



Snohomish County
FIRE DISTRICT 7
Earning Trust Through Action

SEMIMONTHLY ACTIVITY REPORT

May 9, 2019

3:30 PM

Administration Building / Monroe

**SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

AGENDA



Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

BOARD OF FIRE COMMISSIONERS REGULAR MEETING AGENDA
Snohomish County Fire District 7
Administration Building / Monroe, WA
3:30 PM
Thursday, May 9, 2019

1. **Open the Meeting of May 9, 2019**
2. **Pledge of Allegiance**
3. **General Public Comment**
4. **Union Comment**
 - A. IAFF
 - B. Teamsters
5. **Fire Chief Report**
 - A. As presented
6. **Consent Agenda**
 - A. Approve Vouchers:
 - 1) Vouchers: #19-01134 - #19-01149; (\$413,092.96) – Benefit Checks
 - 2) Vouchers: #19-01150; (\$3,152.13) – DRS DC Benefit Check
 - 3) Vouchers: #19-01151; (\$117,063.02)
 - 4) Vouchers: #19-01153 - #19-01291; (\$506,518.18)
 - B. Review Vouchers:
 - 1) Vouchers: #19-01135; #19-01136 – Benefit Checks to be paid at a later date
 - 2) Vouchers: #19-01152; (\$3,684.59) – Replaced voided voucher #19-00987
 - 3) Vouchers: #19-01292; (\$48,268.49) – Replaced voided voucher #19-01142
 - C. Approve Payroll:
 - 1) Payroll: May 15, 2019; (\$791,342.76)
 - D. Approval of Minutes
 - 1) Approve Joint Board Meeting Minutes – April 25, 2019
 - D. Secretary's Report on Correspondence
7. **Discussion Item**
 - A. Fireworks Ban letter to County Council – Follow-Up
 - B. Fire District 5 ALS Agreement – Follow-Up
 - C. Termination of ILA with Mill Creek for Fire Mitigation
 - D. Snohomish County Paramedic Training

8. Action Item

- A. Resolution to lift the Fire Levy
- B. Approve AIA Agreement with Rice, Fergus, Miller to repair Admin Building Roof
- C. Approve AIA Agreement with Rice, Fergus, Miller to repair Station 31 asphalt.

9. Commissioner Committee Reports:

- A. Joint Fire Board with Mill Creek (Fay / Woolery / Waugh)
 - 1) TBD / Station 71
- B. Finance Committee (Waugh / Wells / Snyder)
 - 1) Monday, May 13, 2019 - 10:00 / Admin Bldg.
- C. Policy Committee (Wells / Woolery / Schaub)
 - 1) TBD / Admin Bldg.
- D. Safety Committee (Fay / Schaub)
 - 1) Monday, June 24, 2019 – 18:00 / Station 71
- E. Risk Management (Schaub)
 - 1) August 27, 2019 – 19:00 / Snohomish Co. FD 22
 - 2) November 5, 2019 – 19:00 / Snohomish Co. FD 22
- F. Labor / Management (Waugh / Wells / Fay)
 - 1) TBD
- G. Shop Committee – (Snyder / Woolery / Fay)
 - 1) Wednesday, May 1, 2019 – 13:00 / Admin Bldg.
- H. Strategic Plan Committee – (Fay / Schaub / Wells)
- I. Capital Facilities Committee - (Schaub / Snyder / Woolery)
 - 1) Station 33
 - 2) Station 72
 - 3) Station 32
 - 4) Station 76

10. Other Meetings Attended:

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

11. Old Business:**12. Call on Commissioners:****13. Attendance Check:**

- A. Tuesday, May 25, 2019 – 17:00 / Station 31 Training Room

14. Executive Session:

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 May 9, 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. The petition for Lake Stevens Fire to merge into District 7 has been filed with the BRB. 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 finalize these issues moving forward.
3. The Mill Creek City Council unanimously approved an employment contract with Michael Ciaravino at its April 23, 2019, meeting effective May 6th. The anticipated duration of his contract is three years, and the agreement will continue year-to-year unless otherwise terminated.
4. Station 76 crews, B71 and Chief Meek attended the Ribbon Cutting Ceremony for the new Safeway in Mill Creek on May 1st. This event was well attended by the citizens of Mill Creek.
5. Units from Lakes Stevens Fire and District 7 (Medic 82A and E31A) covered for Snohomish units and staffed Station 43 during their memorial service for one of their employees on Sunday, May 5, 2019.
6. Executive Chiefs from Lake Stevens Fire and District 7 will be attending the Washington Fire Chief's Conference in Kennewick during the week of May 20th.
7. Follow up on Commissioner letter to County Council on Fireworks:
 The letter from the Commissioners supporting a ban on fireworks was sent to each of the Council members on December 18th 2018 (copy attached to this report). Once such a request is received by the Council it is up to one of them or another department within the county to propose an ordinance change. The issue of fireworks ban was on their discussion from Sept. 2018 – February 2019. There was no proposal by any council member and no action was taken so the issue was dropped on February 1, 2019. To re-impose this issue, one of the County Departments or Council Members must propose the issue to move it forward. I am reaching out to the council members to see if anyone of them will champion the issue. Specifically, Sam Lowe and Terry Ryan represent all of D7 and Lake Stevens.
8. The Open House was held for Station 33 on May 6. It was well attended by the public and other agencies / public officials. Thank you to Heather, Melissa and Summer for all their help on this event.
9. Below is an email received from Steve Tonkin, Firefighter/EMT, Snohomish County Fire District 5:

Chief Meek and Chief Schaeffer,

I wanted to take a moment and share with you my recent experience while attending the IFSTA Fire and Life Safety Educator – 1 course in Monroe, Washington that was instructed by Heather Chadwick and Jamie McIntyre. As a student, and as an instructor myself, with 23 years in the military and 11 years in the fire service I have observed more than my share of instructors. Heather and Jamie provided superior instruction while exhibiting their subject matter expertise. Their enthusiasm, knowledge, and professionalism created a remarkable learning environment and a pleasurable experience. The quality of learning that was implemented by Heather and Jamie far exceeds the standards that most instructors attempt to achieve. It is my opinion that they both represented your departments with the highest of standards.

Thank you to Heather for "Earning Trust Through Action".

CONSENT AGENDA

Snohomish County Fire District #7 Claims Voucher Fund Summary

04/30/2019

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
Fund: General Fund #001			
19-01134	AFLAC		303.56
19-01137	DEPARTMENT OF RETIREMENT SYSTEMS		256,643.77
19-01138	DIMARTINO & ASSOCIATES		18,092.41
19-01139	Fire 7 Foundation		240.50
19-01140	FIREPAC		635.74
19-01141	GENERAL TEAMSTERS UNION LOCAL 38		910.00
19-01142	HRA VEBA TRUST		48,388.49
19-01143	IAFF LOCAL 2781		18,059.96
19-01144	LOCAL IAFF 2781 PAC		440.50
19-01145	TD AMERITRADE INSTITUTIONAL		388.50
19-01146	TD AMERITRADE TRUST CO		12,335.91
19-01147	VOYA INSTITUTIONAL TRUST CO		46,723.12
19-01148	WSCFF FASTPAC		255.50
19-01149	WSCFF-EMP BENEFIT TRUST		9,675.00
Fund: General Fund #001 Total			413,092.96

413,092.96

Page Total	413,396.52
Cumulative Total	413,396.52

Snohomish County Fire District #7 Claims Voucher Summary

04/30/2019

Page 1 of 1

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
19-01150	DEPARTMENT OF RETIREMENT SYSTEMS		3,152.13

Page Total 3,152.13

Cumulative Total 3,152.13

Snohomish County Fire District #7

Claims Voucher Summary

05/02/2019

Page 1 of 1

Fund: Apparatus Fund #301

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
19-01151	PNC EQUIPMENT FINANCE		117,063.02

Page Total 117,063.02

Cumulative Total 117,063.02

Snohomish County Fire District #7

05/07/2019

Claims Voucher Summary

Page 1 of 5

Fund: Construction #300

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
19-01153	ACTION COMMUNICATIONS INC		196.74
19-01154	ALDERWOOD AUTO GLASS		333.85
19-01155	ALL BATTERY SALES AND SERVICE		68.39
19-01156	ALLSTREAM BUSINESS US, INC		125.13
19-01157	ALLSTREAM BUSINESS US, INC		318.92
19-01158	ALLSTREAM BUSINESS US, INC		111.19
19-01159	ARAMARK UNIFORM SERVICES		71.89
19-01160	BABCOCK PAINTING		8,938.20
19-01161	BADGLEY'S LANDSCAPE		8,734.87
19-01162	BILL GUNTERMAN		103.00
19-01163	BOUND TREE MEDICAL, LLC		1,144.84
19-01164	BRAD TALLEY		3,000.00
19-01165	BRIAN KENDALL		50.50
19-01166	BROTHERS IN BATTLE, LLC		232.65
19-01167	BRYAN HUNT		200.00
19-01168	CAROL LYNN BEAM		3,486.10
19-01169	CASCADE RESCUE COMPANY		2,499.91
19-01170	CENTRAL WELDING SUPPLY		546.73
19-01171	CHAD SQUIRE		7.25
19-01172	CHMELIK, SITKIN & DAVIS PS		1,155.00
19-01173	CITI CARDS		2,242.34
19-01174	CITY OF MONROE		1,565.40
19-01175	CLEARFLY COMMUNICATIONS		738.22
19-01176	CLEARVIEW HARDWARE		7.75
19-01177	COGDILL, NICHOLS, REIN		25,383.50
19-01178	COLUMBIA SOUTHERN UNIVERSITY		607.50
19-01179	COMDATA NETWORK, INC		2,474.59
19-01180	COURIERWEST, LLC		2,062.50
19-01181	CRESSY DOOR COMPANY, INC		1,480.71
19-01182	CREWSENSE LLC		827.42
19-01183	CROWN FIRE PROTECTION		10,884.70
19-01184	DEPARTMENT GRAPHICS		153.58
19-01185	DRUG FREE BUSINESS		49.00

Page Total 79,802.37

Cumulative Total 79,802.37

Snohomish County Fire District #7

05/07/2019

Claims Voucher Summary

Page 2 of 5

Fund: Construction #300

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
19-01186	DUCKY'S OFFICE FURNITURE		1,252.86
19-01187	EMS TECHNOLOGY SOLUTIONS, LLC		1,126.00
19-01188	ERIC ANDREWS		125.00
19-01189	FASTENAL COMPANY		5.98
19-01190	FIFO NETWORKS		2,000.00
19-01191	FREIGHTLINER NORTHWEST		16.92
19-01192	FRONTIER		213.72
19-01193	GALLS, LLC - DBA BLUMENTHAL UNIFORM		1,706.97
19-01194	General Fire Apparatus		412.49
19-01195	GRAINGER		396.81
19-01196	HEATHER CHADWICK		239.45
19-01197	HUGHES FIRE EQUIPMENT		840.17
19-01198	ISOUTSOURCE		6,019.32
19-01199	KEITH B WACHALEC		1,049.28
19-01200	KEVIN SULLIVAN		12.35
19-01201	KING COUNTY FIRE TRAINING OFFICERS ASSN		625.00
19-01202	KONECTA GPS LLC		2,230.00
19-01203	LIFE ASSIST INC		10,610.70
19-01204	LIFETEK CARLSON, EMTA		364.56
19-01205	LOCUTION		10,671.02
19-01206	MACLLVENNIE ASSOCIATES, INC		86,408.47
19-01207	MOBILE HEALTH RESOURCES		544.00
19-01208	MONROE PARTS HOUSE		5,098.97
19-01209	MOTOR TRUCKS INC		16.47
19-01210	MUNICIPAL EMERGENCY SERVICES, INC.		42,371.24
19-01211	NOAH YOUNG		207.20
19-01212	NORTH COAST ELECTRIC COMPANY		102.04
19-01213	NORTHWEST FIRE TRAINING GROUP		980.00
19-01214	NORTHWEST SAFETY CLEAN		237.59
19-01215	NORWEST BUSINESS SERVICES, INC		750.00
19-01216	NOZZLE FORWARD LLC		500.00
19-01217	OFFICE DEPOT		257.32
19-01218	ORION MEDICAL SUPPLY INC		963.23

