



JOINT COMMISSIONER BOARD MEETING

**April 25, 2019
Lake Stevens Fire Conference Room**

**LAKE STEVENS FIRE AND
SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

JOINT AGENDA



**BOARD OF FIRE COMMISSIONERS JOINT MEETING AGENDA
LAKE STEVENS FIRE / FIRE DISTRICT 7**

Lake Stevens Fire Conference Center
10518 – 18th Street SE, Lake Stevens, WA 98258

April 25, 2019

1700 hours

- I. **Call to Order the Meeting of April 25, 2019**
- II. **Pledge of Allegiance**
- III. **General Public Comment**
- IV. **Additional Agenda Items**
- V. **LAKE STEVENS FIRE REGULAR BUSINESS**
 1. **Minutes**
 - A. Minutes 19-04-09
 - B. Minutes 19-04-18
 2. **Financial Report**
 - A. Investment Report
 - B. Vouchers
 - C. Payroll
 - D. Expense Line Items Review Summary & Reports
 3. **Correspondence**
 4. **Old Business**
 - A. Discussion
 - i. Merger with Fire District 7
 - ii. Fire Station 84
 - iii. Lexipol Policy for Electronic Signature
 - iv. Sharing Technology with Fire District 7
 - v. New Hires
 - B. Action
 5. **New Business**
 6. **Chief's Report**
 7. **Good of the Order**
 8. **Executive Session**

VI. **DISTRICT 7 REGULAR BUSINESS**

1. **Union Comment**
 - A. IAFF
 - B. Teamsters

2. **Fire Chief Report**
 - A. As presented

3. **Consent Agenda**
 - A. Review Vouchers:
 - i. Vouchers: #19-00845 - #19-01019; (\$423,266.29)
 - ii. Voucher: #19-01020; Replaced voided voucher #19-00934
 - B. Approve Vouchers:
 - i. Voucher: #19-01021 - #19-01133; (\$342,389.09)
 - C. Approve Payroll:
 - i. Payroll: April 15, 2019; (\$1,247,797.59)
 - D. Approval of Minutes
 - i. Approve Joint Board Workshop Minutes – April 18, 2019
 - E. Secretary's Report on Correspondence
 - i. 19-01 Recruit Firefighter Graduation Announcement

4. **Discussion Item**
 - A. DRAFT Resolution to lift the Fire Levy
 - B. Leasing Spare EMS Vehicles (Dorsey)

5. **Action Item**
 - A. Resolution 2019-7 Changing Board Meeting Dates
 - B. Resolution 2019-8 – Course Registrations Fees
 - C. ILA – Sno. Co. ALS Agencies – CRP
 - D. SNOCO911 Tower Lease Extension
 - E. Water Rescue Trailer Grant

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

7. **Other Meetings Attended:**

- A. Snohomish County 911 (Waugh)
- B. Regional Coordination
- C. Leadership Meeting (Fay / Schaub / Wells)
 - i. Thursday, June 5, 2019 – 09:00 / Station 71
- D. Sno-Isle Commissioner Meeting
 - i. Thursday, May 2, 2019 – 19:30

8. **Old Business:**

9. **Call on Commissioners:**

10. **Attendance Check:**

- A. Thursday, May 9, 2019 – 15:30 / D7 Admin Building

11. **Executive Session:**

VII. **JOINT MEETING BUSINESS**

1. **Discussion**

- A. Draft Joint Board Policy
- B. Cultural Integration Team / Dr. Sikora Scope of Work
- C. Draft Training Consortium ILA

2. **Action**

- A. Move May 23 Joint Meeting

VIII. **ADJOURNMENT**

**LAKE STEVENS FIRE
REGULAR BUSINESS**

DISTRICT 7
REGULAR BUSINESS

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 April 25, 2019

Fire Chief's Report:

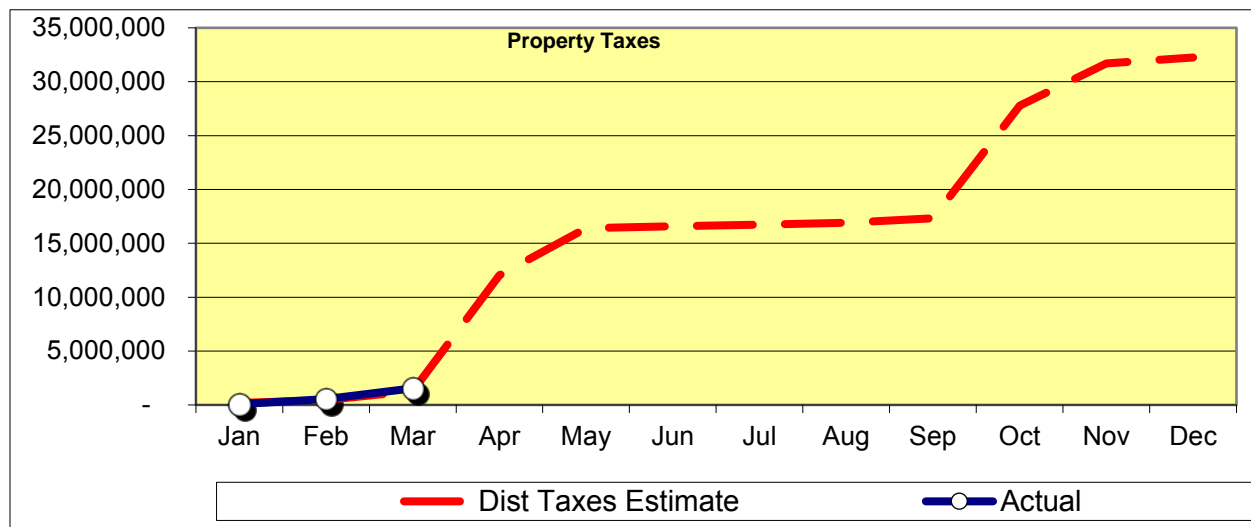
1. Staff members continue preparing for the upcoming mediation for Station 33. The date and time are still to be determined.
2. Rikki King from the Everett Herald has resigned her position and moved on to a different career path. District 7 staff hosted a coffee meeting with her to thank her for her support of the fire service and to wish her well in her new path.
3. The petition for Lake Stevens Fire to merge into District 7 has been filed with the BRB. The 45 day review period will end on May 19, 2019 at 5:00 pm. The Hearing Clerk has informed us that District 4, as a Governmental Unit based on its proximity to area, has been included in the mailings and requested to provide comments regarding the proposal. Chief O'Brien and I met with Chief Simmons to identify and address any risks District 4 may see with our merger. None were identified. The Assessor's office had directed District 7 to clean up areas identified in the legal description that have historically existed. Chief Silva is working with Harmsen Assoc. to
4. Staff attended the Monroe Chamber luncheon where a presentation was conducted by Monroe School Superintendent on the State of the School District.
5. Staff attended the EMS Council meeting in Lake Stevens. Since the retirement of Cindy Coker, Shaughn Maxwell is now the Chair, Scott Dorsey is the 1st Vice Chair, Larry Huff is the Treasurer and at this meeting Chris Dickison from Arlington was voted in as the 2nd Vice Chair.
6. I met with Gordon MacIvennie and presented the Districts notice of intent to terminate our coverage with VFIS. It was a good meeting and he expected to see the letter. Chief Silva and Leah Schoof are working on RFP from other carriers.
7. Chief's O'Brien, Dorsey and Meek met with the Chaplains from the Lake Stevens Fire Program.
8. Staff attended a presentation by the Training Consortium members to discuss the plan moving forward. Chief Huff will do a presentation to the Joint Board at this meeting.

Finance Officer's Report:

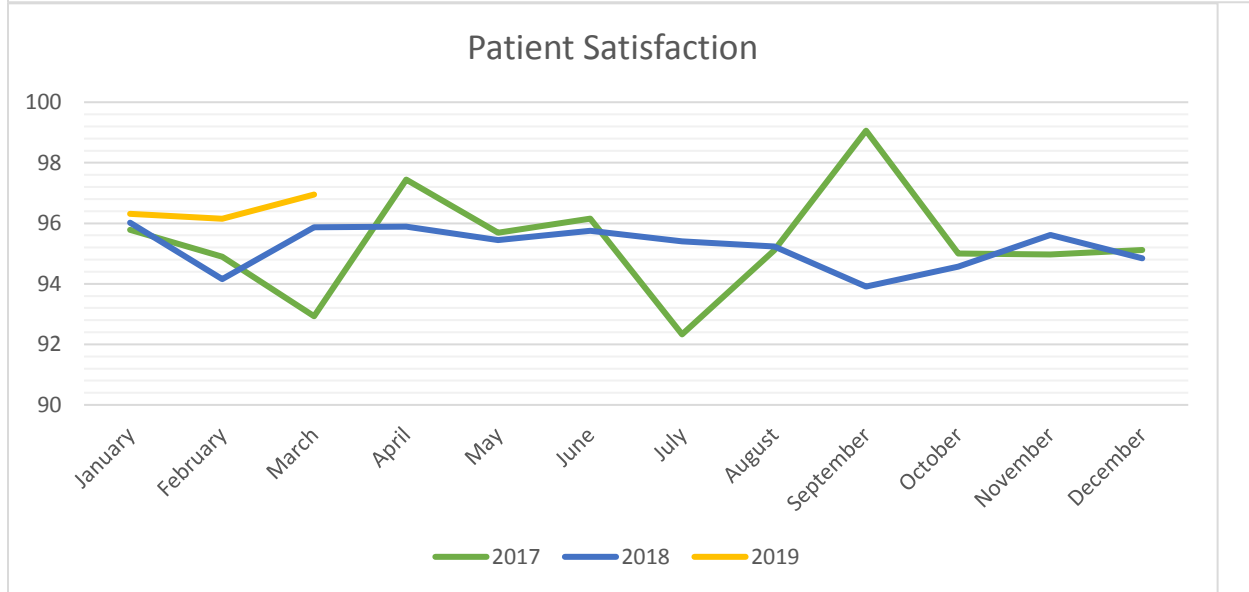
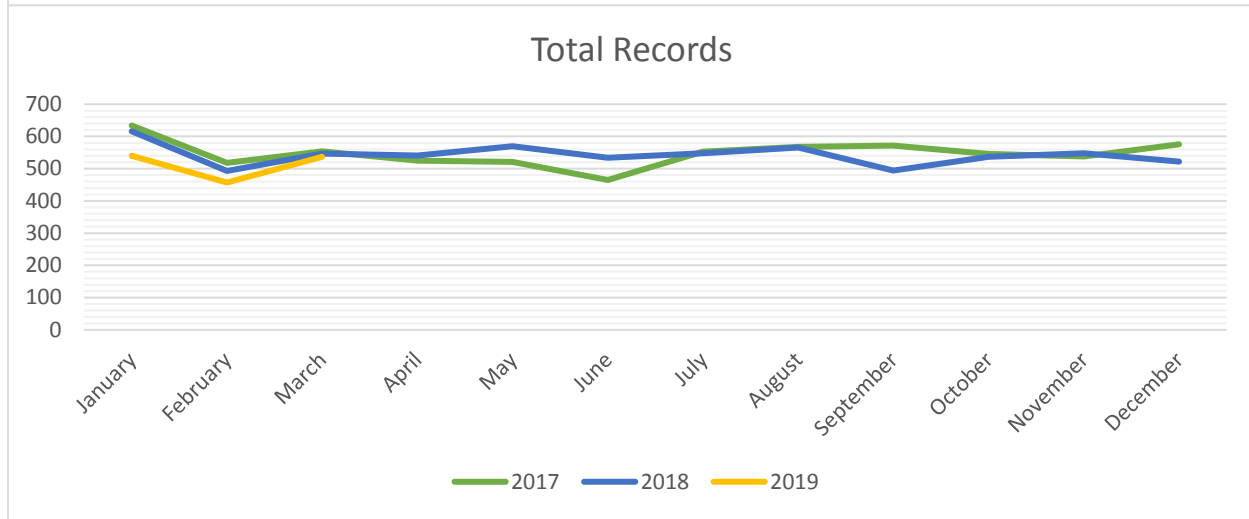
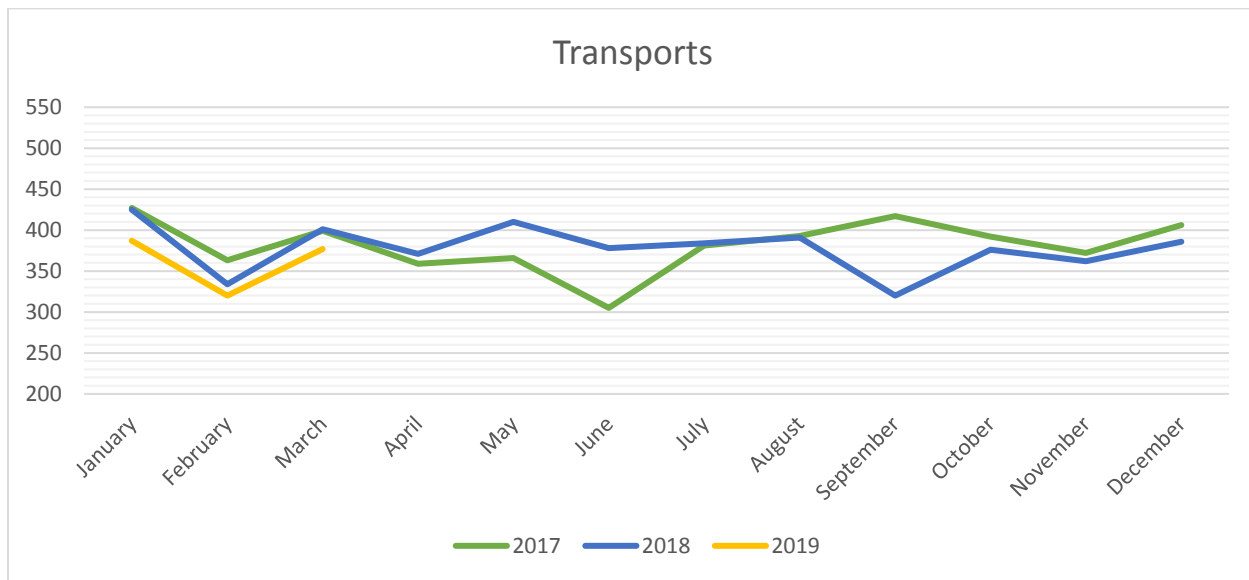
1. We have billed the City of Mill Creek for the second quarter service agreement in the amount of \$982,686.25.
2. We went live with the new Incode 10 software on April 1st. We have already run vouchers and payroll this month using the new software. There will be more live training in the new Incode 10 software for the week of April 22nd. We will working on getting the time and attendance up and running.
3. The tables below show the number of transports, gross transport revenues, and MVC revenues, billed by Systems Design during the month of March 2019, and during the same months for each of the 2 previous years.

Systems Design No. of Transports Billed for District 7	2019	2018	2017
March 2019	380	399	397
Systems Design Transport Revenues for District 7	2019	2018	2017
March 2019	\$184,018	\$161,490	\$211,792
Systems Design MVC Revenues for District 7	2019	2018	2017
March 2019	\$915	\$0	\$1,230

- The budget and actual expenditures of March 31, 2019 are \$11,171,507, 21% of the annual budget. At this time in 2018, the district had spent \$11,233,011; 23% of the total annual budget. The expenditures in the general fund are \$9,854,808; 23% of the general fund budget. In March of 2018, the district had spent \$8,676,901, 24% of the annual general fund budget. See the first quarter report for additional information.
- Total revenues in the general fund as of March 31, 2019 are \$3,353,401, which is 8% of the amount budgeted. At this time in 2018, we had received \$2,717,914 in general fund revenues, which was 7% of the annual budgeted amount. The reason for this significant difference is that through March of 2018, we had not yet received the 1st quarter payment from Mill Creek however in 2019, we have received the first quarter payment of \$982,686. This is offset by lower collections of mobilization revenues, which through March of 2018 were \$705,578 for 2017 mobilizations. Whereas in 2019 we have received \$96,742 in state mobilization revenues from the prior year's mobilizations. Additional details can be found in the first quarter report.
- Regular, EMS and M&O property tax collections in the general and bond funds as of March 31, 2019 are \$1,538,895, which 5% of the total amounts budgeted. As of March 31, 2018, we had received \$1,368,045 in these property tax collections, which was 4% of the total amounts budgeted. See the first quarter report for additional details.



EMS Officers Report:



The EMS Division has been working this month on assisting Lake Stevens Fire with the promotion of an MSO. This promotion has benefitted our agency by exercising the inter-local agreement between our agencies to integrate the Lake Stevens Fire MSO into our EMS Division. This means that we now have four MSO's working the four-platoon system. Captain Ron Rasmussen was promoted from Lake Stevens Fire and has gone through orientation. He is now assigned to "C" Shift and working out of Station 71.

I personally had the opportunity to do two presentations at the ESO national user group in Austin, TX. One was on how to analyze your data and develop an improvement project. The other was a panel discussion on airway data analysis. Dr. Cooper also attended and did a presentation on using hospital outcome data for improvement. I am extremely impressed with the research focus that ESO is committed to and the wealth of data they have access to in their patient care reporting system.

