



JOINT COMMISSIONER BOARD MEETING

**November 14, 2019
Fire District 7 Station 31 Training Room**

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

JOINT AGENDA

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

Fire District 7 Station 31 Training Room
163 Village Court, Monroe, WA 98272

November 14, 2019

1730 hours

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

Chairman Snyder is excused with prior notice.

DNR PROPERTY ANNEXATION PUBLIC HEARING

STAFF PRESENTATIONS ON DIVISIONS

2020 BUDGET PUBLIC HEARING

FIRE DISTRICT 7 REGULAR BUSINESS

UNION COMMENT

IAFF

Teamsters

FIRE CHIEF REPORT

CONSENT AGENDA

Approve Vouchers

- Benefit Vouchers: #19-02675 - #19-02688; (\$362,598.32) *Previously Signed*
- Benefit Vouchers: #19-02689 - #19-02690; (\$4,145.45) *Previously Signed*
- Benefit Voucher: #19-02691; (\$48,788.46) *Previously Signed*
- Benefit Voucher: #19-02692 - #19-02698; (\$358,128.30)
- AP Vouchers: #19-02699 - #19-02856; (\$1,397,888.42)

Approve Payroll

November 15, 2019; (\$779,714.92)

Approval of Minutes

Approve Regular Board Meeting Minutes – October 30, 2019

Secretary's Report on Correspondence

DISCUSSION ITEM

Draft Resolution – 2020 Regular Fire Levy
 Draft Resolution – 2020 EMS Levy
 Draft Resolution Approving the 2020 Budget
 11/05/19 Allied, District 7 & TCA Agreement

ACTION ITEM

Resolution to Accept Annexations
 Re-sign Amended Cooperative Purchasing Agreement – City of Bellingham
 Budget Amendment #3

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Fay / Woolery / Waugh): TBD / Mill Creek City Hall
Finance Committee (Waugh / Wells / Snyder): November 13, 2019 – 13:00 / District 7 Admin Building
Policy Committee (Wells / Woolery / Schaub): TBD / Admin Bldg.
Risk Management (Schaub): November 5, 2019 – 19:00 / Snohomish Co. FD 22
Labor/Management (Waugh / Wells / Fay): TBD
Impact Bargaining – IAFF Local 2781 (Waugh, Wells, Fay): Wednesday November 13, 2019 – 09:00 / Admin Bldg
Impact Bargaining – Teamsters (Wells): TBD
Shop Committee – (Snyder / Woolery / Fay): TBD
Strategic Plan Committee – (Fay / Schaub / Wells)
Capital Facilities Committee - (Schaub / Snyder / Woolery)
 Station 33
 Station 72
 Station 32
 Station 76

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh)
Regional Coordination
Leadership Meeting (Fay / Schaub / Wells): Wednesday December 4, 2019 – 09:00 / Sta 31 – Training Room
Sno-Isle Commissioner Meeting: Thursday, December 5, 2019 – 19:30 – Station 31

OLD BUSINESS**CALL ON COMMISSIONERS****EXECUTIVE SESSION****LAKE STEVENS FIRE REGULAR BUSINESS****ADDITIONAL AGENDA ITEMS****MINUTES**

Minutes 19-10-29
 Minutes 19-10-30

FINANCIAL REPORT

Vouchers
 Payroll
 Expense Reports
 Resolution 2019-12 LSF Fire Ordinance 2020
 Resolution 2019-13 LSF EMS Ordinance 2020
 Levy Certification 2020

CORRESPONDENCE

OLD BUSINESS

Discussion

Merger with Fire District 7

Action

NEW BUSINESS

Discussion

Snohomish County 911

Action

ISOutsource IT Services

CHIEF'S REPORT

GOOD OF THE ORDER

EXECUTIVE SESSION

JOINT MEETING BUSINESS

DRAFT BOARD RULES AND POLICIES

MEETING RULES OF ENGAGEMENT

MERGER MANAGEMENT PLAN

FUTURE BOARD SIZE

CULTURAL INTEGRATION TEAM

NAME WORK GROUP

ATTENDANCE CHECK

Special Meeting to approve the 2020 budget - Week of November 18 (TBD)
 5:30pm Monday, November 25 at the Fire D7 Sta 31 Training Room (moved due to holiday)

ADJOURNMENT

DISTRICT 7
REGULAR BUSINESS

FIRE CHIEF REPORT

To: Board of Fire Commissioners
From: Gary A. Meek, Fire Chief
Subj: Fire Chief Report for November 14, 2019

Fire Chief's Report:

1. A settlement agreement has been reached with Allied Construction. (See Discussion Items section of this report).
2. As you are aware, the fire levy lid lift was not successful. As of 17:00 on November 12 the elections office indicated that 100% of the votes for the levy were counted and the levy has failed by 156 Votes (49.65 yes / 50.35 no – a 0.7% difference. The financial team will continue to streamline the budget and make appropriate recommendations in the near future. This team will also consider the need to continue to work with Liz Loomis on next steps.
5. Executive Staff interviews will be conducted on Monday, November 18th for consideration of the Deputy Chief to be assigned to EMS.
6. Staff have been working on the accomplishments / goals presentation for the Board and will present at this meeting.
7. The Auditor has completed their audit of District 7 for fiscal year 2018 and wants to share the preliminary results with the Board. They are inviting you to attend an exit conference with the staff, scheduled for 10:00 am on November 20th at the District's administration building.
8. Chief O'Brien and I conducted an internal Chief's Video regarding the November levy results and distributed it to all personnel.
9. Commissioners Waugh and Schaub along with Staff and crews attended the Veterans Day events in Mill Creek. Thank you to everyone that participated.
10. Impact bargaining with the IAFF will be conducted at 09:00 on November 13 at the Admin Bldg.
11. This week is Police and Fire Appreciation Week and business' in Monroe have scheduled several events:
 - a. November 12 - I conducted a thank you presentation to the Monroe Chamber of Commerce along with Chief O'Brien and several members of the staff for Police/Fire Appreciation Week. Several personnel were recognized for their involvement in specialized programs and for providing outstanding service to the public.
 - b. November 15 - Lunch at St. Mary's Church. This luncheon is put on by organizations in the community to show their appreciation to the Police and Fire agencies in Monroe. The high school choir will perform and Ixtapa Restaurant will cater the event.
 - c. Varies - Evergreen Hospital Monroe is providing a free lunch to any of our personnel in uniform throughout the week.
 - d. November 14 - Kimberley Lynn of Fairway Independent Mortgage Corporation is sponsoring a free coffee at the Pilot House Coffee Shop from 07:00 – 17:00 to any of our personnel in uniform. A Special Thank You to all the citizens and business' that support our personnel.
12. Camille has requested a special meeting to approve the budget during the week of November 18th. This will allow her time to finalize all documents required by the County and work around the Thanksgiving holiday. The Board will need to approve a date and time.
13. I am looking for Board direction on the issue of ALS service to District 5.

CONSENT AGENDA

Snohomish County Fire District #7 Claims Voucher Summary

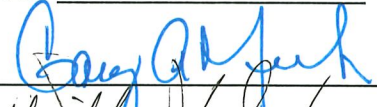
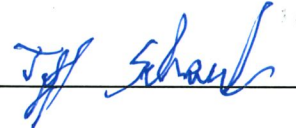
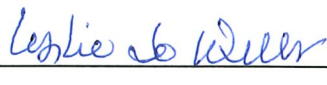
11/04/2019


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: _____ Signatures: _____



Voucher	Payee/Claimant	1099 Default	Amount
19-02675	AFLAC		303.56
19-02676	DEPARTMENT OF RETIREMENT SYSTEMS		253,127.44
19-02677	DIMARTINO & ASSOCIATES		18,728.33
19-02678	Fire 7 Foundation		267.50
19-02679	FIREPAC		631.57
19-02680	GENERAL TEAMSTERS UNION LOCAL 38		1,064.00
19-02681	HRA VEBA TRUST		47,366.34
19-02682	IAFF LOCAL 2781		18,046.39
19-02683	LOCAL IAFF 2781 PAC		448.00
19-02684	SNOHOMISH COUNTY FIRE DISTRICT 7		554.16
19-02685	TD AMERITRADE INSTITUTIONAL		388.50
19-02686	TD AMERITRADE TRUST CO		11,394.53
19-02687	WSCFF FASTPAC		265.50
19-02688	WSCFF-EMP BENEFIT TRUST		10,012.50

Page Total 362,598.32
Cumulative Total 362,598.32

Snohomish County Fire District #7 Claims Voucher Summary

11/04/2019

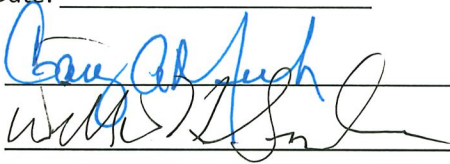
Page 1 of 1

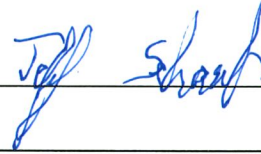
Fund: General Fund #001

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: _____

Signatures:







Voucher	Payee/Claimant	1099 Default	Amount
19-02689	DEPARTMENT OF RETIREMENT SYSTEMS		3,422.95
19-02690	IAFF LOCAL 2781		722.50

Page Total	4,145.45
Cumulative Total	4,145.45

Snohomish County Fire District #7

11/05/2019

Claims Voucher Summary


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: _____

Signatures:







Voucher	Payee/Claimant	1099 Default	Amount
19-02691	VOYA INSTITUTIONAL TRUST CO		48,788.46

Page Total 48,788.46

Cumulative Total 48,788.46

Snohomish County Fire District #7 Claims Voucher Summary

11/13/2019

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: 11-14-19

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
19-02692	DEPARTMENT OF RETIREMENT SYSTEMS		2,909.67
19-02693	FIRE 7 FOUNDATION		267.50
19-02694	HRA VEBA TRUST		46,501.91
19-02695	LEOFF TRUST		272,864.59
19-02696	TD AMERITRADE INSTITUTIONAL		388.50
19-02697	TD AMERITRADE TRUST CO		10,887.31
19-02698	TRUSTEED PLANS SERVICE CORP		24,308.82

Page Total	358,128.30
Cumulative Total	358,128.30

Snohomish County Fire District #7

Claims Voucher Summary

11/13/2019

Page 1 of 5

Fund: Shop #500

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02699	AIR EXCHANGE, INC		544.44
19-02700	ALL BATTERY SALES AND SERVICE		262.86
19-02701	ALLSTREAM BUSINESS US, INC		126.27
19-02702	ALLSTREAM BUSINESS US, INC		317.36
19-02703	ALLSTREAM BUSINESS US, INC		113.47
19-02704	AMERIGAS PROPANE LP		235.68
19-02705	ARAMARK UNIFORM SERVICES		177.98
19-02706	ASTRAL COMMUNICATIONS		1,357.02
19-02707	BADGLEY'S LANDSCAPE		8,734.87
19-02708	BICKFORD MOTORS INC.		907.13
19-02709	BILL GUNTERMAN		249.54
19-02710	BLANCHARD ELECTRIC & FLEET SUPPLY		44.29
19-02711	BRAD TALLEY		3,000.00
19-02712	BRAKE & CLUTCH SUPPLY INC		1,237.37
19-02713	CALIBER HOLDINGS CORPORATION		3,803.55
19-02714	CENTRAL WELDING SUPPLY		742.41
19-02715	CHMELIK, SITKIN & DAVIS PS		1,424.00
19-02716	CITY OF MONROE		600.42
19-02717	CITY OF MONROE		715.36
19-02718	CITY OF MONROE		6,257.50
19-02719	CITY OF MONROE		77.78
19-02720	CITY OF MONROE		126.47
19-02721	CITY OF SEATTLE		66.24
19-02722	CLEARFLY COMMUNICATIONS		747.55
19-02723	COGDILL, NICHOLS, REIN		7,445.90
19-02724	COMCAST		303.43
19-02725	COMCAST		148.63
19-02726	COMCAST		360.38
19-02727	COMCAST		158.41
19-02728	COMCAST		303.17
19-02729	COMDATA NETWORK, INC		1,881.29
19-02730	COURIERWEST, LLC		2,630.00
19-02731	CRAIG CLINTON		305.00
		Page Total	45,405.77
		Cumulative Total	45,405.77

Snohomish County Fire District #7

11/13/2019

Claims Voucher Summary

Page 2 of 5

Fund: Shop #500

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02732	CREWSENSE LLC		885.77
19-02733	CROSS VALLEY WATER DISTRICT		95.87
19-02734	CROSS VALLEY WATER DISTRICT		253.05
19-02735	CROSS VALLEY WATER DISTRICT		594.00
19-02736	CROSS VALLEY WATER DISTRICT		219.42
19-02737	DERIK MILLICH		351.40
19-02738	DIRECTV		137.22
19-02739	DJ MATTERN		193.00
19-02740	DRUG FREE BUSINESS		59.00
19-02741	EMERGENCY RESPONSE TRAINING INSTITUTE		1,695.00
19-02742	EMERGENT RESPIRATORY		430.00
19-02743	EMS TECHNOLOGY SOLUTIONS, LLC		1,126.00
19-02744	EVERGREEN POWER SYSTEMS, INC		3,497.60
19-02745	FASTENAL COMPANY		46.41
19-02746	FIRST WATCH		403.00
19-02747	FREIGHTLINER NORTHWEST		812.44
19-02748	GALLS, LLC - DBA BLUMENTHAL UNIFORM		2,083.07
19-02749	GARY MEEK		93.00
19-02750	GENERAL FIRE APPARATUS		210.95
19-02751	GRAINGER		1,271.93
19-02752	GRAY MANUFACTURING COMPANY INC		41.56
19-02753	GREG OAKES		193.00
19-02754	HARBORVIEW INVESTMENT LTD		5,490.00
19-02755	HEARING & BALANCE LAB		935.00
19-02756	HIGHWAY AUTO SUPPLY		141.24
19-02757	HUGHES FIRE EQUIPMENT		2,157.97
19-02758	INFECTION CONTROL EMERGING CONCEPTS		395.00
19-02759	IRON MOUNTAIN INC		324.02
19-02760	ISOUTSOURCE		7,503.55
19-02761	JAMIE SILVA		126.00
19-02762	JARROD SPENCE		193.00
19-02763	JEANNE CLARK		1,550.00
19-02764	JEFF CHITTENDEN		193.00
		Page Total	33,701.47
		Cumulative Total	79,107.24

Snohomish County Fire District #7

Claims Voucher Summary

11/13/2019

Page 3 of 5

Fund: Shop #500

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02765	JEFF SCHAUB		124.78
19-02766	JEFF THOMPSON		15.42
19-02767	JULIA THOMAS		183.00
19-02768	JUSTIN BRADLEY		193.00
19-02769	KAMAN FLUID POWER LLC		30.33
19-02770	KENT D. BRUCE		579.62
19-02771	LEMAY MOBILE SHREDDING		112.00
19-02772	LEROY SCHWARTZ		183.00
19-02773	LESLIE JO WELLS		126.00
19-02774	LIFE ASSIST INC		10,843.01
19-02775	LIZ LOOMIS PUBLIC AFFAIRS		4,504.86
19-02776	LN CURTIS & SONS		2,447.65
19-02777	LOWE'S		958.08
19-02778	MARTIN PAIETTA		122.00
19-02779	MIKE HILL		2,016.00
19-02780	MOBILE HEALTH RESOURCES		851.70
19-02781	MONROE PARTS HOUSE		4,516.17
19-02782	MRSC ROSTERS		745.00
19-02783	MUNICIPAL EMERGENCY SERVICES, INC.		681,345.55
19-02784	NELSON TRUCK EQUIPMENT		114.66
19-02785	NORTH COAST ELECTRIC COMPANY		25.17
19-02786	NORTH REGION EMS & TRAUMA CARE COUNCIL		144.00
19-02787	NORTH SOUND HOSE & FITTINGS INC		99.67
19-02788	NORTHWEST FIRE TRAINING GROUP		2,100.00
19-02789	NORTHWEST RIVER SUPPLIES, INC		2,413.20
19-02790	NORTHWEST SAFETY CLEAN		72.66
19-02791	OFFICE DEPOT		249.19
19-02792	PETROCARD SYSTEMS, INC.		790.61
19-02793	PHARM-A-SAVE MONROE		175.00
19-02794	PRIDE ELECTRIC, INC		6,759.12
19-02795	PROFESSIONAL HEALTH SERVICES INC		58,845.00
19-02796	PROPERTY MAINTENANCE COM/RES		901.73
19-02797	PURCELL TIRE & SERVICE CENTER		212.46
		Page Total	782,799.64
		Cumulative Total	861,906.88

Snohomish County Fire District #7

Claims Voucher Summary

11/13/2019

Page 4 of 5

Fund: Shop #500

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02798	RANDY WOOLERY		151.59
19-02799	REPUBLIC SERVICES #197		288.94
19-02800	REPUBLIC SERVICES #197		168.93
19-02801	REPUBLIC SERVICES #197		58.58
19-02802	REPUBLIC SERVICES #197		99.10
19-02803	REPUBLIC SERVICES #197		182.41
19-02804	RICE FERGUS MILLER		4,552.98
19-02805	RICOH USA, INC.		350.24
19-02806	RICOH USA, INC.		396.30
19-02807	ROBERT FISHER		327.52
19-02808	ROMAINE ELECTRIC		976.01
19-02809	RON ADAMS		193.00
19-02810	ROTARY CLUB OF MONROE		225.00
19-02811	ROY WAUGH		634.99
19-02812	RUSTY HUNT		193.00
19-02813	SCOTT HOOKLAND, LLP		1,575.00
19-02814	SILVER LAKE WATER		116.62
19-02815	SILVER LAKE WATER		96.15
19-02816	SILVER LAKE WATER		47.60
19-02817	SILVER LAKE WATER		47.60
19-02818	SKAGIT COUNTY FIRE PROTECTION DISTRICT 6		350.00
19-02819	SNOHOMISH COUNTY 911		65,002.86
19-02820	SNOHOMISH COUNTY FIRE CHIEFS ASSN		150.00
19-02821	SNOHOMISH COUNTY FIRE DISTRICT 7		54,122.89
19-02822	SNOHOMISH COUNTY FIRE DISTRICT 7		66.57
19-02823	SNOHOMISH COUNTY FIRE DISTRICT 7		16,112.99
19-02824	SNOHOMISH COUNTY PUD		224.90
19-02825	SNOHOMISH COUNTY PUD		1,124.46
19-02826	SNOHOMISH COUNTY PUD		632.31
19-02827	SNOHOMISH COUNTY PUD		156.35
19-02828	SOUND PUBLISHING, INC		5,675.70
19-02829	SUPER VACUUM MANUFACTURING CO INC		288,408.00
19-02830	TOWN & COUNTRY TRACTOR INC.		17.49

Page Total 442,726.08

Cumulative Total 1,304,632.96

Snohomish County Fire District #7

Claims Voucher Summary

11/13/2019

Page 5 of 5

Fund: Shop #500

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02831	TRIBUNE		99.25
19-02832	TROY SMITH		110.50
19-02833	TRUE NORTH EMERGENCY EQUIPMENT INC		2,178.60
19-02834	UL LLC		2,190.00
19-02835	UNITED PARCEL SERVICE		14.45
19-02836	US BANK		43,355.50
19-02837	US BANK VOYAGER		12,278.30
19-02838	VERATHON MEDICAL		27,655.73
19-02839	VERIZON WIRELESS		14.69
19-02840	WASHINGTON STATE ANIMAL RESPONSE TEAM		1,520.00
19-02841	WASTE MANAGEMENT NORTHWEST		186.60
19-02842	WASTE MANAGEMENT NORTHWEST		257.70
19-02843	WASTE MANAGEMENT NORTHWEST		206.94
19-02844	WASTE MANAGEMENT NORTHWEST		143.97
19-02845	WASTE MANAGEMENT NORTHWEST		285.10
19-02846	WASTE MANAGEMENT NORTHWEST		193.47
19-02847	WASTE MANAGEMENT NORTHWEST		192.28
19-02848	WASTE MANAGEMENT NORTHWEST		174.50
19-02849	WASTE MANAGEMENT NORTHWEST		117.37
19-02850	WASTE MANAGEMENT NORTHWEST		112.99
19-02851	WASTE MANAGEMENT NORTHWEST		247.96
19-02852	WASTE MANAGEMENT NORTHWEST		117.27
19-02853	WAVE BUSINESS		550.23
19-02854	WAVE BUSINESS		640.11
19-02855	WELLSPRING FAMILY SERVICES EAP		316.20
19-02856	WHELEN ENGINEERING COMPANY		95.75

Page Total 93,255.46

Cumulative Total 1,397,888.42



Snohomish County
FIRE DISTRICT 7

Earning Trust Through Action

Payroll Summary

11/15/2019

Check Date	11/15/2019
Period Begin	11/1/2019
Period End	11/16/2019

Direct Deposits	\$623,151.67
Paper Checks	\$1,372.98
Taxes	\$155,190.27
Total	\$779,714.92

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

Fire District 7 Station 31 Training Room
163 Village Court, Monroe, WA 98272

October 30, 2019

1730 hours

CALL TO ORDER

Both Vice Chair Steinruck and Chairman Waugh called the meeting to order at 1730 hours.