Page Total

178,355.13

Cumulative Total

258,157.50

Snohomish County Fire District #7 Claims Voucher Summary

05/07/2019

Page 3 of 5

Fund: Construction #300

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
19-01219	PETROCARD SYSTEMS, INC.		607.97
19-01220	PHYSIO-CONTROL INC.		22,230.40
19-01221	PRIDE ELECTRIC, INC		418.26
19-01222	PUGET SOUND ENERGY		135.43
19-01223	PUGET SOUND ENERGY		209.46
19-01224	PUGET SOUND ENERGY		174.34
19-01225	PUGET SOUND ENERGY		323.12
19-01226	REPUBLIC SERVICES #197		168.26
19-01227	REPUBLIC SERVICES #197		286.08
19-01228	REPUBLIC SERVICES #197		180.51
19-01229	REPUBLIC SERVICES #197		99.20
19-01230	REPUBLIC SERVICES #197		286.06
19-01231	REPUBLIC SERVICES #197		57.87
19-01232	REPUBLIC SERVICES #197		168.25
19-01233	REPUBLIC SERVICES #197		180.49
19-01234	REPUBLIC SERVICES #197		57.87
19-01235	REPUBLIC SERVICES #197		99.20
19-01236	RESCUE SOUTH		480.00
19-01237	RICE FERGUS MILLER		410.00
19-01238	RICOH		902.25
19-01239	RICOH USA, INC.		435.63
19-01240	RICOH USA, INC.		470.71
19-01241	ROBERT FISHER		103.00
19-01242	ROTARY CLUB OF MONROE		225.00
19-01243	RYAN LUNDQUIST		914.28
19-01244	SEAPORT PETROLEUM		169.36
19-01245	SILVER LAKE WATER		47.60
19-01246	SILVER LAKE WATER		93.37
19-01247	SILVER LAKE WATER		47.60
19-01248	SILVER LAKE WATER		77.05
19-01249	SNOHOMISH COUNTY 911		64,270.94
19-01250	SNOHOMISH COUNTY FINANCE DEPT		933.81
19-01251	Snohomish County Fire District 26		500.00

Page Total 95,763.37

Cumulative Total 353,920.87

Snohomish County Fire District #7

Claims Voucher Summary

05/07/2019

Page 4 of 5

Fund: Construction #300

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
19-01252	SNOHOMISH COUNTY FIRE DISTRICT 7		56,925.54
19-01253	SNOHOMISH COUNTY FIRE DISTRICT 7		8,775.73
19-01254	SNOHOMISH COUNTY PUD		239.47
19-01255	SNOHOMISH COUNTY PUD		1,716.32
19-01256	SNOHOMISH COUNTY PUD		191.09
19-01257	SNOHOMISH COUNTY PUD		1,124.46
19-01258	SNOHOMISH COUNTY PUD		712.23
19-01259	SNOHOMISH COUNTY PUD		1,574.83
19-01260	SOFTWAREONE INC		4,685.55
19-01261	SPEEDWAY CHEVROLET		62.08
19-01262	SYNCHRONY BANK		5,130.61
19-01263	THE SHERWIN WILLIAMS CO		603.36
19-01264	TOWN & COUNTRY TRACTOR INC.		77.09
19-01265	TRUE NORTH EMERGENCY EQUIPMENT INC		209.48
19-01266	TURNOUTRENTAL, LLC		1,675.00
19-01267	TYLER TECHNOLOGIES INC		500.00
19-01268	UNITED PARCEL SERVICE		15.82
19-01269	US BANK		41,366.99
19-01270	US BANK VOYAGER		7,872.63
19-01271	US FIRE EQUIPMENT		5,575.42
19-01272	VERIZON WIRELESS		2,470.63
19-01273	VERIZON WIRELESS		2,479.31
19-01274	WA STATE DNR		1,417.61
19-01275	WASTE MANAGEMENT NORTHWEST		152.19
19-01276	WASTE MANAGEMENT NORTHWEST		186.60
19-01277	WASTE MANAGEMENT NORTHWEST		117.27
19-01278	WASTE MANAGEMENT NORTHWEST		117.37
19-01279	WASTE MANAGEMENT NORTHWEST		239.55
19-01280	WASTE MANAGEMENT NORTHWEST		467.38
19-01281	WASTE MANAGEMENT NORTHWEST		200.16
19-01282	WASTE MANAGEMENT NORTHWEST		142.99
19-01283	WASTE MANAGEMENT NORTHWEST		241.50
19-01284	WASTE MANAGEMENT NORTHWEST		192.76

Page Total

147,459.02

Cumulative Total

501,379.89

Snohomish County Fire District #7 Claims Voucher Summary

05/07/2019

Page 5 of 5

Fund: Construction #300

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
19-01285	WASTE MANAGEMENT NORTHWEST		100.07
19-01286	WASTE MANAGEMENT NORTHWEST		246.63
19-01287	WAVE BUSINESS		540.83
19-01288	WAVE BUSINESS		2,908.05
19-01289	WAVE BUSINESS		144.93
19-01290	WESTERN FIRE CHIEFS ASSOCIATION		1,100.00
19-01291	WITMER PUBLIC SAFETY GROUP INC		97.78

Page Total 5,138.29

Cumulative Total 506,518.18



Snohomish County
FIRE DISTRICT 7

Earning Trust Through Action

Payroll Summary

4/30/2019

CHECK DATE	4/30/2019
PERIOD BEGIN	4/16/2019
PERIOD END	4/30/2019

Direct Deposits	\$	628,518.72
Paper Checks	\$	5,973.36
Taxes	\$	156,850.68
Total	\$	791,342.76

**Summary Minutes of the Joint Board Meeting
Lake Stevens Fire Conference Center
April 25, 2019**

Commissioner Elmore called the meeting of the Board of Fire Commissioners to order at 1700 hours. Commissioners Fay, Schaub, Snyder, Waugh, Wells and Woolery with District 7 were present. Commissioners Elmore and Gagnon with Lake Stevens Fire were present. Commissioner Steinruck was absent with prior notice.

LAKE STEVENS REGULAR BUSINESS

See Lake Stevens Fire Minutes for activity in this section.

DISTRICT 7 REGULAR BUSINESS

AGENDA CHANGES:

- ACTION: King County Facilities SNO911 Prime Lease
- ACTION: Resolution 2019-9 Appointment of Secretary for Limited Purpose During Absent of Duly Appointed Secretary.

GENERAL PUBLIC COMMENT: None.

UNION COMMENT: None.

CHIEF'S REPORT

Chief Meek discussed items from the Chief's Report.

CONSENT AGENDA

A. Voucher Review:

- Vouchers #19-00845 through #19-01019 in the amount of \$423,266.29 previously approved.
- Vouchers #19-01020; replaced voided voucher #19-00934.

B. Voucher Approval:

- Voucher: 19-01021-19-01133; (\$342,389.09)

C. Payroll Approval:

- The April 15, 2019 regular pay was submitted for approval in the amount of \$1,247,797.59.

D. Approval of Minutes

- 1) Approve Special Joint Board Meeting Minutes – April 18, 2019.

E. Payroll Approval:

- The March 31, 2019 regular pay to be submitted for approval in the amount of \$925,990.86.

F. Approval of Minutes

- 2) Approve Regular Meeting Minutes of March 14, 2019.

G. Secretary's Report on Correspondence:

MOTION: Commissioner Fay moved and Commissioner Wells seconded to approve the above consent agenda items. On vote, **Motion Carried 6/0**

DISCUSSION ITEMS:

A. DRAFT Resolution to lift the Fire Levy

1 No comments were made.
2

3 **B. Leasing Spare EMS Vehicles (Dorsey)**

4 Deputy Chief Dorsey commented Braun frequently receives calls about leasing vehicles and they asked if we
5 might be interested in potentially leasing out our spare vehicles when there is a need. Internally this has been
6 accepted as a good idea. Deputy Chief Huff confirmed there would be back up through Lake Stevens Fire if
7 necessary. Braun has provided a recommendation on rates. This is an opportunity to help out other fire districts;
8 and everything is good to go pending approval from the Commissioners. Currently Orcas Island is interested in
9 leasing a vehicle.

10 **MOTION:** Commissioner Schaub moved and Commissioner Wells seconded to enter into an ongoing leasing
11 program with EMS Vehicle as proposed in the packet. On vote, **Motion Carried 6/0**
12

13
14 Schaub noted it could be terminated within 30 days' notice and feels that would be beneficial to the
15 District.
16

17 ***ACTION ITEMS:***

18 **A. Resolution 2019-7 Changing Board Meeting Dates**

19 **MOTION:** Commissioner Wells moved and Commissioner Snyder seconded to approve Resolution 2019-7
20 Changing Board Meeting Dates. On vote, **Motion Carried 6/0**
21

22
23 **B. Resolution 2019-8 Course Registration Fees**

24 Chief Meek noted that the board had already voted to allow the District to collect fees that was restricted
25 and this is just putting a policy in place for it.
26

27 **MOTION:** Commissioner Snyder moved and Commissioner Schaub seconded to approve Resolution 2019-8
28 Course Registration Fees. On vote, **Motion Carried 6/0**
29

30
31 **C. ILA – Sno. Co ALS Agencies – CRP**

32 Deputy Chief Dorsey commented this was a collaboration with South County Fire and North County Regional
33 Fire Authority. The funding has been set between the three agencies and any future funding/participation from
34 anyone else will have to approach one of the three agencies. This ILA establishes the agreement on how others
35 may join in and set up a governing body.
36

37 **MOTION:** Commissioner Schaub moved and Commissioner Wells seconded to approve the ILA agreement with
38 Snohomish County ALS agencies as proposed. On vote, **Motion Carried 6/0**
39

40 Commissioner Snyder requested a more descriptive ILA title.
41

42 **D. SNOCO911 Tower Lease Extension**

43 **MOTION:** Commissioner Fay moved and Commissioner Snyder seconded to extend the SNOCO911 Tower
44 Lease. On vote, **Motion Carried 6/0**
45

46 Commissioner Wells questioned if the extension was to be only one month as the lease states. Members
47 from SNOCO911 were present and requested a 90 day extension.
48

49 An amendment was approved to extend the lease for 90 days.
50

51 **E. Water Rescue Trailer Grant**

52 **MOTION:** Commissioner Snyder moved and Commissioner Wells seconded to approve the Water Rescue
53 Trailer Grant and pay for sales tax & licensing. On vote, **Motion Carried 6/0**

1 **F. Resolution 2019-9: Appoint the Secretary for Limited Purpose During Absence of Duly**
 2 **Appointed Secretary**

3
 4 **MOTION:** Commissioner Wells moved and Commissioner Snyder seconded to approve Resolution 2019-9
 5 Appointment of Chief as Secretary to the Board for Limited Purpose as submitted. On vote, **Motion Carried 6/0**

6
 7 **COMMISSIONER COMMITTEE REPORTS**

8
 9 **A. Risk Management:** Commissioner Schaub commented that cancellation notification was made with
 10 Gordon MacIlvaney

11 **B. Shop Committee:** Correction to agenda - Commissioner Schaub it to be removed as listed on this
 12 committee and Commissioner Woolery added.

