425) 334-3034

4. Date checklist prepared:

February 8, 2019

5. Agency requesting checklist:

Snohomish County Fire Protection District No. 7

6. Proposed timing or schedule (including phasing, if applicable):

The proposed merger of Lake Stevens Fire District No. 8 and Snohomish County Fire Protection District No. 7 would occur on January 1, 2020 pending a successful vote of the people during the August 2019 election.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No. While Lake Stevens Fire District No. 8 has a Captial Facility Plan, the projects discussed in that planning document are not connected to this proposal.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Not applicable

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Not applicable

10. List any government approvals or permits that will be needed for your proposal, if known.

Lake Stevens Fire District No. 8 and Snohomish County Fire Protection Districts 7 approval; Boundary Review Board review, vote of the citizens to merge the two Snohomish County Fire Protection Districts. See also proposed Snohomish County Fire Protection District No. 7 Resolution No. 2019 - \_\_\_\_\_\_\_, approving the petition of Lake Stevens Fire District No. 8's Petition for Merger attached hereto as Exhibit "A".

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

For details of the proposed merger of Lake Stevens Fire District No. 8 with Snohomish Fire Protection District No. 7, please see Lake Stevens Fire & Snohomish County Fire District 7 Merger Management Plan and Finance Model 2019 Presentation, attached hereto as Exhibit "B", and Lake Stevens Fire District No. 8 Petition for Merger signed February 6, 2019 attached hereto as Exhibit "C".

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Please refer to Figure 1 identifying the boundaries for Lake Stevens Fire District No. 8 which is proposed to merge with the boundaries of Snohomish County Fire Protection District No. 7. The current boundaries for Lake Stevens Fire District No. 8 is identified by the light green shaded area labeled as "LSF" and Snohomish Fire Protection District No. 7 is identified by the light green shaded area labled as "SCFD 7" in the below map.

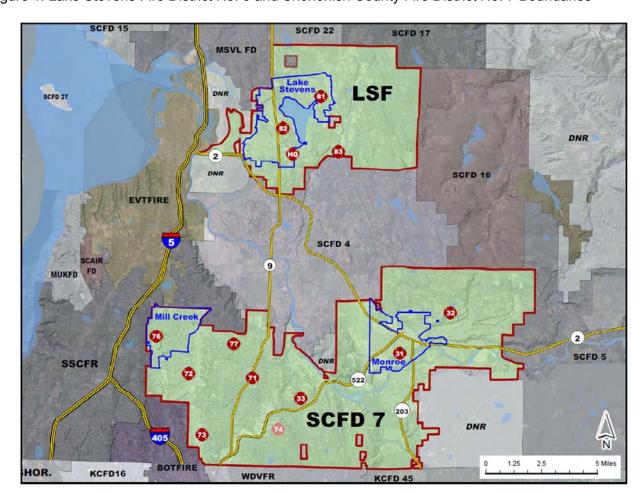


Figure 1: Lake Stevens Fire District No. 8 and Snohohish County Fire District No. 7 Boundaries

#### B. Environmental Elements [HELP]

#### 1. Earth [help]

a. General description of the site:

Not Applicable

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

b. What is the steepest slope on the site (approximate percent slope)?

#### Not Applicable

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

#### Not Applicable

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

#### Not Applicable

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

#### Not Applicable

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

#### Not Applicable

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

#### Not Applicable

#### 2. Air [help]

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

#### Not Applicable

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

#### Not Applicable

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

#### Not Applicable

#### 3. Water [help]

- a. Surface Water: [help]
  - 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

#### Not Applicable

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

#### Not Applicable

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

#### Not Applicable

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

#### Not Applicable

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

#### Not Applicable

- b. Ground Water: [help]
  - 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

#### Not Applicable

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

#### Not Applicable

- c. Water runoff (including stormwater):
  - Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

July 2016

2) Could waste materials enter ground or surface waters? If so, generally describe.

#### Not Applicable

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

#### Not Applicable

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

#### Not Applicable

#### 4. Plants [help]

a. Check the types of vegetation found on the site:

#### Not Applicable

deciduous tree: alder, maple, aspen, other
evergreen tree: fir, cedar, pine, other
shrubs
grass
pasture
crop or grain
Orchards, vineyards or other permanent crops.
wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
water plants: water lily, eelgrass, milfoil, other
other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

#### Not Applicable

c. List threatened and endangered species known to be on or near the site.

#### Not Applicable

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

#### Not Applicable

e. List all noxious weeds and invasive species known to be on or near the site.

#### Not Applicable

#### 5. Animals [help]

a. <u>List</u> any birds and <u>other</u> animals which have been observed on or near the site or are known to be on or near the site.

#### Not Applicable

#### Examples include:

birds: hawk, heron, eagle, songbirds, other: mammals: deer, bear, elk, beaver, other: fish: bass, salmon, trout, herring, shellfish, other

b. List any threatened and endangered species known to be on or near the site.

Not Applicable

c. Is the site part of a migration route? If so, explain.

Not Applicable

d. Proposed measures to preserve or enhance wildlife, if any:

Not Applicable

e. List any invasive animal species known to be on or near the site.

Not Applicable

#### 6. Energy and Natural Resources [help]

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not Applicable

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not Applicable

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not Applicable

#### 7. Environmental Health [help]

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.
  - 1) Describe any known or possible contamination at the site from present or past uses.

#### Not Applicable

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

#### Not Applicable

 Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

#### Not Applicable

4) Describe special emergency services that might be required.

#### Not Applicable

5) Proposed measures to reduce or control environmental health hazards, if any:

#### Not Applicable

#### b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

#### Not Applicable

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

#### Not Applicable

3) Proposed measures to reduce or control noise impacts, if any:

#### Not Applicable

#### 8. Land and Shoreline Use [help]

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

#### Not Applicable

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

#### Not Applicable

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

#### Not Applicable

c. Describe any structures on the site.