PLEDGE OF ALLEGIANCE

ATTENDANCE

Present for LSF: Vice Chair Steinruck, Commissioner Gagnon, Chief O'Brien, Deputy Chief Huff, Deputy Chief/Fire Marshal Messer, Director of Finance & Administration Leah Schoof, Legal Counsel Brian Snure, and Director of Communication/District Secretary Laana Larson.

Chairman Elmore was absent with prior notice.

Present for District 7: Chairman Waugh, Commissioner Fay, Commissioner Schaub, Commissioner Wells, Commissioner Woolery, HR Director Pamella Holtgeerts, HR Analyst Kendra Johnson, Assistant Chief/District Secretary Silva, Assistant Chief Andrews, Deputy Chief Dorsey, Deputy Chief Fitzgerald, CFO Camille Tabor, District Administrative Coordinator Denise Mattern.

Commissioner Snyder and Chief Meek were absent with prior notice.

FIRE DISTRICT 7 REGULAR BUSINESS

UNION COMMENT

IAFF: President Michael McConnell thanked Chief O'Brien and Lake Stevens Fire for a great open house the prior night and for the opportunity to speak at it for the future of the organization and also to the Board for the upcoming preparations of the merge and the requested patience for all involved in the process. He called attention to the MOU before the board tonight and asking for their support in that.

FIRE CHIEF REPORT

CONSENT AGENDA

Approve Vouchers

- Benefit Vouchers: #19-02497 - #19-02504; (\$407,157.70) *Previously Signed*
- Benefit Voucher: #19-02514; (\$157,799.56) *L&I Taxes*
- AP Vouchers: #19-02156 - #19-02674; (\$243,325.74)

Approve Payroll

October 31, 2019; (\$797,780.62)

Approval of Minutes

Approve Regular Board Meeting Minutes – October 10, 2019

Motion to approve the Consent Agenda as submitted.
 Motion by Schaub and 2^d by Wells
 On vote, **Motion Carried 5/0.**

DISCUSSION ITEM

Resolution 2019-19 – Annexation of Unincorporated Areas

Assistant Chief Silva noted there would be a public hearing at a regular board meeting on November 14 at 1730 and then the resolution will be up for approval. This is the same one that the board has seen before. This was all done by petitions so everyone included wanted to participate. It was noted that this includes 17 properties out of about 400.

Budget Amendment #3

CFO Camille explained that two grants were received and is adding \$10,000 to the revenue budget as well as expected additional GEMT revenue for the 2018 state fiscal year and about \$100,000 from 2016 for a total increased revenue of \$2,221,603. Rescue swimmers want to spend that \$5,000 Rescue Swimmer Grant on a shelter, the invoice was received for the election costs. Also GEMT Services that had to be paid to PCG (agency who collected the data) and Pierce County Fire and Rescue (helped front the funds to get the GEMT program started). A temporary employee was added to the Facilities department to help as well as transfers to the Emergency Reserve and Apparatus Funds for total additional General Fund expenditures of \$22,217.

Apparatus Fund movement, in 2020 6 new engines are slated to be purchased for the new combined district and funds need to be increased to accommodate that. \$250,000 were to be moved from the Construction Fund to the Bond Fund, it is clear it will not be needed.

Commissioner Waugh had asked for the District to draft a letter to Central Pierce Fire and Rescue to thank them for their aid in this program.

ACTION ITEM

Policy 1-33 – Meals, Lodging, Travel and Incidentals

Commissioner Schaub called attention to the language in the policy that states that mileage reimbursement is to be calculated from the headquarters station or the member's residence, whichever is shorter.

Motion to approve Policy 1-33 Meals, Lodging, Travel and Incidentals as submitted.
 Motion by Wells and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

Emergency Medical Supplies – Accepting a Request for Proposal

Deputy Chief Dorsey noted that this is a project they've been working on most the year which resulted recently going out to bid in which there were three vendors. The first vendor was disqualified as they did not meet many of the requirements. The two remaining bids were included in the board packet with a recommendation to award the bid to Bound Tree with some of their benefits being that they had redundant warehouses so that in a disaster supplies would still be available, could mobilize quickly to get supplies to the District quickly, and were also the lowest bid. If approved, Dorsey would then begin to negotiation the final details with them.

Motion to Emergency Medical Supply Request for Proposal as submitted.
 Motion by Fay and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

COMMISSIONER COMMITTEE REPORTS**Joint Fire Board with Mill Creek (Fay / Woolery / Waugh):** TBD / Mill Creek City Hall**Finance Committee (Waugh / Wells / Snyder):** October 29, 2019 – 14:00 / District 7 Admin Bldg. Reviewed the preliminary view of the 2020 combined budget and if the levy doesn't pass the effect on the budget looked pretty significant. Kudos to the staff for their work in combining these budget items with Lake Stevens and was noted to be a lot of hard work. Staff presentations will take place at the November 14 Regular Board Meeting.**Policy Committee (Wells / Woolery / Schaub):** TBD / Admin Bldg. Commissioner Schaub inquired if the new policies agreed upon and was confused as to where they were at. Assistant Chief Silva clarified that the plan is to adopt District 7 policies come January 1 and the policy committee will begin reviewing all the policies at that time.**Risk Management (Schaub):** November 5, 2019 – 19:00 / Snohomish Co. FD 22.**Labor/Management (Waugh / Wells / Fay):** TBD**Impact Bargaining – IAFF Local 2781 (Waugh, Wells, Fay):** Monday, October 28, 2019 – 13:00 / Admin Bldg.**Impact Bargaining – Teamsters (Wells):** TBD**Shop Committee – (Snyder / Woolery / Fay):** TBD. Suggests the shop committee schedule a meeting to look at the shop rates. It was noted that there are plans being worked on with plans for a meeting soon. Commissioner Woolery believed that Steve planned on having the rates on November 18th at 1700.**Strategic Plan Committee – (Fay / Schaub / Wells)****Capital Facilities Committee - (Schaub / Snyder / Woolery):** It was noted that there are a couple more Commissioners that still need tours.**OTHER MEETINGS ATTENDED****Snohomish County 911 (Waugh):** Bylaws changes that take no action but emails and letters have gone out regarding it. Sno911 and the purchase of the new radio system. The antenna is not functioning at the level the RFP indicated it was supposed to so they are looking into this correction. Brief discussion took place surrounding the radios and inventory.**Regional Coordination:****Leadership Meeting (Fay / Schaub / Wells):** Wednesday December 4, 2019 – 09:00 / Sta 31 – Training Room**Sno-Isle Commissioner Meeting:** Thursday, November 7, 2019 – 19:30 at Getchell Fire.**OLD BUSINESS** None**CALL ON COMMISSIONERS** None**EXECUTIVE SESSION**

Executive Session for District 7 was moved to be conducted after Joint Business.

LAKE STEVENS FIRE REGULAR BUSINESS**ADDITIONAL AGENDA ITEMS** None**MINUTES**

Minutes 19-10-10

Motion to approve the October 10, 2019 Commissioner Meeting minutes as submitted.

Motion by Gagnon and 2nd by Steinruck.

Vote Passed, Chairman Elmore is an excused absence.

FINANCIAL REPORT

Investment Report

Vouchers

Motion to approve Expense Vouchers 191002001 through 191002047 dated October 30, 2019 in the total amount of \$193,824.32 as submitted.
 Motion by Steinruck and 2nd by Gagnon.
 Vote Passed, Chairman Elmore is an excused absence.

Motion to approve Capital Replacement Voucher 191003001 dated October 30, 2019 in the total amount of \$10,385.90 as submitted.
 Motion by Gagnon and 2nd by Steinruck.
 Vote Passed, Chairman Elmore is an excused absence.

Payroll

Motion to approve the October 2019 Payroll in the total amount of \$671,476.26 as submitted.
 Motion by Steinruck and 2nd by Gagnon.
 Vote Passed, Chairman Elmore is an excused absence.

Expense Line Item Review Summary & Reports
 Three additions were noted in the expense accounts.

CORRESPONDENCE None**OLD BUSINESS****Discussion**

Merger with Fire District 7

Fire Station 84: Tours are coming up but there was nothing new to report.

Temporary Lake Stevens Fire Office: Establishing a temp office at Station 82 with one person to help customers there.

Action None

NEW BUSINESS**Discussion**

Chief Andrews commented that 11 members were out on a strike team right now and were assigned to the Kincaid fire, winds had died down and they were able to make some progress.

Action

None

CHIEF'S REPORT

- Driver / Operator Testing Update: Completed the Driver Operator test with 10 of the 12 driver operators in place November 1st with two current acting positions, 2 candidates are finishing the process who were out

on L&I and are expected to complete that by Dec 1.

- Training Captain Testing Update: Keith Terry will be promoted to Training Captain effective November 1 reporting to Station 71.
- Open House / Recognition Ceremony Update: Open House at Station 81 where they swore in 10 firefighters, a Captain, an MSO, and a new Paramedic. A lot of Lake Stevens Fire community came out and it was nice to take time to thank them for the many years of support.
- Recruit Academy Update: All of them are doing very well with recruit evaluations on October 31, 2019.
- A new budgeted replacement boat (rigid inflatable - Boat 82 has been put into service.
- Harvest Festival on Halloween, 5-8pm Thursday October 31, Downtown Lake Stevens We will be participating with a booth and Touch a Truck with the rigs, calls permitting.
- Looking forward to the Lake Stevens Fire Awards Banquet this Saturday, November 2 at Tulalip Casino.

GOOD OF THE ORDER

Vice Chair Steinruck commented that there was a wonderful celebration at Station 81 on October 29th. It was nice to see both District 7 and Lake Stevens mingling and the nice words that Union President McConnell stated while there. He also recognized Chief O'Brien for his graduation from the Executive Fire Academy that occurred last February.

JOINT MEETING BUSINESS

DRAFT BOARD RULES AND POLICIES

Chairman Waugh addressed standing committees. Commissioners are to email Commissioner Waugh their interest in being on any of the committees.

It was clarified that the Labor/Management Committee negotiates contracts and MOU's and stays ahead of concerns/issues.

There will also be a new Government Liaison/Community Outreach Committee (committee name still TBD): 2 assigned per region. This committee will deal with relationships with other City and County committees.

MEETING RULES OF ENGAGEMENT

MERGER MANAGEMENT PLAN

Chief O'Brien handed out an updated team structure to the Board and presented the new team structure. The structure was presented as though the levy is passing, if not there will be a need for adjustments.

He then presented an incident briefing plan for the merged district.

He noted there still remains one position unfilled, EMS Deputy Chief, with a notice going out Thursday to fill that position from the Lieutenant level and up.

FUTURE BOARD SIZE

Attorney Brian Snure asked the Board if they would like him to take lead on this topic or if someone on the Board would like to. The legal issue being that by statute, the Commissioners of a 5 position Fire District cannot elect to go to a 7-position board but yet a 3 position Board can elect to become a 7 position board. It was noted to be a logistical error in language that will need correcting. The Board agreed to let Attorney Snure take the lead for this.

CULTURAL INTEGRATION TEAM Nothing new to report.

NAME WORK GROUP

Meeting November 7, 2019

NEXT JOINT COMMISSIONER MEETING

5:30pm Thursday, November 14 at the Fire District 7 Station 31 Training Room

DISTRICT 7 EXECUTIVE SESSION

The Commissioners went into Executive Session at 1840 for thirty (30) minutes to discuss the IAFF Bargaining-Memorandum of Understanding per RCW 42.30.140(4)(a) and three Staff Contracts per RCW 42.30.110(1)(g).

At 1910 hours Chairman Waugh announced to the public that the executive session would be continued for an additional 30 minutes.

Regular session resumed at 1940 with the following actions:

Motion to accept the 2020 submitted retirement dates for Eric Andrews, Duane Stai, Jeff Chittenden, Rick Peters and Gary Meek as presented.
 Motion by Woolery and 2nd by Wells
 On vote, **Motion Carried 5/0.**

Motion to accept the early retirement for Kurt Schneider due to health issues.
 Motion by Woolery and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

Motion to accept the IAFF Local 2781 Memorandum of Understanding as presented.
 Motion by Fay and 2nd by Wells
 On vote, **Motion Carried 5/0.**

Motion to authorize staff to engage services with a neutral third party to conduct a salary survey for the professional service contract.
 Motion by Woolery and 2nd by Wells
 On vote, **Motion Carried 5/0.**

ADJOURNMENT

The meeting was adjourned at 1944 by Chairman Waugh and Vice Chair Steinruck.

Snohomish County Fire District #7

Jamie Silva
 Secretary of the Board

DISCUSSION ITEMS



Ordinance / Resolution No. 2019- _____
RCW 84.55.120

WHEREAS, the Board Of Commissioners of Snohomish County Fire District 7 has met and considered its budget for the calendar year 2020 ; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 24,533,864.17 for the regular levy ; and,

WHEREAS, the population of this district is [X] more than or [] less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2020 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 245,338.64 which is a percentage increase of 1 % from the previous year. This increase is exclusive of

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of November , 2019 .

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



Ordinance / Resolution No. 2019-
RCW 84.55.120

WHEREAS, the Board of Commissioners of Snohomish County Fire District 7 has met and considered its budget for the calendar year 2020 ; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 7,342,509.76 for the EMS ; and,

WHEREAS, the population of this district is [X] more than or [] less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2020 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 73,425.10 which is a percentage increase of 1 % from the previous year. This increase is exclusive of

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of November , 2019 .

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

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SNOHOMISH COUNTY FIRE DISTRICT #7

RESOLUTION #2019-XX

A RESOLUTION APPROVING THE 2020 BUDGET

WHEREAS, The Board of Fire Commissioners have met and considered the financial requirements for the Fire District for the year 2020, and:

WHEREAS, The Board of Fire Commissioners have reviewed the budget proposals submitted by staff and made changes where appropriate.

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

- 1. The 2020 budget is hereby approved as submitted and attached hereto.

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT #7 THIS XX DAY OF NOVEMBER 2019.

Randy Fay, Commissioner

William Snyder, Commissioner

Jeff Schaub, Commissioner

Roy Waugh, Commissioner

Leslie Jo Wells, Commissioner

Randall Woolery, Commissioner

Attest to: Secretary to Board

CR2A AGREEMENT

This CR2A AGREEMENT is entered by and between Snohomish County Fire District No. 7 ("The District"), TCA Architecture-Planning, Inc. ("TCA") and Allied Construction Associates, Inc. ("Allied") as of October 30, 2019. The settlement was reached through the mediation conducted by Mike Scott beginning on July 12, 2019.

A. **Purpose of Agreement.** Allied has asserted claims against the District and the District has asserted claims against Allied and TCA arising out of the Fales Road Fire Station project. This Agreement is designed to resolve all claims, except as otherwise provided herein, and to avoid the expense and risks of litigation and/or arbitration. Neither this Agreement, nor the payment of money under the Agreement, shall be construed or characterized as an admission of liability or wrongdoing on the part of any party.

B. **Payment.** TCA and the District shall pay the sum of \$492,695.11 to Allied. The payment is inclusive of retainage, the unpaid contract balance, compensation for unresolved claims and change orders and any sales tax owed on amounts to be paid. The payment shall be made as follows:

The settlement funds will be paid within 32 days following execution of a formal settlement agreement.

- C. **Other Terms.** The following non-monetary terms apply:
1. Allied will obtain and deliver to the District signed waivers and releases of lien, retention or bond claim rights from any and all subcontractors and materialmen who have outstanding claims or balances indicating they will not be claiming such against the District.
 2. Any and all current liens or claims that have been filed by any subcontractors and/or materialmen will be released.
 3. Allied will guarantee that all subcontractors and materialmen have been paid, except for LaNacional and Superstructures, and Allied will defend and indemnify the District and TCA from any claims brought by any subcontractors or materialmen, including LaNacional and Superstructures, including all attorney's fees, costs and any other amounts incurred as a result of such claims.
 4. The District will execute a declaration in support of Allied's claims against La Nacional and Superstructures, provided the declaration contains only language the District is comfortable with.
 5. The District will forgive any claim against Allied concerning the concrete issue.
 6. The warranty expiration date of time based warranties under Allied's contact with the District is agreed to be January 29th 2020, which is one year following completion of the punch list repairs re the concrete trench drain.

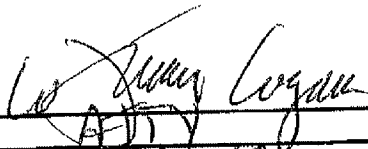
D. **Release and Discharge of Claims.** This Agreement is conditioned upon the mutual release of claims between the parties. Each party releases and discharges the past and present members, officers, principals, employees, consultants, assigns, insurers, reinsurers and successors of the other parties. The release by the District applies to known and reasonably discernable claims but shall not apply to latent defects.

E. **Resolution of Disputes.** Any interpretation of this Agreement shall be resolved by Mike Scott and the prevailing party shall be entitled to its attorney's fees incurred to enforce the terms of this Agreement.

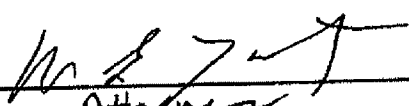
F. **Board Approval.** The terms of settlement are subject to approval by the Board of Fire District Commissioners. The District and its counsel shall make all reasonable efforts to obtain Board approval.