13 **C. Capital Facilities Committee:**

14 1) **Station 33:** AC Guptill noted that Station 33 will be opening Monday April 1, 2019.

15
 16 **OTHER MEETINGS ATTENDED**

17 **A. Snohomish County 911 (Waug).**

18 **B. Leadership Meeting:** Meets next Thursday June 5, 2019 – 0900 hours at Station 71.

19 **C. Sno-Isle Commissioner Meeting:** May 2 1930 at Snohomish Fire with the Speaker Max Fan,
 20 Engineer Manager for Snohomish County Public Work will give a talk on Road Projects.

21
 22 **OLD BUSINESS:** None.

23
 24 **CALL ON BOARD:** None.

25
 26 A 5 minute break was called.

27
 28 **ATTENDANCE CHECK**

29 - The next meeting May 9, 2019 1530 at District 7 Admin Building. All commissioners will be in attendance.
 30

31
 32 **JOINT MEETING BUSINESS**

33
 34 **DISCUSSION ITEMS**

35 **A. DRAFT Board Rules and Policies**

36 Chief Meek commented the committee has been tasked with reviewing the policies of both districts.

37
 38 Chairman Elmore commented we will plan to set a date to meet in the near future.

39
 40 **B. Cultural Integration Team – Dr. Sikora Scope of Work**

41 Director of Finance & Administration Leah Schoof commented we have a Scope of Work from Dr. Pat Sikora
 42 for the Cultural Integration Team for review, and we are asking for approval at the next Commissioner meeting
 43 or tonight.

- 44 • We plan to initiate items 1 and 2 with a “Do not exceed” of \$7,500
- 45 • We will be sharing costs 50/50 between Lake Stevens Fire and Fire District 7
- 46 • Items 3 and 4 will be planned for, but we will seek your approval before executing

47
 48
 49 **MOTION:** Commissioner Gagnon moved and Commissioner Elmore seconded to authorize the Chief to sign the
 50 scope of work with Dr. Pat Sikora as submitted. On vote, **Motion Carried 8/0**

1 Chairman Waugh asked if it would be appropriate to have a Commissioner from each District represented on
 2 the team. Chairman Elmore commented the suggestion from Dr. Pat Sikora is not to have any Chiefs or
 3 Commissioners on the Cultural Integration Team.

4
 5 Commissioner Fay commented our history shows there is an element of integration to consider with the
 6 Commissioners as well and could benefit from Dr. Pat Sikora at the Commissioner level as well.

7
 8 Chairman Elmore commented he would be in favor of multiple retreats before the end of the year and will
 9 continue to get know each other as the Commissioners work through things. He encouraged a more formal
 10 retreat for the Commissioners.

11
 12 Commissioner Fay suggested asking Dr. Pat Sikora if she might consider this. Chairman Elmore commented we
 13 will ask Chief O'Brien to follow up with her. Chief Meek confirmed Chief O'Brien, he and the executive team
 14 had a lengthy discussion about this; and he agrees with Commissioner Fay's idea to meet separately on a
 15 Commissioner level. Chairman Waugh commented if the Commissioners were excluded from this team that the
 16 Commissioners would be unknowledgeable of issues. Chief Meek noted that Dr. Pat Sikora will be providing a
 17 report in a timely fashion, and not two years down the road.

18
 19 Director of Finance & Administration Leah Schoof commented Dr. Pat Sikora encourages the grass roots
 20 approach which is where they have had success.

21
 22 Brief discussion took place surrounding cost share for this between both districts, and team selection.

23 24 **C. Draft Training Consortium ILA**

25 Deputy Chief Huff mentioned the Districts have been working on a new plan for the Training Consortium and
 26 this is a first look at the draft ILA. The training consortium has been a successful joint venture and are working
 27 on a plan with a vision for the next ten years for an all-hazards emergency services training consortium, including
 28 EMS, law enforcement, dispatch, etc. This establishes the governance and staffing to start it up and identify the
 29 formula for cost sharing. There will be more to come. Six staff members will be needed to start it up.

30
 31 Commissioner Fay inquired about the training chief's assigned costs. Deputy Chief Huff stated that this refers
 32 to funding for the lead agency; as they would be in charge of keeping the books, taking care of bills for facilities,
 33 etc.

34
 35 Commissioner Fay questioned if the Districts are re-engaging in talks about the use of the Fire District 7 property.
 36 Deputy Chief Huff answered that Fire District 7 Deputy Chief Clinton is part of our group and he is looking at
 37 locations. They are looking for 20+ acres and considering the Fire District 7 property and a county property off
 38 Hwy 82 but plans are not yet confirmed.

39 40 **D. Future Capital Retreat meeting dates and times**

41 Assistant Chief Guptill discussed possible dates involving all joint commissioners along with the architect. Brief
 42 discussion took place surrounding dates. It was agreed that the facilities meeting would occur April 18th at
 43 5:30pm at Station 31. Commissioner Elmore asked that with the UGA modification, does it put any of the
 44 Districts assets/station into question Chief Meek noted that our station in Mill Creek is co-owned by the District
 45 and Mill Creek so they have a partial interest there. Station 72 is actually in Mill Creek's UGA area now, and
 46 Station 73 is across the street from Bothell. Brief discussion took place surrounding annexations.

47 48 **ACTION**

49 **Move May 23 Joint Meeting**

50 Chief Meek commented that there was a scheduling conflict for the May 23 Commissioner Meeting due to the
 51 Washington Fire Chiefs Conference many are attending.
 52
 53

The Commissioners agreed to change the May 23rd Commissioner Meeting to 5pm Tuesday, May 28th to remain located at the Fire District 7 Station 31 Training Room in Monroe.

ADJOURNMENT

MOTION: Commissioner Elmore moved and Commissioner Gagnon seconded to adjourn the meeting. On vote, **Motion Carried 8/0**

The meeting was adjourned at 1803 hours by Commissioner Waugh.

Snohomish County Fire District #7

Jamie Silva
Secretary of the Board

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DISCUSSION ITEMS



Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

December 18th, 2018

Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Dear County Council Members,

The Commissioners of Snohomish County Fire District 7 partner with the South County Fire Commissioners resolution to support a ban on fireworks within the unincorporated areas of Snohomish County.

Fireworks have been responsible for damage to both people and property throughout Snohomish County. Public areas such as schools and businesses have become victim to firework-related damage. Call volumes more than double, placing excessive demands on staffing and reducing our capability to meet other life and property-saving needs in the community. In addition to fires, firework-related injuries such as burns, amputations and traumatic injuries to arms, legs, face and torso are most prevalent on and around the July Fourth holiday.

Fire Agencies are dedicated to protecting lives and property through prevention and preparedness. We encourage the community to attend a public display put on by trained professionals.

We understand that in August 2016, the Snohomish County Council took positive action on this issue by passing an ordinance, codified at S.C.C. 30.53A.728, that created a process for citizens or fire districts/authorities to petition the Council for the creation of no fireworks areas.

This letter is in support of a no fireworks area encompassing the unincorporated areas of Snohomish County.

Yours in Public Safety,

Roy Waugh, Chairperson
Board of Fire Commissioners



Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

Michael Ciaravino
City Manager
City of Mill Creek
15728 Main St.
Mill Creek, WA 98012

Re: Interlocal Agreement between Snohomish County Fire District No. 7 and City of Mill Creek/SEPA Responsibility

The purpose of this letter is to indicate that Snohomish County Fire District No. 7 is memorializing the fact that that Interlocal Agreement between the City of Mill Creek and District 7 involving SEPA responsibilities, and which is dated December 19, 1995 is no longer in effect and is terminated.

The District has adopted a Resolution to this effect, which among other things, terminates the collection of fees pursuant to the Interlocal Agreement and does not authorize any other collection of fees under the terms of this Agreement.

A copy of that Resolution is enclosed.

Could you please send to me a letter indicating the City has likewise taken action to terminate the Agreement?

Respectfully,

Gary A. Meek
Fire Chief

Outline / Information on Snohomish County Paramedic Training Program.

This will be a Central Washington University extension class conducted at Edmonds Community College

1. Apply in the Fall or for Winter quarter.
2. Online pre-reqs for Winter quarter of 2020
3. Hard start of classes in April / Spring Quarter 2020 / 1-2 Days a week at Edmonds Community College

(Sample Costing Estimation Chart)

CWU / SCF Program						Harborview Program			
#	Month	Salary & Benefits	Backfill /OT	Tuition	Phase	Salary & Benefits	Backfill	Rent (1 Person)	
1	January		\$ 1,340.00	\$ 1,500.00	Online Course / Pre-requisites	\$ -	\$ -	\$ -	
2	February		\$ 1,340.00	\$ 500.00	Online Course / Pre-requisites	\$ -	\$ -	\$ -	
3	March		\$ 1,340.00	\$ 500.00	Online Course / Pre-requisites	\$ -	\$ -	\$ -	
4	April		\$ 6,700.00	\$ 750.00	On Regular Shift / Classroom	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
5	May		\$ 6,700.00	\$ 750.00	On Regular Shift / Classroom	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
6	June		\$ 6,700.00	\$ 750.00	On Regular Shift / Classroom	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
7	July		\$ 6,700.00	\$ 750.00	On Regular Shift / Classroom	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
8	August		\$ 6,700.00	\$ 750.00	On Regular Shift / Classroom	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
9	September	\$ 11,400.00	\$ 13,938.68	\$ 750.00	Hospital Rotations	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
10	October	\$ 11,400.00	\$ 13,938.68	\$ 750.00	Hospital Rotations	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
11	November	\$ 11,400.00	\$ 13,938.68	\$ 750.00	Hospital Rotations	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
12	December		\$ 6,432.00	\$ 750.00	Field Internship	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
13	January		\$ 6,432.00	\$ 750.00	Field Internship	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
14	February		\$ 6,432.00	\$ 750.00	Field Internship	\$ 11,400.00	\$ 13,938.68	\$ 2,500.00	
		\$ 34,200.00	\$ 98,632.04	\$ 10,750.00		\$ 125,400.00	\$ 153,325.48	\$ 27,500.00	
				Cost per student	\$143,582.04	Savings SCF/CWU vs HVMC	\$ 162,643.44	Cost per student	\$ 306,225.48

ACTION ITEMS

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7

RESOLUTION NO. 2019-10

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. 2019-10 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. 2019-10 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:

GARY A. MEEK
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. 2019-10 (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.