#### Not Applicable

d. Will any structures be demolished? If so, what?

#### Not Applicable

e. What is the current zoning classification of the site?

#### Not Applicable

f. What is the current comprehensive plan designation of the site?

#### Not Applicable

g. If applicable, what is the current shoreline master program designation of the site?

#### Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

#### Not Applicable

i. Approximately how many people would reside or work in the completed project?

j. Approximately how many people would the completed project displace?

Not Applicable

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not Applicable

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Not Applicable

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not Applicable

#### 9. Housing [help]

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not Applicable

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not Applicable

c. Proposed measures to reduce or control housing impacts, if any:

Not Applicable

#### 10. Aesthetics [help]

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not Applicable

b. What views in the immediate vicinity would be altered or obstructed?

Not Applicable

b. Proposed measures to reduce or control aesthetic impacts, if any:

#### Not Applicable

#### 11. Light and Glare [help]

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not Applicable

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not Applicable

c. What existing off-site sources of light or glare may affect your proposal?

Not Applicable

d. Proposed measures to reduce or control light and glare impacts, if any:

Not Applicable

#### 12. Recreation [help]

a. What designated and informal recreational opportunities are in the immediate vicinity?

Not Applicable

b. Would the proposed project displace any existing recreational uses? If so, describe.

Not Applicable

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not Applicable

#### 13. Historic and cultural preservation [help]

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Not Applicable

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts,

or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

#### Not Applicable

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

#### Not Applicable

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

#### Not Applicable

#### 14. Transportation [help]

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

#### Not Applicable

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

#### Not Applicable

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

#### Not Applicable

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

#### Not Applicable

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

#### Not Applicable

f. How many vehicular trips per day would be generated by the completed project or proposal?
If known, indicate when peak volumes would occur and what percentage of the volume would

be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

#### Not Applicable

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not Applicable

h. Proposed measures to reduce or control transportation impacts, if any:

Not Applicable

#### 15. Public Services [help]

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not Applicable

b. Proposed measures to reduce or control direct impacts on public services, if any.

None necessary. Approval of the merger will reduce or control direct impacts on public services.

#### 16. Utilities [help]

a.	Circle utilities currently available at the site:
	electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system
	other

#### Not Applicable

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not Applicable

#### C. Signature [HELP]

ead agency is relying on them to make its decision.
Signature:
Name of signee
Position and Agency/Organization
Date Submitted:

The above answers are true and complete to the best of my knowledge. I understand that the

#### D. Supplemental sheet for nonproject actions [HELP]

(IT IS NOT NECESSARY to use this sheet for project actions)

land agame, in valving on them to make its decision

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed merger of fire districts will not increase discharges, emissions, production of noise or the production, storage or release of toxic or hazardous substances. The proposed merger of fire districts will create efficiencies in fire district operations and responses, likely resulting in a decrease of the above effects.

Proposed measures to avoid or reduce such increases are:

None Necessary.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed merger of fire districts will not affect plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None necessary.

3. How would the proposal be likely to deplete energy or natural resources?

Proposed merger of fire districts will not deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None necessary.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed merger of fire districts will not use or affect environmentally sensitive areas, or areas designated for government protection.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None necessary

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed merger of fire districts will not affect land or shoreline use in a manner incompatible with existing plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None necessary

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed merger of fire districts will not increase demands on transportation or public services and utilities. Rather, the proposed merger of fire districts will likely create efficiencies in public services, reducing demands on public services.

Proposed measures to reduce or respond to such demand(s) are:

None Necessary

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Proposed merger of fire districts will not conflict with local, state or federal laws or requirements for the protection of the environment.

### DETERMINATION OF NONSIGNIFICANCE (DNS) PURSUANT TO WAC 197-11-340

Description of proposal: Proposed Lake Stevens Fire merger with Snohomish Fire Protection District No. 7.

Proponent: Lake Stevens Fire

Location of proposal, including street address, if any; **Jurisdictional areas of Lake Stevens Fire and Snohomish Fire Protection District No. 7** 

Lead agency: Snohomish Fire Protection District No. 7

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.	
$\square$ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further on the DNS.	r comment period

**X** This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by March 6, 2019 in writing or by email to the Responsible Official at the following address:

Responsible Official: Jamie Silva

Position/title: Assistant Fire Chief Administration Phone: 360-794-7666

Address: 163 Village Court Monroe, WA 98272

Email: jsilva@snofire7.org

Date: 2/20/19 Signature: Jamie L. Silva

**X** There is no agency appeal.

#### **SNOHOMISH COUNTY FIRE DISTRICT #7**

#### **RESOLUTION #2019-5**

### A RESOLUTION TO DELACRE A SOLE AWARD FOR THE PURCHASE OF A CUSTOM WATER RESCUE WATERCRAFT

**WHEREAS**, Snohomish County Fire Protection District #7 has an immediate need for a Water Rescue Watercraft; and

**WHEREAS**, The current second rescue boat utilized for the Districts water rescue activities was not purpose built and creates significant operational and safety deficiencies; and

WHEREAS, Alumapro, Recue Watercraft manufactured by Mackinnon Marine Technologies are specifically customized and purpose built personal watercraft designed specifically for operating in the challenging water conditions we frequently encounter; and

**WHEREAS**, Mackinnon Marine Technologies is the sole producer and selling agent of this type of watercraft; and

**WHEREAS**, Snohomish County Fire Protection District #7 has directly negotiated a beneficial purchase price; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FIRE DISTRICT #7, SNOHOMISH COUNTY, STATE OF WASHINGTON THAT:

- a) The District shall designate Mackinnon Marine Technologies as the "Sole Source" provider for this water rescue craft.
- b) The District shall award the purchase of the custom Water Rescue Craft to Mackinnon Marine Technologies for the amount of \$55,572.00.
- c) The above amount does not include WA State Sales Tax which will need to be paid locally in the amount of \$5,112.62
- d) Total purchase amount to be \$60,684.62

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT #7 THIS 14<sup>th</sup> day of March, 2019.