I am seeking Board direction on an opportunity to lease one of our spare ambulances. I was approached about a need by an agency in the region who is down an ambulance and has no back up. They need an ambulance to hold them over until a new one can be built. We happen to have capacity to lease one of our spares out to this agency. This would not put us in a bind as Lake Stevens Fire has reserve apparatus that we could draw from should we have some sort of failure requiring us to need a "deep reserve" apparatus. Our insurer has considered the request and provided guidance on how to go about this. We do have a sample contract that we could execute. We would just need to modify the contract and have our legal counsel review it prior to execution. The organization in need is in an austere environment and would greatly benefit from our excess resource. The final piece I need in order to move forward is approval from the Board to move forward.

The CRP report's the following:

For the month of March I attended multiple meetings. I attended two meetings for the ongoing planning for the North Sound Accountable Communities of Health. I created one checklist for the project and researched and brought information for the creation of a second checklist. I also attended two meetings dealing with case management. One was with DSHS and the other was with Consistent Care.

I spent part of a day being interviewed by a nursing student about community paramedicine as part of her program curriculum. EMS training - I attended a cadaver lab at SSCF&R for EMS training that included multiple opportunities to practice with the placement of EZ IO's in the humerus, femur and tibia (both proximal and distal). This lab allowed me to complete many intubations manually and with multiple kinds of video laryngoscopes. I also attended CAM class at district 7. The rest of my time I am finding no shortage of patients to fill my days with CRP duties.

Patient Interaction

I was working out of 2 databases still in the first quarter. I am now solely utilizing Julota and continue to work with Julota to learn the best practices to enter data so that better data mining can be completed and minor tweaks are completed to the software to streamline things. I hope to have a more robust report for subsequent reports this year.

9 Active enrollments

10 New referrals

6 new enrollments

To highlight a case, currently my most challenging case is a patient that Scott Koch dealt with from the start this program in 2015. This patient has been and is an over utilizer of the 911 system. Here is a rundown on the calls to 911 and my contacts with the patient. I have tried to convince the patient to move to an adult care facility. This would provide the patient with everything that they feel they are not currently getting. The patient has finally agreed and will be moved 4/17/19. This has been a long time coming. I did not even document every contact for this patient. Between all texts, emails and phone calls if I were to document all of them I think this patient could easily have taken up half of my time.

2016	10 calls to 911	41 CRP contacts
2017	15 calls to 911	113 CRP contacts
2018	37 calls to 911	85 CRP contacts
2019	15 calls to 911 to date	27 CRP contacts to date

The MSO's report the following:

MSO71 Calls

- Assisted North Battalion with coverage when all units were OOS - 3/28/19
- 2 alarm apartment fire in Monroe.
- MSO71 first in on a residential fire in Station 72's first due. Due to proximity/and extent of fire MSO maintained command of the incident.
- Provided customer service to a resident of the north battalion. Citizen needed transport to the hospital but had small children and no supervision. MSO stayed at the residence and watched the children until a friend could come and take over child care.

QA REVIEW

- All MSO's worked with staff on various calls.

EDUCATION

- Shevlin/Read attended EMT Evaluator certification Class at Mukilteo Fire.
- ALS Run Review - Pediatric Emergencies.
Rasmussen and Chief Dorsey attended North Battalion Run Review.

MEETINGS

- Read - Disaster Table Top exercise at Monroe High School.
- Read - Trauma drill with King County Medic 1 (Pm Ball and Odgers attended).
- Meeting with PIO Chadwick to discuss St71 Open house - EMS Week.

PROJECTS

- Handtevy – ALS Pediatric care management system adopted by SCEMS.
 - MSO Read as lead.
 - There is a paramedic skills station in May to introduce the system
- Vomiting airway mannequin
 - PM Odgers to Lead
 - Used an existing mannequin to build this simulation mannequin
 - It works very well
 - We can use our new suction device along with this mannequin to show improved technique

Community Risk Reduction Officer's Report (March 2019):

1. Code Compliance Section
 - a. Outdoor Burning
 - East
 - Permits Issued – 32
 - Unlawful Burning – 5
 - West
 - Permits Issued – 31
 - Unlawful Burning – 10
2. Plan Review
 - a. City of Mill Creek
.25 hours
 - b. City of Monroe
3.25 hours
 - c. Unincorporated Snohomish County
0 hours
3. Permit Inspection
 - a. City of Mill Creek
0.25 hours

- b. City of Monroe
0.75 hours
- c. Unincorporated Snohomish County
0 hours
- 4. Fire & Life Safety Inspections (Annual) by CRRD Personnel*
 - a. City of Mill Creek
1 inspection (new software should allow for hourly calculation of this time beginning April)
 - b. City of Monroe
68 inspections (new software should allow for hourly calculation of this time beginning April)
 - 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
0 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. 21.5 hours
 - b. Knox Rapid Entry System
 - West Battalion appliances: 426
 - East Battalion appliances: 315
 - Other appliances: 11
- 8. Outcome Analysis
 - a. Structure Fires
 - In-District Fires: 2 Mutual Aid Given Fires: 2 Total Fire Count: 4
 - Total Saved: \$1,282,180 Total Loss: \$158,539

Location	Area	Type	Battalion	Shift	Loss	Saved	Call Proc. Time	Turnout Time	Travel Time	Response Time	ERF (14) Time	Fire Alarm	Fire Sprinkler	Cause
23132 49th Ave SE	Bothell	Res.	West	B	\$ 83,863	\$ 983,476	01:59	01:18	05:03	06:21	16:55	Operated	None	Under investigation
South County Fire	Lynnwood	Comm.	West	C	Not Analyzed - Mutual Aid Given to Neighboring Agency									
9908 214th Pl SE	Snohomish	Res.	West	B	\$ 74,676	\$ 298,704	01:17	01:35	01:38	03:13	18:48	None	None	Overloaded wood stove
Fire District 5	Sultan	Res.	West	D	Not Analyzed - Mutual Aid Given to Neighboring Agency									

- b. Other Incidents
 - a. EMS: 588 (65.0%)
 - b. Dispatched & canceled en route: 108 (12.0%)
 - c. MVC: 42 (4.6%)
 - d. Other: 166 (18.4%)
 - e. Total: 904
- 9. Division Management
 - a. Training
 - Bowen – 69h
 - Sexton – 1h
 - Fitzgerald – 56h
 - a. Leave
32h

10. Challenges
 - a. Personnel shortage (inspector, administrative assistance, public educator)
 - b. Modifying business practices in order to accommodate new Streamline inspection software
 - c. Working to identify an effective system for collecting / documenting / displaying pre-incident planning data
 - d. Task-level work overwhelming and distracts from strategic vision
11. Successes
 - a. Streamline software functioning well; vendor responsive
 - b. Working with Union for fire inspector FTE
 - c. Lots of interest from WEA job fair for educator position
12. Professional Associations
13. Noteworthy Comments
 - a. Fitzgerald attended LEAN process training at City of Monroe
 - b. Fitzgerald attended CPSE Excellence Conference in Orange County, CA
 - c. Fitzgerald / Sexton attended countywide Pre-Incident Planning Committee Meeting in Lynnwood
 - d. Fitzgerald / Bowen attended CO2 Taskforce Meeting in Monroe
 - e. Fitzgerald attended inaugural CRR Leadership Conference in Reno, NV
 - f. Bowen attended WABO Conference in Lynnwood
 - g. Fitzgerald attended Snohomish County SW UGA Planning Meeting in Woodinville

Public Information/Public Education Officer's Report:

1. **News releases/articles:**
 - a. 6 Facebook posts
 - 29 new page likes
 - 16.8 thousand total people reached
 - 29.7 thousand post impressions
 - b. 6 Twitter posts
 - 23.7 thousand Tweet impressions
 - 1,257 Profile visits
 - 48 new followers
 - 7 mentions
 - c. 2 Nextdoor post
 - 9.1 thousand post views
 - 54 post reactions
 - 17 post replies
 - Reaching 20,309 verified residents in 169 neighborhoods
2. **Other communication:**
 - a. March 3: Special Joint Meeting Notice
 - b. March 5: Lake Stevens – Fire Incident Report
 - c. March 25: Special Joint Meeting Notice
 - d. March 26: Citizens Receive Community Hero Award
 - e. March 28: Spring Newsletter Mailed
3. **Meetings/Training attended:**
 - a. March 5: Joint Board Meeting
 - b. March 5: Joint Board Meeting
 - c. March 7: Mock DUI Logistics Meeting
 - d. March 7: Engage Monroe Planning Meeting
 - e. March 13: Communications meeting with new Evergreen Health Monroe Comm. Director
 - f. March 14: Executive Staff Meeting
 - g. March 14: Board Meeting
 - h. March 25: Mill Creek Community Engagement Meeting
4. **Tours/Events/Activities:**
 - a. March 5: Visit to Woodside Elementary – 4th grade: 4 classes (Chadwick)
 - b. March 10: Station 31 Auction Item Reimbursement
 - c. March 10: Station 77 scout tour

- d. March 15: Engage Monroe Event
- e. March 19: Station 76 tour for girl scout group
- f. March 21: Station 77 Engine 76 to Scout Pack Bike Rodeo
- g. March 26: Station 72 tour for Cub Scout group.
- h. March 27: Station 74 school visit to Shepard of the Hills
- i. March 27: Tacoma Station Tour for preschool group – Station 71



You are cordially invited to our
RIBBON CUTTING CEREMONY

and
OPEN HOUSE

Monday, May 6th

At 6:00 PM

for the new Fire Station 33

19424 Fales Road - Snohomish, WA 98296



*Following the ribbon cutting there will be Facility tours,
hot dogs, cake and refreshments.*

CONSENT AGENDA

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

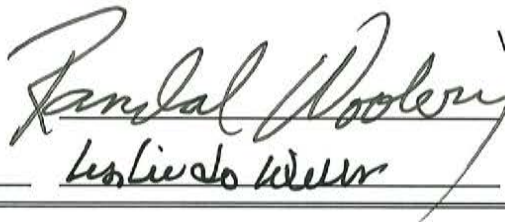
Page 1 of 6

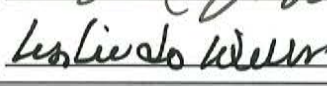
Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:



Voucher



Voucher	Payee/Claimant	1099 Default	Amount
19-00845	A&C Glass		518.70
19-00846	ALDERWOOD AUTO GLASS		344.17
19-00847	ALDERWOOD WATER DISTRICT		86.32
19-00848	ALDERWOOD WATER DISTRICT		14.90
19-00849	ALL BATTERY SALES AND SERVICE		1,415.60
19-00850	AMERIGAS PROPANE LP		404.97
19-00851	AMERIZORB RECOVERY		3,385.35
19-00852	ARAMARK UNIFORM SERVICES		249.64
19-00853	AT&T MOBILITY		49.49
19-00854	BADGLEY'S LANDSCAPE		17,453.66
19-00855	BHL COURT REPORTERS INC		5,287.52
19-00856	BICKFORD MOTORS INC.		460.43
19-00857	BLANCHARD ELECTRIC & FLEET SUPPLY		179.05
19-00858	BOUND TREE MEDICAL, LLC		35.55
19-00859	BRAD TALLEY		3,000.00
19-00860	BRAKE & CLUTCH SUPPLY INC		209.65
19-00861	BRANT WACKER (FITNESS EXPERT)		174.72
19-00862	BRAUN NORTHWEST INC		583.95
19-00863	CALLBACK STAFFING SOLUTIONS LLC		99.99
19-00864	CAMILLE TABOR		671.00
19-00865	CDW GOVERNMENT LLC		1,299.33
19-00866	CENTRAL WELDING SUPPLY		546.24
19-00867	CHAD SQUIRE		7.54
19-00868	CHMELIK, SITKIN & DAVIS PS		1,795.50
19-00869	CITI CARDS		2,259.32
19-00870	CLEARFLY COMMUNICATIONS		731.35
19-00871	CLEARVIEW HARDWARE		6.77
19-00872	COGDILL, NICHOLS, REIN		1,236.10
19-00873	COLBY TITLAND		488.00
19-00874	COLUMBIA SOUTHERN UNIVERSITY		642.50
19-00875	COMCAST		158.41
19-00876	COMCAST		158.61
19-00877	COMCAST		303.41

Page Total

44,257.74

Cumulative Total

44,257.74

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

Page 2 of 6

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-00878	COMCAST		158.40
19-00879	COMDATA NETWORK, INC		1,608.61
19-00880	CONNEY SAFETY		442.21
19-00881	CRAIG CLINTON		264.00
19-00882	D.R. SMITH COMPANY, INC		1,042.89
19-00883	DELL MARKETING LP C/O DELL USA LP		1,867.03
19-00884	Derik Millich		149.00
19-00885	DIMARTINO & ASSOCIATES		18,235.90
19-00886	DUO-SAFETY LADDER CORPORATION		149.09
19-00887	EASTSIDE A/V LLC		17,596.81
19-00888	EMERALD RECYCLING		119.28
19-00889	EMERGENT RESPIRATORY		1,290.00
19-00890	EMS TECHNOLOGY SOLUTIONS, LLC		1,126.00
19-00891	ERIC ANDREWS		186.00
19-00892	Erik Liddiatt		149.00
19-00893	FIRST WATCH		2,969.00
19-00894	FREIGHTLINER NORTHWEST		37.41
19-00895	FRONTIER		213.09
19-00896	GALLS, LLC - DBA BLUMENTHAL UNIFORM		1,798.76
19-00897	GRAINGER		8,295.71
19-00898	HARVARD UNIVERSITY		9,400.00
19-00899	HEATHER CHADWICK		16.50
19-00900	HONEY BUCKET		194.50
19-00901	HRA VEBA TRUST		1,265.00
19-00902	HUGHES FIRE EQUIPMENT		1,146.31
19-00903	ISOUTSOURCE		12,017.11
19-00904	JAMIE SILVA		659.56
19-00905	Jeff Dickinson		434.29
19-00906	JEFF SCHAUB		458.84
19-00907	JEFF WALKER		936.10
19-00908	K&L Cleaning, Inc		650.00
19-00909	KAMAN INDUSTRIAL TECHNOLOGIES		248.80
19-00910	KEITH B WACHALEC		983.70

Page Total

86,108.90

Cumulative Total

130,366.64

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

Page 3 of 6

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-00911	KENT D. BRUCE		1,241.18
19-00912	KOHLER, LOREN		108.00
19-00913	LES SCHWAB WAREHOUSE CENTER		632.59
19-00914	LESLIE JO WELLS		39.44
19-00915	LEVRUM, INC		7,500.00
19-00916	MACKINNON MARINE TECHNOLOGIES		27,786.00
19-00917	MATTERN, CLAY		101.97
19-00918	MCKENZIE ROTHWELL BARLOW & COUGHRAN P.S.		183.00
19-00919	MCLENAGHAN, BRAD		120.00
19-00920	MOBILE HEALTH RESOURCES		513.40
19-00921	MONROE UPHOLSTERY		218.40
19-00922	MUNICIPAL EMERGENCY SERVICES, INC.		3,744.70
19-00923	NICHOLSON AND ASSOCIATES INSURANCE, LLC		625.00
19-00924	NORTH SOUND HOSE & FITTINGS INC		170.97
19-00925	NORTHWEST SAFETY CLEAN		1,101.28
19-00926	NRS		23.87
19-00927	OFFICE DEPOT		508.32
19-00928	ORION		2,461.70
19-00929	ORION MEDICAL SUPPLY INC		213.64
19-00930	ORKIN		677.52
19-00931	PACIFIC POWER BATTERIES		21.33
19-00932	PAYCHEX, INC		1,822.64
19-00933	PETROCARD SYSTEMS, INC.		1,364.05
19-00934	PETTY CASH		16,376.70
19-00935	PHYSIO-CONTROL INC.		1,657.55
19-00936	PRIDE ELECTRIC, INC		1,519.62
19-00937	PRO COMM		180.00
19-00938	PROFESSIONAL BUILDING SERVICES		3,775.00
19-00939	PUGET SOUND ENERGY		321.84
19-00940	PUGET SOUND ENERGY		34.74
19-00941	PUGET SOUND ENERGY		762.30
19-00942	PUGET SOUND ENERGY		702.62
19-00943	PUGET SOUND ENERGY		543.82

Page Total

77,053.19

Cumulative Total

207,419.83

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

Page 4 of 6

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-00944	PUGET SOUND ENERGY		378.95
19-00945	PUGET SOUND ENERGY		340.87
19-00946	PUGET SOUND ENERGY		409.66
19-00947	PUGET SOUND ENERGY		303.46
19-00948	Puget Sound Hardware		226.17
19-00949	RAY G SAYAH		176.13
19-00950	REHN & ASSOCIATES		150.00
19-00951	RESCUE RESPONSE GEAR		1,141.42
19-00952	RICOH USA, INC		53.51
19-00953	RICOH USA, INC.		376.79
19-00954	RICOH USA, INC.		484.44
19-00955	ROMAINE ELECTRIC		393.49
19-00956	ROY WAUGH		149.00
19-00957	S&P DESIGN		1,143.32
19-00958	SAFETY HOME ADDRESS		649.35
19-00959	SCOTT DORSEY		626.74
19-00960	SEAPORT PETROLEUM		573.14
19-00961	SILVER LAKE WATER		110.95
19-00962	SILVER LAKE WATER		122.03
19-00963	SILVER LAKE WATER		47.60
19-00964	SILVER LAKE WATER		47.60
19-00965	SIX ROBBLEES'		77.56
19-00966	SMARSH INC		16,495.96
19-00967	SNOHOMISH COUNTY		100.00
19-00968	SNOHOMISH COUNTY 911		66,197.42
19-00969	SNOHOMISH COUNTY FIRE CHIEFS ASSN		170.00
19-00970	Snohomish County Fire District 26		500.00
19-00971	SNOHOMISH COUNTY FIRE DISTRICT 7		2,467.82
19-00972	SNOHOMISH COUNTY PLANNING AND DEVELOPMENT		550.00
19-00973	SNOHOMISH COUNTY PUD		357.36
19-00974	SNOHOMISH COUNTY PUD		25.73
19-00975	SNOHOMISH COUNTY PUD		2,282.62
19-00976	SNOHOMISH COUNTY PUD		1,760.38