GARY A. MEEK
District Secretary



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Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 05A made as of the Thirtieth day of January in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Snohomish Fire District 7
163 Village Court
Monroe, WA 98272
Telephone Number: 360-794-7666

THE ARCHITECT:

(Name, legal status and address)

Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337
Telephone Number: 360-377-8773

for the following **PROJECT:**

(Name, location and detailed description)

2017093.00 Snohomish Fire District 7
Monroe, WA

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Eleventh day of December in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221[™]-2014, Standard Form of Master Agreement Between Owner and Architect

Init.

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User Notes:

(3B9ADA44)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 INSURANCE
- 3 ARCHITECT'S SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

Review and assessment of the existing roof of SFD7's Administration Building located at 953 Village Way, Monroe, WA 98272. Existing roof is exhibiting active leaks at the sloped, asphalt composition shingle roof areas.

Contractor and procurement method to be determined.

Project scope and budget to be determined based upon assessment findings.

Architect's Consultants: Wetherholt & Associates.

§ 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

To be determined

- .2 Substantial Completion date:

To be determined

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address and other information.)

Steve Guptill
Snohomish Fire District 7
953 Village Way
Monroe, WA 98272
Telephone Number: 360-794-7666

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

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User Notes:

(3B9ADA44)

Dave Fergus, Principal
 Rice Fergus Miller, Inc.
 Rice Fergus Miller, Inc.
 275 5th Street, Suite 100
 Bremerton, WA 98337
 Telephone Number: 360-377-8773

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)

As stated in Master Agreement.

ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

§ 3.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Basic Services:

Design/Construction Documents Phase: Based on the assessment report prepared by Wetherholt and Associates, the scope of this project will be to demolish and replace the existing sloped roof portions of the Administration Building at the main roof and two smaller entry roofs with new, asphalt composition shingles. Sheet metal gutters will also be replaced with new sheet metal gutters. It is assumed that existing roof ventilation and fall protection equipment are to remain as-is. RFM will prepare drawing and specification documents suitable for obtaining a re-roofing permit from City of Monroe and for obtaining bids by an open, public bid process. Wetherholt and Associates will review the plans, details, and specifications as part of the work of this phase. A budget for this project has not been estimated at this time. Fees for both RFM and Wetherholt and Associates for this work will be billed on a time and expense basis.

Permitting Assistance: RFM will assist SFD7 with permit application on an as-requested basis. Fees for this work will be billed on a time and expense basis.

Bidding Services: RFM will assist SFD7 with bidding the project. Services to include preparation of the advertisement for bid, uploading of documents to ARC Reprographics and Builder's Exchange, pre-bid walkthrough on-site, and assistance with bid opening and bid evaluation. Fees for this work will be billed on a time and expense basis.

Construction Contract Administration Services: RFM will assist SFD7 with construction contract administration with the selected contractor. Services to include: pre-construction conference, review of pay applications, review of product submittals, response to contractor requests for information and punch list inspection of completed work. Wetherholt and Associates will perform on-site review of roofing installation. Fees for this work will be billed on a time and expense basis.

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User Notes:

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§ 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

As-built drawings: No drawings of the existing Administration Building are available at this time. RFM will contract with a subconsultant to perform as-built services and create as-built drawings of the existing roof and building elevations. This work and any work required by RFM to document existing conditions will be performed on a time and expense basis.

Engineering: No mechanical, electrical, plumbing or structural engineering services are included. Should engineering of any discipline be required, fee and scope shall be negotiated with SFD7 and mutually agreed upon prior to the start of such services.

Hazard material and testing not included.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:

(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

As stated in the Master Agreement

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

RFM Fee: Time and Expense at currently hourly rates.

Wetherholt and Associates: Time and Expense to a maximum of \$5,000.

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

To be mutually agreed in writing prior to commencement of such services.

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, and any exhibits relied on in Article 3.)

This Service Order entered into as of the day and year first written above.

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User Notes:

(3B9ADA44)



ARCHITECT (Signature)

David A Fergus, Principal

(Printed name and title)

OWNER (Signature)

(Printed name and title)

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User Notes:

(3B9ADA44)



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Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 05 Revision 01 made as of the Thirtieth day of January in the year Two Thousand Nineteen
(*In words, indicate day, month and year.*)

THE OWNER:

(*Name, legal status and address*)

Snohomish Fire District 7
163 Village Court
Monroe, WA 98272
Phone Number: 360-794-7666

THE ARCHITECT:

(*Name, legal status and address*)

Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337
Phone Number: 360-377-8773

for the following **PROJECT:**

(*Name, location and detailed description*)

2017093.00 Snohomish Fire District 7
Monroe, WA
Station 31

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Eleventh day of December in the year Two Thousand Seventeen
(*In words, indicate day, month and year.*)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]–2014, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	INSURANCE
3	ARCHITECT'S SERVICES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION
6	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

Project Scope: includes replacement of existing asphalt pavement with reinforced concrete at Station 31 (163 Village Court, Monroe, WA 98272). Remaining asphalt paving to be ground and overlaid with new asphalt paving.

Contractor to be selected via open public bidding process.

Architect's consultants: Reid Middleton, civil and surveying.
Robinson Noble, geotechnical.

§ 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Spring/Summer 2019

.2 Substantial Completion date:

Summer 2019

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address and other information.)

Jamie Silva, Assistant Chief of Administration
Steve Guptil, Asst. Chief
Snohomish Fire District 7
163 Village Court
Monroe, WA 98272
Phone Number: 360-794-7666

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address and other information.)

Dave Fergus, Principal
Ed McManamna, Project Manager

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User Notes:

(2051424879)

Rice Fergus Miller, Inc.
 275 5th Street, Suite 100
 Bremerton, WA 98337
 Phone Number: 360-377-8773

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows: *(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)*

Not Applicable.

ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

§ 3.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Services to be provided include:

- 1) Civil engineering and surveying as noted in attached proposal from Reid Middleton. Minor stormwater quality and detention upgrades are anticipated for this project.
- 2) Geotechnical investigation as required to support stormwater infiltration for new concrete paving.
- 3) Rice Fergus Miller will provide the following services:
 - a. Project management and coordination with Reid Middleton, including kickoff site visit.
 - b. Bid and permitting documentation, including project specification manual.
 - c. Administration of bidding process, including attending contractor pre-bid walkthrough, issuance of addenda, and attendance of bid opening and review of received bids.
 - d. Contracting: RFM will assist with preparation of the owner/contractor construction contract.
 - e. Construction contract administration: RFM will attend and administer a pre-construction conference and visit the site (2) additional times during construction, including a final punchlist inspection. RFM will also coordinate submittal review, pay application review, and answer contractor questions during construction.
- 4) Services not included: the following services are not included in this Service Order, though they may be added at a later date as mutually agreed:
 - a. Structural, mechanical, electrical, or other engineering disciplines.
 - b. Services excluded in the attached Reid Middleton proposal are excluded here as well.
 - c. Professional cost estimating.
 - d. Hazardous materials testing or abatement.

§ 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

As mutually agreed upon in writing prior to the commencement of such services

Init.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:

(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

As stated in the Master Agreement.

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Rice Fergus Miller:	\$ Time and Expense
Robinson Noble, Geotechnical	\$4,300 +RFM markup (\$1,200 refundable deposit to City of Monroe, by Owner)
Reid Middleton Civil Engineering:	\$19,795 + RFM markup
Reid Middleton, Survey:	\$14,525 + RFM markup

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

As mutually agreed upon in writing prior to the commencement of such services.

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Per master agreement.

ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, and any exhibits relied on in Article 3.)

Reid Middleton revised fee proposal dated November 1, 2018.

Robinson Noble proposal dated December 7, 2018.

Exhibit A – Site scope of work

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

David A. Fergus, Principal

(Printed name and title)

November 1, 2018
File No. 212018.913.040

Mr. Ed McManamna
Rice Fergus Miller, Inc
275 Fifth Street, Suite 100
Bremerton, WA 98337

Subject: Agreement for Professional Services
Snohomish County Fire District #7, Station 31 – Pavement Replacement
Monroe, Washington

Dear Mr. McManamna:

Thank you for considering Reid Middleton to provide professional civil engineering services for the Snohomish County Fire District, Fire Station 31 Pavement Replacement project. Rice Fergus Miller (RFM) is the project lead and Reid Middleton will provide civil engineering to RFM in support of the project. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

Snohomish County Fire District #7 (SCFD) is planning pavement improvements for Fire Station 31. The improvements include a new concrete apron in front of the apparatus bay doors along the east side of the fire station building to replace existing deteriorating asphalt pavement. SCFD also wants to repair damaged asphalt pavement around the east, north, and west parking areas of the fire station site. On-site stormwater management will be required to treat the replaced pavement surfacing for the apron. The asphalt repair work is anticipated to be categorized as maintenance and will not require stormwater management. A topographical survey will be completed by Reid Middleton to assist with the proposed work and design.

Based on record drawings and geotechnical reports, the site has permeable underlying soils and an existing infiltration gallery for stormwater management. It is assumed the pavement replacement and repair will not trigger a requirement for stormwater flow control and water quality, but Best Management Practices (BMPs) and a City permit review will be required. A geotechnical analysis of the existing soils will be conducted and if the anticipated presence of permeable soils is confirmed, then infiltration BMPs may be used for stormwater management.

EVERETT
728 134th Street SW
Suite 200
Everett, WA 98204
425 741-3800

www.reidmiddleton.com

Mr. Ed McManamna
 Rice Fergus Miller, Inc
 November 1, 2018
 File No. 212018.913.040
 Page 2

Reid Middleton will provide civil engineering and surveying services to perform work as specified in the attached scopes of services. Construction is anticipated for the spring of 2019.

B. SCOPE OF SERVICES

1. See Exhibit "C," Engineering Scope of Services.
2. See Exhibit "D," Survey Scope of Services.
3. Extra services as requested by RFM.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

RFM shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 and 2, Reid Middleton shall be paid on a "time-plus-expenses" basis using rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2018. We estimate the fee for this portion of the services to be \$34,320 as itemized below. We will not exceed this amount without prior approval from RFM.

Civil Engineering Services	\$	19,795
Survey Services		<u>14,525</u>
Total	\$	34,320

2. For services described in Section B, Item 3 – Extra Services, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2018.

Mr. Ed McManamna
Rice Fergus Miller, Inc
November 1, 2018
File No. 212018.913.040
Page 3

F. REID MIDDLETON STAFF

Mark Davis, P.E. will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments please call Mark Davis or me.

Sincerely,

Reid Middleton, Inc.



Julian L. Dodge, P.E.
Civil Projects Director

ACCEPTED:

Rice Fergus Miller, Inc.