G. **Formal Settlement Agreement and Release.** Counsel will draft and circulate a formal settlement agreement and release incorporating the terms of this CR2A Agreement and all parties will sign such agreement within a reasonable period of time.

SNOHOMISH COUNTY FIRE DISTRICT NO. 7

By: 
Its: ATTY
Dated: 10-31-19

TCA ARCHITECTURE-PLANNING, INC.

By: 
Its: Attorney
Dated: 10/31/19

ALLIED CONSTRUCTION ASSOCIATES, INC.



By: Kelly on behalf of Meghan Davis

Its: Attorney

Dated: 11/5/19

per
11/5/19
email
action

ACTION ITEMS

SNOHOMISH COUNTY FIRE DISTRICT NO. 7

RESOLUTION NO. 2019-19

A RESOLUTION of the Board of Fire Commissioners (the "Board") of Snohomish County Fire Protection District No. 7 (the "District"), regarding approval of annexation of unincorporated area into the District.

WHEREAS, the District has received petitions (the "Annexation Petitions") signed by 100% of the owners of the area which has the legal descriptions attached hereto as Exhibit "A" and that includes properties having the tax parcel numbers attached hereto as Exhibit "B" (the "Territory");

WHEREAS, the Territory is an unincorporated area adjacent to the District, but not within the boundaries of any fire protection district, city or town;

WHEREAS, the Annexation Petitions appears to be in compliance with RCW 52.04.031;

WHEREAS, the Board of Commissioners for the District accepted the Annexation Petitions and fixed a date for a public hearing on 11/14/19, with notice of such hearing being appropriately posted and published according to law;

WHEREAS, on 11/14/19, a public hearing was held at which testimony from the public was taken concerning the annexation;

WHEREAS, the Board of Commissioners for the District finds that it would be in the public's best interest, welfare, safety and convenience that these Territories be annexed into the District; and

WHEREAS, pursuant to RCW 52.04.011, the Boundary Review Board must approve an annexation before the County may require the area to assume the District's indebtedness.

NOW, THEREFORE:

1. The Territories shall be annexed into the District, subject to review by the Snohomish County Boundary Review Board, if such jurisdiction is invoked.
2. Staff is directed to submit this resolution to the Snohomish County Boundary Review Board as provided in RCW 52.04.051 for further proceedings.

ADOPTED by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 14th day of November, 2019 of which notice was given in the manner provided by law, the following Commissioners being present and voting.

By: _____
RANDY FAY
Fire Commissioner

By: _____
LESLIE JO WELLS
Fire Commissioner

By: _____
WILLIAM SNYDER
Fire Commissioner

By: _____
ROY WAUGH
Fire Commissioner

By: _____
JEFF SCHAUB
Fire Commissioner

By: _____
RANDY WOOLERY
Fire Commissioner

ATTEST:

JAMIE SILVA
District Secretary

EXHIBIT "A"

Territory 1

Those portions of the West half of the Southeast quarter of Section 28, Township 27 North, Range 7 East, W.M. described as follows:

Beginning at the Southwest corner of the Southeast quarter of Section 28, Township 27 North, Range 7 East, W.M.;

Thence North, along the West line thereof, to the Northwest corner of said Southeast quarter of Section 28;

Thence East, along the North line of said Northwest quarter of the Southeast quarter, to the Northwestern right-of-way line of County Road as conveyed to Snohomish County by deed recorded under Auditor's File No. 200601100670, records of Snohomish County, Washington;

Thence Southwesterly, along said right-of-way line, to the South line of the North half of the Northwest quarter of the Southeast quarter of said Section 28;

Thence East, along the South line of said North half, to the Southeast corner thereof;

Thence South, along the East line of the West half of the Southeast quarter of said Section 28, to the Southeast corner of said West half;

Thence West, along the South line thereof, to the Point of Beginning.

Territory 2

That portion of the Northeast quarter of the Southwest quarter of Section 28, Township 27 North, Range 7 East, W.M. described as follows:

Beginning at the intersection of the West line of the West half of the East half of the Northeast quarter of the Southwest quarter of Section 28, Township 27 North, Range 7 East, W.M. with the centerline of United States of America, Department of Interior, Access Road as acquired by instrument recorded under Auditor's File No. 1282635;

Thence South $00^{\circ}08'46''$ West 820.78 feet to the North line of High Rock County Road Survey No. 533;

Thence Southeasterly, along North line of said County Road, to the East line of the West half of the East half of the Northeast quarter of the Southwest quarter of said Section 28;

Thence North $00^{\circ}06'23''$ East, along said East line, 861.31 feet to intersect said Department of Interior Access Road;

Thence, along said centerline, North $63^{\circ}13'14''$ West 162.24 feet; South $82^{\circ}31'46''$ West 140.99 feet; South $50^{\circ}38'46''$ West 60.28 feet to the Point of Beginning.

Territory 3

That portion of the Northwest quarter of the Southeast quarter of Section 18, Township 27 North, Range 7 East, W.M. described as follows:

Beginning at the Southwest corner of the South half of the South half of the North half of the Northwest quarter of the Southeast quarter of Section 18, Township 27 North, Range 7 East, W.M.

Thence East, along the South line of said South half to the Southeast corner thereof;

Thence North, along the East line of said South half to the Northeast corner of said South half of the South half;

Thence West, along the North line of said South half of the South half, to the Northwest corner

thereof;

Thence South, along the West line of said South half of the South half, to the Point of Beginning.

Territory 4

That portion of the Northwest quarter of the Southeast quarter of Section 18, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southeast quarter;

Thence South $00^{\circ}51'17''$ East, along the West line of said South half, a distance of 333.68 feet;

Thence North $87^{\circ}06'13''$ East a distance of 650.60 feet to the Northwest corner of Lot 8 of Record of Survey filed under Auditor's File No. 7706270144, records of Snohomish County, Washington, and the True Point of Beginning;

Thence continue North $87^{\circ}06'13''$ East a distance of 645.70 feet to the Northeast corner of said Lot 8;

Thence South $00^{\circ}51'17''$ East a distance of 338.94 feet to the Southeast corner of said Lot 8;

Thence South $87^{\circ}20'08''$ West a distance of 645.61 feet to the Southwest corner of said Lot 8;

Thence North $00^{\circ}51'17''$ West, along the West line of said Lot 8, a distance of 336.32 feet to the True Point of Beginning.

Territory 5

That portion of the Southeast quarter of Section 19, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Southeast corner of said Section 19;

Thence South $89^{\circ}54'54''$ West, along the South line thereof, a distance of 640.92 feet to the Southeast corner of Lot 18 of Record of Survey recorded under Auditor's File No. 7707080326, records of Snohomish County, Washington and the True Point of Beginning;

Thence continue South $89^{\circ}54'54''$ West, along the South line of said Lot 18, a distance of 679.94 feet to the Southwest corner thereof;

Thence North $03^{\circ}05'52''$ East, along the West line of said Lot 18, a distance of 315.34 feet to the Northwest corner thereof;

Thence East, along the North line thereof, a distance of 690.36 feet to the Northeast corner thereof;

Thence South $05^{\circ}00'00''$ West, along the East line thereof, a distance of 315.07 feet to the True Point of Beginning.

Territory 6

That portion of the Southeast quarter of Section 19, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Southeast corner of said Section 19;

Thence North $03^{\circ}57'18''$ East, along the East line thereof, a distance of 1345.51 feet;

Thence North $90^{\circ}00'00''$ West a distance of 884.18 feet to the Southeast corner of Lot 23 of Record of Survey recorded under Auditor's File No. 7707080326, records of Snohomish County, Washington and the True Point of Beginning;

Thence continue North $90^{\circ}00'00''$ West, along the South line of said Lot 18, a distance of 816.25

feet to the Southwest corner thereof;

Thence North $27^{\circ}02'55''$ East, along the West line thereof, a distance of 17.68 feet;

Thence North $08^{\circ}15'35''$ East, along said West line, a distance of 280.17 feet to the Northwest corner thereof;

Thence South $80^{\circ}37'33''$ East, along the North line thereof, a distance of 274.22 feet to a point of curvature to the left having a radius of 130.00 feet;

Thence Easterly, along said curve, an arc distance of 97.37 feet and consuming a central angle of $42^{\circ}54'45''$;

Thence North $90^{\circ}00'00''$ East, along the North line of said Lot 18, a distance of 456.54 feet to the Northeast corner thereof;

Thence South $11^{\circ}00'00''$ West, along the East line thereof, a distance of 263.27 feet to the True Point of Beginning.

Territory 7

That portion of the Northeast quarter of Section 19, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Northwest corner of the East half of said Section 19;

Thence South $02^{\circ}18'54''$ West, along the West line thereof, a distance of 1280.89 feet to the Northwest corner of Lot 41 of Record of Survey recorded under Auditor's File No. 7707080326, records of Snohomish County, Washington and the True Point of Beginning;

Thence North $90^{\circ}00'00''$ East, along the North line of said Lot 41, a distance of 525.61 feet to the Northeast corner thereof;

Thence South $00^{\circ}00'00''$ East, along the East line thereof, a distance of 341.50 feet to a point on the North line of Lot 40 of said survey;

Thence South $64^{\circ}30'00''$ East, along the North line of said Lot 40, a distance of 409.83 feet to the Northeast corner thereof;

Thence South $11^{\circ}33'13''$ West, along the East line thereof, a distance of 272.50 feet to the Southeast corner thereof;

Thence North $90^{\circ}00'00''$ West, along the South line of said Lot 40, a distance of 872.66 feet to the Southwest corner thereof;

Thence North $02^{\circ}18'54''$ East, along the West lines of said Lots 40 and 41, a distance of 785.56 feet to the True Point of Beginning.

Territory 8

That portion of the Northwest quarter of Section 29, Township 27 North, Range 7 East, W.M. described as follows:

Beginning at the Southwest corner of the West half of the Southeast quarter of the Northwest quarter of Section 29, Township 27 North, Range 7 East, W.M.;

Thence East, along the South line of said West half, to the Southeast corner thereof;

Thence North, along the East line of said West half, to the South right-of-way line of Lake Fontal Drive;

Thence Westerly, along said South right-of-way line, to the West line of said West half;

Thence South, along said West line, to the Point of Beginning.

Territory 10

That portion of the Northeast quarter of Section 32, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Northeast corner of the South half of the Northeast quarter of Section 32, Township 27 North, Range 7 East, W.M.;

Thence South $88^{\circ}30'09''$ West, along the North line of said South half, a distance of 930.04 feet to the Northeast corner of Lot 4, Second Addition to Mountain View Park, according to the Plat thereof recorded under Auditor's File No. 7804110271, records of Snohomish County, Washington and the True Point of Beginning;

Thence South $26^{\circ}21'49''$ West, along the East line thereof, a distance of 439.35 feet to the Southeast corner thereof;

Thence North $72^{\circ}14'08''$ West, along the South line thereof, a distance of 50.0 feet to a point of curvature to the right having a radius of 270.0 feet;

Thence Northwesterly, along said curve, an arc distance of 104.93 feet and consuming a central angle $22^{\circ}16'01''$ to the Southwest corner of said Lot 4;

Thence North $30^{\circ}37'51''$ East, along the West line of said Lot 4, a distance of 460.40 feet to the Northwest corner thereof;

Thence North $88^{\circ}30'09''$ East, along said North line, a distance of 135.0 feet to the True Point of Beginning.

Territory 11

That portion of the Northeast quarter of Section 32, Township 27 North, Range 7 East, W.M. described as follows:

Commencing at the Northeast corner of the South half of the Northeast quarter of Section 32, Township 27 North, Range 7 East, W.M.;

Thence South $88^{\circ}30'09''$ West, along the North line of said South half, a distance of 1905.04 feet;

Thence South $01^{\circ}29'51''$ East a distance of 127.99 feet;

Thence North $86^{\circ}32'42''$ West a distance of 31.23 feet;

Thence South $03^{\circ}27'18''$ West a distance of 60.00 feet to a point on the North line of Lot 8, Second Addition to Mountain View Park, according to the Plat thereof recorded under Auditor's File No. 7804110271, records of Snohomish County, Washington and the True Point of Beginning;

Thence South $86^{\circ}32'42''$ East, along the North line of said Lot 8, a distance of 127.41 feet to the Northeast corner thereof;

Thence South $18^{\circ}02'04''$ East, along the East line of said Lot 8, a distance of 180.64 feet to the Southeast corner thereof;

Thence South $58^{\circ}54'58''$ West, along the South line of said Lot 8, a distance of 255.70 feet to the Southwest corner thereof;

Thence North $13^{\circ}03'04''$ West, along the West line of said Lot 8, a distance of 216.69 feet to a point of curvature to the right having a radius of 82.00 feet;

Thence Northeasterly, along said curve, an arc distance of 152.43 feet and consuming a central angle of $106^{\circ}30'22''$ to the True Point of Beginning.

EXHIBIT "B"**Territory 1**

27072800400300
27072800400400
27072800400500
27072800400600
27072800401000

Territory 2

27072800300200
27072800300201

Territory 3

27071800400200

Territory 4

27071800402700

Territory 5

27071900402200

Territory 6

27071900400300

Territory 7

27071900100700
27071900100800
27071900102600

Territory 8

27072900201100
27072900201101

Territory 10

00668900000400

Territory 11

00668900000800

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN
SNOHOMISH COUNTY FIRE DISTRICT 7 AND THE CITY OF BELLINGHAM**

This Agreement, made and entered into by and between Snohomish County Fire District 7, in the State of Washington, with an office located at 163 Village Court, Monroe, WA 98272 (hereinafter referred to as "Snohomish County Fire District 7") and the City of Bellingham, Washington, a political subdivision of the State of Washington (hereinafter referred to as "City of Bellingham"), (collectively "Parties").

WITNESSETH that:

- A. The Parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding and purchasing structure charged with the function of securing equipment, goods and services within the limits of all appropriate bidding laws of the State of Washington and the individual jurisdictions; and
- B. The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between governmental agencies; and
- C. It has been determined by each of the Parties hereto that it would be in the best interests of the citizens of their respective jurisdictions if, in some circumstances, the purchase of equipment, goods and services, can be purchased through a bidding or purchasing process made up of more than one jurisdiction in the State of Washington; and
- D. The Parties hereto desire and by this agreement enter into an Intergovernmental Cooperative Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the Parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, procedures as established by the Parties hereto and the State of Washington. The Parties may elect not to exercise their right under this Agreement every year but may do so at any time the Agreement remains in effect; and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the Parties hereto agree as follows:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 35 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby contract to cooperatively purchase goods, services and equipment as a result of competitive bidding or other lawful purchasing procedure and within the specifications established by and for Snohomish County Fire District 7 and the City of Bellingham. Once the bidding or other purchasing procedure has been finalized and the Parties have been notified, both

Parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor.

Snohomish County Fire District 7 and the City of Bellingham agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be perceived as selected by the other party.

Snohomish County Fire District 7 and the City of Bellingham accept no responsibility for the performance of any contracts by the contractor, and Snohomish County Fire District 7 and the City of Bellingham accept no responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow the Parties the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation. Any property acquired by a party under this Agreement is the sole and separate property of that party.

2. No Obligation to Purchase. Each party reserves the right to contract independently for the purchase of any particular class of equipment, goods, or services with or without notice to the other party.

The Parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated by either party. It may be terminated by either party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification.

Snohomish County Fire District 7 agrees to indemnify, defend and hold the City of Bellingham, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the tortious negligent acts, errors or omissions of Snohomish County Fire District 7, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Snohomish County Fire District 7 breach of this Agreement.

The City of Bellingham agrees to indemnify, defend and hold Snohomish County Fire District 7, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the tortious negligent acts, errors, or omissions of Bellingham, its employees or agents.

6. Survival. The provisions of Section 5 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Contact Persons. The Parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. SNOHOMISH COUNTY FIRE DISTRICT 7:

SNOHOMISH COUNTY FIRE DISTRICT 7
ATTN: SNOHOMISH COUNTY FIRE DISTRICT 7
163 VILLAGE COURT
MONROE, WA 98272
360-344-9788 PHONE

b. CITY OF BELLINGHAM:

CITY OF BELLINGHAM
ATTN: PURCHASING MANGER
2221 PACIFIC STREET
BELLINGHAM, WA 98229
360-778-7750 PHONE

8. Administration. No separate legal or administrative entity is created by this Agreement.

9. Recording. A copy of this Agreement shall be recorded in the City of Bellingham's Finance Office.

10. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own

attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be in the City of Bellingham if the bid is issued by the City of Bellingham or in Snohomish County Fire District 7 if the bid is issued by Snohomish County Fire District 7. Failure of the City of Bellingham or Snohomish County Fire District 7 to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

Agreed to on this _____ day of _____, 2019.

APPROVED: SNOHOMISH COUNTY FIRE DISTRICT 7 APPROVED: CITY OF BELLINGHAM

Printed Name

Kelli Linville, Mayor

Signature

Approved as to Form:

Title

City Attorney

Signature (if needed)

Finance Director

Title

Department Head

SCFD 7 Budget Amendment #3

GENERAL FUND:				
REVENUE ITEMS:	new revenue amt.	original budgeted	\$ change	
Local Grants (Rescue Swimmer Grant+ Training Tech/Tools Grant)	\$ 10,000	\$ -	\$ 10,000	
Additional GEMT Revenues	\$ 6,965,580	\$ 4,753,977	\$ 2,211,603	
Total Revenue Increases (Decreases)	\$	\$	\$ 2,221,603	
EXPENDITURE CHANGES:				
EXPENDITURE ITEMS:	new expenditure amt.	original budgeted	\$ change	
Rescue Swimmer Equipment (Shelter)	\$ 35,730.00	\$ 30,730	\$ 5,000	
Election Costs -additional elections	\$ 95,000	\$ 32,300	\$ 62,700	
GEMT Services- PCG	\$ 37,500	\$ -	\$ 37,500	
GEMT Services - Central Pierce Fire & Rescue	\$ 10,186	\$ -	\$ 10,186	
Facilities- temp employee	\$ 30,000	\$ -	\$ 30,000	
Transfer to Emergency Reserve	\$ 2,315,000	\$ 1,433,000	\$ 882,000	
Transfer to Apparatus Fund	\$ 3,672,000	\$ 2,500,000	\$ 1,172,000	
total expenditure increases (decreases)		\$	\$ 2,199,386	
Net increase (decrease) in fund balance			\$ 22,217	

EMERGENCY RESERVE FUND:				
REVENUE ITEMS:	new revenue amt.	original budgeted	\$ change	
Inter-Fund Transfers In (from General Fund)	\$ 2,315,000	\$ 1,433,000	\$ 882,000	
Total Revenue Increases (Decreases)		\$	\$ 882,000	
Net increase (decrease) in fund balance			\$ 882,000	

APPARATUS FUND:			
REVENUE ITEMS:	new revenue amt.	original budgeted	\$ change
Inter-fund Transfers In (from General Fund)	\$ 3,672,000	\$ 2,500,000	\$ 1,172,000
Total Revenue Increases (Decreases)	\$	\$	\$ -
Net increase (decrease) in fund balance	\$	\$	\$ 1,172,000

CONSTRUCTION FUND:			
EXPENDITURE ITEMS:	new expenditure amt.	original budgeted	\$ change
Inter-fund Transfers Out (to Bond Fund)	\$ -	\$ 250,000	\$ (250,000)
Total Expenditure Increases (Decreases)	\$	\$	\$ -
Net increase (decrease) in fund balance	\$	\$	\$ 250,000

BOND FUNDS:			
BEGINNING FUND BALANCE CHANGE:	actual balance	original budgeted	\$ change
Beginning Cash Balance - County cash & Investments	\$	\$	\$ -
REVENUE ITEMS:	new revenue amt.	original budgeted	\$ change
Inter-fund Transfer in (from Construction Fund)	\$ -	\$ 250,000	\$ (250,000)
Total Revenue Increases (Decreases)	\$	\$	\$ (250,000)
Net increase (decrease) in fund balance	\$	\$	\$ (250,000)

dated 11/14/2019

MOTION:
Motion to approve budget amendment #2 as presented above :

Randy Fay

Jeff Schaub

William Snyder

Roy Waugh, Chairman

Leslie Jo Wells

Randall Woolery

Secretary to the Board

**LAKE STEVENS FIRE
REGULAR BUSINESS**

MINUTES

**Board of Fire Commissioners
Open House / Recognition Ceremony
Special Meeting Minutes**

Fire Station 81
12409 – 21st Street NE, Lake Stevens, WA 98258

October 29, 2019

1800 hours

CALL TO ORDER

Vice Chair Steinruck called the meeting to order at 1815 hours.