Randy Fay, Commissioner	Roy Waugh, Commissioner
Jeff Schaub, Commissioner	Leslie Jo Wells, Commissioner
William Snyder, Commissioner	Randall Woolery, Commissioner
ATTEST:	
District Secretary	

MMTI
7810 King St.
Anchorage, AK 99518
(907) 770–1201
WWW: AlumaWatercraft.com



March 4th 2019

#### Sole Source AlumaPro™ Rescue Watercraft - Alaska

MacKinnon Marine Technologies Inc (MMTI) is the only provider of the AlumaPro Rescue Watercraft. The procurement of our crafts is considered sole source as defined by **NASPO** (National Association of State Procurement Officials) based on meeting the following criteria:

- MMTI is the only source that can legally provide the commodity or service (Fabrication and delivery of an AlumaPro Watercraft);
- 2. MMTI is a unique source. There is not another known manufacture of a similar craft and MMTI owns both copywrite and trademarks which we do not license for others to manufacture or sell;
- 3. MMTI crafts are compatibility with a public safety agency mission;
- 4. MMTI includes in their sales a copywrite design and proprietary systems, licenses, specialized parts;
- 5. Rescue Water Craft design and production requires a highly specific professional expertise and MMTI builds each boat to the specifics required by the customer; and
- 6. MMTI is does not use distributors or sales territories for its products. We are direct sale to customers all across America as well as foreign markets. All Sales are made and managed through our Anchorage location.

Nick Kellar
CEO MMTI (Featuring AlumaPro, AlumaSki and AlumaCon)
7810 King Street
Anchorage, AK 99518
Office (907) 770-1201
Cell (907) 830-5217
Nick@AlumaWatercraft.com

## 2019 Pricing

**Snohomish Fire Department** 

 163 Village Ct
 Dat
 3/1/19 0:00

 Monroe, WA 98272
 Quo
 Sno-43525

Patrick Gjerde

(360) 794-7666 or (425) 330-3252. Email: pgjerde@snofire7.org

		Unit Price	QTY	Total
Base mod	del			
	2019 AlumaPro RWC "SAR"	\$48,972	1	\$48,972
Options				
- P	King Trailer, Single Axle Galvanized (Model KB-1750)	\$3,000	1	\$3,000
	High Surf "Fish" Rescue Board	\$2,600	1	\$2,600
	Trailer box for Rescue Board	\$800	1	\$800
	Windshield	\$600	0	\$0
	GPS (Garmin)	\$1,200	0	\$0
	Marine Radio	\$1,200	0	\$0
	Emergency lighting	\$750	1	\$750
	Trailer Cover	\$1,000	1	\$1,000
	Rescue Board Cover	\$550	1	\$550
	Development of Department Standard Operating Procedures	Incl in Base Price	1	Incl
	Certified Water Rescue Course			
	- hands on 3 day at your training location \$500 per person (6-person minimum) plus expense			\$0
	Freight and Delivery Set up costs			\$0
	Within Alaska	\$1,800		\$0
	West Coast	\$3,500	1	\$3,500
	Mid America	\$4,000		\$0
	East Coast	\$4,500		\$0
	Credit for 2019 Promotions & Discounts. (Includes	(\$5,600)	1	(\$5,600)
	\$600 discount for picking up machine at warehouse)	(1-,000)		(+-))
	Total			\$55,572

2019 Price is a 7% increase from 2018 and includes current terriff and tax changes. AlumaPro Model - Not Configured for USCG PWC Recreational Resale

Snohomish 59 3/1/19



#### Terms and Conditions

- 1. Warranty 1-year Drive train, and 1-year Hull for normal use.
- 2. Point of Production Anchorage, Alaska
- 3. Lead-time and Point of Delivery Production time is generally 14 weeks from receipt of order with payment to Functional Checkout. Time frames do not include shipping durations.
- 4. Payment 50% is due at time of order placement and covers the purchase of materials and Drive Train. An additional 25% is due upon completion of Powder coating, and final payment is due upon successful Functional Checkout of the watercraft. Customers are encouraged to witness all functional checkouts.
- 5. Registration and taxes Customer is responsible for any registrations and taxes due.
- 6. Hazards Operating personal watercraft can be hazardous, particularly in areas of swift water or other hazards in the water. Purchaser must review safety instructions for small craft and PWC and operate the craft safely within the limits of their own abilities and the limits of the watercraft. Customers are responsible to insure others who are not familiar with safe operations do not operate craft. Review the owner's manual for additional important information.
- 7. Terms and Conditions MacKinnon Marine Terms and Conditions Apply.
- 8. Shipping arrangements- Shipping estimate price includes delivery and owners review with an MMT representative on site.
- 9. MMT offers training at the owners location and recommends that operators receive at least 24 hours of hands on instruction.