By _____

Title _____

Date _____

Attachments

kab\H:\21Cp\18\913\040 RFM; Sno Co Fire Dist #31 Pavement Replacement\Contract\Base Contract\RM Fee Est & Scope\LetterAgreement SCFD 31.doc\mad

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2018 through June 30, 2019

I. Personnel	Hourly Rate
Principal	\$ 205.00 - \$ 260.00
Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 205.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor.....	\$ 180.00 - \$ 205.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 140.00 - \$ 175.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II.....	\$ 115.00 - \$ 140.00
Designer I/Planner/CAD Technician II.....	\$ 105.00 - \$ 125.00
Project Administrator.....	\$ 100.00 - \$ 120.00
CAD Technician I/Survey Technician/Technician/Technical Writer I.....	\$ 90.00 - \$ 110.00
Survey Crew (1 Person/RTK/Robotic/Scanning).....	\$ 135.00
Survey Crew (2 Person/RTK/Robotic/Scanning).....	\$ 185.00
Survey Crew (3 Person/RTK/Robotic/Scanning).....	\$ 235.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses

Local Mileage - Automobile.....	\$ 0.545/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

I. Payments

- A. Due Date: Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. Default: Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. Authorization: Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. Definition: Additional Services shall include, without limitation, the following:
1. Replacing stakes unless destroyed by Reid Middleton;
 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 3. Providing services due to default or defective performance on the part of the construction contractor;
 4. Providing services to address unanticipated site conditions; or
 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. Submittal Review: If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. Means and Methods: Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

V. Allocation of Risk

The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.

VI. Dispute Resolution

- A. **Mediation:** In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. **Litigation:** If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in Snohomish County, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. **Arbitration:** Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. **Governing Law:** The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. **Standard of Care:** Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. **Government Entities:** Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. **Pollution and Hazardous Materials:** Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages-- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property-- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. **Independent Contractor:** Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. **Subconsultants:** Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. **Assignment:** Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. **Accrual:** Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. **Entire Agreement:** The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

Exhibit "C"
Reid Middleton, Inc.
SCOPE OF ENGINEERING SERVICES

Snohomish County Fire District #7
Fire Station 31 Pavement Replacement
Monroe, Washington

Reid Middleton will provide the following engineering services:

A. CONSTRUCTION DOCUMENTS (CD)

CD will set forth in detail the requirements for construction of the civil components of the project. Civil design elements will include:

1. Perform site visit to observe existing site conditions and surface features shown on survey map.
2. Gather data and review codes and criteria applicable to the work elements.
3. Review geotechnical analysis report.
4. Prepare temporary erosion control plan, details, and notes.
5. Prepare storm drainage plan and details.
6. Prepare paving plan, notes, and details.
7. Prepare technical specifications in CSI Masterformat for elements designed.
8. Prepare an opinion of probable construction cost based on CD documents for elements of the civil design.
9. Coordinate with City of Monroe regarding drainage elements.
10. Prepare documents for Pre-Application meeting with the City of Monroe.
11. Prepare documents including stormwater report per City regulations for permit application to be submitted by Reid Middleton.
12. Set up appointment and submit permit documents that include applications, drawings, and reports to the City of Monroe.

13. Prepare responses to review comments and prepare one revised permit application package.
14. Perform QA/QC on work and deliverables.
15. Provide project management and administration for services listed above.

Deliverables:

- One set of schematic drawings for Pre-Application submittal
- One set of construction drawings for Owner review prior to Permit Submittal
- One set of construction drawings for Permit Submittal
- One set of bid documents including one set of drawings and technical specifications in PDF format
- One copy of the Opinion of Probable Construction Cost in digital PDF format

B. BID PHASE

1. Answer bidders' questions through RFM concerning elements of the civil design.
2. Prepare addenda items for elements of the civil design.

Deliverables:

- Response to bidder questions through RFM
- Addenda for civil elements of design

C. CONSTRUCTION PHASE

1. Review civil submittals, products, and shop drawings requested in the specifications.
2. Answer contractor questions (e.g. RFIs, field questions) concerning civil design.
3. Maintain construction documentation including project files and annotating revisions to construction documents.
4. Provide internal project management and administration.

Deliverables:

- Response to product submittals and shop drawings
- Responses to RFIs and field questions

D. CONSTRUCTION CLOSEOUT

1. Perform a substantial completion walk-through and prepare a punch list for elements of civil design.
2. Perform a second walk-through to verify punch list items have been addressed and prepare a memo describing the findings.
3. Provide internal project management and administration.

Deliverables

- Substantial completion checklist in PDF digital format
- Memo in PDF digital format documenting observations of back-checking punch list

ASSUMPTIONS

This list is not exhaustive. It is offered to assist the Architect in identifying elements of work that may be required for the project and may require assignment to a team member. If the Architect wishes to assign these or other tasks to Reid Middleton, this proposal can be revised, or the work can be performed as an Extra Service.

1. Reid Middleton is preparing drawings and technical specifications. Division 1 specifications, bid forms, and project manual preparation and distribution is not included.
2. Design schedule is normal. No accelerated schedule is anticipated.
3. Delivery method is design-bid-build in one bidding package.
4. Construction schedule is normal and will be awarded under one construction contract. No fast track design including advanced site-work packages are required.
5. SEPA checklist assistance, constructability review, and Value Engineering not included.
6. The used of infiltration BMPS is anticipated based on previous geotechnical reports at the site. Water quality for site work is not anticipated.
7. Majority of pavement work is anticipated to be maintenance that does not require flow control or water quality measures.
8. Geotechnical report is prepared by others.

9. All work associated with hazardous waste or contaminated soils is excluded (including hazardous materials encountered during demolition).
10. Reid Middleton will provide opinion of probable construction cost for civil design elements for information.
11. Shoring design and/or specifications are by others. Shoring design will be included as a performance specification article in the excavation and earthwork section of the technical specifications.
12. Civil engineering services are not required for temporary relocation facilities.
13. No separate specification for control of groundwater during construction will be provided. Groundwater control during construction will be included as a performance specification article in the excavation and earthwork section of the technical specifications.
14. Traffic counts and traffic studies are not included.
15. Except for normal building permit review documents, services related to permitting are not included (such as Hydraulics Project Approval, etc.).
16. Services related to land use permitting are not included (such as rezoning, conditional use, variances, etc).
17. Services related to sensitive areas are not included. Sensitive areas are as defined in the Growth Management Act.
18. Services related to Endangered Species Act (ESA) are not included.
19. Services for participation in partnering sessions are not included.
20. No special submissions other than those specifically noted as deliverables are required for permit applications, additional owner reviews, or other reasons. Design team coordination drawings will be provided as appropriate throughout design.
21. The Architect will perform project printing and reproduction, and provide Reid Middleton with at least one complete set of all significant submissions.
22. Record drawing services are not included.

Exhibit "D"
Reid Middleton, Inc.
SCOPE OF SURVEYING SERVICES

Snohomish County Fire District #7
Fire Station 31 Pavement Replacement
Monroe, Washington

A. PROJECT UNDERSTANDING

Snohomish County Fire District (SCFD) plans to improve their facility with a new concrete slab to be constructed at the existing HQ station in Monroe.

B. ASSUMPTIONS

- Project site limits are defined on the attached image.
- The survey will be based upon NAD 83/11 for horizontal and NAVD 88 for vertical control.
- The survey will be prepared in US Survey feet units.
- Survey mapping will be developed at one-foot contour intervals. Measurements will be on an approximate 25-foot +/- grid. Elevations will be shown by contour lines and key spot elevations.

C. SURVEY SERVICES

1. Management/Coordination/Administration

Provide continuous survey team project management and administration (billing invoices, monthly progress reports) throughout the project.

2. Utility Coordination

Reid Middleton will subcontract a utility locating provider to mark subsurface utilities and will survey the painted markings.

3. Topographic Survey

The topographic survey will include measurements and features within the survey limits as follows:

- a. Primary and adjacent buildings and finished floor elevations.

- b. Locations and elevations of surface types and features including road pavement, striping, high and low spots, dumpster enclosures, top and toe of slopes, retaining walls, guard rails, and walking paths.
 - c. Storm system: Field survey approximately five catch basins and the infiltration bed. Acquire culvert invert elevations and downspout/cleanout connections.
 - d. Surface features: overhead utility lines and surface indications of subsurface utilities, vaults, utility poles, guy wires, walkways, signs, paths, parking stripes and parking areas, driveways, curbs, bollards, mailboxes, edges of cleared areas, signs, and fences.
 - e. Trees: Field survey trees greater than 12" dbh, identify common name.
4. Mapping
- a. Transfer field data to AutoCAD system to create a base map and surface for the project area.
 - b. Incorporate right-of-way/property lines from available GIS systems.
 - c. Incorporate any as-built records and information provided by SCFD into the base map.
5. Quality Control
- a. Perform QA/QC reviews of the survey and base map elements.
 - b. Perform work under the supervision and approval of a licensed Professional Land Surveyor (PLS). The licensed surveyor shall review and approve the survey information and drawings for completeness.

Deliverables:







- Engineering base map AutoCAD Civil 3D and Surface files
- Stamped and signed hard copy of survey in PDF format (if needed)

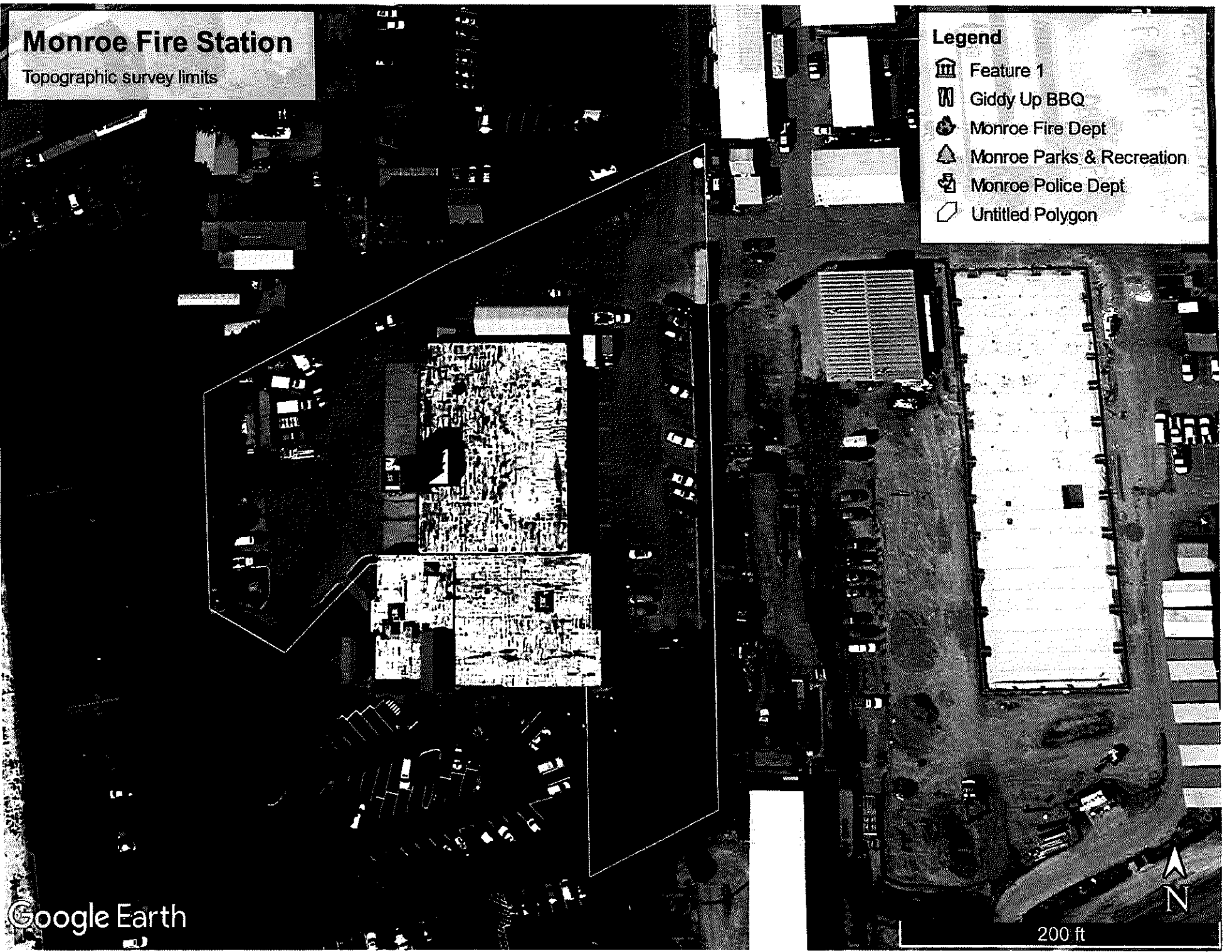
kab\H:\21Cp\18\1913\040 RFM; Sno Co Fire Dist #31 Pavement Replacement\Contract\Base Contract\RM Fee Est & Scope\EXHIBIT D Survey Scope.docx\pta