Page Total

98,889.47

Cumulative Total

306,309.30

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

Page 5 of 6

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-00977	SNOHOMISH COUNTY PUD		345.32
19-00978	SNOHOMISH COUNTY PUD		206.36
19-00979	SNOHOMISH COUNTY PUD		763.23
19-00980	SNOHOMISH COUNTY TREASURER		779.16
19-00981	SNOHOMISH COUNTY TREASURER		2,766.08
19-00982	SOUND PUBLISHING, INC		731.00
19-00983	SPEEDWAY CHEVROLET		319.13
19-00984	STATE OF WA DEPARTMENT OF REVENUE		3,030.40
19-00985	Streamline Automation Systems		2,699.00
19-00986	SYSTEMS DESIGN WEST LLC		7,782.10
19-00987	TCA ARCHITECTURE		3,684.59
19-00988	TFS TOTAL FILTRATION SERVICES		131.97
19-00989	True Contracting		2,651.60
19-00990	TRUE NORTH EMERGENCY EQUIPMENT INC		4,217.64
19-00991	TYLER TECHNOLOGIES INC		13,229.10
19-00992	UNITED PARCEL SERVICE		15.25
19-00993	US BANK		41,684.09
19-00994	VERAX CHEMICAL COMPANY		150.35
19-00995	VERIZON WIRELESS		1,160.59
19-00996	VERIZON WIRELESS		1,842.88
19-00997	VERIZON WIRELESS		14.95
19-00998	VERIZON WIRELESS		2,470.67
19-00999	WA ST ASSOC OF FIRE MARSHALS		100.00
19-01000	WASTE MANAGEMENT NORTHWEST		186.59
19-01001	WASTE MANAGEMENT NORTHWEST		192.35
19-01002	WASTE MANAGEMENT NORTHWEST		142.40
19-01003	WASTE MANAGEMENT NORTHWEST		245.11
19-01004	WASTE MANAGEMENT NORTHWEST		151.90
19-01005	WASTE MANAGEMENT NORTHWEST		240.54
19-01006	WASTE MANAGEMENT NORTHWEST		30.09
19-01007	WASTE MANAGEMENT NORTHWEST		239.03
19-01008	WASTE MANAGEMENT NORTHWEST		99.69
19-01009	WASTE MANAGEMENT NORTHWEST		117.36

Page Total

92,420.52

Cumulative Total

398,729.82

Snohomish County Fire District #7

04/04/2019

Claims Voucher Summary

Page 6 of 6

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-01010	WASTE MANAGEMENT NORTHWEST		117.26
19-01011	WASTE MANAGEMENT NORTHWEST		41.17
19-01012	WAVE BUSINESS		144.92
19-01013	WAVE BUSINESS		540.36
19-01014	WAVE BUSINESS		1,027.26
19-01015	WAVE BUSINESS		20,859.48
19-01016	WELLSPRING FAMILY SERVICES EAP		316.20
19-01017	WHITESIDE INC		355.41
19-01018	Wolfe Fire Protection, Inc		165.00
19-01019	XPLORE TECHNOLOGIES		969.41

Page Total 24,536.47

Cumulative Total 423,266.29

Snohomish County Fire District #7

04/22/2019

Claims Voucher Summary

Page 1 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-01021	ALL BATTERY SALES AND SERVICE		243.59
19-01022	ALLSTREAM BUSINESS US, INC		123.63
19-01023	ALLSTREAM BUSINESS US, INC		109.55
19-01024	ALLSTREAM BUSINESS US, INC		314.78
19-01025	ARAMARK UNIFORM SERVICES		349.34
19-01026	ARROW INTERNATIONAL		677.50
19-01027	AT&T MOBILITY NATIONAL ACCOUNTS LLC		49.04
19-01028	BADGLEY'S LANDSCAPE		8,726.83
19-01029	BEST TREE SERVICE		1,581.95
19-01030	BICKFORD MOTORS INC.		1,907.04
19-01031	BRAUN NORTHWEST INC		45.83
19-01032	CALLBACK STAFFING SOLUTIONS LLC		727.43
19-01033	CAMILLE TABOR		1,097.64
19-01034	CENTRAL KITSAP FIRE & RESCUE		250.00
19-01035	CHAMPION BOLT & SUPPLY		166.84
19-01036	CHINOOK LUMBER		5,349.80
19-01037	CITY OF MONROE		854.49
19-01038	CITY OF MONROE		393.17
19-01039	CITY OF MONROE		159.07
19-01040	CITY OF MONROE		37.17
19-01041	CLOTH TATOO		1,056.00
19-01042	COGDILL, NICHOLS, REIN		71,026.95
19-01043	COMCAST		148.40
19-01044	COMCAST		293.16
19-01045	COMCAST		349.27
19-01046	COMCAST		158.60
19-01047	COURIERWEST, LLC		1,744.00
19-01048	CRESSY DOOR COMPANY, INC		540.54
19-01049	CUMMINS NORTHWEST LLC		524.62
19-01050	DENISE MATTERN		288.56
19-01051	DEPARTMENT GRAPHICS		1,053.12
19-01052	DJ Mattern		353.23
19-01053	DUCKY'S OFFICE FURNITURE		2,149.19
		Page Total	102,850.33
		Cumulative Total	102,850.33

Snohomish County Fire District #7

04/22/2019

Claims Voucher Summary

Page 2 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-01054	EASTSIDE TIMBER & PROPERTY DEVELOPMENT		16,575.00
19-01055	FIGHT OR FLIGHT		12,202.00
19-01056	FREIGHTLINER NORTHWEST		189.22
19-01057	FRONTIER		276.83
19-01058	GALLS, LLC - DBA BLUMENTHAL UNIFORM		992.94
19-01059	GFI DRYWALL		397.99
19-01060	GRAINGER		610.42
19-01061	HIGHWAY AUTO SUPPLY		5.44
19-01062	HUGHES FIRE EQUIPMENT		417.10
19-01063	INFECTION CONTROL EMERGING CONCEPTS		395.00
19-01064	IRON MOUNTAIN INC		301.58
19-01065	ISOUTSOURCE		5,445.84
19-01066	JEFF SCHAUB		37.12
19-01067	JEFF WALKER		46.50
19-01068	JESSICA OBER		1,061.97
19-01069	KAMAN INDUSTRIAL TECHNOLOGIES		43.33
19-01070	KENT D. BRUCE		104.44
19-01071	LAKE STEVENS FIRE		2,163.00
19-01072	LeGEAR ENGINEERING FD CONSULTING		3,325.00
19-01073	LESLIE JO WELLS		41.76
19-01074	LIFE ASSIST INC		22,155.91
19-01075	LN CURTIS & SONS		2,330.26
19-01076	MACLLVENNIE ASSOCIATES, INC		165.00
19-01077	MARIA MAIER		425.00
19-01078	MIKE HILL		1,440.00
19-01079	MOBILE HEALTH RESOURCES		2,463.40
19-01080	MONROE PARTS HOUSE		3,922.58
19-01081	MUNICIPAL EMERGENCY SERVICES, INC.		2,248.21
19-01082	NORTH SOUND HOSE & FITTINGS INC		416.31
19-01083	NORWEST BUSINESS SERVICES, INC		750.00
19-01084	NRS		66.70
19-01085	OFFICE DEPOT		965.52
19-01086	O'REILLY AUTOMOTIVE, INC		11.48

Page Total

81,992.85

Cumulative Total

184,843.18

Snohomish County Fire District #7

Claims Voucher Summary

04/22/2019

Page 3 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-01087	PARDEE, JENNIFER		174.00
19-01088	PETE PARRISH		621.09
19-01089	PETROCARD SYSTEMS, INC.		2,454.41
19-01090	PEWAG TRACTION CHAIN		1,799.99
19-01091	PHYSIO-CONTROL INC.		476.28
19-01092	PRO COMM		292.85
19-01093	PROFESSIONAL BUILDING SERVICES		5,220.00
19-01094	PUGET SOUND ENERGY		268.28
19-01095	PUGET SOUND ENERGY		136.42
19-01096	PUGET SOUND ENERGY		175.81
19-01097	PUGET SOUND ENERGY		36.87
19-01098	PUGET SOUND ENERGY		151.19
19-01099	PURCELL TIRE & SERVICE CENTER		201.75
19-01100	SEAPORT PETROLEUM		807.74
19-01101	SISKUN POWER EQUIPMENT		27.91
19-01102	SNOHOMISH AQUATIC CENTER		99.00
19-01103	SNOHOMISH COUNTY FIRE DISTRICT 7		79,787.45
19-01104	SNOHOMISH COUNTY FIRE DISTRICT 7		12,271.04
19-01105	SNOHOMISH COUNTY PUD		334.30
19-01106	SNOHOMISH COUNTY PUD		835.18
19-01107	SNOHOMISH COUNTY PUD		437.42
19-01108	SNOHOMISH COUNTY PUD		303.64
19-01109	SNOHOMISH COUNTY PUD		1,558.38
19-01110	SNOHOMISH COUNTY PUD		291.09
19-01111	SNOHOMISH COUNTY PUD		234.02
19-01112	SNOHOMISH COUNTY PUD		17.86
19-01113	SNOHOMISH COUNTY PUD		236.03
19-01114	SOUND EQUIPMENT		1,166.30
19-01115	SOUND PUBLISHING, INC		6,492.81
19-01116	SUMMER YOUNG		1,099.92
19-01117	SWISSPHONE		6,765.76
19-01118	SYNCHRONY BANK		772.46
19-01119	SYSTEMS DESIGN WEST LLC		8,613.20

Page Total

134,160.45

Cumulative Total

319,003.63

Snohomish County Fire District #7

04/22/2019

Claims Voucher Summary

Page 4 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Voucher

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-01120	TCA ARCHITECTURE		1,325.24
19-01121	TFS TOTAL FILTRATION SERVICES		268.60
19-01122	TOWN & COUNTRY TRACTOR INC.		175.22
19-01123	TRUE NORTH EMERGENCY EQUIPMENT INC		854.70
19-01124	TYLER TECHNOLOGIES INC		6,676.12
19-01125	UNITED PARCEL SERVICE		59.12
19-01126	US BANK VOYAGER		8,412.06
19-01127	VERAX CHEMICAL COMPANY		220.72
19-01128	VERIZON WIRELESS		1,160.73
19-01129	WA STATE DNR		974.37
19-01130	WASHINGTON FIRE CHIEFS		2,500.00
19-01131	WELLSPRING FAMILY SERVICES EAP		316.20
19-01132	WHELEN ENGINEERING COMPANY		127.76
19-01133	WILLIAM WIRTZ		314.62

Page Total 23,385.46

Cumulative Total 342,389.09



Snohomish County
FIRE DISTRICT 7
Earning Trust Through Action

Payroll Summary, 4/15/2019

CHECK DATE	04/15/19
PERIOD BEGIN	04/01/19
PERIOD END	04/15/19

Direct Deposits	\$	593,868.71
Checks	\$	11,269.43
Agency Checks	\$	520,487.31
Taxes	\$	122,172.14
Totals	\$	1,247,797.59

**Summary Minutes of the Special Joint Board Meeting
April 18, 2019**

The Board of Fire Commissioners for SCFPD #7 and Lake Stevens Fire met in special session on March 4, 2019 at Snohomish County Fire District #7 Headquarters Training Room located at 163 Village Court, Monroe, WA 98272.

Commissioner Waugh called the meeting of the Joint Board of Fire Commissioners to order at 1730 hours. Commissioners Fay, Schaub, Waugh, and Wells with Snohomish County Fire District 7 and Commissioners Elmore, Gagnon and Steinruck with Lake Stevens Fire were present. Commissioners Snyder and Woolery with Snohomish County Fire District 7 were absent with prior notice.

Chief Meek announced there would be capital facilities project presentations from Derik Michel and Frank Lawhead with Lawhead Architects P.S. as well as Dave Fergus from Rice, Fergus, Miller. The purpose of this meeting was to bring the fire commissioners from both Districts together to work collaboratively on both projects to begin processing and prioritizing them. Chief O'Brien noted this was a kick off to developing a 10-15 year capital facilities development plan that will begin with an overview today. It was further explained that after this meeting, field trips will be scheduled so the Commissioners can get familiar. After the field trips, the staff will work with the architects to develop a new plan for capital projects as one agency hopefully by September with necessary projects, priorities and timelines.

CAPITAL PLANS

Deputy Chief Mike Messer of Lake Stevens Fire, introduced himself and explained the history with Lawhead Architects that began about a year and a half prior. He briefly walked through a handout regarding call volume, staffing and trends.

Frank Lawhead explained the project history and then showed elevations, site plans, floor plans, and perspectives for stations 81(new), 83(remodeled), 84 Campus (new) to include both a shop or administration building.

Commissioner Schaub questioned the 84 campus having the administration and shop. Chief O'Brien explained that currently it looks like it will now just accommodate the station and one other building. It could be a shop, administration building, training facility etc., but the site is smaller.

Commissioner Fay requested an update on where the current conversation has been of the shop and the future plans especially with the tent and canopy. He wondered if a satellite location was the nature of the discussions or if the District looking to do something together. Mike Messer noted there has been preliminary discussions about a satellite area but land is a definite issue. It was noted there was only room to build 2 of the 3 buildings initially planned.

Commissioner Waugh asked about the administration for the same issue as well. Chief Meek noted that was a good question but reminded everyone to understand the presentation from Lawhead was all Lake Stevens pre-merger talks. The executive discussion regarding some land today will help drive it and the admin building has also been discussed.

Waugh inquired how the prioritizing projects was going to be determined. Would it be by using unit utilization and standards of cover, or by firefighter preferences etc.? He also questioned what are the criteria that the industry uses now for safety and efficiency so the commissioners can make good decisions? Chief Meek noted the Center for Public Safety Excellence (CPSE), the Standards of Cover, and NFPA as some. The District will be trying to bring all of those in from a long range facility plan to get facilities up and moving into the future. Past examples for District 7 were given. It was explained that this is an expansion of the current Lake Stevens plan based on their needs. Brief discussion took place

1 surrounding current issues. Station 32 will be a concern going into the future as it's not built to be staffed
2 and it's staffing of three members. He noted everyone was here today to kickoff discussions of the current
3 facilities, needs and proposals.
4

5 Commissioner Fay mentioned he heard the 75% utilization threshold and out of Lake Stevens current
6 stations what are those percentages, are we getting close? Larry Huff had a much more comprehensive
7 plan on that and it was noted that he will forward the fire/EMS numbers for unit utilization to the Board.
8

9 Chief Meek explained that District 7 is functioning out of six stations and has contracted with Dave Fergus
10 from Rice Fergus Miller to work on some projects.
11

12 Dave Fergus then presented District 7's current projects that began about a year ago and gave a handout
13 that outlined five projects: Station 32 remodel or replacement, Station 76 interior remodel, Station 72
14 replacement, Station 31 paving improvements, and roofing the Administration Building.
15

16 Station 76 in Mill Creek is an interior remodel project. He used a professional cost estimator that came to
17 \$377,000 including project costs. It's partially owned with Mill Creek so funding for it is in question.
18 Parking is an issue, it was noted it is a difficult station with not a lot of room to grow but is a very busy
19 station.
20

21 Fay questioned if it was feasible to rebuild on the Station 32 site and it was thought that it was. Plans for
22 the site will dictate what needs to be built there such as how many bays, bedrooms, etc. Building a 2-story
23 is not that practical for that area. If Station 32 were moved to a new site, two acres would be recommended
24 with a buildable area of at least 1-1.5 acres.
25

26 The district did look at Station 72, it would be too expensive to remodel and it was noted that rebuilding
27 on the site would work. Rudimentary cost per square foot was estimated at 9.5 million. The next step
28 would be to hone in on this more. Cost inflation is beginning to spike along with contractor non-
29 availability which drives the price up. The reason for the expense of the remodel was the length of the
30 bays, the building being out of time/date, and the fact that masonry is difficult to remodel. It was built at
31 a different time and purpose than it is today and that station is pushing 40 years. The crew's quarters were
32 built to be expanded but became too expensive to bring everything up to standards. Commissioner Waugh
33 noted he was unaware of those Station 72 remodel numbers. Operations during a rebuild is a huge issue
34 to overcome. Commissioner Schaub noted the UGA is already growing and we need to be aware of the
35 need for growth. Purchasing available land nearby and flipping it if it was not going to be used was also
36 briefly discussed.
37

38 Replacing asphalt with concrete at Station 31 was discussed as well as replacing the Admin Building roof
39 that is leaking. There was no construction cost yet available. There are multiple phases of how far the
40 District should go into fixing the Admin Building. If HVAC, lighting, power etc. were fixed first it would
41 delay the roof. It was recommended to fix the roof first and look at the other items later.
42

43 The last project was for a regional training campus. District 7 has a great piece of property that has some
44 useful wetlands, storm ponds, steep slopes that are great training environments. Training centers like this
45 can be built very incrementally. But the map showed a long range vision of the 53 acres with 20+ usable
46 acres. Commissioner Elmore noted that if DOT would allow a different access off 522 that would also
47 help.
48

49 Chief Meek noted that they've been looking at the Station 33 analysis. They looked at call volume at
50 station 75 when it was relocated to Station 74 and now looked at call volume at Station 74 to 33. By
51 closing 75 to 74 was in essence saving the taxpayers \$2 million per year. He gave an example of great
52 placement of Station 33 with a fire alarm call at Frylands Elementary where Station 33 was first in due to
53 station 31 and 32 being on another call.