PLEDGE OF ALLEGIANCE

ATTENDANCE

Vice Chair Steinruck, Commissioner Gagnon, Chief O'Brien, Deputy Chief Huff, Deputy Chief/Fire Marshal Messer, various members from Lake Stevens Fire and Fire District 7, various members from the Lake Stevens community, and Communications Director/District Secretary Laana Larson.

Chairman Elmore is an excused absence.

LAKE STEVENS FIRE OPEN HOUSE

No formal business will be conducted by the Board, but a quorum of the Board may be present.

Lake Stevens Fire thanked the Lake Stevens community for their amazing support over the years and announced the 2019 Honorary Member Gary O'Rielly.

Lake Stevens Fire also recognized the following members:

Firefighters / EMTs – Fatkin, Harding, Jacobs, Kraski, McGrew, Millich, McCann, Murdock, Perron, B. O'Brien, and C. Welch

Paramedic / Firefighter - Kukhotskaya

Captains - Aamold, Defenbaugh, Dillon and Kees

Medical Services Officer – Rasmussen

Executive Fire Officer Program Graduate – Fire Chief O'Brien

ADJOURNMENT

Chairman Steinruck adjourned the meeting at 1900 hours.

Minutes respectfully submitted by Laana Larson, Communications Director/District Secretary.

Chairman Troy Elmore

Vice Chair Jim Steinruck

Commissioner Gagnon

Fire Chief Kevin K. O'Brien

**LAKE STEVENS
FIRE**

Phone: 425.334.3034
Fax: 425.334.6981
www.lsfire.org

"Touching Lives Today ~ Planning for Tomorrow"

Fire Commissioners:
Troy Elmore, Paul Gagnon, Jim Steinruck
Fire Chief Kevin K. O'Brien

1825 South Lake Stevens Road
Lake Stevens, WA 98258

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

Fire District 7 Station 31 Training Room
163 Village Court, Monroe, WA 98272

October 30, 2019

1730 hours

CALL TO ORDER

Both Vice Chair Steinruck and Chairman Waugh called the meeting to order at 1730 hours.

PLEDGE OF ALLEGIANCE

ATTENDANCE

Present for LSF: Vice Chair Steinruck, Commissioner Gagnon, Chief O'Brien, Deputy Chief Huff, Deputy Chief/Fire Marshal Messer, Director of Finance & Administration Leah Schoof, Legal Counsel Brian Snure, and Director of Communication/District Secretary Laana Larson.

Chairman Elmore was absent with prior notice.

Present for District 7: Chairman Waugh, Commissioner Fay, Commissioner Schaub, Commissioner Wells, Commissioner Woolery, HR Director Pamella Holtgeerts, HR Analyst Kendra Johnson, Assistant Chief/District Secretary Silva, Assistant Chief Andrews, Deputy Chief Dorsey, Deputy Chief Fitzgerald, CFO Camille Tabor, District Administrative Coordinator Denise Mattern.

Commissioner Snyder and Chief Meek were absent with prior notice.

FIRE DISTRICT 7 REGULAR BUSINESS

UNION COMMENT

IAFF: President Michael McConnell thanked Chief O'Brien and Lake Stevens Fire for a great open house the prior night and for the opportunity to speak at it for the future of the organization and also to the Board for the upcoming preparations of the merge and the requested patience for all involved in the process. He called attention to the MOU before the board tonight and asking for their support in that.

FIRE CHIEF REPORT

CONSENT AGENDA

Approve Vouchers

- Benefit Vouchers: #19-02497 - #19-02504; (\$407,157.70) *Previously Signed*
- Benefit Voucher: #19-02514; (\$157,799.56) *L&I Taxes*
- AP Vouchers: #19-02156 - #19-02674; (\$243,325.74)

Approve Payroll

October 31, 2019; (\$797,780.62)

Approval of Minutes

Approve Regular Board Meeting Minutes – October 10, 2019

Motion to approve the Consent Agenda as submitted.
 Motion by Schaub and 2^d by Wells
 On vote, **Motion Carried 5/0.**

DISCUSSION ITEM

Resolution 2019-19 – Annexation of Unincorporated Areas

Assistant Chief Silva noted there would be a public hearing at a regular board meeting on November 14 at 1730 and then the resolution will be up for approval. This is the same one that the board has seen before. This was all done by petitions so everyone included wanted to participate. It was noted that this includes 17 properties out of about 400.

Budget Amendment #3

CFO Camille explained that two grants were received and is adding \$10,000 to the revenue budget as well as expected additional GEMT revenue for the 2018 state fiscal year and about \$100,000 from 2016 for a total increased revenue of \$2,221,603. Rescue swimmers want to spend that \$5,000 Rescue Swimmer Grant on a shelter, the invoice was received for the election costs. Also GEMT Services that had to be paid to PCG (agency who collected the data) and Pierce County Fire and Rescue (helped front the funds to get the GEMT program started). A temporary employee was added to the Facilities department to help as well as transfers to the Emergency Reserve and Apparatus Funds for total additional General Fund expenditures of \$22,217.

Apparatus Fund movement, in 2020 6 new engines are slated to be purchased for the new combined district and funds need to be increased to accommodate that. \$250,000 were to be moved from the Construction Fund to the Bond Fund, it is clear it will not be needed.

Commissioner Waugh had asked for the District to draft a letter to Central Pierce Fire and Rescue to thank them for their aid in this program.

ACTION ITEM

Policy 1-33 – Meals, Lodging, Travel and Incidentals

Commissioner Schaub called attention to the language in the policy that states that mileage reimbursement is to be calculated from the headquarters station or the member's residence, whichever is shorter.

Motion to approve Policy 1-33 Meals, Lodging, Travel and Incidentals as submitted.
 Motion by Wells and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

Emergency Medical Supplies – Accepting a Request for Proposal

Deputy Chief Dorsey noted that this is a project they've been working on most the year which resulted recently going out to bid in which there were three vendors. The first vendor was disqualified as they did not meet many of the requirements. The two remaining bids were included in the board packet with a recommendation to award the bid to Bound Tree with some of their benefits being that they had redundant warehouses so that in a disaster supplies would still be available, could mobilize quickly to get supplies to the District quickly, and were also the lowest bid. If approved, Dorsey would then begin to negotiation the final details with them.

Motion to Emergency Medical Supply Request for Proposal as submitted.
 Motion by Fay and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

COMMISSIONER COMMITTEE REPORTS**Joint Fire Board with Mill Creek (Fay / Woolery / Waugh):** TBD / Mill Creek City Hall**Finance Committee (Waugh / Wells / Snyder):** October 29, 2019 – 14:00 / District 7 Admin Bldg. Reviewed the preliminary view of the 2020 combined budget and if the levy doesn't pass the effect on the budget looked pretty significant. Kudos to the staff for their work in combining these budget items with Lake Stevens and was noted to be a lot of hard work. Staff presentations will take place at the November 14 Regular Board Meeting.**Policy Committee (Wells / Woolery / Schaub):** TBD / Admin Bldg. Commissioner Schaub inquired if the new policies agreed upon and was confused as to where they were at. Assistant Chief Silva clarified that the plan is to adopt District 7 policies come January 1 and the policy committee will begin reviewing all the policies at that time.**Risk Management (Schaub):** November 5, 2019 – 19:00 / Snohomish Co. FD 22.**Labor/Management (Waugh / Wells / Fay):** TBD**Impact Bargaining – IAFF Local 2781 (Waugh, Wells, Fay):** Monday, October 28, 2019 – 13:00 / Admin Bldg.**Impact Bargaining – Teamsters (Wells):** TBD**Shop Committee – (Snyder / Woolery / Fay):** TBD. Suggests the shop committee schedule a meeting to look at the shop rates. It was noted that there are plans being worked on with plans for a meeting soon. Commissioner Woolery believed that Steve planned on having the rates on November 18th at 1700.**Strategic Plan Committee – (Fay / Schaub / Wells)****Capital Facilities Committee - (Schaub / Snyder / Woolery):** It was noted that there are a couple more Commissioners that still need tours.**OTHER MEETINGS ATTENDED****Snohomish County 911 (Waugh):** Bylaws changes that take no action but emails and letters have gone out regarding it. Sno911 and the purchase of the new radio system. The antenna is not functioning at the level the RFP indicated it was supposed to so they are looking into this correction. Brief discussion took place surrounding the radios and inventory.**Regional Coordination:****Leadership Meeting (Fay / Schaub / Wells):** Wednesday December 4, 2019 – 09:00 / Sta 31 – Training Room**Sno-Isle Commissioner Meeting:** Thursday, November 7, 2019 – 19:30 at Getchell Fire.**OLD BUSINESS** None**CALL ON COMMISSIONERS** None**EXECUTIVE SESSION**

Executive Session for District 7 was moved to be conducted after Joint Business.

LAKE STEVENS FIRE REGULAR BUSINESS**ADDITIONAL AGENDA ITEMS** None**MINUTES**

Minutes 19-10-10

Motion to approve the October 10, 2019 Commissioner Meeting minutes as submitted.
 Motion by Gagnon and 2nd by Steinruck.
 Vote Passed, Chairman Elmore is an excused absence.

FINANCIAL REPORT

Investment Report

Vouchers

Motion to approve Expense Vouchers 191002001 through 191002047 dated October 30, 2019 in the total amount of \$193,824.32 as submitted.
 Motion by Steinruck and 2nd by Gagnon.
 Vote Passed, Chairman Elmore is an excused absence.

Motion to approve Capital Replacement Voucher 191003001 dated October 30, 2019 in the total amount of \$10,385.90 as submitted.
 Motion by Gagnon and 2nd by Steinruck.
 Vote Passed, Chairman Elmore is an excused absence.

Payroll

Motion to approve the October 2019 Payroll in the total amount of \$671,476.26 as submitted.
 Motion by Steinruck and 2nd by Gagnon.
 Vote Passed, Chairman Elmore is an excused absence.

Expense Line Item Review Summary & Reports
 Three additions were noted in the expense accounts.

CORRESPONDENCE None**OLD BUSINESS****Discussion**

Merger with Fire District 7

Fire Station 84: Tours are coming up but there was nothing new to report.

Temporary Lake Stevens Fire Office: Establishing a temp office at Station 82 with one person to help customers there.

Action None

NEW BUSINESS**Discussion**

Chief Andrews commented that 11 members were out on a strike team right now and were assigned to the Kincaid fire, winds had died down and they were able to make some progress.

Action

None

CHIEF'S REPORT

- Driver / Operator Testing Update: Completed the Driver Operator test with 10 of the 12 driver operators in place November 1st with two current acting positions, 2 candidates are finishing the process who were out

on L&I and are expected to complete that by Dec 1.

- Training Captain Testing Update: Keith Terry will be promoted to Training Captain effective November 1 reporting to Station 71.
- Open House / Recognition Ceremony Update: Open House at Station 81 where they swore in 10 firefighters, a Captain, an MSO, and a new Paramedic. A lot of Lake Stevens Fire community came out and it was nice to take time to thank them for the many years of support.
- Recruit Academy Update: All of them are doing very well with recruit evaluations on October 31, 2019.
- A new budgeted replacement boat (rigid inflatable - Boat 82 has been put into service.
- Harvest Festival on Halloween, 5-8pm Thursday October 31, Downtown Lake Stevens We will be participating with a booth and Touch a Truck with the rigs, calls permitting.
- Looking forward to the Lake Stevens Fire Awards Banquet this Saturday, November 2 at Tulalip Casino.

GOOD OF THE ORDER

Vice Chair Steinruck commented that there was a wonderful celebration at Station 81 on October 29th. It was nice to see both District 7 and Lake Stevens mingling and the nice words that Union President McConnell stated while there. He also recognized Chief O'Brien for his graduation from the Executive Fire Academy that occurred last February.

JOINT MEETING BUSINESS

DRAFT BOARD RULES AND POLICIES

Chairman Waugh addressed standing committees. Commissioners are to email Commissioner Waugh their interest in being on any of the committees.

It was clarified that the Labor/Management Committee negotiates contracts and MOU's and stays ahead of concerns/issues.

There will also be a new Government Liaison/Community Outreach Committee (committee name still TBD): 2 assigned per region. This committee will deal with relationships with other City and County committees.

MEETING RULES OF ENGAGEMENT

MERGER MANAGEMENT PLAN

Chief O'Brien handed out an updated team structure to the Board and presented the new team structure. The structure was presented as though the levy is passing, if not there will be a need for adjustments.

He then presented an incident briefing plan for the merged district.

He noted there still remains one position unfilled, EMS Deputy Chief, with a notice going out Thursday to fill that position from the Lieutenant level and up.

FUTURE BOARD SIZE

Attorney Brian Snure asked the Board if they would like him to take lead on this topic or if someone on the Board would like to. The legal issue being that by statute, the Commissioners of a 5 position Fire District cannot elect to go to a 7-position board but yet a 3 position Board can elect to become a 7 position board. It was noted to be a logistical error in language that will need correcting. The Board agreed to let Attorney Snure take the lead for this.

CULTURAL INTEGRATION TEAM Nothing new to report.

NAME WORK GROUP

Meeting November 7, 2019

NEXT JOINT COMMISSIONER MEETING

5:30pm Thursday, November 14 at the Fire District 7 Station 31 Training Room

DISTRICT 7 EXECUTIVE SESSION

The Commissioners went into Executive Session at 1840 for thirty (30) minutes to discuss the IAFF Bargaining-Memorandum of Understanding per RCW 42.30.140(4)(a) and three Staff Contracts per RCW 42.30.110(1)(g).

At 1910 hours Chairman Waugh announced to the public that the executive session would be continued for an additional 30 minutes.

Regular session resumed at 1940 with the following actions:

Motion to accept the 2020 submitted retirement dates for Eric Andrews, Duane Stai, Jeff Chittenden, Rick Peters and Gary Meek as presented.
 Motion by Woolery and 2nd by Wells
 On vote, **Motion Carried 5/0.**

Motion to accept the early retirement for Kurt Schneider due to health issues.
 Motion by Woolery and 2nd by Schaub
 On vote, **Motion Carried 5/0.**

Motion to accept the IAFF Local 2781 Memorandum of Understanding as presented.
 Motion by Fay and 2nd by Wells
 On vote, **Motion Carried 5/0.**

Motion to authorize staff to engage services with a neutral third party to conduct a salary survey for the professional service contract.
 Motion by Woolery and 2nd by Wells
 On vote, **Motion Carried 5/0.**

ADJOURNMENT

The meeting was adjourned at 1944 by Chairman Waugh and Vice Chair Steinruck.

Snohomish County Fire District #7

Jamie Silva
 Secretary of the Board

FINANCIAL REPORTS

ACCOUNTS PAYABLE

LAKE STEVENS FIRE
MCAG #: 1308

Expense Fund
As Of: 11/14/2019

Time: 12:32:56 Date: 10/24/2019
Page: 1

Accts Pay #	Received	Date Due	47367	Vendor	Amount	Memo
10485	10/16/2019	11/14/2019	47367	ACROSS THE STREET PRODUCTIONS	3,680.00	INCIDENT MGMT TRAINING PROG-BLUE CARD RENEWAL
10481	10/10/2019	11/14/2019	601	CENTRAL WELDING SUPPLY CO, INC	125.17	OXYGEN
10491	10/17/2019	11/14/2019	1045	CITY OF EVERETT UTILITIES	27.96	WATER-S84-SEPT 2019
10477	10/08/2019	11/14/2019	37809	COMCAST	136.01	TELEPHONE NETWORKS-S83 INTERNET SER
10471	09/30/2019	11/14/2019	866	DICK'S TOWING INC	1,402.57	VEHICLES-CONTRACTED REPAIR/TOWING-A83/ESC55
10473	10/30/2019	11/14/2019	40870	ESO SOLUTIONS, INC	872.92	IT SOFTWARE-ANNUAL AGREEMENT
10472	10/10/2019	11/14/2019	49052	FOSTER PRESS, LLC.	371.96	EMPLOYEE SERVICE RECOGNITION-AWARDS FOR OPEN HOUSE
10496	10/16/2019	11/14/2019	41350	FRONTIER	1,079.54	TELEPHONE NETWORKS-NOV 2019
10490	10/04/2019	11/14/2019	50142	GALLS, LLC.	815.94	UNIFORMS-SHIRTS/PANTS/NAMETAGS
10495	10/22/2019	11/14/2019	51953	IQ DIRECT	3,750.00	NEWLETTERS-NOV 2019-EST POSTAGE
10487	10/15/2019	11/14/2019	45596	IS OUTSOURCE INC	4,341.00	IT SERVICES & SUPPORT
10493	10/21/2019	11/14/2019	49735	LAKE STEVENS ATHLETIC CLUB	109.00	FITNESS-S81-OCT GYM FEES
10474	10/04/2019	11/14/2019	31679	MUNICIPAL EMERGENCY SERVICES, INC	1,133.96	PROTECTIVE GEAR-NIGHTHAWK BOOTS
10479	10/07/2019	11/14/2019	5721	ORION MEDICAL SUPPLY, INC.	88.88	MEDICAL SUPPLIES
10469	10/10/2019	11/14/2019	5661	PUGET SOUND ENERGY	144.29	NATURAL GAS-HQ
10497	10/31/2019	11/14/2019	45967	REPUBLIC SERVICES	200.84	GARBAGE-S81-OCT 2019
10476	09/30/2019	11/14/2019	44572	SECURE PACIFIC CORPORATION	197.92	FACILITIES-EQUIPMENT REPAIR/TESTING-SERVICE CALL
10484	10/15/2019	11/14/2019	49455	SHANNON'S HOUSE CLEANING	640.00	CLEANING SERVICE-SEPT 2019
10501	10/23/2019	11/14/2019	7112	SNOH COUNTY FIRE DIST #08 (PETTY CASH)	781.74	REIMBURSEMENTS-FUEL/PPE EYEWEAR/CHAPLAIN MTG-ALS/BLS REFUND
10500	10/23/2019	11/14/2019	12190	SNOH COUNTY FIRE DIST #08 (TRAVEL)	1,768.15	EMS/CATEGORY 1-EMS EXPO
10470	10/04/2019	11/14/2019	50184	SNOH COUNTY FIRE DIST #07	16,839.19	OVERTIME-FILL IN HOURS-SEPT 2019/DISBURSEMENT OF INSPECTION FEES
10492	10/18/2019	11/14/2019	50184	SNOH COUNTY FIRE DIST #07	2,344.58	FS/OPER-CONFERENCE/PARAMEDIC SCHOOL RENT/COMMISSIONER RETREAT MEALS-1/2 COST
10482	09/30/2019	11/14/2019	7619	SNOHOMISH COUNTY FINANCE DEPT.	787.46	SNO CO FINANCIAL SERVICES-3RD QTR-AP/PAYROLL BILLING
10475	10/14/2019	11/14/2019	2827	SNOHOMISH COUNTY PUD #1	2,235.95	ELECTRICITY/WATER
10483	10/07/2019	11/14/2019	27307	SOUND PUBLISHING, INC.	134.40	ADVERTISING-TRAFFIC STUDY-RFQ
10489	10/18/2019	11/14/2019	50289	SYSTEMS DESIGN WEST, LLC	4,697.55	AMBULANCE SERVICES-SEPT 2019
10503	10/24/2019	11/14/2019	7114	US BANK	9,671.92	TRAINING-NW LEADERSHIP, ANNUAL RETREAT, RECOGNITION
10478	10/10/2019	11/14/2019	3272	WA ST AUDITORS OFFICE	6,914.86	STATE AUDIT
10494	10/21/2019	11/14/2019	6743	WA ST EMPLOYMENT SECURITY DEPT.	844.09	EMPLOYMENT SECURITY-Q3/2019 BENEFIT CHARGE