Monroe Fire Station

Topographic survey limits

Legend

-  Feature 1
-  Giddy Up BBQ
-  Monroe Fire Dept
-  Monroe Parks & Recreation
-  Monroe Police Dept
-  Untitled Polygon





ROBINSON NOBLE

December 7, 2018

Mr. Ed McManamna
Rice Fergus Miller, Inc.
275 Fifth Street, Suite 100
Bremerton, Washington 98337

This agreement is between Rice Fergus Miller, Inc. (Client) and Robinson Noble, Inc. (Consultant), for geotechnical engineering and consultation for the project located at 163 Village Court, Monroe, Washington 98272.

Project Description

The site is currently developed with Fire Station 31 and operated by Snohomish County Fire District 7 (SCFD). The property is relatively flat.

We understand that the SCFD is planning paving improvements for Fire Station 31. These improvements include repairing damaged asphalt in the parking lots surrounding the structure and replacing the damaged asphalt in front of the bay doors on the east side of the structure with a concrete apron.

There is an existing infiltration system located near the southeast corner of the structure into which drains water from the paved areas on the north and east sides of the structure as well as roof downspouts, and footing drains for the north and east sides of the structure. We understand you would like us to determine the current infiltration rate of the existing infiltration system.

Scope of Work

The scope of services to be provided by Robinson Noble, Inc. is for geotechnical evaluation services, including the following:

- Review available geologic maps and reports for the site.
- Mark the site in white paint for the public utility locate service. Because this service typically marks in the right-of-way only, we will also subcontract a private utility locator to clear the excavation location.
- Review plan sheets of the existing infiltration system.
- Clean the sediment from the existing catch basins leading into the existing infiltration system using a subcontracted vacuum truck. The vacuum truck is to be supplied by you.
- Conduct field analyses to determine the current infiltration rate of the existing infiltration system. This will be achieved by pumping water into the infiltration system using a nearby fire hydrant. The refundable meter deposit is to be provided

163 Village Court
Monroe, Washington
December 7, 2018
Page 2 of 2

by you to the City of Monroe. The water level response within the infiltration system will be measured within a temporary monitoring well excavated to the approximate bottom of the system. A water level transducer will be inserted into the well to measure the falling head rate of the system's underlying soil. This will enable us to calculate the infiltration rate of the existing system.

- Prepare a letter report providing the measured infiltration rate of the existing infiltration system.

Services Agreement

Our services will be provided in accordance with our GENERAL FEE SCHEDULE and TERMS AND CONDITIONS, which are attached to this services agreement. The cost of our services for the tasks described above will be approximately Two Thousand Eight Hundred Dollars (\$2,800), based on our understanding of the project and the conditions outlined in this scope. For an approximate additional One Thousand Five Hundred Dollars (\$1,500) we can subcontract the vacuum truck and operator. The refundable deposit of One Thousand Two Hundred Dollars (\$1,200) for a 3-inch fire hydrant meter and backflow valve required by the City of Monroe will be provided by you. This estimate will remain valid for 90 days from the date of this scope. Robinson Noble will invoice additional requested services on a time-and-expense basis according to the attached GENERAL FEE SCHEDULE.

We appreciate the opportunity to submit this agreement and are looking forward to working with you on this project. If this agreement meets with your approval, please sign in the spaces provided below and return one copy of this agreement to serve as your authorization for us to proceed.

The parties hereto execute this Agreement by signature of their respective authorized officers or representatives.

Sincerely,
Robinson Noble, Inc.

Rick B. Powell, PE
Principal Engineer
RWCM:RBP:am

Client/Owner Authorized
Signature

(typed or printed name)

Billing Address _____

Phone No. _____

Email _____

Date: _____

Date: _____

Attachments: General Fee Schedule and Terms and Conditions



**ROBINSON
NOBLE**

General Fee Schedule

January 1, 2018

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$182
Associate Engineer, Hydrogeologist or Environmental Scientist		\$166
Senior Engineer, Hydrogeologist or Environmental Scientist		\$141
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$122
Project Engineer, Hydrogeologist or Environmental Scientist		\$110
Staff Engineer, Hydrogeologist or Environmental Scientist		\$99
Senior Field Staff		\$87
Field Staff		\$70
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$92
Senior Technician		\$92
Senior Administrator		\$81
GIS/CAD Specialist		\$81
Technician		\$81
Administrator		\$70
Clerical Support		\$70
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
	Field and laboratory testing/equipment rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Geotechnical Field and Laboratory Testing Schedule
January 1, 2018**

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40
Single-Ring Infiltrometer	Per day	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

TERMS AND CONDITIONS

1. **Project and Relationship of the Parties:** Client engages Consultant to perform the professional services as described in the scope of work, herein referred to as the "Project," to which these Terms and Conditions are attached. Consultant's services under this Agreement include only those specified in the scope of work. Client expressly releases any claim against Consultant relating to any additional services that Consultant recommended, but that Client either did not authorize or instruct Consultant not to perform. Consultant may retain subcontractors for Client as Consultant considers necessary for services not provided by Consultant. Any other assignment or transfer of an interest in the Agreement by either party without the written consent of the other shall be void. This Agreement shall inure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the parties hereto. This Agreement shall become effective when signed by Client. This Agreement constitutes the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth and this Agreement supersedes all prior agreements or understandings regarding this Project.
 2. **Changes in Project:** Client may request changes in the Project's scope of work. Any such changes, including a change in Consultant's compensation or time of performance will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Consultant, or if made orally, confirmed by the parties in writing within 15 days.
 3. **Payment:** Consultant will perform the Project for an estimated cost as specified in scope of work. A cost estimate or "not-to-exceed" limitation indicates that Consultant will not invoice fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the services will be completed for that amount. For circumstances involving changed conditions not foreseeable by Consultant at the time of execution of this Agreement, or if additional time and/or expenses are required to fulfill the Project's scope beyond the estimate, additional charges will be invoiced. Payment by Client for professional services and expenses provided by Consultant shall be based on the Fee Schedule in effect at the time of the invoice date. The fee schedule in effect as of the date of this Agreement is attached. Certain projects may require payment of a retainer depending on the value of professional services, expenses, and subcontracts.
 4. **Payment Conditions:** Consultant shall periodically submit invoice(s) for this Project and/or other previously contracted projects. Client shall pay each invoice promptly upon receipt. If Client objects to all or any portion of any invoice, Client shall so notify Consultant within seven (7) days from the date on the invoice, give reasons for the objection, and pay that portion of the invoice that is not in dispute. Client shall pay an additional monthly interest charge of one and one half percent (1.5%) or the maximum percentage allowed by law, whichever is less, of any undisputed amount of all account balances remaining unpaid for more than thirty (30) days from the date of receipt of the invoice. If an invoice is not paid within thirty (30) days, a late fee of \$150 shall be assessed. In the event that an invoice for payment for this Project and/or other previously contracted projects remains unpaid for thirty (30) days from the date of invoice, Consultant has the right to cease performance of the services contracted herein. Consultant will not incur any liability for damages of any type or nature due to the delay of the Project as a result of justifiably stopping performance of services due to the failure of the Client to pay for services. In the event Consultant brings legal action against Client for unpaid invoice amounts, the prevailing party shall be entitled to recover lien fees, attorney's fees, court costs, arbitration costs and other related expenses.
 5. **General Client Responsibilities:** Client shall provide complete and accurate information regarding its requirements for the Project and circumstances known to Client that would hinder or make more difficult or expensive Consultant's performance than would ordinarily be expected. Client shall furnish any required information and services and shall render approvals and decisions expeditiously. If Client observes or otherwise becomes aware of any fault or defect in the Project or in the performance of Consultant's services, Client shall give prompt written notice thereof to Consultant. Failure of Client to provide such written notice, however, shall not excuse Consultant of any performance deficiency or breach, nor eliminate its liability hereunder.
 6. **Permission to Access Subject Property(ies):** If Client is the owner of the subject property, Client expressly gives permission for Consultant to access the subject property for the purposes of conducting the Project. If Client is not the owner of the subject property, Client shall provide documentation acceptable to Consultant that provides permission to access the subject property for the purposes of conducting the Project. Consultant will take reasonable precautions to minimize damage to the land or utilities from use of equipment, but Client understands that use of exploratory equipment may cause some damage and that correction of such damage is not part of this agreement. Securing permission for installing soldier piles, tieback anchors, or soil nails into adjoining properties of the project site will be Client's responsibility. Client will be responsible for obtaining permission to cross property lines with an open excavation.
 7. **Changed Conditions:** If Consultant discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Consultant will then negotiate an appropriate amendment to this Agreement within 30 days after the notice. This includes delays beyond the control of Consultant.
 8. **Ownership of Hazardous Waste:** Consultant will not create or contribute to the creation or existence of hazardous waste or hazardous substances as those terms are defined under the Model Toxic Control Act, Comprehensive Environmental Response Compensation and Liability Act, and the Resource Conservation and Recovery Act ("Hazardous Wastes"). In the performance of the services, Consultant will not assume the obligations or liability as the generator, owner, operator, or arranger for the treatment, storage or disposal of Hazardous Wastes under the Model Toxic Control Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Resource Conservation and Recovery Act, or any other state or federal statute regulating the handling of Hazardous Waste. Consultant will not arrange or otherwise be responsible for the disposal of any Waste associated with the services, either directly or indirectly through its subcontractors or others.
 9. **Samples:** All soil, rock, water and other samples obtained from the Project site(s) are Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, Consultant will preserve, or make arrangements to preserve, such samples for no longer than 30 calendar days following the issuance of Consultant's report to Client or the specific phase relating to the samples has been deemed as concluded by Consultant. Upon request, Consultant will deliver samples to Client with shipping charges collected on delivery or Consultant will store them for Client for an agreed upon charge.
 10. **Biological Pollutants:** Unless specifically referenced in the scope of work, Consultant's scope of work does not include the investigation or detection of the presence or absence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms. Client agrees that Consultant will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence or exposure to any Biological Pollutants. Client will defend, indemnify, and hold Consultant harmless from any third-party claim for damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by Consultant's sole negligence.
 11. **Insurance:** Consultant hereby agrees to maintain the following insurance: comprehensive general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; automotive liability insurance in the amount of \$1,000,000; and Workers' Compensation Coverage within statutory limits. Consultant waives subrogation against Client as to said policies.
 12. **Indemnity:** Subject to the terms and limitations of this Agreement, Consultant will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") only to the extent caused by the Consultant's negligence in the performance of this Agreement. Client will indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, licensed professionals, employees, and agents (collectively "Consultant Entities") from and against any and all Losses except to the extent caused by the sole negligence of Consultant Entities.
- Client and Consultant intend that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability. There-

fore, and notwithstanding any other provisions of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant". The provisions of this Section 12 will survive the expiration or termination of this Agreement. If Consultant provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 12 will apply to such services as if the parties had executed an amendment. The parties have mutually negotiated the provisions contained in this Section and it is the intent of both parties that this section provide the broadest scope of indemnity permitted by R.C.W. 4.24.115.