1 A 10 minute break was taken at 1850.

2
3 **EXECUTIVE SESSION**

4 The Joint Commissioners went into Executive Session at 1900 for thirty (30) minutes per RCW 42.30.110(1)(b) to
5 consider the selection of a site or the acquisition of real estate by purchase for Lake Stevens Fire.

6
7 Regular session resumed at 1925 with action from Lake Stevens Fire Commissioners only.

8
9 The meeting was adjourned at 1926 by Commissioner Waugh.

10
11 **Snohomish County Fire District #7**

12
13
14
15
16 _____
17 Jamie Silva
18 Secretary of the Board
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SNOHOMISH COUNTY
FIRE TRAINING ACADEMY

Cordially invites you to attend the graduation ceremony of

RECRUIT SCHOOL CLASS 2019-01

Graduation exercises will be held at

Glacier Peak High School

Performing Arts Center

7401 144th Place SE

Snohomish, WA 98296

Friday, May 31, 2019

6:00 – 8:00 PM

DISCUSSION ITEMS

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

RESOLUTION NO.

A RESOLUTION of the Board of Fire Commissioners (the “Board”) of Snohomish County Fire Protection District No. 7, (the “District”) providing for the submission to the voters of the District at a special election to be held therein on August 6, 2019, a proposition authorizing a regular property tax levy of \$1.50 per \$1,000.00. This proposition would authorize the District to set and maintain a regular property tax levy of \$1.50 per \$1,000.00 of assessed valuation for 2019 and thereafter subject to any otherwise applicable statutory dollar rate limitations, all as more particularly set forth herein.

WHEREAS, it is the judgment of the Board of Commissioners of the District that it is essential and necessary for the protection of the health and life of the residents of the District that fire and emergency medical services be provided by the District. The accelerated demands for, and increasing costs of, providing these services will necessitate the expenditure of revenues for additional staffing, maintenance, operations and equipment in excess of those which can be provided by the District's regular tax revenue levied at the current rate of \$1.36 per \$1,000.00 of assessed valuation of taxable property within the District, and;

WHEREAS, the Constitution and the laws of the State of Washington require that the question of whether such taxes may be levied must be submitted to the qualified electors of the District for their ratification or rejection.

NOW, THEREFORE:

Section 1. In order to provide fire protection, prevention, and emergency medical services in the District, it is necessary for the District to obtain, operate, and maintain emergency service vehicles and facilities staffed by properly trained personnel equipped with suitable firefighting and emergency medical equipment.

Section 2. In order to provide the revenue adequate to pay the costs of providing adequate life protection services and facilities as described in Section 1 and to assure the continuation of such services, the District shall, in accordance with RCW 84.55.050, remove the limitation on regular property taxes imposed by RCW 84.55.010, and levy beginning in 2019 for collection beginning in 2020, pursuant to RCW 52.16.130, RCW 52.16.140, and RCW 52.16.160, a general tax on taxable property within the District at a rate of \$1.50 per \$1,000.00 of assessed valuation subject to otherwise applicable statutory limits.

Section 3. The District currently levies a regular property tax at the rate of \$1.36 per \$1,000.00 of assessed valuation.

Section 4. LIMIT FACTOR. In order to provide the revenue adequate to pay the costs of providing adequate life protection services and facilities as described in Section 1 and to maintain reserve funds sufficient to assure the continuation of such services beyond 2020, the District has determined that a limit factor of three percent (3%) shall be used to determine the actual levy rate, subject to the maximum statutory rate of \$1.50 per \$1,000.00 of assessed valuation in 2020-2024. The funds raised under this levy shall not supplant existing funds used for the purposes described in Section 1.

Section 5. The Auditor of Snohomish County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct an election in the District, in the manner provided by law, to be held herein on August 6, 2019 in conjunction with the State general election, for the purpose of submitting to the voters of the District, for their approval or rejection, a proposition of whether the regular property tax levy of the District shall be set at \$1.50 per \$1,000.00 of assessed value in 2019, subject to otherwise applicable statutory limitations; and for the dollar amount of such levies to be used for the purpose of computing the limitations for subsequent levies under RCW 84.55.050 and for the limit factor to be established as 3% for years 2020-2024.

Section 6. Pursuant to RCW 29A.36.071, as amended, the Snohomish County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

**FIRE PROTECTION DISTRICT NO. 7
SNOHOMISH COUNTY, WASHINGTON**

PROPOSITION NO. 1

AUTHORIZING REGULAR PROPERTY TAX LEVIES

The Board of Fire Commissioners of Fire Protection District No. 7, Snohomish County, Washington, adopted Resolution No. [REDACTED] concerning a proposition to restore the District's regular property tax levy. This measure would restore the District's regular property tax levy to \$1.50 per \$1,000.00 of assessed valuation for collection in 2020 and would authorize an annual increase in the limit factor of up to 3% (but not to exceed the \$1.50 rate) for each of the five succeeding years. The maximum allowable levy in 2024, collected in 2025, shall serve as the base for subsequent levy limitations as provided by Chapter 84.55 RCW.

Should this proposal be approved?

YES ()

NO ()

Section 7. The Secretary of the District is directed: (a) to certify to the Auditor a copy of this Resolution No. [redacted] showing its adoption by the Board at least 84 days prior to the date of such election, and; (b) to perform such other duties as are necessary and required by law in submitting to the voters of the District at the aforesaid election the proposition of whether such excess tax levy shall be made.

ADOPTED by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 9th day of May, 2019 of which notice was given in the manner provided by law, the following Commissioners being present and voting.

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

By: _____
RANDY FAY
Fire Commissioner

By: _____
JEFF SCHAUB
Fire Commissioner

By: _____
WILLIAM SNYDER
Fire Commissioner

By: _____
ROY WAUGH
Fire Commissioner

By: _____
LESLIE JO WELLS
Fire Commissioner

By: _____
RANDY WOOLERY
Fire Commissioner

ATTEST:

JAMIE SILVA
District Secretary

CERTIFICATION

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

1. The attached copy of Resolution No. [REDACTED] (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regular meeting of the Board of Fire Commissioners of the District (the "Board") held on May 9th, 2019, as the Resolution appears on the minute book of the District 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 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 9th day of May, 2019.

JAMIE SILVA, District Secretary
Board of Fire Commissioners

EQUIPMENT LEASE

THIS EQUIPMENT LEASE ("Lease") is made and effective the _____ day of _____, 2019 by and between Snohomish County Fire District No. 7 ("Lessor"), and _____ ("Lessee").

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain EMS unit(s).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"):

2. **Term.** The term of this Lease shall commence on the ___ day of _____, 2019 ("Commencement Date") and shall continue on a month to month basis. This Lease may be terminated by either party upon thirty (30) days advance written notice to the other party.

3. **Rent.** The monthly rent for the Equipment shall consist of Base Rent plus Additional Rent based on mileage.

3.1. Base Rent shall be paid in advance in installments of ____ Thousand Dollars (\$____.00) each month.

3.2. As Additional Rent, Lessee shall pay, on the first day of each month beginning on the first day of the month after the Commencement Date, Additional Rent of _____ Cents (\$0.____) per mile driven during the previous calendar month. Current mileage of the Equipment is ____.

3.3. Payment of Rent shall be sent to Lessor at 163 Village Court, Monroe, Washington 98272, or at such other place as Lessor may designate from time to time. Lessor may levy a late payment charge equal to one percent (1%) per month on any amount that is ten days overdue.

4. **Deposit.** Lessee shall pay a deposit in the amount of _____ dollars (\$____) prior to taking possession of the Equipment. The deposit will be refunded to Lessee promptly following Lessee's performance of all obligations in this Lease. If any obligations are not satisfied, the deposit may be used to satisfy such obligations. The balance, if any, shall be refunded to Lessee. If the deposit is insufficient, Lessee shall promptly pay the amount owed following receipt of an invoice.

5. **Use.** Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment to include Vehicle Licensing.

6. **Warranty.** LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Repairs and Maintenance.** Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all maintenance, parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Any maintenance and repairs shall be performed at an authorized service center pre-approved by Lessor.

8. **Modifications.** Lessee shall make no modifications to the Equipment without the prior written consent of Lessor. Any rebranding shall be of a removable type that can be removed at the end of the Lease term.

9. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

Place the same in good repair, condition and working order; or

Replace the same with like equipment in good repair, condition and working order; or

Pay to Lessor the replacement cost of the Equipment.

10. **Surrender.** Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

11. **Insurance.** Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally insured and a loss payee. Lessee's insurance should be primary and non-contributory. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Such policy shall 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 shall not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

12. **Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee.

13. Indemnity. Lessee shall defend, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

The foregoing indemnification obligation shall include, but is not limited to, all claims against Lessor by an employee or former employee of Lessee. For this purpose, Lessee expressly waives, as respects Lessor, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. The parties hereby certify that this waiver of immunity was mutually negotiated.

14. Default. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

15. Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

16. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

17. **Additional Documents.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

18. **Entire Agreement.** This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

19. **Notices.** Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Snohomish County Fire District No. 7
Attn: Jamie Silva
163 Village Court
Monroe, WA 98272

If to Lessee:

20. **Assignment.** Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

21. **Construction and Interpretation.** This Lease is made and executed in the State of Washington and shall be construed under and be governed by the laws of the State of Washington. Both parties have had ample opportunity to review and amend this Lease, and, therefore, any ambiguities shall not be construed against either of the parties on the grounds that the other drafted the same.

22. **No Waiver.** No waiver of any provision of this Lease by the Lessor shall under any circumstance constitute or be deemed a waiver of any subsequent breach of the same or any other provision or requirement.

23. **Costs and Attorneys' Fees.** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in Snohomish County Superior Court.

24. **Invalidity.** If any provision to this Lease shall be held 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 Lease and this Lease shall be carried out as if such invalid or unenforceable provision was not contained within this Lease.

25. **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if the parties had signed the same agreement. All counterparts will be construed together and evidence only one agreement.

26. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR

Fire Chief
Snohomish County Fire District No. 7

Date

LESSEE

Date

Signature (Please print name and title below signature line)

ACTION ITEMS

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

RESOLUTION NO. 2019-7

WHEREAS, Snohomish County Fire Protection District No. 7 Board of Commissioners regular meetings are currently held at the Administration Building (953 Village Way, Monroe, WA 98272, 2nd floor) on the second and fourth Thursdays of every month with the meeting on the second Thursday starting at 3:30 PM and the fourth Thursday starting at 5:00 PM.

WHEREAS, in an effort to collaborate with Lake Stevens Fire, the District desires to alternate the location of the second meeting of the month which falls on the fourth Thursday.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The location of the second meeting of the month will alternate between the Lake Stevens Fire Conference Center located at 10518 18th Street SE Lake Stevens, WA 98258 and the Snohomish County Fire District 7 Station 31 Training Room located at 163 Village Court, Monroe, WA 98282.

May 23rd, 2019 location will be the Fire District 7 Station 31 Training Room
 June 27, 2019 location will be the Fire District 7 Station 31 Training Room
 July 25th, 2019 location will be the Lake Stevens Conference Center
 August 22nd, 2019 2019 location will be the Fire District 7 Station 31 Training Room
 September 26th, 2019 location will be the Lake Stevens Conference Center
 October 24th, 2019 2019 location will be the Fire District 7 Station 31 Training Room

ADOPTED by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 25th day of April, 2019, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

Randy Fay, Fire Commissioner

Jeff Schaub, Fire Commissioner

William Snyder, Fire Commissioner

Roy Waugh, Fire Commissioner

Leslie Jo Wells, Fire Commissioner

Randy Woolery, Fire Commissioner

ATTEST:

Jamie Silva, District Secretary

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7
RESOLUTION NO. 2019-8
AUTHORIZATION TO ESTABLISH AND COLLECT CERTAIN FEES**

WHEREAS, Snohomish County Fire District No. 7 (the "District") is authorized by RCW 52.12.021 and RCW 52.12.020 to perform services related to the protection of life and property; and

WHEREAS, the District offers various types of courses/certifications ("Courses") which are directly related to the District's mission and purposes as set forth in the foregoing statutes; and

WHEREAS, the District has responsibilities and authority to approve or issue permits in certain parts of the District; and

WHEREAS, the District desires to establish and collect registration fees from Course attendees in order to defray the cost of providing such Courses; and

WHEREAS, the District desires to establish and collect permit fees from applicants or permit holders as allowed or negotiated through process, other resolutions, or inter-local agreements, in an effort to help defray the cost of providing such services;

NOW, THEREFORE, BE IT RESOLVED by the Snohomish County Fire Protection District No. 7 Board of Fire Commissioners as follows:

1. **Establishment of Registration and Permit Fees.** The Fire Chief and/or designee, which may include the Program Manager, is hereby authorized to establish a reasonable fee for each Course or permit offered by the District.
2. **Collection.** Fees established for each Course or permit will be collected by the District as a condition of a participant's enrollment in the Course or permittee's application unless such fee is waived for good cause in a specific instance at the discretion of the Fire Chief or designee.
3. **Reporting.** On a quarterly basis, the Fire Chief will report to the Commission the Courses and permits which have been offered or issued; the number of participants attending each Course; the value of each permit fee collected for such period; registration fees charged for such Courses; fee waivers; and any other information that the Commission may from time to time request in order to ensure the continued appropriateness of this Resolution.

ADOPTED by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 25th day of April, 2019, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

Randy Fay, Fire Commissioner

Jeff Schaub, Fire Commissioner

William Snyder, Fire Commissioner

Roy Waugh, Fire Commissioner

Leslie Jo Wells, Fire Commissioner

Randy Woolery, Fire Commissioner

ATTEST:

Jamie Silva, District Secretary

INTERLOCAL AGREEMENT

This Agreement is entered into between the following Advanced Life Support (ALS) Agencies within Snohomish County, Washington in conformance with RCW 39.34, the Washington Interlocal Cooperation Act:

North County Regional Fire Authority (NCRFA)
 City of Arlington (Arlington)
 City of Everett (Everett)
 City of Marysville (Marysville)
 City of Mukilteo (Mukilteo)
 South County Fire and Rescue (South County Fire)
 Snohomish County Fire District 4 (Snohomish 4)
 Snohomish County Fire District 7 (Snohomish 7)
 Snohomish County Fire District 26 (Snohomish 26) and
 Snohomish County Fire District 8 (Lake Stevens)

(the foregoing agencies shall be collectively referred to as the "Participating Agencies"). As set forth herein, other ALS agencies may subsequently become Participating Agencies or Affiliates upon majority vote of the Participating Agencies.

WHEREAS, many calls for service made by "at risk citizens" are for routine needs and could benefit by a CRPP (CRPP); and

WHEREAS, the Participating Agencies currently employ CRPs for the benefit of their respective citizens; and

WHEREAS, the Participating Agencies recognize that there are numerous benefits to be achieved if a CRPP were established on a county wide level, including but not limited to, an increase in efficiencies, sharing of resources and eligibility for grants and other funding; and

WHEREAS, or the Participating Agencies wish to explore the formation of a CRPP for Snohomish County in coordination with the North Sound Accountable Communities of Health (NSACH) comprising personnel from the Participating Agencies who work under the direction of the County Medical Program Director, Dr. Eric Cooper; and

WHEREAS, the goal and purpose of the CRPP is to provide Community Resource Paramedics and coordinated care deployment models throughout the Snohomish County to provide efficient coordinated care and Emergency Room diversion.

WHEREAS, the Participating Agencies wish to establish the means and procedures for formal discussions to occur as part of a coordinated effort to form and implement the CRPP; and

WHEREAS, the Participating Agencies are authorized by the "Washington Interlocal Cooperation Act" Revised Code of Washington (RCW) 39.34 to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, in consideration of the terms and conditions herein, the parties agree as follows:

I. DEFINITIONS, PURPOSE AND TERM

1.1 Definitions.

- a. **Affiliate Agency:** Agencies that do not provide specialized ALS personnel or equipment but who execute an Affiliate Agreement in order to receive services from the CRPP. Affiliate Agencies are not entitled to representation on the CRPP Board.
- b. **CRPP:** Community Resource Paramedic Program.
- c. **CRPP Board.** A board comprised of representatives from the Participating Agencies which shall meet on a regular basis in order to establish policy and direction for the CRPP and shall oversee the CRPP.
- d. **Effective Date:** Defined in Section 4.12.
- e. **Full Participating Agencies (FPAs):** Participating Agencies who execute a Consent to participate in the Operational Phase of this Agreement.
- f. **Lead Agency:** The agency responsible for conducting certain actions on behalf of the CRPP. Initially, South Snohomish County Fire & Rescue Regional Fire Authority ("South County Fire") shall serve as the Lead Agency.
- g. **Participating Agencies:** Signatories to this Agreement.
- h. **Transitional Board.** A board comprised of representatives from the Participating Agencies whose purpose is to handle preliminary matters for the CRPP. The Transitional Board will be replaced by the CRPP Board following the Transitional Period.
- i. **Transitional Period:** The period of time commencing on the Effective Date and ending on December 31, 2018.