ACCOUNTS PAYABLE

LAKE STEVENS FIRE
MCAG #: 1308

Expense Fund
As Of: 11/14/2019

Time: 12:32:56 Date: 10/24/2019
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
10498	10/03/2019	11/14/2019	50605	WAVE BUSINESS	1,536.90 TELEPHONE NETWORKS
10499	10/23/2019	11/14/2019	31544	WELLSPRING GROUP	178.36 EMPLOYEE ASSISTANCE PROGRAM-OCT 2019
Report Total:				67,853.11	

DATE: _____

Chief Kevin O'Brien

Larry Huff - Deputy Chief Operations



Leah Schoof - Director of Finance and Administration

Paul Gagnon - Commissioner

Troy Elmore - Commissioner

Jim Steinruck - Commissioner

ACCOUNTS PAYABLE

LAKE STEVENS FIRE
MCAG #: 1308

Strategic Fund
As Of: 11/14/2019


Time: 10:58:51 Date: 10/24/2019
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
10488	10/15/2019	11/14/2019	46136		
			LAWHEAD ARCHITECTS P.S.	19,287.50	PROFESSIONAL CONSULTANTS-S84 SER-9/1-10/1/19
			522 10 41 000-5 Professional Consultants	10,500.00	S84 FIRE STUDY-SER-(9/1-10/1/19)
			522 10 41 000-5 Professional Consultants	8,787.50	S84-FIRE STUDY-SER-(8/1-9/1/19)
Report Total:				19,287.50	
Fund					
005 2019 Strategic Fund 776-5818666				19,287.50	

DATE: _____

Chief Kevin O'Brien

Larry Huff - Deputy Chief Operations



Leah Schoof - Director of Finance and Administration

Paul Gagnon - Commissioner

Troy Elmore - Commissioner

Jim Steinruck - Commissioner

ACCOUNTS PAYABLE


LAKE STEVENS FIRE
MCAG #: 1308

Capital Initiative
As Of: 11/14/2019

Time: 10:57:45 Date: 10/24/2019
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
10502	10/24/2019	11/14/2019	7114 US BANK	3,754.67	S81-METAL SHELTER/PRE-INCIDENT SOFTWARE
	594 22 62	120-2 Stations	301 000 594 2019 Capital In	3,054.67	S81-METAL SHELTER
	594 22 64	300-2 Technology	301 000 594 2019 Capital In	700.00	PRE-INCIDENT SOFTWARE LICENSE
Report Total:				3,754.67	
Fund					
301 2019 Capital Initiative Fund 776-582				3,754.67	

DATE: _____

Chief Kevin O'Brien


Leah Schoof - Director of Finance and Administration

Larry Huff - Deputy Chief Operations

Paul Gagnon - Commissioner

Troy Elmore - Commissioner

Jim Steinruck - Commissioner

ACCOUNTS PAYABLE

LAKE STEVENS FIRE
MCAG #: 1308

Capital Replacement
As Of: 11/14/2019

Time: 10:58:19 Date: 10/24/2019
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
10480	10/09/2019	11/14/2019	7212	12,554.64	EQUIPMENT-PARAPAC VENTILATOR
	594 22 64	200-3	Equipment		
			300 000 594 2019 Capital R	12,554.64	PARAPAC PLUS WITH PEEP, CPAP, AND MAN CONTROL


Report Total: 12,554.64

Fund	
300 2019 Capital Replacement Fund 776-57	12,554.64

DATE: _____

Chief Kevin O'Brien

Larry Huff - Deputy Chief Operations



Leah Schoof - Director of Finance and Administration

Paul Gagnon - Commissioner

Troy Elmore - Commissioner

Jim Steinruck - Commissioner

SIGNATURE AUTHORIZATION LAKE STEVENS FIRE

November 2019



I, the undersigned, do hereby certify that the foregoing payroll is just, true and correct, that the persons whose names appear thereon actually performed labor as stated on the dates shown, that the amounts are actually due and unpaid, and that salary warrants and related benefit warrants shall be issued.

Department Head Signature

Lake Stevens Fire District 8
District Name

Amount approved for November payroll dated on 11/30/2019

Prepared by: Leah Schoof
Payroll Clerk

Allowed in the sum of: \$926,478.01

Approved by the Commissioners:

Chairman Troy Elmore

Commissioner James Steinruck

Commissioner Paul Gagnon

ACTING	\$33.60	HOLIDAY	\$4,534.92	OT	\$1,824.96	REGULAR	\$5,387.40	REGULAR	\$9,279.98
ACTING	\$107.80	HOLIDAY	\$4,578.12	OT	\$1,827.50	REGULAR	\$5,495.15	REGULAR	⁶⁵ \$9,324.81
ACTING	\$117.60	HOLIDAY	\$4,578.12	OT	\$2,321.04	REGULAR	\$5,964.61	REGULAR	\$9,324.81
ACTING	\$295.20	HOLIDAY	\$4,578.12	OT	\$2,622.97	REGULAR	\$5,964.61	REGULAR	\$9,324.81
	\$554.20	HOLIDAY	\$4,710.96	OT	\$2,933.94	REGULAR	\$5,964.61	REGULAR	\$9,459.30
		HOLIDAY	\$4,737.96	OT	\$2,942.34	REGULAR	\$5,964.61	REGULAR	\$9,958.78
HOLIDAY	\$575.78	HOLIDAY	\$4,760.64	OT	\$4,033.25	REGULAR	\$5,964.61	REGULAR	\$10,106.60
HOLIDAY	\$575.78	HOLIDAY	\$4,784.40	OT	\$4,165.54	REGULAR	\$5,964.61	REGULAR	\$10,107.13
HOLIDAY	\$575.78	HOLIDAY	\$4,784.40	OT	\$4,486.59	REGULAR	\$6,015.98	REGULAR	\$10,245.28
HOLIDAY	\$575.78	HOLIDAY	\$4,784.40	OT	\$4,668.88	REGULAR	\$6,083.90	REGULAR	\$10,525.42
HOLIDAY	\$575.78	HOLIDAY	\$4,852.44	OT	\$4,780.96	REGULAR	\$6,541.84	REGULAR	\$10,525.42
HOLIDAY	\$587.25	HOLIDAY	\$5,066.55	OT	\$5,023.62	REGULAR	\$7,119.05	REGULAR	\$10,525.42
HOLIDAY	\$1,304.05	HOLIDAY	\$5,109.48	OT	\$5,234.40	REGULAR	\$7,239.35	REGULAR	\$10,930.24
HOLIDAY	\$2,921.39	HOLIDAY	\$5,400.00	OT	\$5,756.25	REGULAR	\$7,261.43	REGULAR	\$12,129.83
HOLIDAY	\$3,021.32	HOLIDAY	\$5,400.00	OT	\$6,338.96	REGULAR	\$7,294.15	REGULAR	\$13,495.96
HOLIDAY	\$3,048.96	HOLIDAY	\$5,400.00	OT	\$6,411.62	REGULAR	\$7,440.03	REGULAR	\$15,441.99
HOLIDAY	\$3,059.64	HOLIDAY	\$5,607.36	OT	\$7,633.44	REGULAR	\$7,512.97		\$575,751.30
HOLIDAY	\$3,059.64	HOLIDAY	\$5,772.69	OT	\$7,967.04	REGULAR	\$7,850.20		
HOLIDAY	\$3,059.64		\$215,989.74	OT	\$9,945.54	REGULAR	\$7,850.20	CHIEF'S VACATION BUY OUT	
HOLIDAY	\$3,059.64				\$111,696.92	REGULAR	\$7,850.20	VACATION	\$7,786.00
HOLIDAY	\$3,059.64	OT	\$82.26	REGULAR	\$624.00	REGULAR	\$7,855.82	VACATION	\$14,699.85
HOLIDAY	\$3,121.20	OT	\$116.93	REGULAR	\$672.00	REGULAR	\$7,927.17		\$22,485.85
HOLIDAY	\$3,356.64	OT	\$157.04	REGULAR	\$720.00	REGULAR	\$8,004.13		
HOLIDAY	\$3,652.56	OT	\$177.40	REGULAR	\$840.00	REGULAR	\$8,084.16		
HOLIDAY	\$3,742.20	OT	\$268.73	REGULAR	\$884.00	REGULAR	\$8,085.71		
HOLIDAY	\$3,760.67	OT	\$268.73	REGULAR	\$903.50	REGULAR	\$8,175.87		
HOLIDAY	\$3,779.06	OT	\$268.73	REGULAR	\$936.00	REGULAR	\$8,244.24		
HOLIDAY	\$3,854.52	OT	\$297.50	REGULAR	\$936.00	REGULAR	\$8,244.24		
HOLIDAY	\$4,027.32	OT	\$372.02	REGULAR	\$1,024.00	REGULAR	\$8,244.24		
HOLIDAY	\$4,027.32	OT	\$383.90	REGULAR	\$1,024.00	REGULAR	\$8,284.26		
HOLIDAY	\$4,027.32	OT	\$495.90	REGULAR	\$1,024.00	REGULAR	\$8,324.28		
HOLIDAY	\$4,067.28	OT	\$711.82	REGULAR	\$1,040.00	REGULAR	\$8,324.28		
HOLIDAY	\$4,106.16	OT	\$977.65	REGULAR	\$1,092.00	REGULAR	\$8,472.83		
HOLIDAY	\$4,194.72	OT	\$1,012.50	REGULAR	\$1,144.00	REGULAR	\$8,667.16		
HOLIDAY	\$4,229.28	OT	\$1,020.00	REGULAR	\$1,170.00	REGULAR	\$8,667.16		
HOLIDAY	\$4,229.28	OT	\$1,063.04	REGULAR	\$1,800.00	REGULAR	\$8,838.79		
HOLIDAY	\$4,229.28	OT	\$1,217.52	REGULAR	\$3,423.47	REGULAR	\$8,838.79		
HOLIDAY	\$4,249.80	OT	\$1,266.87	REGULAR	\$3,440.59	REGULAR	\$8,924.60		
HOLIDAY	\$4,254.62	OT	\$1,316.16	REGULAR	\$4,223.62	REGULAR	\$8,924.60		
HOLIDAY	\$4,270.32	OT	\$1,445.00	REGULAR	\$4,828.94	REGULAR	\$8,924.60		
HOLIDAY	\$4,347.00	OT	\$1,511.52	REGULAR	\$5,387.40	REGULAR	\$9,036.97		
HOLIDAY	\$4,446.36	OT	\$1,529.33	REGULAR	\$5,387.40	REGULAR	\$9,036.97		
HOLIDAY	\$4,446.36	OT	\$1,596.54	REGULAR	\$5,387.40	REGULAR	\$9,080.84		
HOLIDAY	\$4,534.92	OT	\$1,605.99	REGULAR	\$5,387.40	REGULAR	\$9,182.04		
HOLIDAY	\$4,534.92	OT	\$1,615.00	REGULAR	\$5,387.40	REGULAR	\$9,235.14		

ACTING PAY	\$554.20
HOLIDAY PAY	\$215,989.74
OVERTIME	\$111,696.92
REGULAR	\$575,751.30
VACATION	\$22,485.85
	\$926,478.01

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:34:53 Date: 10/24/2019⁶⁶
Page: 1

001 2019 Expense Fund 776-5708666

01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 10 10 001-0 Salaries	745,445.00	539,114.29	206,330.71	72.3%
522 10 10 004-0 Incentives & Payouts	48,500.00	33,642.03	14,857.97	69.4%
522 10 10 012-0 Event Staffing	1,600.00	0.00	1,600.00	0.0%
522 10 11 009-0 Overtime	500.00	0.00	500.00	0.0%
522 10 20 001-0 Medicare	12,411.00	8,340.53	4,070.47	67.2%
522 10 20 002-0 Medical / Dental	139,420.00	98,331.76	41,088.24	70.5%
522 10 20 003-0 Retirement / Leoff II	20,400.00	13,832.04	6,567.96	67.8%
522 10 20 004-0 Retirement / PERS	58,570.00	40,484.88	18,085.12	69.1%
522 10 20 005-0 Matching Deferred Comp.	13,920.00	7,845.00	6,075.00	56.4%
522 10 20 006-0 HRA Contribution	46,690.00	34,625.34	12,064.66	74.2%
522 10 20 008-0 District ST/LT Disability Insurance	8,815.00	6,079.01	2,735.99	69.0%
522 10 20 009-0 Employment Security	12,000.00	9,980.62	2,019.38	83.2%
522 10 20 010-0 Labor & Industries	255,890.00	246,867.16	9,022.84	96.5%
522 10 20 011-0 Employee Assistance Program	2,500.00	1,993.32	506.68	79.7%
522 10 20 012-0 Life Insurance/Accidental Death & Dismemberment	18,165.00	1,858.00	16,307.00	10.2%
522 10 20 013-0 Employee Service Recognition	8,546.00	4,992.79	3,553.21	58.4%
522 10 31 001-0 Office Supplies	8,000.00	3,045.34	4,954.66	38.1%
522 10 31 005-0 Printing	3,550.00	509.86	3,040.14	14.4%
522 10 34 002-0 Library	250.00	54.34	195.66	21.7%
522 10 41 001-0 Legal Counsel	50,000.00	36,957.20	13,042.80	73.9%
522 10 41 002-0 Professional Consultants	92,150.00	60,701.85	31,448.15	65.9%
522 10 41 003-0 Promotions & New Hires	26,700.00	2,529.22	24,170.78	9.5%
522 10 42 001-0 Postage & Shipping	4,500.00	1,126.38	3,373.62	25.0%
522 10 43 000-0 Travel Expense	12,000.00	8,971.73	3,028.27	74.8%
522 10 44 001-0 Advertising	800.00	168.00	632.00	21.0%
522 10 44 002-0 Newsletters / Publications	25,000.00	25,468.86	(468.86)	101.9%
522 10 49 000-0 Registration	6,400.00	6,232.00	168.00	97.4%
522 10 49 001-0 Chaplain Support Services	6,300.00	4,884.78	1,415.22	77.5%
522 10 49 002-0 Special Events / Hospitality	9,150.00	4,580.69	4,569.31	50.1%
522 10 49 003-0 Membership / Dues / Subscriptions	5,068.00	4,905.00	163.00	96.8%
522 10 49 004-0 Awards Banquet / Annual Retreat	16,500.00	24,052.69	(7,552.69)	145.8%
522 10 49 005-0 Miscellaneous	150.00	50.00	100.00	33.3%
522 10 49 006-0 Other Services & Charges	7,355.00	818.47	6,536.53	11.1%
210 Administration	1,667,245.00	1,233,043.18	434,201.82	74.0%
522 11 10 001-0 Stipend	36,864.00	27,136.00	9,728.00	73.6%
522 11 20 001-0 Fica / Medicare	2,900.00	2,075.90	824.10	71.6%
522 11 43 001-0 Travel Expense	3,750.00	2,587.74	1,162.26	69.0%
522 11 49 000-0 Registration	3,000.00	3,405.00	(405.00)	113.5%
522 11 49 001-0 Membership / Dues	5,050.00	150.00	4,900.00	3.0%
211 Legislative Services	51,564.00	35,354.64	16,209.36	68.6%
522 12 30 001-0 Communication Supplies	6,200.00	5,580.19	619.81	90.0%
522 12 35 001-0 Communication Equip (Pagers/Radios/Cells)	11,178.00	10,572.75	605.25	94.6%
522 12 40 001-0 IT Services & Support	105,000.00	125,505.00	(20,505.00)	119.5%
522 12 42 001-0 IT Software	95,941.00	79,674.01	16,266.99	83.0%
522 12 42 002-0 Cellular Networks	47,165.00	34,021.94	13,143.06	72.1%
522 12 42 003-0 Telephone Networks	47,040.00	37,173.37	9,866.63	79.0%
522 12 45 001-0 Office Equipment Leases	15,300.00	10,850.22	4,449.78	70.9%
522 12 48 000-0 Office Equipment Repairs & Maintenance	1,500.00	0.00	1,500.00	0.0%
522 12 48 001-0 Communication Equipment Repairs	6,000.00	2,445.00	3,555.00	40.8%
522 12 48 002-0 Communication Network - Outsource	0.00	0.00	0.00	0.0%

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:34:53 Date: 10/24/2019
Page: 2