13. Limitation of Remedies: In consideration for Client obtaining a lower fee from Consultant and other valuable consideration, Client agrees that to the fullest extent permitted by law its total cumulative remedies from Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, licensed professionals, employees, and agents is limited to the fee charged to Client under this Agreement or \$50,000, whichever is higher, for any and all of Client's injuries, damages, claims, losses, expenses, disputes, or claimed expenses arising out of this Agreement from any cause or causes, including but not limited to, Consultant's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based on contract, tort or statutory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount or waive this provision in exchange for a negotiated increase in Consultant's fee. This provision takes precedence over any conflicting provisions of this Agreement.

14. Standard of Performance; Disclaimer of Warranties: Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the location of the Project. No warranty, expressed or implied, is included or intended by this Agreement. Consultant offers different levels of services to suit the desires and needs of different clients. Although the possibility of an error can never be eliminated, more detailed and extensive services yield more information and reduce the possibility of an error, but at an increased cost. Client must determine the level of service adequate for its purposes. Client warrants it has reviewed the scope of work and has determined it does not need or want a greater level of services than is being provided.

15. Consequential Damages: Client and Consultant mutually agree to waive any and all claims for consequential damages for all claims, losses, disputes, breaches, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the termination provisions in this Agreement.

16. Suspension or Termination: Client may, upon ten days written notice, suspend Consultant's services. Consultant may terminate this Agreement if Client suspends the services for more than 60 days, in which case Client shall pay Consultant for all costs of services performed to the date of termination. If Client suspends Consultant's services, or if Client or others delay Consultant's services, then Client and Consultant agree to equitably adjust the time for completion of services and Consultant's compensation for the additional labor, equipment, and other charges associated with maintaining Consultant's workforce for Client's benefit during the delay or suspension, and any charges incurred by Consultant for demobilization and subsequent remobilization.

Either party may terminate this Agreement or an amendment, without cause, with ten days written notice; provided, however, Client shall pay Consultant for all cost of services performed through the date of termination. In the event Client requests termination of this Agreement prior to completion of work, Consultant reserves the right to complete such analyses and records as may be necessary to protect Consultant's professional reputation and to complete a report of work performed to-date. A termination fee to cover the costs incurred thereof—equal to as much as 10% of the charges incurred up to the termination date—may be charged at the Consultant's discretion and added to the cost of services performed through the termination date.

In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within ten days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the ten-day period.

17. Construction Procedures: Consultant shall not manage or supervise construction, or implement or be responsible for health and safety procedures nor be responsible for the health and safety of persons other than its own employees or agents on or about the construction/subject site; shall not be responsible for the acts or omissions of contractors or other parties working on the Project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. Consultant's testing, observations, or evaluations on the Project, shall not relieve other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and regulations.

18. Construction Costs: Statements of probable cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the industry. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials or equipment, over other contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that proposals, bids, or actual costs will not vary from statement of probable costs or evaluations prepared by Consultant.

19. Ownership and Use of Documents: The statements, conclusions, and recommendations provided by Consultant are to be exclusively used within the context of the Project. They will be based upon generally accepted geotechnical practices and will be the result of analysis by the Consultant. The project report, and its attachments, will be for the exclusive use of Client. Unless specifically stated elsewhere in this Agreement, no warranty, expressed or implied, will be made.

All documents and information prepared by Consultant, (collectively known as "Documents"), but not including Samples, will remain the property of Consultant. Consultant has sole discretion to dispose of or retain Documents, provided Consultant will retain pertinent summaries and reports relating to services performed for Client under this Agreement for five years following submission of Consultant's report. During this five-year period, copies of said summaries or reports will be available to Client for the reasonable cost of their reproduction and delivery. Consultant retains the right to use Documents for any purpose.

All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent and receipt of additional compensation. Client has the right to reuse the Documents for purposes reasonably connected with the Project. However, any reuse, or adaptation for other than the specific purpose intended, by Client, or any party obtaining Documents through Client, without written verification by Consultant will be at Client's sole risk and without liability to Consultant. Client agrees to defend, indemnify and hold harmless Consultant, its officers, employees and shareholders from and against all claims, damages, losses and expenses, including attorney's fees, arising from any person or entity claiming to rely upon information or opinions contained in Documents without first having obtained Consultant's prior written consent.

20. Dispute Resolution: If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, Consultant may compel the parties to participate in a mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures. If mediation is not successful, Consultant may compel any matter to arbitration by filing and serving a written notice of arbitration on all of the parties no later than ninety days after the later of filing and service of the complaint or the conclusion of the mediation. The arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

21. Governing Law: This Agreement shall be governed by the laws of the State of Washington and venue shall be in Pierce County, Washington.

22. Precedence: This Agreement takes precedence over any inconsistent or contradictory provisions contained in any Exhibits to this Agreement, or any proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's services.







Monroe Fire Station

Topographic survey limits

EXHIBIT A

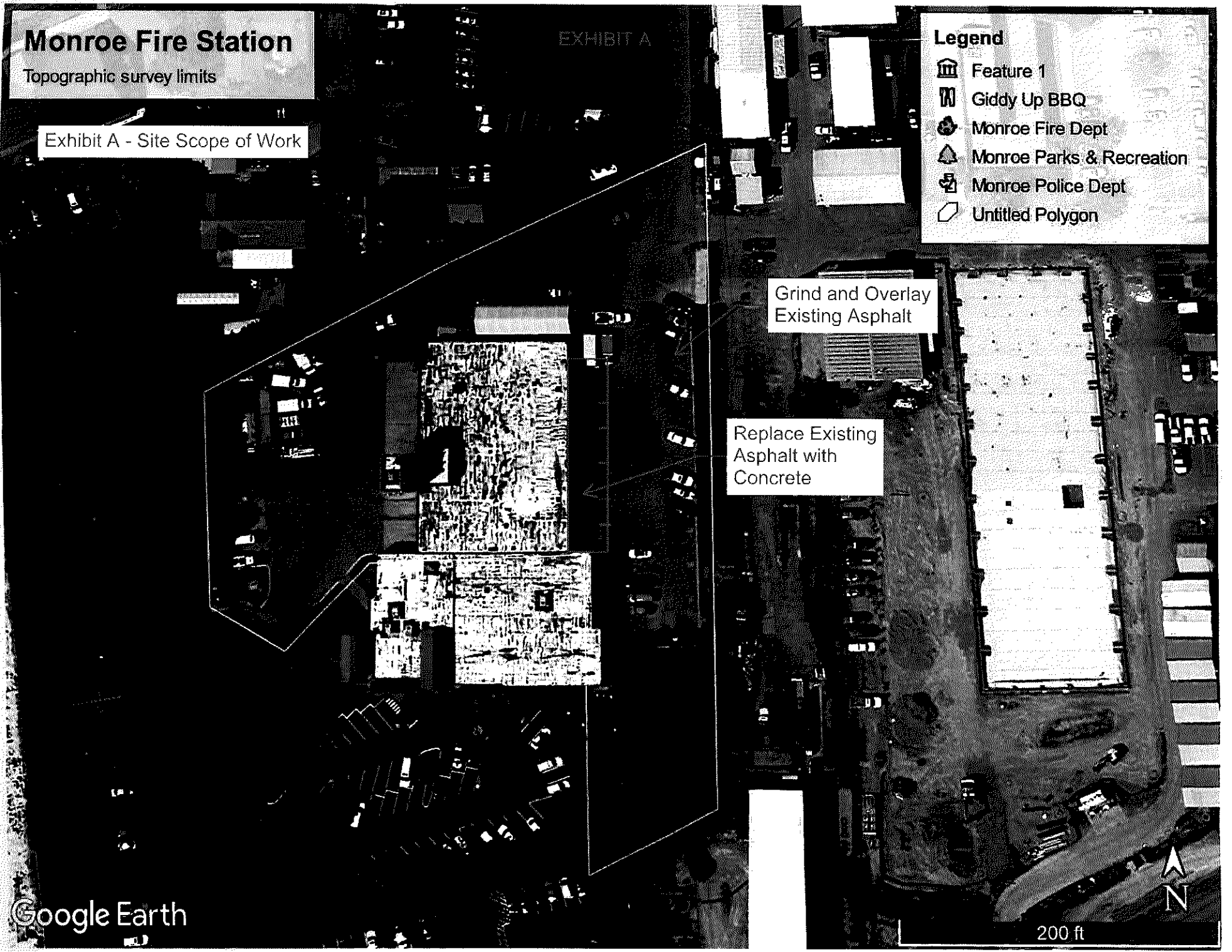
Exhibit A - Site Scope of Work

Legend

-  Feature 1
-  Giddy Up BBQ
-  Monroe Fire Dept
-  Monroe Parks & Recreation
-  Monroe Police Dept
-  Untitled Polygon

Grind and Overlay Existing Asphalt

Replace Existing Asphalt with Concrete



COMMITTEE REPORTS

Safety Committee Meeting Minutes April 29, 2019

A meeting of the Safety Committee of Snohomish County Fire District No. 7 was held at Station 71 in Snohomish, WA on April 29, 2019. The meeting convened at 1800 hours with Battalion Chief Wirtz presiding.

Members in Attendance:	Bill Wirtz, Jeff Schaub, Colby Titland, Troy Smith, Kristofer Olsen
Members not in Attendance:	Bill Ekse, Dave LeDuc, Jamie Silva, Randy Fay, Andrew Anderson
Guests:	

I. Approval of Meeting Minutes:

- Chief Wirtz reviewed action items and asked if there were any corrections to the minutes of the Safety Committee meeting held on March 25, 2019. Having no corrections identified, the following motion was made:

***Motion:** Moved by F/F Olsen and seconded to approve the minutes for the March 25, 2019 meeting.
Motion carried*

II. Unfinished Business:

- **Written Health & Safety Program Update** – B/C Wirtz reported that he has completed the annual review and update of the Respiratory Protection Plan and Core Rules documents. The Comprehensive Health & Safety Manuals at each station will be updated. The updated information is also posted on the Z:Drive – inside the Health & Safety Folder.
- **New SCBA Disinfectant Follow-up** – Scott Safety has identified a new product for the purpose of disinfecting SCBA masks. B/C Wirtz has requested SDS information on the product to evaluate before we order and implement this change in our organization.
- **Post-fire Decontamination Kit Proposal & Discussion** – F/F Kristopher Olsen is continuing work on procedure development for the decontamination kit proposal. He will bring draft language back to the committee to review at our next meeting.