1.2 Purpose. The purpose of this Agreement is to create and implement a CRPP, to establish administrative oversight for the CRPP, to provide for management of personnel and resources of the Participating Agencies, procurement of equipment and supplies, cost recovery, and other matters relevant to the program.

1.3 Duration of Agreement. This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

II. TRANSITIONAL PERIOD

2.1 Transitional Period. The Transitional Period of this Agreement is for the purpose of creating a Transitional Board to establish the foundational aspects of the CRPP. The Transitional Period shall commence on the Effective Date and shall continue until December 1, 2018 or such later date as may be determined by resolution of the Transitional Board. During the Transitional Period, the following terms and conditions apply:

- a. **Lead Agency.** South County Fire shall serve as the Lead Agency to coordinate functions of the Transitional Board and to undertake tasks assigned to it by the Transitional Board. The Lead Agency shall be entitled to reimbursement of its out of pocket expenses during the Transitional

Period.

- b. **Property.** No property will be acquired during the Transitional Period.
- c. **Financial Commitment.** No Participating Agency shall be subject to any financial commitment or obligation except for its proportionate share of the Lead Agency's out of pocket expenses during the Transitional Period; provided, however, that no Participating Agency's proportionate cost which shall exceed \$500. Except as to the foregoing, each Participating Agency shall bear its own costs and expenses of participation.
- d. **Meetings.** Each Participating Agency agrees to designate one representative and one alternate a to attend Transitional Board meetings as those may be scheduled from time to time by the Lead Agency. Transitional Board meetings shall be for the purpose drafting bylaws for adoption by the CRPP Board, to explore external funding options and to begin the application process if feasible, to develop a cost sharing formula for the Participating Agencies and to design the CRPP parameters.
- e. **Meetings and Rules.** The Transitional Board may adopt procedural rules to govern their meetings. All meetings shall comply with the Open Public Meetings Act.
- f. **Committees.** The Transitional Board may designate one or more committees to make recommendations to the Transitional Board.
- g. **Withdrawal During Transitional Period.** During the Transitional Period, any Participating Agency may withdraw from this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the Lead Agency not less than thirty (30) days in advance of the withdrawal.

2.2 Actions to be Approved by Transitional Board. The Transitional Board shall, as expeditiously, as possible, but no later than November __, 2018, shall take the following actions:

- (a) Prepare Bylaws to govern meetings and the conduct of the CRPP Board.
- (b) Develop a budget for calendar year 2019.
- (c) Develop and adopt a cost sharing allocation formula for the Participating Agencies.
- (d) Develop a "business plan" detailing the scope and functions of the CRPP. The Business Plan shall describe the parameters and scope for the CRPP, identify external funding sources and application deadlines and an implementation plan.
- (e) Provide copies of the Business Plan, draft bylaws and cost sharing allocation formula to the Participating Agencies for review and comment. The Transitional Board shall revise such documents as it deems appropriate to address such comments.

2.2.1 After receiving and evaluating comments timely submitted by Participating Agencies, the Transitional Board shall, on or before _____, 2018, vote to formally adopt (i) the Bylaws, (ii) Business Plan; (iii) the 2019 Budget and (iv) the proposed Cost Sharing Formula. Upon adoption, the Business Plan shall be attached as Appendix A to this Agreement and the Cost Sharing Formula shall be attached as Appendix B to this Agreement. The Participating Agencies agree that such Appendices may be added without further action of the Participating Agencies.

III. OPERATIONAL PHASE

3.1 Commencement of Operational Phase. The Operational Phase of this Agreement shall commence on the earlier of January 1, 2019 or thirty (30) days after the date on which the Bylaws are approved by the Transitional Board. Upon commencement of the Operational Phase, the Transitional Board shall disband and shall be replaced with the CRPP Board which shall be comprised of representatives appointed in the manner described in the Bylaws.

3.1.1 Continued Participation; Withdrawal. Prior to the commencement of the Operational Phase, the governing body of each Participating Agency desiring to remain a Participating Agency shall approve the continued participation in this Interlocal Agreement by executing the Consent attached hereto as Appendix C and forwarding same to the Lead Agency. Such Consent shall expressly constitute approval of the Cost Sharing Formula. Any Participating Agency which does not timely execute and submit the Consent to the Lead Agency shall be deemed to have withdrawn from this Agreement--and shall cease to be a Participating Agency--as of the commencement of the Operational Phase. Any Participating Agency signing such consent shall be deemed a "Full Participating Agency" (FPA).

3.1.2 Withdrawal During Operational Phase. During the Operational Phase, any FPA may withdraw from participation in this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the Lead Agency on or before June 1. If the notice of withdrawal is timely provided, withdrawal will be effective as of January 1, of the succeeding year. The withdrawal of an FPA shall not terminate the Agreement as to the remaining parties. An FPA that withdraws from this Agreement shall forfeit any right to a share of the value of the SOPB owned Equipment.

3.1.3 An FPA who withdraws may become an Affiliate Agency. If the withdrawing party does not elect to become an Affiliate Agency, the party shall no longer be entitled to receive the CRPP Services without charge.

3.2 Admission of Other Agencies. Any Snohomish County fire department or municipality who is not currently a party to this Agreement may become an FPA or Affiliate Agency upon majority approval of the CRPP Board.

3.2.1 The CRPP Board may, as a condition of approving an agency to become a FPA, require such agency to make certain upfront financial contributions to ensure equity among the FPAs.

3.2.2 An agency approved by the CRPP Board to be an Affiliate Agency shall execute the Affiliation Agreements attached as Appendix D. The Lead Agency shall be authorized to execute such Affiliation Agreements on behalf of the CRPP Board.

3.3 CRPP Board. The CRPP Board shall meet quarterly and on such other dates as the CRPP Board deems necessary.

3.4 Lead Agency. South County Fire shall serve as the Lead Agency to coordinate functions of the Transitional Board and to undertake tasks assigned to it by the Transitional Board. The Lead Agency shall have the duties and functions expressed herein and shall be entitled to compensation for such services pursuant to an interlocal agreement executed with the CRPP Board.

3.5 Obligations of FPAs. FPAs shall certify that all training standards and annual refresher training requirement have been met by participating Community Resource Paramedics utilized in the CRPP.

3.6 Acquisition, Ownership, and Use of Equipment.

3.6.1 In order to facilitate the acquisition and disposal of equipment which may be needed for the CRPP (the "Equipment"), the Lead Agency shall be responsible for acquiring, holding title to, and disposing of Equipment as directed by the CRPP Board. The CRPP Board shall authorize the expenditure of funds by the Lead Agency to acquire the Equipment.

3.6.2 In the event the Lead Agency ceases to continue serving as the Lead Agency, then the CRPP Board shall designate a new Lead Agency. The former Lead Agency shall execute all documents necessary to transfer title to the Equipment to the new Lead Agency.

3.6.3 Any tax liabilities arising from the Lead Agency's acquiring title to, or disposing of, the Equipment shall be reimbursed by the CRPP Board.

3.6.4 The CRPP Board shall assign each item of Equipment for use by a party to this Agreement. The CRPP Board reserves the right to reassign Equipment from time to time as it deems necessary to fulfill the purposes of this Agreement. While Equipment is being used by a party, the party shall be responsible to carry and maintain insurance covering claims for bodily injuries and/or damages to property of others arising from use of the Equipment with \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). The CRPP Board and the parties to this Agreement shall be named as "additional insureds" under such policy.

3.7 Funding Responsibility and Budget.

3.7.1 For 2019, the FPAs shall contribute funds according to the Budget and Cost Sharing Formula adopted by the Transitional Board.

3.7.2. Not later than _____, 2019 and annually thereafter on such date, the CRPP Board shall adopt a budget for the following year and distribute a copy of same to all FPAs and Affiliate Agencies. The proposed budget shall detail, at a minimum, the following: (i) equipment and resources the CRPP Board determines to be necessary for acquisition during the following calendar year, (ii) anticipated maintenance and repair costs for equipment purchased by the CRPP Board; (iii) the grants to be received by the CRPP Board to acquire equipment and resources, and (iv) anticipated administrative and related expenses.

3.7.3 That portion of the budget not funded by grants shall be funded by FPAs and Affiliate Agencies as provided in this Section. Each agency's share of the budget shall be derived according to the Cost Sharing Formula.

3.7.4 FPAs shall be invoiced amounts according to the Cost Sharing Formula. Invoices shall be payable within 45 days of the due date of the invoice; failure to timely pay an invoice shall constitute a default under the terms of this Agreement.

3.7.5 If a Snohomish County agency joins as an FPA or Affiliate Agency at any date other than January 1, the agency shall pay a pro rata share of the amount it would otherwise have been billed for the calendar year in which it joined. The fees paid by such agency shall reduce the obligations owed by the other FPAs and Affiliate Agencies. At the CRPP Board's discretion, the appropriate amounts shall be refunded to the other agencies or shall be credited against their financial obligations in the subsequent calendar year.

3.7.6 The CRPP Board shall execute an interlocal agreement with the Lead Agency to handle the billing, collection, and public bidding functions for the CRPP Board.

3.8 Compensation for Special Operations Services.

3.8.1 In consideration of the financial and other contributions by the FPAs as outlined herein, the CRPP Board and parties hereto agree that an FPA shall not be billed for CRPP services received by such FPA.

IV. MISCELLANEOUS TERMS

4.1 Termination of Agreement.

4.1.1 This Agreement may be terminated by a 60% majority vote of the FPAs. Unless otherwise provided, any termination shall be effective as of December 31 of the year in which the vote is taken.

4.1.2 Upon termination of this Agreement, the CRPP Board shall take all steps to redistribute or liquidate the Equipment. After paying all expenses, the Lead Agency shall disburse any proceeds to the FPAs according to the percentage of their contributions during the term of this Agreement.

4.1.3 An agency who is utilizing any item of Equipment as of the date of termination shall be afforded a reasonable opportunity to purchase the item for the full and true value before it is offered for sale to other FPAs or to third parties.

4.2 Indemnification. To the extent permitted by law, each party to this Agreement shall defend, indemnify, and hold the CRPP Board, other FPAs, Affiliate Agencies and their agents, employees and/or officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature brought against them arising out of or caused by the indemnifying party's negligent acts and/or omissions. Nothing in this Agreement shall be construed to require any party to defend, indemnify, and hold harmless any other party against any liability to the extent it arises from or is caused by the negligence or fault of the other party, its agents, employees, and/or officers.

4.3 Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. In the event that any litigation may be filed between the parties regarding this Agreement, the parties agree that venue shall rest in the Superior Court of Snohomish County, Washington.

4.4 Disputes. The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action. Venue for any disputes shall lie exclusively in Snohomish County Superior Court.

4.5 No Third Party Benefit. It is agreed that this Agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by written instrument signed by the parties hereto.

4.7 Savings. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

4.8 Recording. A copy of this Agreement shall be filed with the Snohomish County Auditor.

4.9 Survivability. All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

4.10 No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

4.11 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of, or against, the district preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

4.12 Effective Date.

4.12.1 This Agreement shall take effect and be in full force and in effect after all of the following has occurred (the "Effective Date"):

A. The Agreement is executed by the duly authorized representative of at least ____ Participating Agencies; and

B. A copy of the Agreement is either filed with the Snohomish County Auditor's Office or posted on the website for at least one of the Parties.

4.13 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.

4.14 Ownership of Assets. Each party shall retain ownership, control, and responsibility for the maintenance, repair, and replacement of their respective facilities, apparatus, and equipment.

4.15 Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address as the foregoing Parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

4.16 No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

4.17 Independent Municipal Governments. The Parties recognize and agree that the parties hereto are independent governments. Except for the express terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party.

4.18 Drafting. The Parties agree that each has fully participated in the negotiation, review, and drafting of

this Agreement and that this Agreement shall be construed according to its fair meaning without regard to which Party drafted any particular provision.

CITY OF ARLINGTON

Signed: Barbara Tolbert
Barbara Tolbert

Dated: _____

Print: Mayor
Title:

Approved as to form:

[Signature]
City Attorney

CITY OF EVERETT

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

CITY OF MARYSVILLE

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

CITY OF MUKILTEO

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

NORTH COUNTY REGIONAL FIRE AUTHORITY

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

NCRFA Attorney

SNOHOMISH COUNTY FIRE DISTRICT 4

Signed: _____

Dated: _____

Print:

Title:

Approved as to form:

District Attorney

SNOHOMISH COUNTY FIRE DISTRICT 7

Signed: _____

Dated: _____

Print:

Title:

Approved as to form:

District Attorney

SNOHOMISH COUNTY FIRE DISTRICT 8

Signed: _____

Dated: _____

Print:

Title:

Approved as to form:

District Attorney

SNOHOMISH COUNTY FIRE DISTRICT 26

Signed: _____


Dated: _____

Print:
Title:

Approved as to form:

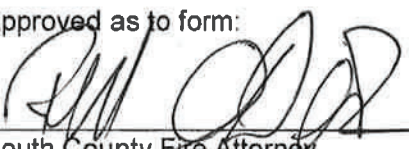
District Attorney

SOUTH SNOHOMISH COUNTY FIRE & RESCUE RFA

Signed: 
Fire Chief

Dated: December 3, 2018

Print:
Title:

Approved as to form:

South County Fire Attorney

APPENDIX A
BUSINESS PLAN

APPENDIX B
COST SHARING FORMULA

APPENDIX C
CONSENT

APPENDIX D
AFFILIATION AGREEMENT



1121 SE Everett Mall Way, #200
Everett, WA 98208

March 21st, 2019

Via Email Only

Assistant Chief Steve Guptil
163 Village Court
Monroe, WA 98272

Dear Assistant Chief Guptil:

Thank you once again for your time spent working with us in renewing our existing lease with your organization. We are confident that we will reach a mutually-agreeable contract in the coming weeks, but acknowledge that our discussions will take more time to conclude. To that end, we would like to request another extension so that we can provide the necessary financial information to your organization, and have the proper time for the necessary Board approvals.

For clarity and parity with our last extension request, by signing this letter, both parties agree to the following:

- SERS requested an extension to the Communication Site Lease (Agreement) that was originally signed in December 2002 and has fulfilled the notification requirements in that Agreement to enable the term extension allowed
- Both parties have a sincere desire to negotiate mutually-agreeable terms to continue this contract
- While the Agreement is not explicit in terms of a required time-line to negotiate changes to terms, both parties believe it necessary to document that the terms are still under negotiation beyond December 31st, 2018
- After consideration, both Snohomish County 911 and Fire District 7 agree to extend the term of the in-place Agreement to May 28th, 2019 for the purposes of further negotiating changes to the Agreement.
- All other aspects of the existing agreement remain unchanged.

Please let me know if you have any questions or concern and I will address them promptly, otherwise I will look forward to receiving your response.



1121 SE Everett Mall Way, #200
Everett, WA 98208

A handwritten signature in black ink, appearing to read "K Mills".

Kurt Mills
Executive Director, Snohomish County 911

Fire District 7

HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Snohomish Co. Fire District No. 7 163 Village Court Monroe, WA 98074		2. Grant Agreement Amount: \$9,000		3. Grant Agreement Number: E18-169 – Sno.Co. FD #7							
4. Subrecipient Contact(s), phone: Jamal Beckham, 360-794-7666		5. Grant Agreement Start Date: 09/01/2017		6. Grant Agreement End Date: 10/30/2019							
7. County Contact(s), phone: Bill Ekse, 425-388-5061 Tammy Jones, 425-388-5072		8. Data Universal Numbering System (DUNS): 781834478		9. UBI # (state revenue): 313-014-461							
10. Funding Authority: Snohomish County (“County”), Washington State Military Department (the “Department”) and the U.S. Department of Homeland Security (DHS)											
11. Federal Funding Identification #: FMW-2017-SS-00101-S01		12. Federal Award Date:	13. Catalog of Federal Domestic Assistance (CFDA) # & Title:								
14. Total Federal Award Amount: \$13,204,851		15. Program Index # & OBJ/SUB-OBJ: 773SZ, 773SH, 773SB, 773SL, 773SC, 773SQ / NZ		16. TIN: 33-1126622							
17. Service Districts: BY LEGISLATIVE DISTRICTS: 40, 42, 44 BY CONGRESSIONAL DISTRICTS: 1, 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____							
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency								
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> “To all who apply & qualify” <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER								
24. PURPOSE & DESCRIPTION: The purpose of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Washington State Military Department and the County are the Recipient and Pass-through Entity respectively of the 17HSGP Award EMW-2017-SS-00101-S01, which is incorporated in and attached hereto as Attachment 1. The County is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the County for use of Federal award funds provided under this Agreement. The Subrecipient’s Scope, Schedule, and Budget for the subaward are detailed in Attachment 2.											
IN WITNESS WHEREOF, the County and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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 the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table border="0"> <tr> <td>1. Applicable Federal and State Statutes and Regulations</td> <td>4. Special Terms and Conditions</td> </tr> <tr> <td>2. DHS/FEMA Award and program documents</td> <td>5. General Terms and Conditions, and,</td> </tr> <tr> <td>3. Scope, Schedule, and Budget</td> <td>6. Other provisions of the Agreement incorporated by reference.</td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions	2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,	3. Scope, Schedule, and Budget	6. Other provisions of the Agreement incorporated by reference.
1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions										
2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,										
3. Scope, Schedule, and Budget	6. Other provisions of the Agreement incorporated by reference.										
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.											