001 2019 Expense Fund 776-5708666

01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
212 Communication & Technical Support	335,324.00	305,822.48	29,501.52	91.2%
522 14 40 001-0 State Audit	16,500.00	6,914.86	9,585.14	41.9%
522 14 40 002-0 Snohomish County - Financial Services	3,700.00	3,300.52	399.48	89.2%
522 14 41 001-0 Snohomish County - Elections	15,000.00	0.00	15,000.00	0.0%
522 14 41 002-0 Property Tax - Surface Water Management	6,500.00	11,816.97	(5,316.97)	181.8%
522 14 41 003-0 Property Tax - Refund Interest	500.00	0.00	500.00	0.0%
214 Other Governmental Services	42,200.00	22,032.35	20,167.65	52.2%
522 20 10 001-0 Full Time Salaries	1,940,575.00	1,591,730.82	348,844.18	82.0%
522 20 10 002-0 Battalion Chief Salaries	488,990.00	367,984.97	121,005.03	75.3%
522 20 10 003-0 Company Officer Salaries	1,311,350.00	843,981.18	467,368.82	64.4%
522 20 10 004-0 Incentives & Payouts	261,720.00	71,332.52	190,387.48	27.3%
522 20 10 005-0 Part-Time Firefighter Wages	394,200.00	161,695.99	232,504.01	41.0%
522 20 11 009-0 Overtime	765,296.00	400,900.57	364,395.43	52.4%
522 20 12 001-0 Acting Pay	30,000.00	13,136.37	16,863.63	43.8%
522 20 20 001-0 Medicare	80,138.00	49,527.10	30,610.90	61.8%
522 20 20 002-0 Medical / Dental	663,550.00	495,468.48	168,081.52	74.7%
522 20 20 003-0 Retirement / Leoff II	268,485.00	174,655.30	93,829.70	65.1%
522 20 20 004-0 Retirement / PERS II & III	53,970.00	21,049.31	32,920.69	39.0%
522 20 20 005-0 Matching Deferred Comp.	59,988.00	46,897.81	13,090.19	78.2%
522 20 20 006-0 HRA Contribution	203,450.00	153,401.74	50,048.26	75.4%
522 20 20 007-0 MERP	36,000.00	28,011.91	7,988.09	77.8%
522 20 20 008-0 District ST/LT Disability Insurance	0.00	0.00	0.00	0.0%
522 20 20 014-0 Uniforms	67,469.50	50,728.72	16,740.78	75.2%
522 20 20 015-0 Protective Gear & Equipment	26,169.00	32,406.96	(6,237.96)	123.8%
522 20 31 001-0 Operating Supplies (Consumables)	17,152.00	13,604.13	3,547.87	79.3%
522 20 34 001-0 Map / Addresses	2,750.00	0.00	2,750.00	0.0%
522 20 35 001-0 Operating Equipment & Tools	500.00	127.39	372.61	25.5%
522 20 35 003-0 Fire Equipment	8,440.00	2,539.52	5,900.48	30.1%
522 20 41 001-0 Uniform/PPE - Inspections/Cleaning/Repairs	12,000.00	533.86	11,466.14	4.4%
220 Fire Suppression	6,692,192.50	4,519,714.65	2,172,477.85	67.5%
522 21 20 001-0 Annual Physicals	69,644.00	24,031.90	45,612.10	34.5%
522 21 20 002-0 Vaccines, Testing, Fitness	6,307.00	1,997.32	4,309.68	31.7%
221 Health & Safety	75,951.00	26,029.22	49,921.78	34.3%
522 22 30 001-0 Haz/Mat Supplies	5,293.00	0.00	5,293.00	0.0%
522 22 30 002-0 Tech Rescue Supplies	11,190.00	3,010.14	8,179.86	26.9%
522 22 30 003-0 Marine Supplies	2,772.00	925.40	1,846.60	33.4%
522 22 35 001-0 Wildland Equipment	11,993.00	3,537.97	8,455.03	29.5%
522 22 35 003-0 Disaster Prep Equipment	1,089.00	0.00	1,089.00	0.0%
522 22 40 001-0 SCSOPB - Special Ops Assessment	6,130.00	6,130.58	(0.58)	100.0%
522 22 48 001-0 Special Ops Equipment Repair/maint	13,855.00	3,546.08	10,308.92	25.6%
222 Special Operations	52,322.00	17,150.17	35,171.83	32.8%
522 26 10 001-0 Salaries	1,579,820.00	1,061,485.28	518,334.72	67.2%
522 26 10 004-0 Incentives & Payouts	123,655.00	33,602.18	90,052.82	27.2%
522 26 11 009-0 Overtime	261,664.00	267,604.47	(5,940.47)	102.3%
522 26 12 001-0 Acting Pay	3,012.00	1,100.52	1,911.48	36.5%
522 26 20 001-0 Medicare	31,377.80	19,350.81	12,026.99	61.7%
522 26 20 002-0 Medical / Dental	329,688.00	197,457.25	132,230.75	59.9%
522 26 20 003-0 Retirement / Leoff II	112,722.00	72,499.37	40,222.63	64.3%
522 26 20 005-0 Matching Deferred Comp.	22,770.00	15,540.22	7,229.78	68.2%

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:34:53 Date: 10/24/2019⁶⁸
Page: 3

001 2019 Expense Fund 776-5708666

01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 26 20 006-0 HRA Contribution	89,960.00	56,103.21	33,856.79	62.4%
522 26 20 007-0 MERP	14,400.00	9,631.31	4,768.69	66.9%
522 26 20 008-0 District ST/LT Disability Insurance	0.00	0.00	0.00	0.0%
522 26 30 002-0 Medical Supplies	160,000.00	67,716.34	92,283.66	42.3%
522 26 30 003-0 Oxygen	8,000.00	5,559.00	2,441.00	69.5%
522 26 35 001-0 Medical Equipment	22,700.00	12,795.24	9,904.76	56.4%
522 26 41 001-0 Physician Advisor Services	24,000.00	18,000.00	6,000.00	75.0%
522 26 41 002-0 Medical Program Director/EMT Assessments	17,483.00	17,482.75	0.25	100.0%
522 26 41 003-0 Community Resource Paramedic	42,000.00	32,481.74	9,518.26	77.3%
522 26 48 001-0 Defib. Maintenance Agreement	5,800.00	1,790.98	4,009.02	30.9%
522 26 48 002-0 Cot Maintenance Agreement (EMSAR)	11,100.00	8,870.10	2,229.90	79.9%
226 Emergency Medical Services	2,860,151.80	1,899,070.77	961,081.03	66.4%
522 28 41 000-0 First Pass Clinical QI Module	6,556.00	0.00	6,556.00	0.0%
522 28 41 001-0 Snoco 911 Dispatch Services	291,184.00	242,652.90	48,531.10	83.3%
522 28 41 002-0 Snohomish County - 800 Mhz O&M Fees	47,921.00	47,921.36	(0.36)	100.0%
522 28 49 001-0 EPCR - ESO Reporting Suite - User Fees	6,802.00	4,446.74	2,355.26	65.4%
228 Dispatch Services	352,463.00	295,021.00	57,442.00	83.7%
522 30 10 001-0 Salaries	249,100.00	109,209.16	139,890.84	43.8%
522 30 10 004-0 Incentives & Payouts	16,550.00	7,063.85	9,486.15	42.7%
522 30 11 009-0 Overtime	3,830.00	0.00	3,830.00	0.0%
522 30 20 001-0 Medicare	4,156.00	1,671.48	2,484.52	40.2%
522 30 20 002-0 Medical / Dental	50,680.00	19,789.82	30,890.18	39.0%
522 30 20 003-0 Retirement / Leoff II	15,858.00	6,300.14	9,557.86	39.7%
522 30 20 005-0 Matching Deferred Comp.	2,760.00	32.71	2,727.29	1.2%
522 30 20 006-0 HRA Contribution	12,850.00	5,527.90	7,322.10	43.0%
522 30 20 007-0 MERP	900.00	81.78	818.22	9.1%
522 30 20 008-0 District ST/LT Disability Insurance	1,530.00	981.90	548.10	64.2%
522 30 31 001-0 Operating Supplies	2,700.00	2,334.08	365.92	86.4%
522 30 31 002-0 Public Education Supplies	7,600.00	2,991.07	4,608.93	39.4%
522 30 31 003-0 Grant Purchase Supplies	2,000.00	0.00	2,000.00	0.0%
522 30 41 001-0 Contracted Services - FM Investigations	4,000.00	1,131.75	2,868.25	28.3%
522 30 43 001-0 Travel Expense	3,360.00	645.69	2,714.31	19.2%
522 30 49 000-0 Registration	4,785.00	1,056.79	3,728.21	22.1%
522 30 49 001-0 Miscellaneous	500.00	0.00	500.00	0.0%
522 30 49 002-0 Membership / Dues / Subscriptions	3,101.00	2,044.00	1,057.00	65.9%
230 Fire Prevention & Investigation	386,260.00	160,862.12	225,397.88	41.6%
522 45 10 001-0 Salaries	128,580.00	0.00	128,580.00	0.0%
522 45 10 004-0 Incentive & Payouts	4,530.00	0.00	4,530.00	0.0%
522 45 11 009-0 Overtime	6,000.00	0.00	6,000.00	0.0%
522 45 20 001-0 Medicare	2,787.00	0.00	2,787.00	0.0%
522 45 20 002-0 Medical / Dental	25,806.00	0.00	25,806.00	0.0%
522 45 20 003-0 Retirement / Leoff II	8,525.80	0.00	8,525.80	0.0%
522 45 20 005-0 Matching Deferred Comp.	2,400.00	0.00	2,400.00	0.0%
522 45 20 006-0 HRA Contribution	5,920.00	0.00	5,920.00	0.0%
522 45 20 007-0 MERP	900.00	0.00	900.00	0.0%
522 45 20 008-0 District ST/LT Disability Insurance	0.00	0.00	0.00	0.0%
522 45 20 016-0 Recruit Academy	42,000.00	63,101.31	(21,101.31)	150.2%
522 45 20 017-0 Paramedic School Expenses	17,640.00	10,771.17	6,868.83	61.1%
522 45 31 001-0 Operating Supplies	5,500.00	421.82	5,078.18	7.7%
522 45 31 002-0 Props	8,140.00	1,182.47	6,957.53	14.5%
522 45 31 003-0 Safety	2,500.00	1,320.02	1,179.98	52.8%

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

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001 2019 Expense Fund 776-5708666 01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 45 34 002-0 Library	1,500.00	2,026.44	(526.44)	135.1%
522 45 35 001-0 Audio/visual Equipment	14,360.00	0.00	14,360.00	0.0%
522 45 40 000-0 Driving Simulator Co-op	4,000.00	3,316.73	683.27	82.9%
522 45 41 000-0 Training Consortium Program	20,000.00	0.00	20,000.00	0.0%
522 45 41 001-0 Contracted Instructors / Evaluators	17,780.00	0.00	17,780.00	0.0%
522 45 43 000-0 Travel Expense - FS / Battalion Chief	3,500.00	812.76	2,687.24	23.2%
522 45 43 001-0 Travel Expense - FS / Officer Development	5,920.00	6,556.30	(636.30)	110.7%
522 45 43 002-0 Travel Expense - FS / Operations	3,000.00	6,746.66	(3,746.66)	224.9%
522 45 43 003-0 Travel Expense - FS / Special Ops	3,000.00	150.00	2,850.00	5.0%
522 45 43 004-0 Travel Expense - FS Tech Rescue	1,200.00	0.00	1,200.00	0.0%
522 45 43 005-0 Travel Expense - EMS / ACLS	500.00	162.81	337.19	32.6%
522 45 43 006-0 Travel Expense - EMS / Category 1	5,000.00	3,925.23	1,074.77	78.5%
522 45 45 001-0 Live Fire Training - Facility Rental/Site Use	2,000.00	0.00	2,000.00	0.0%
522 45 49 000-0 Incident Mgmt Training Program (Blue Card)	9,830.00	6,240.25	3,589.75	63.5%
522 45 49 001-0 Registration - FS / Battalion Chief	2,500.00	645.00	1,855.00	25.8%
522 45 49 002-0 Registration - FS / Officer Development	15,755.00	4,770.00	10,985.00	30.3%
522 45 49 003-0 Registration - FS / Operations	7,000.00	4,610.00	2,390.00	65.9%
522 45 49 004-0 Registration - FS / Special Ops	11,742.00	1,850.00	9,892.00	15.8%
522 45 49 005-0 Registration - FS / Tech Rescue	7,300.00	0.00	7,300.00	0.0%
522 45 49 006-0 Miscellaneous - FS / Training	500.00	0.00	500.00	0.0%
522 45 49 007-0 Registration - EMS / ACLS	4,500.00	5,283.90	(783.90)	117.4%
522 45 49 008-0 Registration - EMS / CBT Instructor	400.00	0.00	400.00	0.0%
522 45 49 009-0 Registration - EMS / Category I	5,000.00	2,885.00	2,115.00	57.7%
522 45 49 011-0 EMS Online Subscription	4,000.00	825.00	3,175.00	20.6%
522 45 49 012-0 Membership / Dues / Subscription	100.00	0.00	100.00	0.0%
245 Training	411,615.80	127,602.87	284,012.93	31.0%
522 50 10 001-0 Salaries	151,952.00	107,435.52	44,516.48	70.7%
522 50 10 004-0 Incentives & Payouts	1,950.00	1,179.09	770.91	60.5%
522 50 11 009-0 Overtime	2,000.00	0.00	2,000.00	0.0%
522 50 20 001-0 Medicare	2,729.00	1,582.82	1,146.18	58.0%
522 50 20 002-0 Medical / Dental	25,750.00	17,585.64	8,164.36	68.3%
522 50 20 004-0 Retirement / PERS II	22,106.60	13,946.10	8,160.50	63.1%
522 50 20 005-0 Matching Deferred Comp.	2,880.00	1,620.00	1,260.00	56.3%
522 50 20 006-0 HRA Contributions	11,450.00	8,340.93	3,109.07	72.8%
522 50 20 008-0 District ST/LT Disability Insurance	2,230.00	1,510.45	719.55	67.7%
522 50 31 001-0 Facilities - Household Supplies	10,000.00	8,620.04	1,379.96	86.2%
522 50 31 002-0 Facilities - Operating Supplies	15,000.00	14,163.30	836.70	94.4%
522 50 35 001-0 Facilities - Furniture, Equipment, Appliances	4,000.00	2,696.80	1,303.20	67.4%
522 50 41 002-0 Monitoring System	2,000.00	492.00	1,508.00	24.6%
522 50 41 003-0 HQ Monitoring Systems	4,000.00	2,445.30	1,554.70	61.1%
522 50 41 004-0 Elevator / Boiler Systems	4,000.00	3,140.12	859.88	78.5%
522 50 41 005-0 Services (Cleaning, Landscaping, Shredding Etc)	19,980.00	12,848.90	7,131.10	64.3%
522 50 43 001-0 Travel Expense	1,600.00	585.95	1,014.05	36.6%
522 50 45 001-0 Rentals & Leases	3,000.00	1,493.63	1,506.37	49.8%
522 50 46 001-0 Risk Management Insurance	82,217.00	973.92	81,243.08	1.2%
522 50 47 001-0 Electricity / Natural Gas / Water	46,980.00	38,299.35	8,680.65	81.5%
522 50 47 002-0 Sewer / Garbage	13,600.00	9,500.56	4,099.44	69.9%
522 50 47 003-0 Electricity / Natural Gas / Water HQ	30,700.00	20,454.64	10,245.36	66.6%
522 50 47 004-0 Sewer / Garbage HQ	16,500.00	11,659.28	4,840.72	70.7%
522 50 48 001-0 Equipment Repairs/Testings	30,000.00	10,755.21	19,244.79	35.9%

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

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001 2019 Expense Fund 776-5708666

01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 50 49 001-0 Registration	1,500.00	710.00	790.00	47.3%
250 Facilities	508,124.60	292,039.55	216,085.05	57.5%
522 60 31 001-0 Vehicles/Shop - Operating Supplies	20,000.00	18,948.95	1,051.05	94.7%
522 60 32 001-0 Fuel / Oil / Lubricants	79,000.00	57,611.99	21,388.01	72.9%
522 60 35 001-0 Vehicles/Shop - Tools & Equipment	5,000.00	801.09	4,198.91	16.0%
522 60 48 001-0 Vehicles - Contracted Repair / Testing	40,000.00	18,675.52	21,324.48	46.7%
522 60 48 002-0 Equipment - Contracted Repair / Testing	25,000.00	16,166.00	8,834.00	64.7%
260 Vehicles & Equipment Maintenance	169,000.00	112,203.55	56,796.45	66.4%
522 70 41 002-0 Ambulance Services - Systems Design	62,400.00	51,730.00	10,670.00	82.9%
522 70 41 003-0 GEMT Program (Public Consulting Group PCG)	30,000.00	30,000.00	0.00	100.0%
522 70 49 001-0 Billing Reimbursements	5,000.00	2,512.48	2,487.52	50.2%
270 Ambulance Services	97,400.00	84,242.48	13,157.52	86.5%
520 Public Safety	13,701,813.70	9,130,189.03	4,571,624.67	66.6%
580 Non Expenditures				
586 10 00 000-0 Sales Tax Remit	100.00	0.00	100.00	0.0%
589 40 00 000-0 Leasehold Excise Tax Remit	15,595.00	11,439.32	4,155.68	73.4%
589 99 90 000-0 Payroll Clearing	0.00	0.12	(0.12)	0.0%
580 Non Expenditures	15,695.00	11,439.44	4,255.56	72.9%
597 Transfers-Out				
597 22 00 000-0 Transfer Out	637,244.00	62,280.00	574,964.00	9.8%
597 Transfers-Out	637,244.00	62,280.00	574,964.00	9.8%
Fund Expenditures:	14,354,752.70	9,203,908.47	5,150,844.23	64.1%
Fund Excess/(Deficit):	(14,354,752.70)	(9,203,908.47)		

EXPENSE SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 2019 Expense Fund 776-570866€	0.00	0.00	0.0%	14,354,752.70	9,203,908.47	64%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>14,354,752.70</u>	<u>9,203,908.47</u>	<u>64.1%</u>

STRATEGIC SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:44:23 Date: 10/24/2019
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005 2019 Strategic Fund 776-5818666 01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 10 41 000-5 Professional Consultants	173,000.00	70,271.40	102,728.60	59.4%
520 Public Safety	173,000.00	70,271.40	102,728.60	59.4%
594 Capital Expenditure				
594 22 61 000-5 Contingency	150,000.00	0.00	150,000.00	100.0%
594 Capital Expenditure	150,000.00	0.00	150,000.00	100.0%
597 Transfers-Out				
597 22 00 000-5 Transfer To Expense Fund	20,000.00	0.00	20,000.00	100.0%
597 Transfers-Out	20,000.00	0.00	20,000.00	100.0%
Fund Expenditures:	343,000.00	70,271.40	272,728.60	79.5%
Fund Excess/(Deficit):	(343,000.00)	(70,271.40)		

STRATEGIC SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
005 2019 Strategic Fund 776-581866	0.00	0.00	100.0%	343,000.00	70,271.40	80%
	0.00	0.00	100.0%	343,000.00	70,271.40	79.5%

STRATEGIC SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

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Page: 1

005 2019 Strategic Fund 776-5818666 01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 10 41 000-5 Professional Consultants	173,000.00	70,271.40	102,728.60	59.4%
520 Public Safety	173,000.00	70,271.40	102,728.60	59.4%
594 Capital Expenditure				
594 22 61 000-5 Contingency	150,000.00	0.00	150,000.00	100.0%
594 Capital Expenditure	150,000.00	0.00	150,000.00	100.0%
597 Transfers-Out				
597 22 00 000-5 Transfer To Expense Fund	20,000.00	0.00	20,000.00	100.0%
597 Transfers-Out	20,000.00	0.00	20,000.00	100.0%
Fund Expenditures:	343,000.00	70,271.40	272,728.60	79.5%
Fund Excess/(Deficit):	(343,000.00)	(70,271.40)		

STRATEGIC SUMMARY 2019-11-14

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LAKE STEVENS FIRE
MCAG #: 1308

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
005 2019 Strategic Fund 776-581866	0.00	0.00	100.0%	343,000.00	70,271.40	80%
	0.00	0.00	100.0%	343,000.00	70,271.40	79.5%

STRATEGIC SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:44:23 Date: 10/24/2019
Page: 1

005 2019 Strategic Fund 776-5818666 01/01/2019 To: 12/31/2019

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Public Safety				
522 10 41 000-5 Professional Consultants	173,000.00	70,271.40	102,728.60	59.4%
520 Public Safety	173,000.00	70,271.40	102,728.60	59.4%
594 Capital Expenditure				
594 22 61 000-5 Contingency	150,000.00	0.00	150,000.00	100.0%
594 Capital Expenditure	150,000.00	0.00	150,000.00	100.0%
597 Transfers-Out				
597 22 00 000-5 Transfer To Expense Fund	20,000.00	0.00	20,000.00	100.0%
597 Transfers-Out	20,000.00	0.00	20,000.00	100.0%
Fund Expenditures:	343,000.00	70,271.40	272,728.60	79.5%
Fund Excess/(Deficit):	(343,000.00)	(70,271.40)		

STRATEGIC SUMMARY 2019-11-14

LAKE STEVENS FIRE
MCAG #: 1308

Time: 14:44:23 Date: 10/24/2019
Page: 2

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
005 2019 Strategic Fund 776-581866	0.00	0.00	100.0%	343,000.00	70,271.40	80%
	0.00	0.00	100.0%	343,000.00	70,271.40	79.5%



Ordinance / Resolution No. 2019-12
RCW 84.55.120

WHEREAS, the Board of Commissioners of Lake Stevens Fire has met and considered its budget for the calendar year 2020; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 10,029,026.90; and,

WHEREAS, the population of this district is [X] more than or [] less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2020 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 100,290.27 which is a percentage increase of 1% from the previous year.