#### **Base Model Equipment**

- -2 Bilge Pumps (1 jet driven, 1 electric
- 1200 gph)
- -Dual Captains Cove w/ Round Stock on Outer Rails
- -Rear Accessory Attachment Hoop
- "Under Cargo Light"
- -Dock Line Hoops Center Location on Both Port &
- Starboard
- -Front Hatch Compartment
- -Fire Extinguisher
- -Flotation Foam
- -Powder Coat Interior/Exterior
- -Engine Ventilation Blower
- -Drive by wire controls w/Reverse Yamaha 1800cc 4 cylinder

- -Navigation Lights
- -Front Head Light
- -Rear Cargo Light
- -Lower Rear Deck
- -Wing Walk Surfaces
- -Handle Bar Warmers
- -Stomp Grate
- -Front Push Bumper
- -3 Point Harness Attachment (On Lower Deck)
- -Control Panel w/ 12V & USB
- -Side Rub Rail
- -Second Battery with Dual Switch
- -Department lettering / logo



# Snohomish County FIRE DISTRICT 7

Earnina Trust Through Action

Assistant Chief Guptill,

After our watercraft replacement assessment was completed, we determined that a small jet watercraft would be most appropriate to replace the current Aluma-weld (BT32) while increasing our rescue capabilities. Personal watercrafts (PWC) met most of the criteria of our assessment; however, we determined that an aluminum flat bottom hull is necessary for our waterways due to the shallow river conditions.

Snohomish County Fire District 7 Water Rescue Committee members researched all PWC manufacturers on the market. Over the course of a year, we became CALFIRE certified PWC operators, conducted side by side model comparisons in person, completed feasibility studies on multiple PWC models and their rescue capabilities within our District, established deployment model, assessed hull durability, craft stability and also gathered input from Police and Fire Departments in the region that use PWC's. Additionally, we reached out to colleagues on the east coast who have used these PWCs during the major flooding and took their input into consideration as well. The AlumaPro has proven itself repeatedly in all types of water. We learned that there is only one model within the entire PWC industry that is fabricated out of aluminum. The Aluma Pro Rescue Watercraft by MacKinnon Marine Technologies.

Here are just a few features on the AlumaPro that other PWCs do not offer -

- PWC is constructed from 100% marine grade aluminum.
- Aluminum hull withstands hits and limits hull damage from other submerged objects.
- 5-foot beam, Flat bottom hull and jet drive allows shallow operating draft and a much greater stability than all other PWC's tested.
- Intake grate designed to only allow debris in that can be quickly flushed out withno damage to the impeller. Intake grate is made of metal to take abuse from impacts against rocks, and a <u>stomp grate</u> that can be cleared from the driver's seat.
- Shallow angled bow allows for walking/ standing/ working off of bow.

Other manufacturers build a Personal Water Craft for more forgiving water conditions, none of which offer the above features. It is these design features and many more that make the AlumaPro the most appropriate watercraft for our diverse water ways and hazards.

It is my opinion that we should look specifically at the AlumaPro because it's the only watercraft I could find that meets our specific needs. The AlumaPro is a <u>"one of a kind"</u>, engineered and designed for our extreme needs / requirements.

Respectfully,

Patrick Gjerde Rescue Boat Coordinator

# MMT (907) 770-1201 • ALUMAPRO-RWC.com • Lori Price (907) 317-4714 AlumaPro PWC Comparison Chart









			p
Type of PWC	PWC	Modified PWC	AlumaPro RWC
Specs			
Engine	1050сс -1800сс	4-stroke 1503cc	4 -stroke 1800cc
Length/Width	11 ft/ 3.9 ft	11 ft/ 5.5 ft	13 ft/ 5 ft
Dry Weight/Capacity	800 + lb/ 496 lb	965 lb/ 650 lb	925 lb/ 1000 lb
Seating	3	3	4+ w/ Life Sled
Engine			
Power Plant	Varies	Sea Doo	Yamaha
Fuel Capacity/Type	Varies/ Unleaded	15.9 US Gal/ Unleaded	18.5 Gal/ Unleaded
Cooling System	Varies	Closed Loop Engine,	Water Inlet
		Water Inlet Exhaust	
Lifecycle Considerat	ions		
Hull Design	Deep V Fiberglass	Deep V Fiberglass w/	Flat bottom/Shallow V w/
		Inflatable Sponsons	One Piece ¼ in Aluminum
Useful Life of PWC /	1 to 5 Years*/	1 to 5 Years*/	20+ years/
Cost Per Year	\$3,600/Yr	\$7,600/Yr	\$1,800/Yr
Time on the Market	30+ Years	2 Years	6 Years
Warranty	12 Month Limited	12 Month Limited	1 Yr- Engine, 2 Yr- Hull
Search and Rescue			
Ocean & Waves	Compatible	Compatible	Compatible
Swift Water Use	Semi Compatible	Semi Compatible	Best in Class
Flood Water Use	Not Compatible	Not Compatible	Best in Class
Shallow Water Use	Not Compatible	Not Compatible	Best in Class
3 Point Attachment	Owner modified	Owner Modified	Standard
Rescue Handles	No	Yes	Yes
Side loading Stability	Medium	Better	Best in class
Other Features			
Reverse/Trim System	Manual/ Electronic	Electronic	Electronic
Integrated Dashboard	No	No	Yes**
Water Intake Grate	Aluminum	Aluminum	Steel
Min Water/Plan Level	3 ft / 18 in	3 ft / 18 in	3 in / 12 in
Bilge	1	1	2 Redundant Systems
Side Grab Handles	No	Modified	Standard
Accessories			
Professional	No/ No	Yes/ Limited	Yes- Customizable/ Yes
Training/ Equipment			

<sup>\*</sup>Life of PWC based on use and conditions. Assumes use in swift & shallow water and that PWC doesn't need replaced or repaired. \*\*Includes 12V, USB, and expandable to Lighting, GPS/ Navigation, Radio, etc.