FOR THE COUNTY:

FOR THE SUBRECIPIENT:

Signature Date
Dave Somers, County Executive

Signature Date
Gary Meek, Fire Chief

APPROVED AS TO FORM:
George Marsh 5/31/18

SPECIAL TERMS AND CONDITIONS**ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

COUNTY		SUBRECIPIENT	
Name	Bill Ekse	Name	Jamal Beckham
Title	Region 1 / UASI Coordinator	Title	Lt. Paramedic Swiftwater Coordinator
E-Mail	bill.ekse@co.snohomish.wa.us	E-Mail	jbeckham@monroefire.org
Phone	425-388-5061	Phone	360-794-7666
Name	Tammy Jones	Name	Gary Meek
Title	Region 1 Coordinator	Title	Fire Chief
E-Mail	tammy.jones@co.snohomish.wa.us	E-Mail	gmeek@snofire7.org
Phone	425-388-5072	Phone	
Name	Jason Biermann	Name	
Title	Director, Emergency Mgmt	Title	
E-Mail	Jason.biermann@co.snohomish.wa.us	E-Mail	
Phone	425-388-5068	Phone	

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant Number EMW-2017-SS-00101-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the County, Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the County.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 17HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 17HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant No. EMW-

2017-SS-00101-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants

- iii. The Subrecipient shall be responsible to the County for ensuring that all 17HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment 2), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the County and Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the County or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the County's Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by County Key Personnel and/or the Department.
- e. Copies of receipts and/or backup documentation for any approved items that are authorized under this Agreement must be included with the Subrecipient reimbursement requests. Originals are to be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the County, the Department, and federal, state, or local auditors.
- f. The Subrecipient will submit reimbursement requests to the County by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the County) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the County's Key Personnel no later than the due dates listed within the Timeline (Attachment 2), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the County. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from County Key Personnel to waive the due date in the Timeline (Attachment 2) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.
- g. Any request for extension of a due date in the Timeline (Attachment 2) will be treated as a request for Amendment of the Agreement and must be submitted to the County's Key Personnel sufficiently in advance of the due date to provide adequate time for County review and consideration, and can be granted or denied within the County's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the County within 20 days after the Grant

Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the County.

- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.
- j. Failure to timely submit complete reports as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports are submitted and the County has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- k. A written amendment will be required if the Subrecipient expects cumulative transfers among project budgets, as identified in the Scope and Budget (Attachment 2), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.
- l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. The Subrecipient shall submit with each reimbursement request a report indicating the status of activities (Attachment 2) for which reimbursement is sought in the format provided by the County.
- b. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the County the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.
- c. SHSP & UASI Subrecipients shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number;
 - C. the source of funding for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Catalog of Federal Domestic Assistance (CFDA) number
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost

- H. location, use and condition of the equipment at the date the information was reported, and
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the County and Department.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
 - A. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - B. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - C. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
 - ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
 - b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
 - c. Allowable equipment and supply categories for 17HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the

AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the County's Key Personnel for assistance in seeking FEMA approval prior to acquisition.

- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. For OPSG Subrecipients, equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
- f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 17HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>, all of which are incorporated in and made a part of this Agreement.

- a. The Subrecipient proposing projects that have the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- b. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received before** any work, for which reimbursement will be later requested, is started. Expenditures for projects started before the EHP review approval is received will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.
- b. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the County for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The County will monitor the activities of the Subrecipient from award to closeout. The goal of the County's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the County the 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports
 - ii. monitoring and documenting the completion of Agreement deliverables
 - iii. documentation of phone calls, meetings, e-mails, and correspondence
 - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Attachment 2, and federal requirements
 - v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FFY 2017 federal preparedness funding, to include HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. HSGP SPECIFIC REQUIREMENTS

1. 17HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:
 - a. Up to 5% percent of the HSGP award received by the County may be used for management and administrative (M&A) purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for M&A costs under this Agreement is identified in the Budget (Attachment 2), and may be less than, but will not exceed, the maximum 5%.
 - b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Attachment 2) and may differ from the combined 25% requirement. If the Subrecipient anticipates spending less than the indicated amount on LETPA activities as indicated in the Budget (Attachment 2), a budget amendment is required.
 - c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the County unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Attachment 2) and may differ from the 50% HSGP limit. If the Subrecipient anticipates spending an amount different than what's in the Budget (Attachment 2), a budget amendment is required.
2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.
3. The Subrecipient shall use HSGP funds only to perform tasks as described in the Scope (Attachment 2), as approved by the County and Department, and in compliance with this Agreement.
4. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.
 - a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.
5. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at <https://hseep.preptoolkit.org/>.
6. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including, but not limited to, the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY17 HSGP TERMS AND CONDITIONS

As a subrecipient of 17HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 17HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2017-SS-00101-S01, which are incorporated in and made a part of this Agreement as Attachment 1.

**Washington State Military County
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a subrecipient under this Agreement.
- c. **“County”** means Snohomish County, a political sub-division of the State of Washington, or any of the officers or other officials lawfully representing the County. The County is a recipient of a federal award indirectly from a federal awarding agency and is a pass-through entity making a subaward to a subrecipient under this Agreement.
- d. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the County. However, the definition of “subrecipient” is the same as in 2 CFR 200.93 for all other purposes.
- e. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- f. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The County shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the County in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the County may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the County and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The County and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 CONFLICT OF INTEREST

No officer or employee of the County; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the County is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act,

(PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the County may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the County, Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- b. The County reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and County to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the County for any purpose not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the County or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the County, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the County, Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the County, Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the County, or Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Subrecipient, its agents, or

employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the County's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the County may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the County has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the County and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the County, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The County makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold

the County, Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the County prior to issuance all advertising and publicity matters relating to this Agreement wherein the County's name is mentioned or language used from which the connection of the County's name may, in the County's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the County. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the County, Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the County undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole

responsibility of the Subrecipient. The County undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the County, Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to County requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Snohomish County – Dept. of Emergency Management
Attn: HLS Regional Coordinator
720 80th Street SW, Building A
Everett, WA 98203-6217

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the County at

the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s).

The County retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the County's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the County in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the County by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the County's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the County, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the County, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the County has the right to immediately suspend or terminate this Agreement in whole or in part.

The County may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the County's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the County. If the County allows the Subrecipient an opportunity to cure, the County shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not

taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated in whole or in part.

The County reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the County to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the County terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the County may require the Subrecipient to deliver to the County any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the County shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the County prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the County for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the County, (iii) other work, services and/or equipment or supplies which are accepted by the County, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the County shall determine the extent of the liability of the County. The County shall have no other obligation to the Subrecipient for termination. The County may withhold from any amounts due the Subrecipient such sum as the County determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the Agreement had been completed, would have been required to be furnished to the County;

- f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the County has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Snohomish County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the County in writing. The County's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**FFY17 HSGP Award Documents
EMW-2017-SS-00101-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2017-SS-00101

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Homeland Security Grant Program has been approved in the amount of \$13,204,851.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Homeland Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in cursive script that reads "Thomas Dinanno".

THOMAS GEORGE DINANNO GPD Assistant Administrator

Agreement Articles

Fri Sep 01 00:00:00 GMT 2017

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2017-SS-00101-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article III	DHS Specific Acknowledgements and Assurances
Article IV	Acknowledgment of Federal Funding from DHS
Article V	Acceptance of Post Award Changes
Article VI	Disposition of Equipment Acquired Under the Federal Award
Article VII	Prior Approval for Modification of Approved Budget
Article VIII	Procurement of Recovered Materials
Article IX	Whistleblower Protection Act
Article X	Use of DHS Seal, Logo and Flags
Article XI	USA Patriot Act of 2001
Article XII	Universal Identifier and System of Award Management (SAM)
Article XIII	Reporting of Matters Related to Recipient Integrity and Performance

Article XIV	Rehabilitation Act of 1973
Article XV	Trafficking Victims Protection Act of 2000
Article XVI	Terrorist Financing
Article XVII	SAFECOM
Article XVIII	Reporting Subawards and Executive Compensation
Article XIX	Debarment and Suspension
Article XX	Copyright
Article XXI	Civil Rights Act of 1964 - Title VI
Article XXII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XXIII	Americans with Disabilities Act of 1990
Article XXIV	Age Discrimination Act of 1975
Article XXV	Activities Conducted Abroad
Article XXVI	Patents and Intellectual Property Rights
Article XXVII	Notice of Funding Opportunity Requirements
Article XXVIII	Non-supplanting Requirement
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	National Environmental Policy Act
Article XXXI	Lobbying Prohibitions
Article XXXII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXXIII	Hotel and Motel Fire Safety Act of 1990
Article XXXIV	Fly America Act of 1974
Article XXXV	Federal Leadership on Reducing Text Messaging while Driving
Article XXXVI	Federal Debt Status

Article XXXVII	False Claims Act and Program Fraud Civil Remedies
Article XXXVIII	Energy Policy and Conservation Act
Article XXXIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XL	Duplication of Benefits
Article XLI	Drug-Free Workplace Regulations
Article XLII	Civil Rights Act of 1968
Article XLIII	Operation Stonegarden Program Hold
Article XLIV	Fusion Center Investment Hold - SHSP
Article XLV	Fusion Center Investment Hold - UASI

Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,476,000, Urban Area Security Initiative (UASI) funding in the amount of \$5,180,000, and Operation Stonegarden (OPSG) funding in the amount of \$1,548,851. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, \$300,000; Colville Tribe, \$65,000; Ferry, \$100,000; Island, \$140,000; Jefferson, \$74,000; Okanogan, \$136,680; Pend Oreille, \$75,000; San Juan, \$130,000; Skagit, \$50,218; Stevens, \$80,000; Swinomish Tribe, \$52,953; Whatcom, \$345,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances - Non-Construction Programs](#), or OMB Standard Form [424D Assurances - Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article III - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article VII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article VIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article IX - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. Section 2409](#), [U.S.C. Section 4712](#), [10 U.S.C. Section 2324](#), [41 U.S.C. Sections 4304](#) and [4310](#).

Article X - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175-175c](#).

Article XII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions.

Article XIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XV - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by [22 U.S.C. section 7104](#). The award term is located at [2 C.F.R. section 175.15](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XVI - Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XVII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XVIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XIX - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XX - Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 ([42 U.S.C. section 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. sections 12101-12213](#)).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. section 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - National Environmental Policy Act

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

All recipients must comply with [31 U.S.C. section 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, [15 U.S.C. section 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, [15 U.S.C. section 2225](#).

Article XXXIV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. section 3729](#) - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. section 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XL - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLI - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLII - Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. section 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. section 100.201](#).)

Article XLIII - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article XLIV - Fusion Center Investment Hold - SHSP

A program hold is placed on SHSP Investment #1 and the recipient is prohibited from obligating, expending, or drawing down SHSP funds in the amount of \$628,515 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

Article XLV - Fusion Center Investment Hold - UASI

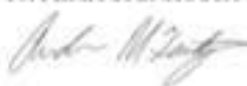
A program hold is placed on UASI Investment #1 and the recipient is prohibited from obligating, expending, or drawing down UASI funds in the amount of \$929,587 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

BUDGET COST CATEGORIES

Personnel

\$0.00

Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$13,056,331.00
Construction	\$0.00
Indirect Charges	\$148,520.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2017-SS-00101-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510983N, W510984N, W510986N
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122		7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Charma Anderson		PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 09/01/2017	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2017 To: 08/31/2020 Budget Period 09/01/2017 08/31/2020		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2017-FA-B111-P410- -4101-D	\$0.00	\$6,476,000.00	\$6,476,000.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-B125-P410- -4101-D	\$0.00	\$1,548,851.00	\$1,548,851.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-B211-P410- -4101-D	\$0.00	\$5,180,000.00	\$5,180,000.00	See Totals
TOTALS			\$0.00	\$13,204,851.00	\$13,204,851.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Gail Crum,					DATE Tue Oct 03 19:35:09 GMT 2017	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  ANDREW HAROLD MCLARTY, Assistance Officer					DATE Thu Aug 31 18:11:41 GMT 2017	

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

OLD BUSINESS

CALL ON COMMISSIONERS

EXECUTIVE SESSION

JOINT MEETING BUSINESS

Lake Stevens Fire
 1825 South Lake Stevens Road
 Lake Stevens, WA 98258
 (425) 334-3034
 www.LSfire.org



Snohomish County Fire District 7
 163 Village Court
 Monroe, WA 98272
 (360) 794-7666
 www.Snofire7.org

New District Cultural Integration Team

Mission

Serve people, save lives, protect property, and safeguard the environment.

Vision

The New District will have the highest functioning internal culture where we support and care for each other like no other team. The result is the best fire, rescue, EMS organization in the world. We are people first. We are one team working together. We have a laser focus on our Mission.

Goal

Support our people so we can most effectively accomplish our mission. Create a successful internal culture for the new merged organization.

Objectives

- Review and update the Mission, Vision, and Goals and Objectives of the CIT
- Create guiding values for the CIT
- Analyze the findings of the Sikora reports
- Review the findings of the February, 2019 Executive Staff Retreat
- Identify and evaluate the cultural impacts of the merger
- Create a document that describes the desired attributes of the internal culture of the new organization
- Prioritize areas of focus and develop a “blending/integration” strategy for our people
- Develop systems, processes, and solutions to support positive cultural traits and mitigate negative cultural impacts
- Document, prioritize and communicate the problems and solutions to the Fire Chief
- Assist the organization with implementing solutions
- Be a champion of a positive culture. Communicate the activities, findings, and solutions with all members of the organization.
- Recommend a new name and logo for the new organization based on input from the entire organization
- Create a meeting schedule
- Other items as developed by the CIT

New District Cultural Integration Team

The Team

The CIT is comprised of an equal sum of team members from D7 and LSF representing all levels and disciplines in the organization.

All members of the CIT shall be considered equal rank while engaged in CIT meetings and activities.

The CIT will be selected by Chief Meek and Chief O'Brien. An email will be sent to all members of the organizations seeking CIT members. Interested team members shall send an email to Leah Schoof; Ischoof@lsfire.org with a message detailing why they would like to serve on the CIT.

Interested members should be prepared to actively engage in discussions surrounding both Dr. Sikora reports, and the findings from the February 2019 Executive Staff Retreat.

The CIT will meet with the Chiefs to orient and discuss the mission, vision, goals, and objectives of the team.

A retreat will be scheduled for the CIT and Dr. Sikora to initiate CIT functions

The CIT is a subcommittee of our Strategic Planning Team.

The CIT will elect a Chair, Vice Chair, and Recording Secretary to lead the team.

Team Members

D7	LSF
Union Rep	Union Rep
Union Rep	Union Rep
Firefighter	Firefighter
Firefighter	Firefighter
Paramedic	Paramedic
Paramedic	Paramedic
Captain/Lieutenant	Captain/Lieutenant
Captain/Lieutenant	Captain/Lieutenant
Battalion Chief	Battalion Chief
Admin	Admin
Admin	Admin
Mechanic/Maintenance	Mechanic/Maintenance
Part Time Firefighter	Part Time Firefighter

The CIT membership may be changed to meet the needs of the organization.

New District Cultural Integration Team

Timeline

April 2, 2019	Email announcement to all members of the organizations seeking CIT participation. Members are encouraged to send Leah Schoof an email requesting CIT membership and why they would like to serve on the CIT.
April 16, 2019	Deadline for CIT application
April 17, 2019	CIT selection and notification
May 1, 2019	CIT orientation meeting with Chiefs
May 7-9, 2019	CIT Retreat at off site location with Dr. Sikora. Location is planned for Courtyard, Marriott in Everett.
Monthly	CIT meetings. Dates and times TBD by the CIT

All CIT members should be able to attend the CIT orientation meeting, the Retreat, and other CIT meetings and events.

CIT Meeting Rules of Engagement

Objective: Team participation in a productive, functional, and enjoyable meeting that yields results.

- Collaborate and enjoy the team – Support each other
- All members of the CIT shall be considered equal rank while engaged in CIT meetings
- Tough on problems - Easy on people
- Ideas not individuals are challenged – Everyone has a voice
- Seek first to understand, then to be understood
- Active & respectful listening and speaking
- Suspend judgement and assume goodwill
- Share the time
- Stick to the agenda
- All problems may not be solved in one meeting – Move new items to Action for future agenda items
- We will start and end on time
- Please submit agenda items and time needed to the Chair at least 24 hours prior to the meeting. If it is not on the agenda, it will be scheduled for a future meeting
- Respect the chair's direction of the meeting
- Make the team meetings a high priority
- Commit to full participation and engagement – Limit personal technology use
- Respectful disagreement in the meeting is encouraged – We will support the final decisions made in the meeting and in public
- Embrace organizational buy-in
- Assign action items and be accountable in accomplishing them
- The speaker has the floor – Please listen – Avoid side conversations
- Confidential discussion must remain confidential
- The chair will summarize key points and action items at the end of the meeting
- The Rules of Engagement are always open to revision.