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this ___ day of November, 2019.

Three horizontal lines for signatures on the left and right sides.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



Ordinance / Resolution No. 2019-13
RCW 84.55.120

WHEREAS, the Board of Commissioners of Lake Stevens Fire has met and considered its budget for the calendar year 2020; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 3,033,796.75; and,

WHEREAS, the population of this district is [X] more than or [] less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2020 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 30,337.97 which is a percentage increase of 1% from the previous year.

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this ___ day of November, 2019.

Three horizontal lines for signatures on the left and right sides.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Leah Schoof,
(Name)

Director of Administration, for Lake Stevens Fire, do hereby certify to
(Title) (District Name)

the Snohomish County legislative authority that the Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2020 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on November XXth, 2019 :
(Date of Public Hearing)

Regular Levy: \$10,903,313.17 (Includes \$8,851.93 for Refunds)
(State the **total** dollar amount to be levied)

EMS Levy: \$3,297,505.22 (Includes \$2,561.44 for Refunds)
(State the **total** dollar amount to be levied)

Refund Levy: _____
(State the **total** dollar amount to be levied)

Signature: _____

Date: XX/XX/2019

For tax assistance or to request this document in an alternate format, visit
<http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 534-1400. Teletype (TTY) users may call (360) 705-6718.

CORRESPONDENCE

SIMPLY
Grateful

**We just wanted to express
our appreciation for all you
do in our community!**



SIMPLY
Grateful

**We just wanted to express
our appreciation for all you
do in our community!**



NEW BUSINESS DISCUSSION



NOTICE of Proposed Amendments to Snohomish County 911 ILA

Date: October 17, 2019

To: Principles of Snohomish County 911

From: Kurt Mills, Executive Director

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). The SNO911 Board will consider these amendments for approval at its November 21, 2019 meeting.

There are four recommended changes in total. Three of the recommendations allow additional flexibility to manage the Police and Fire TAC meetings. The fourth recommendation deals with late fees for members who are late paying their assessment. The current language makes calculation of fees nearly impossible.

1. Update to Police and Fire TAC Quorum requirements to reduce the number of agencies required to reach a quorum.
2. Update to change in the date of the election of TAC officers to occur after the Annual Agency Assembly.
3. Update to Police and Fire TAC Chairmanship requirements to remove the requirement which requires the vice-chair to assume the chair role.
4. Delinquent Fees

A copy of the sections under consideration, with red-lined revisions, are attached to this memo.

No action by any member agency is required to approve the Interlocal Agreement (ILA) changes. The changes are within the scope of changes that may be approved by Board action alone. However, the ILA requires that the Board provide 30 days advance notice of the proposed changes to all Principals, which is the purpose of this Memo and attachments.

If your agency has any comments or questions regarding the proposed amendments, you can reach me at kmills@sno911.org or (425) 407-3907.

Proposed Changes to the ILA, that will be considered for action by the SNO911 Board of Directors on November 21, 2019.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. ~~One-third-quarter~~ of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be ~~initially-annually~~ elected at the first meeting of each Technical Advisory Committee after the ~~effective date of this Agreement~~ Annual Agency Assembly, by majority vote of the Representatives on the respective Technical Advisory Committee, and shall serve for a one-year term. ~~Annually thereafter, the Vice Chair shall assume the role of Chair and the Joint Operating Board shall elect a new Vice Chair.~~ In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Technical Advisory Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of a Technical Advisory Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Proposed Changes to the ILA, that will be considered for action by the SNO911 Board of Directors on November 21, 2019.

SECTION 12. BUDGET, ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES, RESERVE FUNDS.

f. Delinquent Assessments. ~~Assessments not paid when due by a Principal shall begin to accrue interest on the date the Assessment was originally due and shall continue until the Assessment is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%.~~ Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment; ~~. If such Assessments, during which period the Assessment shall accrue interest as provided in the immediately preceding sentence. If such Assessments and accrued interest~~ are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber ~~and subject to penalty~~ as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments ~~and interest~~ owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due. interest.

NEW BUSINESS ACTION

LAKE STEVENS FIRE CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into between LAKE STEVENS FIRE, of Snohomish County, Washington (“District”) and ISOOutsource, providing IT services with offices at 19119 North Creek Parkway, Suite 200, Bothell, WA 98011 (“Consultant”).

1. Scope of Services. The District retains Consultant to perform the Services designated in **EXHIBIT A** “the Services” together with such other services as requested by the District. All services provided shall be performed at the direction of the District Board of Commissioners and the District Chief. Consultant agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. The District reserves the right to approve the primary personnel designated by Consultant to perform services under this Agreement. This Agreement is not intended to create a relationship in which the District contracts exclusively with Consultant for similar or related services or in which the Consultant serves the District as its sole client. The District reserves the right to use the services of other Consultants for both general and specific projects at District’s sole discretion.
2. Term. This Agreement shall be for a twelve (12) month term, commencing from January 1, 2019 and shall terminate on December 31, 2019; provided, however, either party may terminate this Agreement at any time upon twenty (20) days written notice to the other party by certified mail, return receipt requested, to the other party’s business office.
3. Payment. Payment for the Services referenced on **EXHIBIT A** shall be made as follows:
 - 3.1. Cost of Services. The total cost for all services, personnel, materials, supplies, and equipment used in performing the Services shall be as set forth on **EXHIBIT A** but shall not exceed **\$105,056.00** without prior expressed written permission of the fire chief or his designee. Should the Consultant either perform or propose to perform services or incur expenses to which it believes it should be entitled to compensation in excess of the stated limit either for the total or for one or more itemized tasks, the District shall not be obligated to pay for such services or expenses unless the excess compensation has been negotiated between the parties prior to the performance of the services or incurring of the expenses.
 - 3.2. Billing Procedures. The Consultant shall submit invoices for services rendered to the District for approval and payment on a monthly basis. Payment shall be made within 30 days of receipt of the invoice following verification and approval of the invoice by the District. Consultant shall submit complete documentation for the invoices in a form acceptable to the District.
 - 3.3. Full Payment. Payment provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- 3.4. Partial Payment. If any Services covered by this Agreement are suspended or abandoned by District, the Consultant shall be paid for services performed prior to the date that written notification of abandonment is provided to Consultant; provided, however, such payment shall only be owing if Consultant performed such services in a professional and non-negligent manner consistent with the terms of this Agreement.
4. Ownership of Documents. Ownership of Documents created pursuant to this Agreement shall be determined as follows:
 - 4.1. Work Product. As a result of providing the Services to the District, the Consultant will create certain instruments of professional services as a work for hire which will take the form of traditional project documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CADD, word processing, electronic spread sheets and/or databases; in addition, the Consultant's instruments of professional service may be represented in the form of computer programs, software and materials (except for pre-existing intellectual property, all of the foregoing instruments of professional service collectively referred to as "Work Product"). District acknowledges this Work Product as instruments of professional service. However, such Work Product created solely under this Agreement shall become the property of the District on payment in full of all monies due to the Consultant for such Work Product. The District shall own all copyrights to such Work Product, and Consultant agrees to assign all ownership rights to such Work Product to the District. The Consultant cannot guarantee the authenticity, integrity or completeness of Work Product supplied in electronic format ("Electronic Files"). The District shall release, indemnify and hold the Consultant, its officers, employees, consultants and agents harmless from any claims, or damages arising from the use of Electronic Files. Electronic Files will not contain stamps or seals and are not to be used for any purpose other than that for which they were transmitted.
 - 4.2. Work Product Modifications. Upon its sole risk, the District may make modification to the Work Product without the prior written authorization of the Consultant. The District agrees to waive any claim against the Consultant arising from the District's reuse or modification of any such Work Product.
 - 4.3. Possession of Work Product. The Consultant shall hold on the District's behalf, original reproducible copies of all designs and as-built drawings for a period of three (3) years for the date of substantial completion. Computer-ready data shall be provided to the District, if requested, on a data disk compatible with the District's computer equipment and programs. Consultant may not use Work Product specifically developed for and paid for by the District, for non-District projects, without the prior written authorization of the District upon such terms and conditions imposed by the District.
5. Indemnification. The Consultant shall indemnify, defend and hold harmless the District its officers, and employees from and against any and all claims, losses or liability, including reasonable attorney's fees, arising from injury or death to persons or damage to property to the proportionate extent caused by any negligent act, omission or failure of the Consultant, its officers, agents employees, volunteers and subcontractors in performing the Services required

by the Agreement. With respect to the performance of this Agreement and as to claims against the District, its officers, agents employees and volunteers, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington (RCW), the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the District, its officers, agents employees and volunteers. To the extent any of the damages reference by this paragraph were caused by or resulted from the concurrent negligence of the District, its officers, agents employees or volunteers, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement or the retention of the Consultant pursuant to this Agreement.

6. Insurance. The Consultant shall maintain and Consultant shall ensure that each subcontractor maintains in force the following types and amounts of insurance covering the Services rendered under this Agreement.
 - 6.1. Workers Compensation. Current workers' compensation insurance in compliance with State and Federal statutes.
 - 6.2. General Liability. Commercial General Liability Insurance, written on an insurance industry standard occurrence form, with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - 6.3. Automobile Liability. Comprehensive Automobile liability insurance covering bodily injury and property damage with combined single limits of One Million Dollars (\$1,000,000).
 - 6.4. Professional Liability. Professional liability insurance (errors and omissions insurance) with limits no less than One Million Dollars (\$1,000,000) per claim.
 - 6.5. Policy Requirements. The insurance policies shall: (1) state that coverage shall apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) except for Workers Compensation and Professional Liability policies, be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given thirty (30) days prior written notice of any cancellation, suspension, or material change in coverage.
 - 6.6. Named Additional Insured. Except for Workers Compensation and Professional Liability policies, the District shall be named as an additional insured on the Liability Insurance policies with regard to the Services performed by or on behalf of the Consultant, and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

- 6.7. Certificate of Insurance. Before commencing work under this Agreement, the Consultant shall deliver to the District a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Consultant delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
- 6.8. An ACORD certificate or a form determined by the Owner to be equivalent.
- 6.8.1. Copies of all endorsements naming District and all other entities listed in Paragraph 6.6 as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 6.8.2. Any other amendatory endorsements to show the coverage required herein.
- 6.9. No Liability Limitation. Nothing in this Section, including without limitation the specification of minimum insurance limits, shall constitute or be construed or interpreted to constitute a limit on the Consultant's liability to the District. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.
7. Conflicts of Interest. Consultant agrees not to perform similar services for private parties on projects within the District if the performance of such services conflict in any way with the Consultant's performance of the Services for the District.
8. Warranty. Consultant agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Consultant are based upon information supplied by District and others, Consultant is entitled to rely on such information.
9. Independent Contractor. The Consultant and the District agree the Consultant is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded to District employees by virtue of the Services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
10. Special Services. Special services may be required in conjunction with the Services that are outside the professional expertise of Consultant. When, in the opinion of the Consultant, such expertise is required to complete the Services, the Consultant shall so advise the District. The District may directly obtain such special professional expertise and pay the cost thereof or, the District, at its sole discretion, may direct Consultant to retain such special expertise and pay the cost thereof, subject to reimbursement by District plus ten percent (10%) for administration, taxes and insurance.

11. Compliance with Laws. The Consultant shall, in performing the Services, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the Services.
12. Assignment of Contract/Subcontractors. Consultant shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior District approval.
13. Dispute Resolution.
 - 13.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
 - 13.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.
 - 13.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Snohomish County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
 - 13.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
14. Non-Proselytize/Non Solicitation: The District agrees that it will not hire current employees of Consultant who worked on the District's account pursuant to this Agreement for a period of 2 years following the termination of this Agreement without the written approval of Consultant.

15. Confidentiality: The District is a provider of fire protection and emergency medical services and maintains certain confidential information for its employees and for the recipients of its services "Confidential Information." For purposes of this Agreement, Confidential Information includes any and all records and information that is protected from disclosure under the provisions of the Washington State Public Records Act, chapter 42.56 RCW, the Washington State Health Care Information Act, chapter 70.02 RCW and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In order to provide the Services, Consultant will require access to the Confidential Information. On receipt of Confidential Information, Consultant will:

- 15.1. Not use or further disclose the Confidential Information other than as permitted or required to perform the Services, or as required by law;
- 15.2. Use appropriate safeguards to prevent the use or disclosure of such Confidential Information;
- 15.3. Report to District any use or disclosure of such Confidential Information not provided for by this Agreement of which Consultant becomes aware;
- 15.4. Ensure that any Agents, including subcontractors, to whom Consultant provides Confidential Information agree to the same restrictions and conditions that apply to Consultant with respect to such Confidential Information;
- 15.5. At termination of providing Services, if feasible, return or destroy all Confidential Information that the Consultant still maintains in any form and retain no copies of such Confidential Information.
- 15.6. In addition, Consultant shall enter into a separate Business Associate Agreement referenced as **EXHIBIT B** prior to performing the Services.

16. Miscellaneous.

- 16.1. Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Consultant relating to the Services. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Consultant for District that are outside the scope of Services under this Agreement shall be performed pursuant to separately negotiated written agreements.
- 16.2. Non-Waiver. Waiver or forbearance by the District of any provision of the Agreement or any time limitation provided for in this Agreement shall be limited to the single instance of waiver or forbearance and shall not constitute an agreement by the District to waive or forbear in the future with respect to similar instances, nor shall any such waiver or forbearance constitute a waiver or forbearance with respect to any other provision of this Agreement.

16.3. Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Snohomish County Superior Court.

16.4. Savings Clause. If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

16.5. Document Use. Reuse of any such materials by District on any extension of this project or any other project without the written authorization of Consultant shall be at District's sole risk.

16.6. Responsibility for Others. Consultant shall be responsible to District for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by District nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16.7. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

LAKE STEVENS FIRE

CONSULTANT

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

Information Services Proposal

for:

Lake Stevens Fire Department



November 16, 2018

Sales Consultant: **Kelly Paletta**

T: 800-240-2821



Seattle | Spokane | Phoenix | Portland

Proprietary Information: The enclosed material is proprietary to ISOsource and therefore copyrighted. This material is presented for the purpose of product evaluation and may not be disclosed in any manner to anyone other than the addressee and his/her employer.

November 16, 2018

Mike Messer
Lake Stevens Fire Department
1825 S Lake Stevens Rd
Lake Stevens, WA 98258-1960

Dear Mike,

The pages that follow provide detailed information on how ISOsource will enable your organization to optimize its investment in technology.

ISOsource holds the rare distinction of being a Microsoft Gold Certified Partner (Server, Devices and Deployment, Cloud Accelerate) and Amazon Web Services Partner. We have extensive experience and multiple certifications from Apple, Cisco, VMware, SonicWALL, WatchGuard and more. Our robust internal infrastructure includes a centralized network operations center, several offices across the western US, 24-hour dispatch, a flexible and responsive field team, a fully-staffed help desk and a client portal for the tracking and management of service tickets.

We leverage our vast resources to provide response times and expertise that other firms simply can't match.

Thank you again for the opportunity to present this proposal. We look forward to providing Lake Stevens Fire Department with service that will keep you feeling happy, productive and supported in your use of technology for many years to come.

Sincerely,

Kelly Paletta
Sales Consultant
T:800-240-2821
F: 425-420-9002

Overview

Background

Lake Stevens Fire provides fire suppression and emergency medical service (EMS) to 44,000 people over 42 square miles. Our highly-trained emergency personnel responded to 6,126 calls in 2017, an 8.33% increase from the prior year. We are dedicated to providing the highest quality of service in the prevention and mitigation of emergency incidents in a growing community while remaining financially responsible.

The district's IT infrastructure includes 18 servers and 40 workstations.

Currently IT support at Lake Stevens Fire Department is provided by ISOsource. By outsourcing IT support, the district takes advantage 24/7/365 monitoring of IT infrastructure along with access to a highly skilled and highly available IT department—all at a fraction of the cost of retaining an entire IT department on staff.



Recommendations

To address the unique support needs of Lake Stevens Fire Department, we recommend:

Team Approach

Our resources are smart, fast and vast! In order to ensure a consistent and effective level of service we will dedicate a small team of hand-picked experts to support Lake Stevens Fire Department



Scheduled Maintenance and Strategic Guidance

Your dedicated team will perform diligent routine maintenance on the servers, workstations and network infrastructure. They will provide conscientious, carefully considered strategic guidance.



Remote Monitoring

Automated tools will monitor the health of your network 24/7. Your ISOsource team will be alerted to warning signs. When possible, they will remediate issues before they become critical.

Reactive Support

Help is just a phone call away. We are available 24/7 for reactive support issues, troubleshooting and emergency response.

These recommendations together create a highly effective end-to-end IT solution. Lake Stevens Fire Department will receive the benefits of working with a dedicated team of highly skilled IT professionals at a fraction of the cost of staffing an IT department.

ISOsource is noncontractual. Time and Materials billing ensures equitable and transparent billing.

Scheduled and Reactive Services from Your Dedicated Consulting Team

The time needed for maintenance is dependent on your environment, infrastructure and unique needs. During scheduled maintenance visits, the following checklist will be completed to ensure optimal performance of your servers and IT infrastructure:

Server Maintenance Tasks

- Review the remote server check results
- Review Windows Updates
- Validate Backups
- Check Server Hard Drives
- Antivirus (virus definitions, AV renewal)
- Operating System Service Pack
- Server Documentation



Network Administration and Other Equipment Checklist

- User Accounts
- Exchange
- SQL
- Firewall
- UPS
- Switch
- Review and Update Network Documentation
- Review Ticket History
- Warranty/Support/License Renewals

Additionally, your primary and secondary consultants are available along with other ISOutsource staff to work as directed by Lake Stevens Fire Department management and staff on:

- Reactive Troubleshooting and Problem Remediation
- Disaster and Contingency Planning
- Strategic Planning
- Vendor Management
- Projects
- And more

Our field consulting team is available for scheduled and reactive service 24/7/365.