#### AlumaPro: What the Professionals are saying

- Flat bottom, reverse chine hull and jet drive gives shallow operating draft.
- Aluminum hull withstands hits and dragging on rocks and other submerged objects.
- 5-foot beam, Flat bottom hull gives much greater stability than regular PWC's.
- Stabile in dynamic water conditions.
- Will not swamp in dynamic water/ rapids.
- Minimal crew size required, can easily be deployed with operator only.
- Ability of higher speeds, when feasible, make hasty wide area searches or rapid victim access possible.
- Operator can easily operate while standing, greatly aiding in visibility. And 360-degree awareness
- Shallow angled bow allows for walking/ standing/ working off of bow.
- Attached rescue sled allows for easy pick-up of victims/ personnel out of the water.
- Can be brought right up alongside victim in the water with No Danger to the victim.
- Rescues can be performed from the bow, over the gunnel, from the stern, from the rescue board.
- Power and reverse gives the operator extreme maneuverability in shallow, swift water.
- Easily used for body recovery due to minimum freeboard to pull body up and onto.
- If power loss in swift water, the craft will not wrap or taco due to constructional design.
- Intake grate designed to only allow debris in that can be quickly flushed out with no damage to the impeller. Intake grate is made of metal to take abuse from impacts against rocks.
- Handle bar mounted reverse allows operators hands on controls at all time. No
  movement of hands and easy to learn muscle memory for forward, sideways and
  reverse operations.
- Due to stability, the operator can operate craft from one side or the other to aid in maneuvering through rocks or when in close to objects.
- Can quickly get to a victim's location and transfer victim to another location. Cutting down precious time to EMS/ALS intervention.
- Three-point attached rescue board acts as work platform behind the craft.
- Power of craft (160hp) allows towing of other crafts.
- Inflatable Rafts can be attached in a three-point configuration to aid in the evacuation of flooded neighborhoods.
- Lights can be added for scene illumination, emergency response, etc. . . .
- Mobile radios can be installed in water tight compartments for communications.
- Public Address systems can be added for exterior/scene communication
- If loss of power, small enough to be swam from river center to shore.
- Acceleration and reverse easily allow the craft to maintain position even in and out of eddy lines.
- Quickly maneuverable when objects or people are seen at the last second.
- Quick acceleration can easily overcome any water speed, even when aerated.
- The reverse can be used as a brake quickly dropping speed avoiding obstacles.
- Attached soft handles allow many victims to gain flotation while in deep water.



#### **Budget Amendment #1**

Budge	et Ame	endment #1				
GENERAL FUND:						
BEGINNING FUND BALANCE CHANGE:		actual balance		original budgeted		\$ change
Begining Cash Balance - County cash & Investments	\$	17,374,086	\$	13,825,816	\$	3,548,270
Begining Cash Balance - Bank accounts	\$	129,885	\$	68,067	\$	61,818
TOTAL BEGINNING BALANCE INCREASES ( DECREASES)	\$	17,503,971	\$	13,893,883	\$	3,610,088
REVENUE ITEMS:		new revenue amt.		original budgeted		\$ change
Total Revenue Increases ( Decreases)			\$		\$	-
EXPENDITURE CHANGES:						
EXPENDITURE ITEMS:		new expenditure amt.	2000	original budgeted	7010	\$ change
A/L & S/L SELL BACK:		new expenditure ant.		Original budgeted		y change
Suppression	\$	790,000	¢	854,820	¢	(64,820)
CRR	\$	90,000		70,800	\$	19,200
Training	ζ,	129,000		106,450	\$	22,550
Facilities	\$ \$	5,800		100,430	\$	5,800
EMS	\$	270,000		318,000	\$	(48,000)
LING	Ą	270,000	Ą	318,000	\$	(48,000)
COMP SELL BACK						
Suppression	\$	175,000		180,100	\$	(5,100)
CRR	\$ \$	16,500		-	\$	16,500
EMS	\$	72,000	\$	84,150	\$	(12,150)
EARMARKS					\$	-
Training	\$	1,537	\$	-	\$	1,537
CRR (PIO)	\$	500	\$	100	\$	500
EMS	\$	133,486	\$	, <del>.</del>	\$	133,486
REQUESTED FOR 2019, NOT BUDGETED					\$	-
Suppression					\$	-
Rescue Swimmer Eqpt.	\$	55,341	\$	30,730	\$	24,611
Training					\$	-
registrations	\$	197,868	\$	159,000	\$	38,868
Travel	\$	124,291	\$	118,680	\$	5,611
Santa Assanga Anna and Canada Africa					\$	-
2018 ENCUMBRANCES:					\$	-
Administration						
Regular Wages (L&I Wages Payable)					\$	-
Regular Wages (Employee portion of uncashed DRS ck.)					\$	- 1
Small Tools & Equipment	\$	25,327	\$	21,000	\$	4,327
Professional Services- Moved from EMS			- 1		\$	-
Service Awards	\$	42,936	\$	29,000	\$	13,936
Finance & Human Resources						
Regular Wages (L&I Wages Payable)					\$	-
Cap. Outlay Software					\$	-
Accounting Software	\$	91,944	\$	20,000	\$	71,944
Supression						
Regular Wages (L&I Wages Payable)					\$	
Regular Wages (Employee portion of uncashed DRS ck.)					\$	-
Small Tools & Equipment	\$	139,380	\$	124,500	\$	14,880
CRR (Prevention)					Ş	-
Regular Wages (L&I Wages Payable)					\$	_
Regular Wages (Employee portion of uncashed DRS ck.)					\$	-
PIO Supplies	\$	35,917	\$	34,080	\$	1,837
Capital Outlay	\$	49,871		30,730	\$	19,141
Gridbook Printing & Binding	\$	45,785		-	\$	45,785