Sikora Associates, LLC

Lake Stevens Fire/Snohomish District 8

Scope of Work: 2019 Merger Support

Lake Stevens Fire (District 8) and Snohomish County Fire District 7 continue to move toward a merger that will blend two extremely strong districts into “the best fire, rescue, EMS organization in the world.” Leaders recognize that people and culture are the foundation for sustainable success; they also recognize that blending of two organizations and cultures is no simple task. To support the creation of the best district possible, a Culture Integration Team (CIT) is being formed to deliberately guide the new district into a healthy, vibrant “We.”

This Scope of Work includes efforts to directly support that Team as well as provide more general support to both organizations as they move forward. The following are offered for consideration:

1. CIT Formation/Kickoff Support

Provide pre-Team formation counsel to leaders regarding selection and Team design.

Lead a three-day kick-off retreat for CIT members. This retreat will include an overview of Culture concepts (pivotal for this Team in particular), a review of Culture findings from the 2018 Organizational Assessments for both Districts, discussion of desired Cultural attributes for the new merged entity, and initial identification of priorities for cultural integration. The retreat will also include team formation activities such as definition of CIT Vision, operating principles (“Rules of Engagement”), logistical issues, and general team-building activities. The retreat is currently scheduled for early May, 2019.

Estimated cost (includes pre-Retreat preparation/consultation and onsite time): \$4,500

(plus \$1000 estimated travel costs)

2. Ongoing CIT/Leadership Support June through August 2019

As the CIT and Leaders continue to build momentum toward the August election, Dr. Sikora will assist via telephone consultations each month. This time will be used to support CIT leaders in initial months of team meetings, remote participation in meetings if requested, or telephone consultation with District leaders as they observe CIT activities and want to identify best ways to support the Team or the organization(s) as a whole. Time exceeding 10 hours each month will be billed at \$100/hr.

Estimated cost (assumes 3 months of support): \$3,000

(effectively a “retainer” relationship for ad hoc interactions at \$1,000 per month)

3. September Check-In Onsite

Based on the needs of the organization, Dr. Sikora will design and lead/co-lead onsite leadership and/or CIT meetings to refine focus around culture initiatives or support problem-solving around emerging cultural issues. These meetings could be in the form of a 2-3 day retreat for a single group or could be held at District locations to support multiple groups. For purposes of this estimate, we assume the meetings would revolve around a central need or issue requiring focused preparation and support (versus multiple independent meetings covering a wide range of tactical or strategic issues). The specific requirements of these work can be refined post-August. This estimate serves as a baseline for discussion purposes.

Cost (assumes 3 days of onsite time): \$4,500

Sikora Associates, LLC

Lake Stevens Fire/Snohomish District 8
Scope of Work: 2019 Merger Support

4. October Culture Check-In

It is likely the CIT and/or leaders will want to obtain information regarding current merger attitudes/concerns as well as feedback regarding proposed culture initiatives. Rather than conduct a “deep-dive” qualitative assessment as has been done in previous years, we recommend an online survey of the entire organization as a more efficient mechanism for input to immediate decision-making; i.e., quantitative information can be available to provide direction for “first steps” as the organization formally comes together in January 2020. The online survey can also include open-ended questions so personnel have the opportunity to voice concerns or share ideas not included in the rating questions. A “deep dive” culture assessment could then be scheduled for Spring or Summer 2020 if desired.

Cost (includes design, survey administration, analysis, report to CIT/Leadership): \$6,000

Agreement

This agreement specifically asks for approval for items 1 and 2, for a **total not to exceed \$7,500.**

We understand the needs of the organization may change as events transpire over the summer and into 2020. Items 3 and 4 are provided to outline likely scenarios as the organization moves along its current path – a “heads up,” if you will, regarding possible time/budget requirements for late 2019. We will revisit items 3 and 4 (or new needs) after the August Lake Stevens vote.

Any changes to the above design for items #1 and #2 will require a re-estimate of costs. Services will be billed as follows:

1. \$2,250 (one half of CIT Kick-off costs) will be billed upon receipt of signed Agreement from Lake Stevens Fire
2. \$2,250 (remaining CIT Kick-off costs) will be billed after the CIT Retreat in early May.
3. \$1,000 will be billed on May 30, 2019, June 27, 2019, and July 25, 2019 to cover June, July, and August ad hoc consult support.
4. Travel costs will be billed as incurred.

I am truly honored to have the opportunity to work with Lake Stevens and District 7 as they work to combine and co-create, truly, the world’s best fire, rescue, and EMS organization.

The signatures below signify agreement to specific components of this Scope of Work.

Patricia B. Sikora, Ph.D.
Sikora Associates, LLC

Chief Kevin O’Brien
Lake Stevens Fire

Date

Date

Snohomish County Regional Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies”, and shall be deemed adopted upon date of signing by the respective Agencies.

1 RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, The participating Agencies provide or operate similar Emergency Public Safety Services through the utilization of first responders and emergency equipment within their jurisdictions, and

WHEREAS, The Agencies are currently empowered by law to provide or operate similar emergency services training and education programs to their own personnel, and

WHEREAS, The Agencies ability to provide Emergency Public Safety Services, as well as the requisite training and education programs for its personnel, is directly affected by and through the limited public funds available for such services, and

WHEREAS, The Agencies have determined that through collaborative efforts and combining resources, greater efficiencies and effectiveness’ can be enjoyed equally amongst all parties, proportionate to their participation level, and

WHEREAS, The Agencies have determined that Emergency Public Safety Services as provided by each agency shall be improved through greater interoperability as a result of a collaborative training and education program promoting consistent operational practices,

NOW, THEREFORE, in consideration of the covenants, conditions, performances, promises, and benefits contained herein, it is agreed between the Agencies as follows:

- 2 PURPOSE AND SCOPE.** The purpose and scope of this Agreement is to establish a Training Consortium “Consortium” to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively “Resources”, as determined through an adopted funding formula, at a level determined by and for each Agency. Nothing in this agreement shall be interpreted as a conveyance of the authorities or responsibilities prescribed to each Agency through statute, regulation, or agreement. Each agency shall retain full authority and responsibility for, and jurisdiction over, all services it provides, is required to provide, or provides for, within its jurisdiction.

3 GOVERNING STRUCTURE OF TRAINING CONSORTIUM

3.1. Administrative Board. Administration of this Agreement shall be accomplished by an Administrative Board that shall be composed of one representative from each Agency, “Agency Representative”, to be held by the respective Chief Executive Officer or such other individual as appointed by the legislative body of that Agency.

- (a) The Administrative Board shall be responsible for:
- i. Managing and conducting the business affairs of the Consortium, to make and execute all necessary contracts, to employ any necessary services, and

- to adopt reasonable rules to govern the Consortium and to perform its functions, and generally to perform all such acts as may be necessary to carry out the objects of the creation of the Consortium.
- ii. Overseeing administration of the fiscal arrangements as set forth in this Agreement.
 - iii. Directing, guiding and overseeing the actions of the Operations Board.
 - iv. Communicating with the legislative bodies of the Agencies.
- (b) The Administrative Board shall elect a Chair from of its members, who shall serve a two (2) year term. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings.
- (c) The Administrative Board shall meet a minimum of four (4) times per year. Agency Representatives shall be duly notified of scheduled Administrative Board meetings when they have been notified of the meeting date, time, and location no less than 30 days prior, in the method and manner as prescribed in this agreement for official notifications or in person at a previous Administrative Board meeting. (Note: this does not preclude the use of additional methods of notification.)
- (d) Each Agency, through its' Administrative Board representative, shall have an equal vote on matters that come before the Administrative Board, except where a weighted vote is required. Decisions encumbered upon the Administrative Board shall be arrived utilizing the following procedures:
- i. Decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives, regardless of proxy voting options utilized. A quorum shall be defined as attendance of 50% plus one (1) of the Agency representatives to the Administrative Board.
 - ii. All decisions not specifically requiring a Full Administrative Board vote or a Super Majority vote, as and where called for in this agreement, shall be rendered by a simple majority vote of the Administrative Board members in attendance.
 - iii. Proxy voting may be allowed should the Administrative Board so elect, however, the Administrative Board shall adopt and distribute to each Agency proxy voting rules at least 30 days prior to the allowance of such voting.
 - iv. Decisions requiring a Full Administrative Board vote shall require a simple majority affirmative vote of all Administrative Board Member Agency representatives.
 - v. Decisions requiring a Super Majority shall require a 60% affirmative weighted vote.
 - a. A Weighted Vote shall be based upon each Agency's Resource Allocation formula, as calculated in Appendix A Funding Formula. Associate Agencies Operational FTE counts are not used for Weighted Voting calculations.

- b. Weighted Vote Percentage calculations shall be presented at the first Administrative Board meeting of each year.
 - c. In the event a single agency attains over 40% but not more than 51% of the Weighted Vote Percentage, the Administrative Board may, by simple majority of the Full Administrative Board, reduce the weighted Super Majority vote requirement to the remaining sum balance of Agencies percentage Weighted Vote.
 - d. In the event a single agency attains over 51% of the Weighted Vote Percentage, the Administrative Board shall, at the time of annual budget adoption; affirm the continuation of the Training Consortium or, turn over all control of the Training Consortium to the Agency with over 50% of the Weighted Vote Percentage or, dissolve the Training Consortium.
 - vi. At the discretion of the Chair, decisions subject a simple majority vote of a quorum of Administrative Board members that result in a tie may be declared subject to a Full Administrative Board Vote.
 - vii. At the discretion of the Chair, decisions subject to a Full Administrative Board Vote that result in a tie may be declared subject to a Super Majority Vote.
 - viii. Any decision made by the Administrative Board may be overturned through the use of a Super Majority vote. The request to overturn a decision utilizing a Super Majority vote must be made during the meeting in which the decision was voted upon. The request to overturn must receive a supporting 'second' in order to proceed.
 - (e) Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.
- 3.2. **Operations Advisory Committee "OAC"**. The OAC shall be composed of the Training Consortium's Training Chief and one Operations Chief from each Agency. The OAC shall be responsible for:
- (a) Recommending a candidate or candidates to the Administrative Board for appointment as the Training Chief.
 - (b) Consulting and communicating with the Training Chief on matters involving agency operations.
 - (c) Establishing consistency in operational procedures between the Agencies.
 - (d) Determining that all training curriculum employed by the Consortium is consistent with Agency operations.
 - (e) Approval of all curriculum employed by the Consortium.
 - (f) Approval of the Assistant Training Chief appointment.

3.3. **Training Consortium Chief “Training Chief”.** The Training Chief shall be; a Training Chief of one of the Agencies, assigned by the employing agency to the Consortium on a fulltime basis and, appointed by the Administrative Board.

- (a) The Training Chief term of appointment shall be for two (2) year intervals. In the event the Training Chief position is vacated prior to the completion of the assigned term, a replacement shall be appointed to fill the position for the balance of the vacated term.
- (b) The Training Chief shall be responsible for:
 - i. Recommending annual goals and objectives to the Administrative Board.
 - ii. Developing common operating guidelines for all Agencies.
 - iii. Developing common training programs, processes, and instructional materials for all Agencies.
 - iv. Developing common training calendars for all Agencies.
 - v. Performing such other tasks as directed by the Administrative Board.
 - vi. Developing an annual Budget for the Training Consortium.
 - vii. Managing the Training Consortium on a day-to-day basis.
 - viii. Recommending to the OAC an Assistant Training Chief from within the ranks of assigned Training Officers.
 - ix. Recommending acceptance or denial to the Administrative Board of Agency Training Officer assignments to the Training Consortium.

3.4. **Assistant Training Consortium Chief “Assistant Training Chief”.** The Assistant Training Chief shall be; a Training Chief of one of the Agencies, assigned by the employing agency to the Consortium on no less than a halftime basis and, approved by the OAC.

- (a) The Assistant Training Chief position is to provide for both succession planning and continuity of operations in the absence of the Training Chief. It is contemplated, but not encumbered upon the Administrative Board, that the Assistant Training Chief position is; to succeed the Training Chief at the completion of the Training Chiefs’ term or, to fill a vacated term.
- (b) The Assistant Training Chief shall be assigned tasks and roles in congruence with all other assigned Training Officers, and shall hold no rank or authority over other Training Officers unless and except when fulfilling the duties of the Training Chief, or as assigned by the Training Chief.

3.5. **Organizational Assignments.** The Agencies understand and agree that the Administrative Board has the authority to determine, establish, and modify the command structure and organizational responsibilities of any and all personnel assigned to the Training Consortium for the duration of the employees assignment, irrespective of their current rank or position within their own agency.

4. **RESOURCE ALLOCATION FULFILLMENT.** The Agencies understand and agree that, as guardians of public funds, parity of resource obligation based upon participation is required, and taking into consideration as such, a funding formula shall be established and adopted by the Administrative Board annually for the operation of the training consortium.

- 4.1. The (agency name), “Lead Agency”, shall be the entity that manages and administers the finances of the Training Consortium as part of the Lead Agency’s annual budget.
- 4.2. On or before August 1st of each year, the Administrative Board shall prepare, adopt, and publish to the Agencies, the following year’s General Budget for the Training Consortium’s operations that identifies:
 - (a) Financial, equipment, property, and personnel resource needs to operate the Training Consortium throughout the budget cycle.
 - (b) Financial equivalencies for; equipment dedication needs, and; personnel assignments based upon rank and commit time to the Training Consortium.
 - (c) Each Agency’s financial responsibilities to fulfill the needs of the Training Consortium throughout the next budget cycle. Agency responsibilities shall be determined through a funding formula as defined in Appendix A of this agreement, or as modified through a Super Majority vote.
- 4.3. On or after November 1 but before December 1, the Lead Agency shall submit invoices to each Agency reflecting that Agency’s monies owed or due to satisfy their calculated financial obligations.
- 4.4. Fulfillment of financial, equipment, and personnel obligations shall be made to the Training Consortium as defined herein;
 - (a) Agency annual financial obligations shall be based upon the Weighted FTE Percentage applied to the total annual funds budgeted, as adopted by the Administrative Board.
 - (b) Agency annual Training Officer commitment shall be based upon the Weighted FTE Percentage applied to the total full time equivalent annual Training Officer commitment required, as recommended by the Training Chief, and as adopted by the Administrative Board.
 - (c) Agency Instructor commitment shall be reflective of and take into consideration the needs of the Training Consortium balanced against the Weighted FTE Percentage. At the discretion of and through adoption by the Administrative Board, an Instructor Balancing formula may be implemented at the time of the Annual Budget adoption. (NOTE: It is anticipated that this formula would establish a standardized hourly cost for Instructors which would be used to determine comparable Instructor obligation balanced against Instructor participation for each Agency, with financial adjustments provided to accommodate remarkable discrepancies.) Nothing herein obligates the Administrative Board to adopt, or if so adopted to continue, an Instructor Balancing formula.
 - (d) Agency equipment commitment shall be reflective of and based upon the Weighted FTE Percentage applied to the total Equipment commitment required, as recommended by the Training Chief, and as adopted by the Administrative Board.
 - (e) Training Consortium budgeted Resources must balance with Agency Obligations provided. Financial obligations may be modified through the use of a balancing formula to accommodate discrepancies in non-financial Agency Obligations, however, all budgeted Resources must be wholly fulfilled.

- 4.5. In the event an Agency provides additional Training Officers or Equipment in order to fulfill burdens created by another Agency or Agencies' inability to satisfy their assigned Training Officer or Equipment obligations, an appropriate cash value payment shall be determined and agreed to prior to commencement of the affected budget year. Such payment shall be made from the burdening Agency to the Training Consortium on or before February 1st of the affected budget year, and the Training Consortium shall reduce respectively the annual financial obligations of the burdened Agency or Agencies for the affected budget year. All such arrangements must be approved by the Administrative Board prior to adoption and implementation.
- 4.6. In the event an Agency provides additional Resources to the Training Consortium above and beyond the adopted budgeted need, such overage shall not be considered or applied to the respective funding formula.
- 4.7. The Administrative Board shall define and approve financial equivalency for equipment dedication.
- 4.8. Funding formulas shall be adopted by the Administrative Board prior to and for each event or activity requiring separate funding not provided for within the General Budget. (example: Recruit Academy, Officer Development Program)
- 4.9. An administrative fee of ___% of Training Chief's FTE assigned costs shall be provided for within the General Budget payable to the Lead Agency to cover the administrative costs in managing the Training Consortiums' fiscal administration duties. The Lead Agency administrative fee may be altered with a Super Majority vote of the Agencies.
- 4.10. In the event the Training Consortium is co-located within an Agency facility or property, an administrative fee of ___% of the total assigned Training Officer's costs shall be provided for within the General Budget payable to said Agency to cover supplies, utilities, office equipment, and other incidentals necessary to maintain administrative operations commonly utilized in an office environment. Said Agency agrees to supply and maintain all such supplies, utilities, office equipment, and other incidentals for the above stated administrative fee. The Facility Agency administration fee may be altered with a Super Majority vote of the Agencies. This fee shall not apply when arrangements between the Training Consortium and an Agency involve a lease, rent, or purchase of a facility from said Agency.
- 4.11. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies is necessary, the Administrative Board shall be responsible for making the recommendation/request to the appropriate Agencies.
- 4.12. All annual financial obligations shall be paid to the Lead Agency on or before February 1st of the year for which it is due.