III. Review of Occupational Injury and Illness Reports:

- An employee injured his right arm while lifting a desk into the back of our services truck on 4/10/2019. The injury occurred at Station 71 when two employees were lifting a heavy desk into the back of the Services pick-up truck to relocate it to Station 74. During the course of lifting the desk onto the tailgate area, the injured employee felt a pop and immediately the muscle in his right arm gave out. The employee felt immediate pain and began ice treatment. The employee sought a physician evaluation at a walk-in clinic later that day after pain and swelling increased. The employee was restricted from duty for a period of days awaiting further diagnostic testing.

The committee reviewed this case and agreed with the employee that as a preventive effort, additional personnel could/should have been requested to assist with lifting the known heavy load. This is easy to say in hindsight and the committee understands that an injury such as this can be very situational and in most cases, it would not be predictable that the arm muscle would give out.

The committee recommends exploring the idea of installing a hydraulic tailboard lift to the Services pick-up truck as heavy items are often loaded into this vehicle.

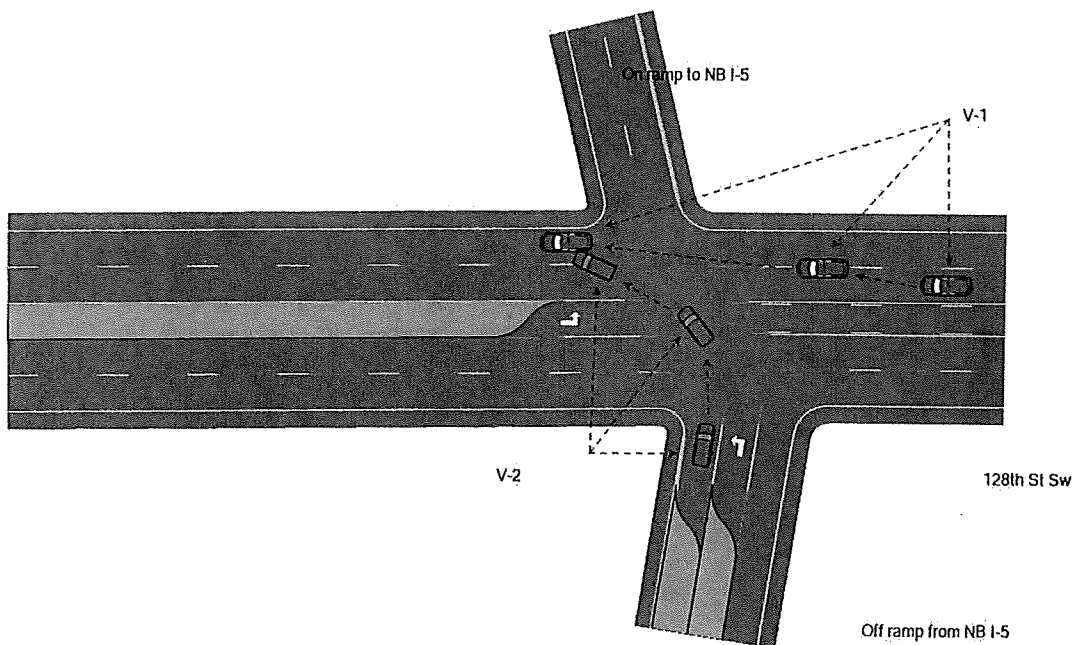
IV. Monthly Safety Audit Review

- Safety Audits were distributed to D-Shift for the month of April 2019. The committee reviewed audits received to date and B/C Wirtz is working with others to assure discrepancies are resolved as soon as possible.

V. Vehicle Collision Review:

- Apparatus # A1376C/B71 was struck by a private vehicle while responding to an unrelated MVC Response on 3/30/2019. B71 was operating with lights and siren activated as was travelling westbound on 128 ST SW, approaching the intersection with the NB I-5 off-ramp to 128 ST SW. The roadway of 128 ST SW contains a total of four lanes – two lanes for either direction. There is also a left-hand turn lane for eastbound traffic to turn northbound I-5. The off-ramp of NB I-5 consists of three lanes, two of which are for turning eastbound on 128 ST SW and the other for westbound traffic.

The driver of the private vehicle made a left turn from the inside lane of the off-ramp into the right outside lane of 128 ST SW as B71 came through the intersection striking the rear driver side quarter panel area.



The committee reviewed this case and concluded that even though the intersection light was green for the private vehicle and red for B71, other private vehicles clearly yielded for the approaching B71 unit while the driver of the private vehicle failed to yield and turn into the proper inside lane of westbound 128 ST SW. All reported information indicates that the driver of B71 was traveling at a safe speed and had gained control of the intersection and had mostly passed through it, however the private vehicle drifted into the outside lane resulting in the collision.

- The right rear corner of Apparatus #C0609C/M31 struck the driver side mirror of a parked NW Ambulance unit while leaving the ambulance parking area at Evergreen – Monroe on 4/23/2019. There are two lanes serving the covered ambulance area and the NW Ambulance was parked on the inside lane— closest to the building. When the driver of M31 began to move forward and turn to the left to leave the area, the right rear corner of M31 struck and broke the bottom portion of the driver side mirror of the NW Ambulance Unit.

The committee reviewed this case and concluded that there is a limited turning area at this location when a unit is parked in the inside lane and too far forward. Although the collision was clearly preventable by using a spotter and/or backing up out of the area, the committee suggests an administrative control of applying a “Stop Line” on the inside lane of the entrance so that EMS units don’t pull too far forward. This action would provide additional clearance and likely prevent future incidents of this nature. B/C Wirtz will make contact with the appropriate contacts at Evergreen – Monroe to determine if this control measure can be implemented.

VI. New Business:

- **Apparatus Collision Form Revision** – The committee reviewed a newly revised Apparatus Collision Form which provides additional space to include more details about the mishap. Several other fields were also added to help assure effective follow-up action is taken with respect to vehicle safety inspection, damage repair, and follow-up with private parties when applicable. B/C Wirtz will also review the draft revisions at the upcoming Operations Meeting including LSF command staff.
- **SCBA Quarterly Air Quality Analysis Reports** – B/C Wirtz reported that SCBA Air Quality Analysis Reports for first quarter 2019 were received from Trace Analytics, LLC for each of our compressors at Stations 31, 71, and 72. Our samples meet the requirements of *NFPA 1989-2019 (N)* & *CGA G-7.1-2011 Grade E*.
- **Article: This What Happens When You Leave Bottled Water in the Sun** – A safety committee member discussed a recent article he read regarding leaving plastic bottled drinks in the sunlight for long periods of time. “A recent University of Florida study found that the plastic most commonly used in bottled water and refreshments can release antimony and bisphenol A (the dreaded BPA) if it’s exposed to heat over a long period of time.” The concern is over whether or not we might be storing water and Gatorade too long on some of our apparatus – brush units for example.

Crews are advised to assure older stock is consumed before expiration dates, and to assure bottles are stored out of direct sunlight. A copy of the article is attached to these minutes as a reference.

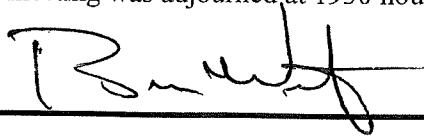
VII. Action Items:

- Complete and distribute meeting minutes (*Wirtz*)
- Update Health & Safety Statistics (*Wirtz*)
- Continue research & develop Post-fire Decontamination Kits; develop draft procedure language for next meeting (*Olsen*)

VIII. Adjournment:

- **Monday, June 24th at 1800 hours - Station 71** was selected as the time and place of the next regular meeting. The committee will not meet during the month of May due to the Memorial Day holiday and other conflicts.

The meeting was adjourned at 1930 hours.



5/4/2019

Bill Wirtz, Battalion Chief
Health & Safety Officer

Date:

Cc: Fire Chief
Board of Fire Commissioners
Asst. Chief of Operations
Asst. Chief of Administration
Asst. Chief of Support Services
Committee Members
Memorandum
Safety Committee File

This What Happens When You Leave Bottled Water in the Sun

Have you been hoarding pallet upon pallet of bottled water in your hot garage in preparation for the end of the world? Don't let your Armageddon stockpile sit around too long.

by [Munchies Staff](#)

|
Sep 25 2014, 4:48pm

Take note, [Armageddon preppers](#): Your hoard might be turning toxic right now.

As if you needed [another reason to avoid bottled water](#) except in cases of, say, [a history-making drought](#) or [a poisonous algae bloom](#) in your municipal water supply, you can start worrying about how long that bottle's been sitting around in the sun.

[A recent University of Florida study](#) has found that the plastic most commonly used in water and soda bottles can release antimony and bisphenol A (the dreaded BPA) if it's exposed to heat over a long period of time.

BPA became a popular bogeyman about five years back when scientists discovered that some plastic containers could leach the compound into their contents. Although the FDA claims that it is continuing to study BPA for potential health risks, it has currently concluded that "BPA is safe at the current levels occurring in foods."

There's no question that, on their own, these are particularly nasty substances. Research suggests that BPA could alter [hormone levels](#), cause heart problems, and even increase the risk of cancer. Ingesting antimony [can cause](#) stomach pain, diarrhea, vomiting, and stomach ulcers, and some studies have linked it to spontaneous abortion and retinal bleeding.

The University of Florida's Lena Ma and her research team studied the effects of that a four-week stint in a hot box could have on water safety. The bottles were made of polyethylene terephthalate (PET), which is generally understood to be BPA-free. Ma's team, however, did detect trace levels of BPA in the samples they analyzed. "In theory, the plastic should not contain BPA," Ma tells MUNCHIES. "One explanation is that during the manufacturing process, especially when recycled plastics are used, trace amounts of BPA may be present. It's an impurity."

The bottles were kept in a warm environment that reached 158 degrees Fahrenheit at its peak. The higher the temperature, the more BPA and antimony were released. But the researchers also found that the release rate actually slowed over time, suggesting that the plastics eventually stabilize.

The good news is that only one of the 16 brands of bottled water sampled exceeded the Environmental Protection Agency's safety thresholds for antimony, and all the BPA levels were below safe limits. Still, Ma says there's cause for concern—especially when it comes to what's being stored in plastic containers, especially milk and acidic beverages, including juice.

"I suggest people to be careful about how long the bottled water has been sitting. The recommended shelf life is one year," says Ma. "It is not a good idea to store bottled water in your car during hot summer under the sun. Similarly, it is not a good idea to store bottled water for long time, say half a year in a warm setting such as garage."

Moral of the story: Stick to tap water served in a glass. Just make sure it's [lead-free glass](#).

OTHER MEETINGS ATTENDED

OLD BUSINESS

CALL ON COMMISSIONERS

EXECUTIVE SESSION