Facilities Capital Outlay	\$ 190,000	\$ 170,000	\$ 20,000
Aid & Rescue			
Repair & Maint monitors	\$ 19,048	\$ 10,000	\$ 9,048
INTER-FUND TRANSFERS OUT			
Transfers to Construction Fund	\$ 1,150,000	\$ -	\$ 1,150,000
Transfers to Apparatus Fund	\$ 2,500,000	\$ 1,500,000	\$ 1,000,000
Transfers to Emergency Reserve Fund	\$ 1,433,000	\$ 433,000	\$ 1,000,000
Retirement Reserve	\$ 609,095	\$ 518,564	\$ 90,531
Total Expenditure Increases (Decreases)			\$ 3,580,022
Net increase (decrease) in fund balance			\$ 30,065

RETIREMENT RESERVE FUND:					
BEGINNING FUND BALANCE CHANGE:	ac	tual balance	origi	inal budgeted	\$ change
Begining Cash Balance - County cash & Investments	\$	1,840,541	\$	1,801,340	\$ 39,201
REVENUE ITEMS:	new	revenue amt.	origi	inal budgeted	\$ change
Transfers In from General Fund	\$	90,531			\$ 90,531
Total Revenue Increases ( Decreases)			\$	-	\$ 90,531
EXPENDITURE ITEMS:	new expend	liture amt.	origi	inal budgeted	\$ change
Retirement health Benefits					\$ _
Total Expenditure Increases ( Decreases)					\$ -
Net increase (decrease) in fund balance					\$ 129,732

CONSTRUCTION FUND:						
BEGINNING FUND BALANCE CHANGE:	actual balance original budgete		ginal budgeted		\$ change	
Begining Cash Balance - County cash & Investments	\$	1,623,273	\$	3,465,167	\$	(1,841,894)
REVENUE ITEMS:	new	revenue amt.	ori	ginal budgeted		\$ change
Inter-fund Transfers In (from General Fund)	\$	1,150,000	\$	-	\$	1,150,000
Total Revenue Increases ( Decreases)			\$	12	\$	1,150,000
EVACABLITUDE ITEMO.	new expend	ditura amt	ori	ginal budgeted		\$ change
EXPENDITURE ITEMS:	new expend	alture anit.	OH	gillai buugeteu	-	y change
2018 ENCUMBRANCES:						
Station Improvements- new construction	\$	591,543	\$	500,000	\$	91,543
Property Improvements- stn. 31	\$	425,256	\$	400,000	\$	25,256
Security Door system	\$	44,483	\$	25,000	\$	19,483
Stn. 71 Training Room Improvements	\$	29,736	\$	-	\$	29,736
Stn. 71 Training Room Improvements Total Expenditure Increases ( Decreases)	\$	29,736	\$	-	\$ <b>\$</b>	29,736 <b>166,018</b>

EQUIPMENT FUND:					
BEGINNING FUND BALANCE CHANGE:	a	ctual balance	(	original budgeted	\$ change
Begining Cash Balance - County cash & Investments	\$	1,350,100	\$	243,677	\$ 1,106,423
EXPENDITURE ITEMS:	new expen	diture amt.	(	original budgeted	\$ change
2018 ENCUMBRANCES:					
Suppression:					
SCBAs	\$	818,445	\$	-	\$ 818,445
Cylinders	\$	140,000	\$	:=:	\$ 140,000
Aid & Rescue					
MDT Computers	\$	49,466	\$	39,175	\$ 10,291
EPCR Computers	\$	27,804	\$	21,174	\$ 6,630
AEDs	\$	52,394	\$	43,600	\$ 8,794
Data Modems	\$	12,000	\$	6,000	\$ 6,000
Cardiac Monitors	\$	39,124	\$	32,500	\$ 6,624
Video Laryngoscopes	\$	36,556	\$	18,548	\$ 18,008
Power Cots	\$	11,296	\$	-	\$ 11,296
Total Expenditure Increases ( Decreases)					\$ 1,026,088
Net increase (decrease) in fund balance	a bayes year.				\$ 80,334

BOND FUNDS:			
BEGINNING FUND BALANCE CHANGE:	actual balance	original budgeted	\$ change
Begining Cash Balance - County cash & Investments	\$ 41,105	\$ 41,878	\$ (773)
REVENUE ITEMS:	new revenue amt.	original budgeted	\$ change
Net increase (decrease) in fund balance			\$ (773)

EMERGENCY RESERVE FUND:				
BEGINNING FUND BALANCE CHANGE:	actual balance		original budgeted	\$ change
Begining Cash Balance - County cash & Investments	\$ 2,939,983	\$	2,912,733	\$ 27,251
REVENUE ITEMS:	new revenue amt.	8	original budgeted	\$ change
REVENUE ITEMS: Inter-Fund Transfers In (from General Fund)	\$ new revenue amt. 1,433,000	\$	original budgeted 433,000	\$ \$ change 1,000,000
	\$	\$	0 0	\$ 

APPARATUS FUND:			200.00	to the desired	10000	A -1
BEGINNING FUND BALANCE CHANGE:		actual balance	orig	inal budgeted		\$ change
Begining Cash Balance - County cash & Investments	\$	1,137,186	\$	1,039,069	\$	98,117
REVENUE ITEMS:		new revenue amt.	orig	inal budgeted		\$ change
Inter-fund Transfers In (from General Fund)	\$	2,500,000	\$	1,500,000	\$	1,000,000
					\$	-
Total Revenue Increases ( Decreases)					\$	1,000,000
EXPENDITURE ITEMS:	new e	xpenditure amt.	orig	ginal budgeted		\$ change
Capital Outlay apparatus (rescue jet ski, boat & trailer)	\$	1,031,146	\$	926,500	\$	104,646
					\$	-
					\$	-
Total Expenditure Increases ( Decreases)					\$	104,646
Net increase (decrease) in fund balance					\$	993,471