5. RESOURCE OWNERSHIP. This Agreement allows for the collaborative acquisition, use, and management of Resources.

- 5.1. Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency in accordance with their respective policies. Ownership of equipment and property shall remain with the Agency that purchases or provides the respective Resource. Agency required asset tracking and reporting remains the responsibility of the contributing Agency.

- 5.2. Jointly owned Resources, if any, shall be listed in **EXHIBIT B** to this Agreement “Joint Resources.” The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
- (a) Joint Resources may be purchased through a separate and independent agreement between Agencies. Ownership, identification, asset tracking, maintenance, and cost allocation shall be the responsibility of the owning Agencies.
 - (b) Joint Resources acquired after the execution of this agreement, utilizing Training Consortium funds, shall be documented on **EXHIBIT B**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources, “Ownership Share”.
 - (c) If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
 - (d) In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources. The Administrative Board has sole discretion for determining depreciated value.
 - (e) Jointly owned Equipment may be incorporated or allocated into the funding model based upon the Ownership Shares of the owning Agencies, at the sole discretion of the Administrative Board.

6. PERSONNEL ASSIGNMENT. Each Agency shall cooperate with the Administrative Board and shall allow its assigned employees and volunteers, “Assigned Personnel”, to perform the functions as delegated by the Training Chief exercising authority under this Agreement.

- 6.1. The Training Chief shall have the authority to determine the working location and conditions for Assigned Personnel when assigned to the Training Division.
- 6.2. Through the joint decision making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
- 6.3. Each Agency shall remain as the employer of its own Assigned Personnel and shall be responsible for establishing and paying Assigned Personnel compensation and benefits. The Administrative Board shall make recommendations and shall work with the various Agencies and bargaining units to develop uniformity in wages, benefits and working conditions.
- 6.4. It is understood by the Agencies that the services provided by Assigned Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
- 6.5. The Administrative Board shall establish the chain of command for Assigned Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Assigned Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or

disciplining Assigned Personnel, but such input shall be strictly for informational purposes only, and nonbinding upon any Agency.

- 6.6. The Training Chief shall provide Assigned Personnel that are filling a shared functional position(s) with an explanation of roles, responsibilities, duties and expectations of the shared position(s).
- 6.7. To the extent this Agreement would result in any changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. TRAINING CONSORTIUM CHIEF. The Agency employing the Training Consortium Chief, “TCC Employer”, agrees to employ and staff the Training Consortium Chief position as identified and contemplated by this Agreement, with their Training Chief. In recognition of this understanding the Agencies agree to work cooperatively in accordance with the following provisions to assist TCC Employer in maintaining its Training Chief position.

- (a) The TCC Employer shall be the employer of the Training Chief. Accordingly, they shall be solely responsible for all matters related to the Training Chief’s employment, including but not limited to; human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline.
- (b) The TCC Employer shall be solely responsible for the salary and benefits of its Training Chief and the Training Chief shall be considered “Assigned Personnel” pursuant to Paragraph 6 of this Agreement.

8. INSURANCE. The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the other with a Certificate of Liability Insurance or Evidence of Coverage, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

9. INDEMNIFICATION. Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

- 9.1. Provided however that each Agency, by executing this Agreement, hereby expressly appoints the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.
- 9.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with

the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

9.3. Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. DISPUTE RESOLUTION. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to such dispute.

- 10.1. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 10.3. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement,

and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. TERM OF AGREEMENT. This agreement shall be effective on _____ and shall continue for a term of _____ years unless earlier terminated as provided below.

11.1. The Snohomish County Regional Training Consortium shall be evaluated by the Administrative Board prior to January 15, 2020 and prior to April 15, 2020. If the Administrative Board determines that the Snohomish County Regional Training Consortium is not meeting the needs of the Agencies the Administrative Board may; terminate the Snohomish County Regional Training Consortium on terms reasonably established by the Administrative Board, or; recommend modifications to this Agreement to be approved by the Agencies in lieu of termination.

11.2. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.

12. TERMINATION/WITHDRAWAL. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination a minimum of two (2) years prior. Notices of Termination shall only be accepted during the month of December.

12.1. In the event an Agency terminates its participation under this section but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Joint Resources.

12.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph, any Joint Resources shall be allocated amongst the Agencies in the manner specified in Section 8.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, Regional Fire Protection Authority, contractual agreement, or other Washington State statutory authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. ADDITIONAL AGENCIES. Additional Agencies may join the Snohomish County Regional Training Consortium when approved by a Full Administrative Board vote and upon approval and execution of this Interlocal Agreement.

13.1. The Administrative Board may authorize "Associate Agency" Interlocal Agreements with municipal corporations for one (1) year trial participation in the Snohomish County Regional Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute

financially in accordance with the financial terms in Paragraph 4 but shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision making authority.

14. MISCELLANEOUS.

- 14.1. **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addressee stated in this Agreement or such other address as may be hereafter specified in writing.
- 14.2. **Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 14.3. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.
- 14.4. **Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by a Super Majority vote of the Administrative Board. Any such Amendment to this Agreement shall be executed by each Agency and shall become a part of this Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

15. Execution.

- 15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

Lake Stevens Fire

Everett Fire

Authorized Signature

Authorized Signature

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Agency Attorney

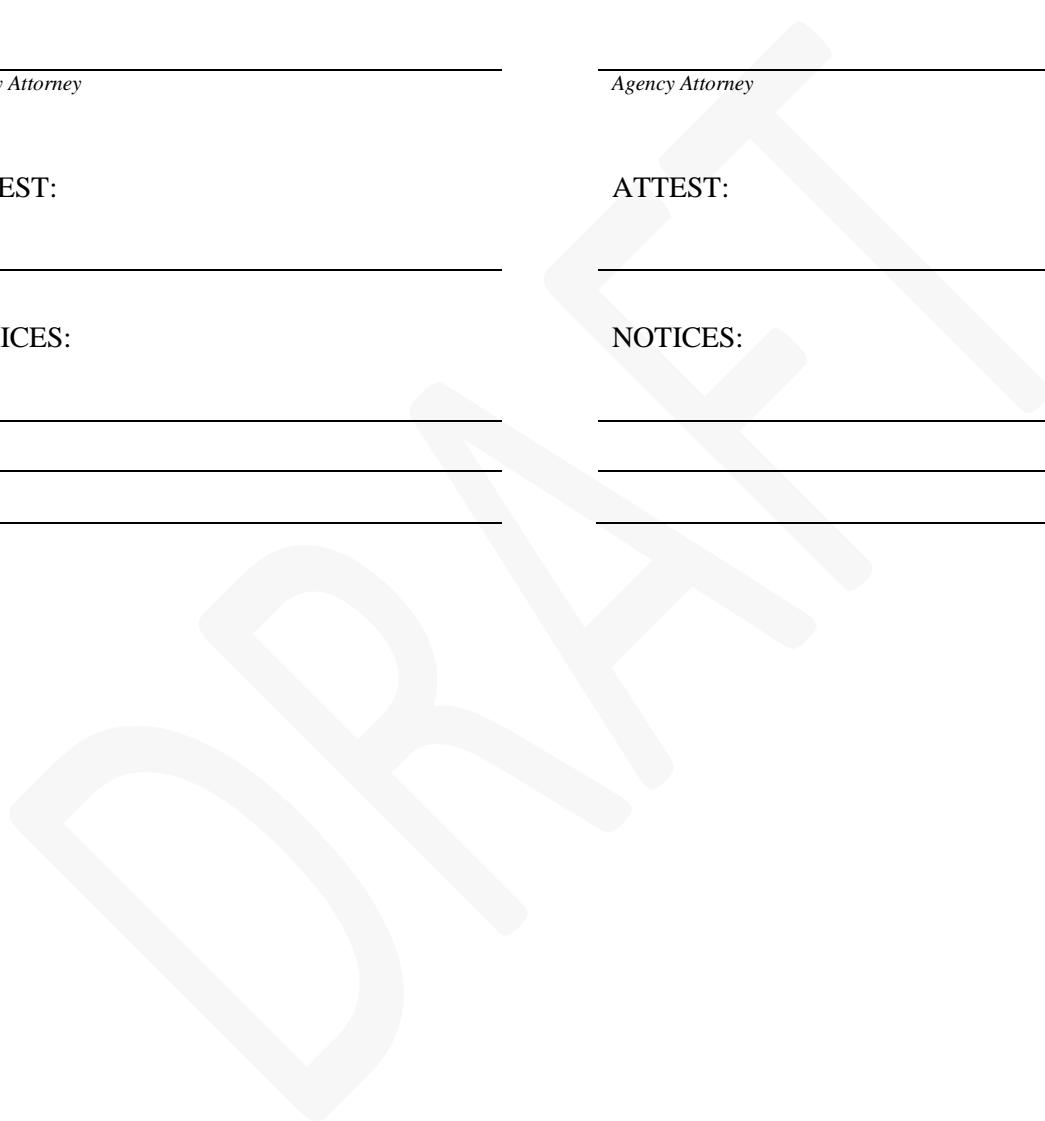
Agency Attorney

ATTEST:

ATTEST:

NOTICES:

NOTICES:



Marysville Fire

South County Fire

Authorized Signature

Authorized Signature

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Agency Attorney

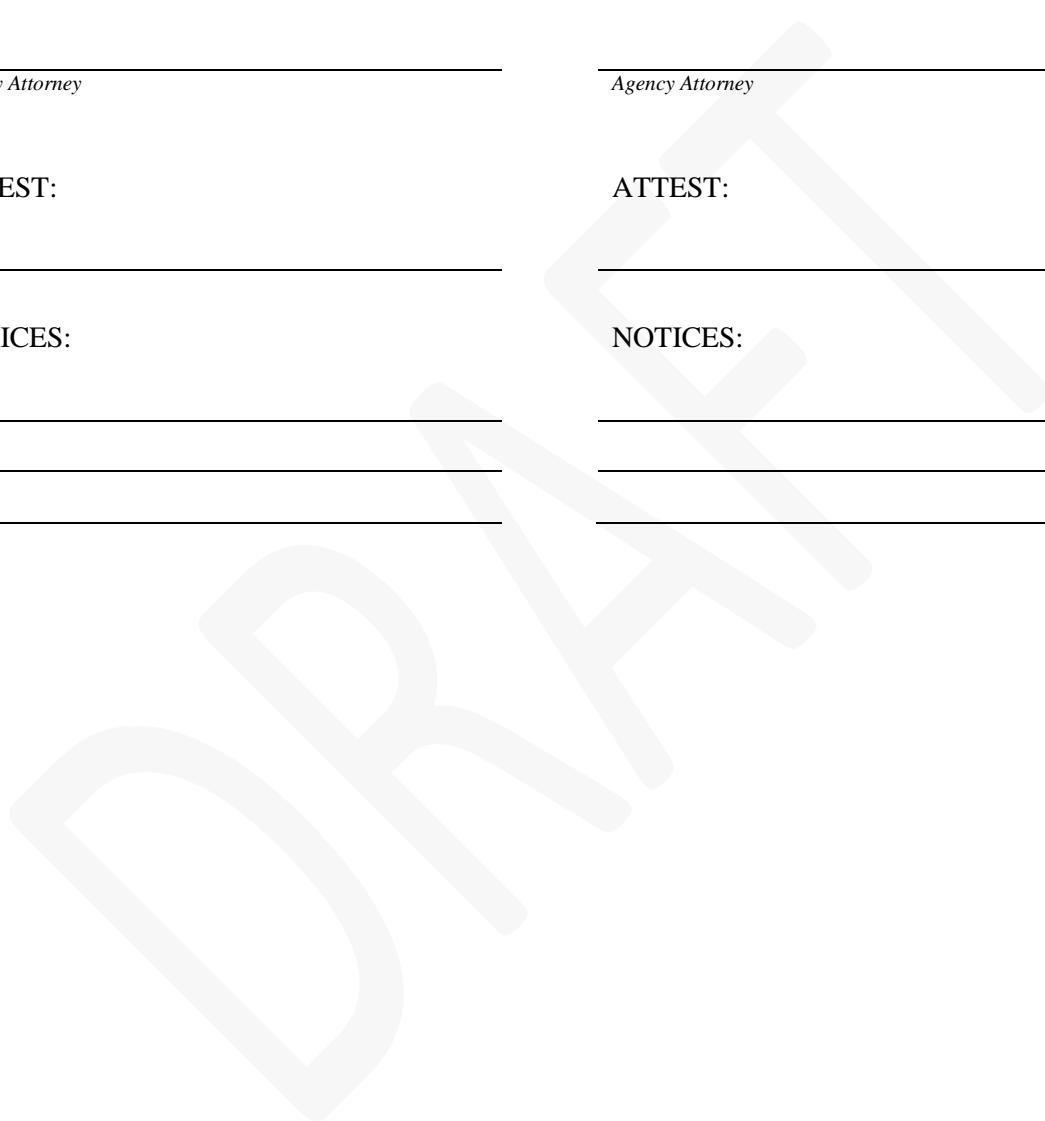
Agency Attorney

ATTEST:

ATTEST:

NOTICES:

NOTICES:



16. EXHIBIT A

Funding and Resource Allocation Formula

The primary determinant of funding and resource allocation requirements shall be based upon the percentage of Agency 'Operational FTEs' (all Operational members up to and including Battalion Chiefs), of the combined total of all Agency FTE's.

Operational FTE counts shall be calculated in accordance with the following:

- Full Time Employees "FT" are calculated as 100% of Operational FTE.
- Part Time Employees "PT" are calculated as 70% of Operational FTE.
- Volunteer Employees "VE" are calculated as 70% of Operational FTE.
- Operational FTE Counts shall be as of August 1st of the year preceding the Budget Year.

The Annual Budget shall identify that portion which must be recompensed solely with monies. These identified funds cannot be reduced or eliminated through personnel or equipment allocations.

Once the financial, personnel, property, and equipment needs are identified and approved, the allocation of each shall be calculated based upon the Resource Allocation Formula.

Resource Allocation Formula:

[Agency Calculated Operational FTE / Total Calculated Operational FTE = Weighted FTE Percentage Allocation (WFP)].

Each Agency shall be responsible for their WFP portion of the Budgeted needs.

Balancing Formula

Required Monies (RM) + Assigned Personnel Adjustments (APA) + Equipment Adjustments (EA) = Funds Due or Owed

Assigned Personnel Adjustments

Training Officer Commit value adjustment for each agency shall be determined by applying the WFP to the total T.O. Required, and subtracting that from the agency's actual T.O. value committed. Actual Value committed is the product between [rank costs] and [rank quantity committed]. = APA

Equipment Adjustments

Equipment Commit value adjustments for each agency shall be determined by applying the WFP to the total Equipment Commit provided, and subtracting from that each Agency's actual Equipment Commit Value. = EA

Example Below

EXAMPLE:

Agency	FTE Equivalencies	WFP
Agency A	35	35%
Agency B	25	25%
Agency C	25	25%
Agency D	15	15%
TOTAL	100	100%

WFP Allocation shall be applied to each of the Budgeted categories.

Required: Monies = \$100,000; Training Officers = 5; Equipment = \$10,000

Agency	Required Monies = \$100,000	Required Personnel = 5	Equipment = \$10,000 Value
Agency A	\$35,000	1.75	\$3,500
Agency B	\$25,000	1.25	\$2,500
Agency C	\$25,000	1.25	\$2,500
Agency D	\$15,000	.75	\$1,500
TOTAL	\$100,000	5	\$10,000

“Balancing Formula” applied must provide the Required Monies; net \$100,000.

T.O.: Value – \$100,000 each, Quantity – 5

Agency	Personnel Supplied	Personnel Share	Supplied Cost	Share Cost	T.O. Adjustment
Agency A	2	1.75	\$200,000	\$175,000	-\$25,000
Agency B	1	1.25	\$100,000	\$125,000	\$25,000
Agency C	1	1.25	\$100,000	\$125,000	\$25,000
Agency D	1	.75	\$100,000	\$75,000	-\$25,000
TOTAL	5	5	\$500,000	\$500,000	0.00

(Simplified Training Officer Adjustment Formula; does not account for rank of each supplied T.O.)

Equipment Value - \$10,000 Required

Agency	Equipment Supplied	Equipment Share	Equipment Adjustment
Agency A	\$2,500	\$3,500	\$1,000
Agency B	0	\$2,500	\$2,500
Agency C	0	\$2,500	\$2,500
Agency D	\$7,500	\$1,500	-\$6,000
TOTAL	\$10,000	\$10,000	0.00

Applied Balancing

Agency	Fiscal Share	T.O. Adjustment	Equipment Adjustment	Adjustment
Agency A	\$35,000	-\$25,000	\$1,000	\$11,000
Agency B	\$25,000	\$25,000	\$2,500	\$52,500
Agency C	\$25,000	\$25,000	\$2,500	\$52,500
Agency D	\$15,000	-\$25,000	-\$6,000	-\$16,000
TOTAL	\$100,000	0.00	0.00	\$100,000

20. EXHIBIT B

Jointly Owned Resources

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