SHOP FUNDS: BEGINNING FUND BALANCE CHANGE:	actual balance	0	origi	nal budgeted	100	\$ change
Begining Cash Balance - County cash & Investments	¢	608,066	\$	585,460	\$	22,607
EXPENDITURE ITEMS:	new expenditure amt.	008,000	-	nal budgeted	Y	\$ change
A/I O C/I CELL BACK.					¢	
A/L & S/L SELL BACK: Leave Sell Back- (teamsters)	\$	5,256	\$	2,110	\$	3,146
,					\$	-
Shop Capital Fund	\$	12,771		0	\$	12,771
					\$	15,917
Net increase (decrease) in fund balance					\$	6,690
	DATE: 3/14/2019					
Motion to approve budget amendment #1 as presented above :						
Randy Fay						

Randy Fay	
Jeff Schaub	
William Snyder	
Roy Waugh, Chairman	
Leslie Jo Wells	
Randall Woolery	
Secretary to the Board	



#### Contract No. K10892 Amendment No. 2

This Amendment is made by the Department of Corrections, an agency of the state of Washington, hereinafter referred to as Department, and Snohomish County Fire Protection District No. 7, hereinafter referred to as District.

WHEREAS, the purpose of this Amendment is to extend the period of performance and adjust compensation;

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, attached hereto, or incorporated by reference herein, Department and District mutually agree as follows:

PAYMENT is amended, as follows:

[...] The parties have determined that the cost of accomplishing the work herein will not exceed ((\$330,930)) \$340,857.90 per year, for a total of ((\$661,860.00)) \$681,715.80 over the duration of the amended contract term. [...]

PERIOD OF PERFORMANCE is amended, in part, as follows:

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2015, and be completed on ((June 30, 2017,)) June 30, 2019, unless terminated sooner as provided herein.

Additions to this text are shown by <u>underline</u> and deletions by ((strikeout)). All other terms and conditions remain in full force and effect. The effective date of this amendment is July 1, 2017.

THIS AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

DISTRICT	DEPARTMENT OF CORRECTIONS  OF MALE
(Signature)	(Signature)
GARY A. MEEK	John R. Nispel
(Printed Name)	(Printed Name)
FILE CHIEF	Contracts Administrator
(Title) 3/21/17	(Title) 3/28/17
(Date)	(Date)

Approved as to Form:

This amendment format was approved by the office of the Attorney General.

Approval on file.

State of Washington Department of Corrections K10892(2)



#### DEPARTMENT OF CORRECTIONS

P.O. Box 41100 • Olympia, Washington 98504-1100

April 11, 2017

Attn: Jamie Silva Snohomish Co Fd 7 163 Village Court, Monroe, WA USA 98272

Re: DOC Contract No: K10892(2)

Dear Ms. Silva:

Enclosed is a fully signed and executed copy of your contract with the Department of Corrections.

If you have any questions, please call me at (360) 725-8367. Thank you.

Sincerely,

#### Carly Madison

Carly Madison, Contracts Assistant Contracts and Legal Affairs

Enclosure(s)

### ORIGINAL

# INTERAGENCY AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS AND SNOHOMIISH COUNTY FIRE PROTECTION DISTRICT #3

THIS AGREEMENT is made and entered into by and between the Department of Corrections, hereinafter referred to as the DEPARTMENT, and the Snohomish County Fire Protection District No. 3, hereinafter referred to as the DISTRICT.

IT IS THE PURPOSE OF THIS AGREEMENT to provide fire protection and emergency medical services to Monroe Corrections Complex and to provide compensation to the DISTRICT.

WHEREAS the DISTRICT maintains a fire department that provides fire protection and emergency services through the City of Monroe; and

WHEREAS the state owns buildings and equipment that are located within the territorial limits of the DISTRICT and are not leased to non-tax exempt persons or organizations; and

WHEREAS fire protection and emergency services necessary for the protection and safety of personnel and property may be provided by a fire protection district pursuant to RCW 52.08.030 to state-owned buildings and equipment located within the territorial limit of the DISTRICT; and

WHEREAS RCW 52.36.020 directs the state to contract with the DISTRICT for fire protection services; and

WHEREAS the parties hereto agree that the state should pay a rate for fire protection and emergency medical services commensurate with the amounts paid by the taxpayers of the DISTRICT for the same services;

THEREFORE, IT IS MUTUALLY AGREED THAT:

#### STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A", attached hereto and incorporated herein.

#### PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2015, and be completed on June 30, 2017, unless terminated scoper as provided herein.

#### **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$330,930 per year, for a total of \$681,860.00 over the duration of the contract term. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) is

based on commensurate with the amounts paid by District taxpayers for similar services. Both parties agree that the Fire Protect assessment for any new construction undertaken by the Department at the Monroe Correctional Complex shall be \$0.15 per square foot, upon completion of the construction.

#### **BILLING PROCEDURE**

The DISTRICT shall submit invoices quarterly. Payment to the DISTRICT for approved and completed work will be made by warrant or account transfer by the DEPARTMENT within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

#### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

#### **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of Work; and
- Any other provisions of the agreement, including materials incorporated by reference.

#### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a walver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which

can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

#### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SNOHOMISH COUNTY FIRE DISTRICT No. 3

STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS

Date

Gary Banning, Administrator Date Rules, Contracts, and Public Disclosure

THIS INTERAGENCY AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL.

#### ATTACHMENT A SCOPE OF WORK

#### I. DISTRICT Responsibilities

The District shall provide fire protection and emergency services to the Washington Corrections Center, and all equipment located therein or adjacent to the listed facility, located within the boundaries of the district, to the same extent as provided to all other properties located within the District, except as limited herein. These services shall include:

- A. Full fire suppression and medical aid services;
- B. Fire investigation services as provided to all other users;
- C. To the extent available, preparation and annual re-evaluation of fire evacuation and suppression procedures; and
- D. To the extent available, development and implementation of staff training for maintaining fire safety and managing fire occurrences.

#### II. Department Responsibilities

#### The DEPARTMENT shall:

- A. Handle small fires contained in a single cell or fires not exceeding three feet in diameter; provided that the Department shall notify the District in situations where there are injuries, death or unusually hazardous conditions;
- B. Prepare a list of all the major equipment located in the facilities and submit said list to the District together with a description and location of all state-owned lands and make a declaration of any increase in the value of such land, facilities or equipment, located within the District. This report shall be filed with the District at least sixty (60) days prior to the end of each one-year term of this agreement.
- C. Provide security for the District while they are performing fire fighting, emergency and advisory duties at the facilities.
  - In the event security is inadequate to protect District personnel during the performance of their duties, duties may be limited as deemed appropriate by fire department supervisor in command.
- D. Appoint a fire protection coordinator for the WSR, TRCC, SOC AND MSU who shall assist the City and the DISTRICT in providing the services identified herein and maintain open communications with the City and the DISTRICT regarding the fire protection needs of the institution and the recommendations of the City and the DISTRICT.



### SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY

POLICY NUMBER:	1-43
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	SERIOUS DISEASES
EFFECTIVE DATE:	3/14/19
REVISION DATE(S):	7-25-02

#### **POLICY STATEMENT:**

It is the policy of the District that employees with infectious, long-term, life-threatening or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job, or an alternative work assignment in accordance with any activity restrictions imposed by the affected licensed health care professional (LHCP) without undue risk to their own health, that of other employees or the public.

Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, human immunodeficiency virus (HIV), and acquired immune deficiency syndrome (AIDS).

The District may support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.

Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform the essential functions of their job, such employees are to be treated like other employees who have disabilities that limit their ability to perform the essential functions of their job.

Employees who are diagnosed as having a serious disease and are requesting an accommodation should inform their supervisor and the Human Resources Director of their condition as soon as possible. Supervisors and Human Resources should respond with compassion and understanding. In addition, they should review with the employee District policy on such issues as employee assistance, available options for leaves and disability, infection control, requesting and granting accommodations, the District's continuing expectation regarding the employee's performance and attendance, and available benefits.

Employees who have a serious disease and who want an accommodation shall provide Human Resources with any pertinent medical documentation needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The District shall require a LHCP certification of an employee's ability to perform the essential functions of the job safely. Additionally, the District may request that an employee submit to an additional medical examination, at District expense, if it believes the employee is a health or safety threat to them self or others.

The District will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees without written consent and authorization of the affected employee. Said consent/authorization must be received by Human Resources prior to the release of any personal health information (PHI). District The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, work practice

controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

Employees concerned about being infected with a serious disease by a co-worker, patient, or other person should convey this concern to their supervisor or Human Resources. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease may be subject to discipline, up to and including termination. District

### ADOPTED AND REVISED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT 7 THIS 14<sup>th</sup> DAY OF MARCH, 2019.

Randy Fay, Commissioner	Jeff Schaub, Commissioner
William Snyder, Commissioner	Roy Waugh, Commissioner
Leslie Wells, Commissioner	Randy Woolery, Commissioner



### SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY

POLICY NUMBER:	1-68
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	PETS IN THE WORKPLACE
EFFECTIVE DATE:	3/14/19
REVISION DATE(S):	New

#### **POLICY STATEMENT:**

It shall be the policy of the District to establish guidelines for pets in the workplace. Such policy shall remain consistent with the provisions of RCW 49.60.

The District prohibits bringing a pet to work or having a pet in District controlled buildings and premises, with the exception of service animals providing reasonable accommodations for a person with disabilities or other preauthorized situations due to extenuating circumstances. In compliance with the Americans with Disabilities Act "ADA" and Washington State Law Against Discrimination "WLAD", service animals are welcome in all facilities on District property. There may be an exception to certain areas.

Employees requesting accommodation for a disability that includes a service animal must contact the Human Resources (HR) Division.

Requirements of service animals and their owners include:

- Animals need to be immunized against rabies and/or other diseases common to that type of animal. All vaccinations must be current.
- Animals must wear a rabies vaccination tag, if applicable.
- All dogs must be licensed per state and local law.
- Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.
- Animals must be in good health.
- Animals must be on a leash, harness or other type of restraint at all times, unless the employee is unable to retain an animal on leash due to a disability.
- The employee is responsible to ensure animals are not on District furniture (e.g. couches, chairs, beds, etc.).
- The employee must be in full control of the animal at all times. The
  employee is solely responsible for the care and supervision of the animal,
  and agrees she/he will be responsible for any and all damages caused by
  the animal to property and/or other individuals.
- Animals must not be classified as a dangerous dog under the provisions of RCW 16.08.070 through 16.08.100 or local ordinance.

 The employee must provide the HR department with information as to how the animal accommodates the individual's disability.

Reasonable behavior is expected from service animals while on District property. Employees with disruptive or aggressive service animals may be asked to remove the animal from District facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner is able to show that appropriate steps have been taken to mitigate the behavior.

Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The employee is expected to clean and dispose of all animal waste, and will be responsible for the repair or replacement of any damage to District property, consistent with the requirements of service animals and their owners outlined above.

Violation of this policy may result in disciplinary action up to, and including, discharge.

ADOPTED AND REVISED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT 7 THIS 14<sup>th</sup> DAY OF March, 2019.

Randy Fay, Commissioner	Jeff Schaub, Commissioner
William Snyder, Commissioner	Roy Waugh, Commissioner
Leslie Wells, Commissioner	Randy Woolery, Commissioner

### **COMMITTEE REPORTS**

### **OTHER MEETINGS ATTENDED**

### **OLD BUSINESS**

# CALL ON COMMISSIONERS

### **EXECUTIVE SESSION**