Remote Monitoring

Remote monitoring ensures that the fire district's infrastructure is receiving 24/7/365 attention. Our monitoring tools provide robust inventory analytics and reporting across the entire computing environment.

Server Monitoring – 24/7/365

ISOsource utilizes a secure monitoring agent that is deployed onto your server(s). This automated tool enables our team to monitor the health of your network every minute of every day and respond accordingly. Your server is being monitored for potential disruptions to workflow such as low disk space, low memory, high CPU utilization, service failures, power outages, internet outages and more.

If the monitoring agent detects any issues your dedicated team is notified immediately, detecting problems long before they reach the catastrophic stage. Monthly you will receive reports of server performance; an uptime analysis and security patch deployments report.

Desktop/Laptop Monitoring

Disruption to workflow is lost revenue. Desktops and laptop machines are used all day, every day and the proactive maintenance of them is an oversight for many companies.

ISOsource desktop/laptop monitoring increases workstation reliability by completing the following activities:

- Patch management & deployment (monthly)
- Antivirus signature checks (every 4 hours)
- Spyware detection and removal (daily)
- Temporary file deletion & internet debris removal (twice weekly)
- Disk space monitoring (ongoing)
- S.M.A.R.T disk health monitoring (twice weekly)

Additionally, the monitoring tool provides a mechanism to easily track and report on your hardware and software assets, as well as antivirus licensing.



Remote Help Desk Support

Remote Help Desk Support provides the expert talent needed to remotely support your organization. We can work directly with end users; guide power users; or we can assist your internal IT department in whatever capacity necessary to ensure the quickest path to problem resolution.

ISOsource's remote support team is not based overseas.

ISOsource support engineers are more experienced than the typical entry-level help desk staff you may have had to tolerate elsewhere. ISOsource support engineers are expert network administrators. They don't work solely from predefined troubleshooting scripts. They leverage real world experience and knowledge to quickly resolve problems and restore productivity.

Our support engineers endeavor to resolve trouble tickets on the first call. The typical support desk call takes 15-30 minutes to resolution. We bill in 15-minute increments. Should the need for escalation arise, the support engineers have access to over 40 highly skilled field consultants.

The highly skilled experts on our help desk are available for rapid response Monday through Friday from 6:00 a.m. to 6:00 p.m. Pacific Time.

By leveraging ISOsource, you are ensuring that your end-users always have access to the support they need for productive and happy computing.



ISOsource Remote Support Service Board

About ISOutsource

At ISOutsource, our mission is to provide outsourced technology support and technology consulting services that leave you feeling happy, productive and supported. We strive to achieve the highest standards of professionalism and customer service.

Formed in 1992, we have decades of experience in assisting organizations like yours to maximize the return on their investment in technology.

ISOutsource has well over 500 active clients.

Current clients include: Mahlum Architects, Gallatin Public Affairs, Berntson Porter & Company, City of Everett, City of Monroe, Theo Chocolate, Erickson & McGovern Architects, Merrill Gardens, Accenture | Solutions IQ, CU Business Group, The Museum of History and Industry (MOHAI) and many more.

ISOutsource holds the rare distinction of being a Microsoft Gold Partner and an Amazon Web Services Consulting Partner. This ensures our clients the highest level of service, whether supporting their Windows servers and workstations or helping them transition to cloud-based solutions.

Nominated as one of Washington's Best Places to work by the Puget Sound Business Journal, we currently employ over 85 people and we are growing steadily. Our technical staff consists of over 60 consultants, systems engineers, support techs, project managers, solutions architects and technology directors. Sales, administration and management positions account for the remaining positions within the company.

Because stability matters, we want you to know that you are choosing a partner that continues to experience consistent growth, paired with profitability and remains cash positive.

ISOutsource's corporate headquarters are located in [Bothell](#), Washington, with additional offices located in [Seattle](#), [Spokane](#), [Phoenix](#) and [Portland](#). We serve clients with offices all over the world; however, the majority of them are owned and operated in the Western United States.

"ISOutsource has been a highly competent and trusted partner for us. They provide not only the strategic insight into how technology can help our business but are there on a regular basis to keep us running at top speed at a cost that is less than we would spend bringing it in house"

Anne Lawler, Managing Member
Jameson, Babbitt Stites & Lombard
PLLC



Microsoft Partner

Gold Server Platform
Gold Devices and Deployment
Gold Midmarket Solution Provider
Cloud Accelerate

Proposal

The table below provides a representation of the hours and services needed for ongoing support and maintenance in an average month. Actual demand for services may vary from month to month, this table represents an average based on 1/12 of projected annual utilization.

Recurring Costs - Monthly

Essential Support Consulting Services	Hourly Rate	Estimated Hours	Extended Price
Scheduled and Reactive Service			
<i>Support Tech</i>	\$149.00	8	\$1,192.00
<i>Consultant / Systems Engineer</i>	\$180.00	8	\$1,440.00
<i>Senior Consultant / Senior Systems Engineer</i>	\$204.00	15	\$3,060.00
<i>Managing Consultant/Solutions Architect</i>	\$227.00	8	\$1,816.00
Total Estimate for Monthly Essential Support Consulting:			\$7,508.00
Essential Fixed Price Remote Services	Per Unit Rate	Quantity	Extended Price
<i>Server Monitoring</i>	\$30.00	18	\$540.00
<i>Desktop/Laptop Monitoring w/Antivirus</i>	\$6.00	40	\$240.00
<i>Network Devices</i>	\$10.00	5	\$50.00
Total for Monthly Fixed Price Remote Services:			\$830.00

Prices do not include sales tax, which may apply for some services. Estimated annual sales tax is approximately \$5000.00.

Schedule 1: 2019 Schedule of Rates Services

Work Role Resource	Hourly Rate*
Support Tech / Field Tech	\$149
Consultant / Systems Engineer	\$180
Senior Consultant / Senior Systems Engineer	\$204
Managing Consultant / Solution Architect	\$227
vCIO / CIO Services	\$258

* Rate Discounts Available via our Prepaid Block of Support Program (see below)

Business Hours

Work Type	Time of Day	Rate Adjustment
Regular Weekday	6am – 6pm Mon-Fri (excluding holidays)	1x
Evening Weekday	6pm – 6am Mon-Fri (excluding holidays)	1.25x
Weekend	6pm Fri – 6am Mon	1.5x
Company Holiday	Entire day	1.5x

Block of Support

Purchasing a Prepaid Block of Support (BOS) discounts the Regular Hourly Rate by \$10 per hour. The Prepaid BOS must be paid in advance and used within 12 months of purchase. The size of the BOS is based on your monthly IT Support Plan and budget. Your real time BOS balance can be accessed at any time via our Customer Portal. The BOS size is reviewed quarterly to ensure that it is in sync with your budgeted level of service provided monthly.

Note

- After hours rates apply.
- Minimum time billed is 15 minutes.
- Travel time is billed door to door.
- There are no additional charges for parking and mileage.
- Rates exclude applicable state and local sales tax.

Schedule 1: 2019 Schedule of Rates Continued

Remote Monitoring & Management

Product	Instance Rate
Professional Server Remote Monitoring & Management + AV	\$30/mo
Professional Network Monitoring and Management	\$10/mo
Professional Desktop Remote Monitoring & Management + AV	\$6/mo

Packaged Service

Product	Instance Rate
Server Health Check	\$100
External Vulnerability Scan & Assessment (up to 5 IPs)	\$100 (+\$10 add'l IP)
External PCI Vulnerability Scan & Assessment (up to 2 IPs)	\$150 (+\$20 add'l IP)

Scripted Remediation

Product	Hourly Rate
Scripted Issue Remediation (billed in 1-minute increments)	\$145

Note

- Services offered and availability subject to change.
- Rates exclude applicable state and local sales tax.

Internal Controls

At ISOsource, we make a concerted effort to implement effective internal controls within our infrastructure, applications, operations and people to protect our clients' data and ensure business continuity. The following list highlights some of our mechanisms, policies and processes:

Physical security

- ☑ Key cards control access to all of our facilities and provide an access audit trail.
- ☑ Physical equipment including server and network assets are locked with restricted access.
- ☑ Service bench and build rooms are locked when not occupied.
- ☑ Sensitive printed materials are stored in locked file cabinets.

Human Resource Policy

- ☑ Background checks including criminal, employment, education, and credit are performed on all personnel as part of the hiring process.
- ☑ Formal exit procedures take place when employment is terminated to ensure revocation of privileges and physical access.

Logical Controls

- ☑ Client passwords are stored within an encrypted logical password vault, which restricts access and logs requests for auditing purposes.
- ☑ User accounts are not shared.
- ☑ Strong passwords are enforced within all ISOsource information systems.
- ☑ Data is backed up several times per day.
- ☑ Critical data is encrypted before transmittal to geographically dispersed data centers as part of the backup and disaster recovery process.
- ☑ Access to critical applications like accounting applications and our customer database is limited and requires standard authentication with multifactor authentication enforced.
- ☑ All internet facing applications are secured with TLS 1.1 or greater session encryption.

Procedures

- ☑ Servers and workstations are monitored 24/7.
- ☑ All workstations, laptops and servers receive automated operating system and application patching. All servers are patched weekly and workstations nightly upon the approval of released patches.
- ☑ Vulnerability assessments are performed on a regular basis to test the perimeter and inside of the network against thousands of known vulnerabilities.
- ☑ Enterprise grade antivirus and host intrusion prevention systems are installed on all servers and workstations.

Disaster recovery and Business Continuity

- ☑ Distributed offices, distributed workforce.
- ☑ Backup and disaster recovery service enables virtualization of failed servers within minutes.
- ☑ Sufficient measures are in place to ensure access to power, IT infrastructure (servers and workstations), communications (phone and internet) and even office space within 48 hours of a disaster.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement “Agreement” is entered into effective the 1st day of January, 2019 by Lake Stevens Fire “Covered Entity” and ISOsource “Business Associate.”

RECITALS

1. Covered Entity is a provider of emergency medical services and maintains certain confidential protected Health Information and records concerning its patients; and
2. Business Associate will be providing Covered Entity with the services as set forth in a Consultant Agreement “Services.”
3. Covered Entity and Business Associate have agreed to conduct all of their business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and associated rules as set forth in 45 CFR parts 160 and 164 (“HIPAA”); and
4. In order to provide the Services, Business Associate and its directors, officers, partners, employees, advisors, agents and consultants (the “Agents”), will require access to Health Information that identifies Covered Entity patients.
5. For purposes of this Agreement, Health Information includes information created or received by the Covered Entity that relates to health care services provided to a Covered Entity patient, including demographic information collected from patients and other individuals, that identifies the individual patient or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify an individual patient; and
6. It appears that the Business Associate is a Business Associate of the Covered Entity as that term is defined in the HIPAA regulations; and
7. Covered Entity is willing to provide Business Associate with access to the Health Information to enable Business Associate to perform the Services consistent with chapter 70.02 RCW and HIPAA.

AGREEMENT

In consideration for granting Business Associate access to the Health Information and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate agrees as follows:

- 1. Permitted Uses.** Business Associate may use or disclose Covered Entities Health Information as necessary to perform Business Associate's Services as set forth in Recital 2 above and any Underlying Contracts between Business Associate and Covered Entity.
- 2. Confidentiality.** Business Associate and its Agents agree to keep the Health Information strictly confidential and will use and/or disclose the Health Information solely for the purpose of providing the Services. Business Associate will disclose the contents of the Health Information to its Agents only as minimally necessary and only to the extent required for the Business Associate to provide the Services.
- 3. Confidentiality and Subcontractors.** Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 4. General Privacy Compliance.** Business Associate shall maintain and safeguard the privacy, security, and confidentiality of all Health Information transmitted or received from the Covered Entity in accordance with the provisions of chapter 70.02 RCW and HIPAA, as amended, and in accordance with all other applicable federal, state and local statutes, regulations and Covered Entity policies regarding the confidentiality of patient Health Information.
- 5. Minimum Necessary.** Business Associate agrees to limit all uses and disclosures of Health Information to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate agrees that in all uses and disclosures that it will include only the minimum amount of Health Information necessary to accomplish the purpose of the use or disclosure as necessary for Business Associate to perform the Services.
- 6. Underlying Contracts.** This Agreement is incorporated into all existing and current contract(s) "Underlying Contracts" between the parties under which Business Associate is carrying out activities or functions involving the use of Covered Entities Health Information.
- 7. Privacy and Security Obligations.** On receipt of Health Information, Business Associate will:
 - 7.1.** Not use or further disclose the Health Information other than as permitted or required by this Agreement, or as required by law;
 - 7.2.** Use appropriate safeguards to prevent the use or disclosure of such Health Information other than as provided for by this Agreement;
 - 7.3.** Report to Covered Entity any use or disclosure of such Health Information not provided for by this Agreement of which Business Associate becomes aware; whether such use, disclosure,

breach or security incident is caused by Business Associate or Business Associate's subcontractors;

7.4. Ensure that any agents, including subcontractors, to whom Business Associate provides Health Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Health Information;

7.5. Make Health Information available for inspection and copying in a manner consistent with Covered Entity Policy and all applicable laws;

7.6. Make Health Information available for amendment and incorporate any amendments to Health Information in a manner consistent with Covered Entity Policy and all applicable laws;

7.7. Make Health Information available as required to provide an accounting of disclosures in a manner consistent with Covered Entity Policy and all applicable laws;

7.8. Incorporate any amendments or corrections to the Health Information when notified in a manner consistent with Covered Entity Policy and all applicable laws;

7.9. Maintain all records of Health Information received from, or created or received on behalf of, the Covered Entity and document subsequent uses and disclosures in a manner consistent with Covered Entity Policy and all applicable laws. Business Associate shall maintain such records and accountings for a minimum of six years;

7.10. Make Business Associate's internal practices, books and records relating to the use and disclosure of Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Secretary of Health and Human Services ("HHS") for purposes of determining the Covered Entity's compliance with HIPAA;

7.11. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity.

7.12. At termination of the Agreement, if feasible, return or destroy all Health Information that the Business Associate still maintains in any form and retain no copies of such Health Information or, if such return or destruction is not feasible, extend the protection of this Agreement to the Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Health Information not feasible.

8. De-Identification. Business Associate may store, analyze, access and use components of Health Information that have been "de-identified" and that do not contain individually identifiable Health Information, provided that any such use is then consistent with applicable law.

9. Indemnification. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and its commissioners, employees, officers and agents against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by the Covered Entity or its commissioners,

employees, officers and agents as a result of any violation of, or failure to comply with, the provisions of this Agreement by Business Associate and/or its Agents.

10. Limitation of Liability. Business Associate acknowledges and understands that Covered Entity makes no representations or warranties, express or implied, regarding the content or completeness of the Health Information provided to Business Associate. Business Associate agrees to release Covered Entity and its commissioners, employees, officers and agents, from all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Business Associate or its Agents by reason of the use or disclosure of the Health Information.

11. Breach of Agreement - Termination.

11.1. In the event that the Covered Entity becomes aware of a pattern or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, which breach is not cured within five (5) days after notice is provided to the Business Associate, this Agreement shall terminate.

11.2. In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the Covered Entity shall have available to it any legal or equitable right or remedy to which Covered Entity is entitled, including but not limited to, injunctive relief. Covered Entity shall not be deemed to have waived any of its rights or remedies because of its failure or delay in exercising any such right or remedy in a particular instance.

12. Re-Negotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA.

13. Miscellaneous Provisions.

13.1. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

13.2. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the parties whether by operation of law or otherwise.

13.3. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its address as set forth below. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.

13.4. If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

13.5. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties or, in the case of a waiver, by the party waiving compliance. The waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.

13.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be performed entirely within such State, with regard to principles of conflicts of law. The venue of any action arising under this Agreement shall be in King county Washington.

13.7. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

14. Term. The term of this Agreement shall be identical to the term specified in any Underlying Contracts, the terms of which are incorporated herein by this reference. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.

<p>BUSINESS ASSOCIATE: ISOutsource</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name:</p> <p>DATE: _____</p>	<p>COVERED ENTITY: Lake Stevens Fire</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: Kevin K. O'Brien, Fire Chief</p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p>	<p>NOTICES TO BE SENT TO:</p>
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JOINT MEETING BUSINESS

DRAFT SNOHOMISH COUNTY FPD NO. 7 AND LAKE STEVENS FIRE MERGER

GOVERNING RULES AND BOARD POLICIES

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SECTION - 1. AUTHORITY

- 1.1. **Status.** Snohomish County Fire Protection District No. 7 is a municipal corporation organized and operating pursuant to Title 52 RCW.
- 1.2. **Board of Commissioners.** The Board of Commissioners “Board” possesses the powers and authority as set forth in Title 52 RCW and other applicable provisions of the Revised Code of Washington.
- 1.3. **Purpose.** The Board of Commissioners hereby establishes the following Governing Rules and Board Policies to guide the conduct of the Board in managing the operation of the fire district. These rules shall be in effect upon adoption by resolution of Board and until such time as they are amended or new rules are adopted in the manner provided by these rules.

SECTION - 2. COMMISSIONERSHIP/QUORUM/VOTING/VACANCIES

- 2.1. **Commissioner Positions.** The Board of Commissioners consists of five Commissioner positions each with a six-year term. Elected Commissioners shall take office at the first meeting in January following an election, provided that Commissioners elected to fill the remainder of a vacant term may take office at the first meeting following the certification of the election.

- 2.2. Commissioner Oath.** Commissioners shall take an oath of office before beginning to perform the duties of the office, but no more than ten days prior to the date the Commissioner's term begins.
- 2.3. Individual Commissioners.** Each Commissioner is an elected or appointed representative of the residents of the Fire Protection District. Commissioners are entitled to vote on all matters coming before the Board and to make and second motions regardless of whether the Commissioner is serving as chair. Commissioners shall, however, be governed by the provisions of these Rules and chapter 42.23 RCW in respect to any matter in which the Commissioner may have a conflict of interest. Individual Commissioners do not have authority to manage or direct the affairs of the District. Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by action of the Board. The principal executive and administrative officer of the District is the Chief who has the responsibility for the management of the daily affairs of the District, for the supervision of District personnel and for the establishment of a chain of command to carry out such supervision. Commissioners are encouraged to become familiar with the District operations and to meet the paid and volunteer personnel of the District. It is a policy of the District, however, that individual Commissioners shall not supervise, direct or discipline District personnel. In the event a Commissioner shall be dissatisfied with the operation or any action of the District or its personnel, the Commissioner shall bring such dissatisfaction to the attention of the Board at a meeting of the Board.
- 2.4. Quorum.** A quorum shall constitute a simple majority of filled Commissioner positions.
- 2.5. Voting.** The Board shall act by majority vote except where statutory requirements require a supermajority or unanimous vote in which case the statutory requirement shall control. Voting shall occur as follows:
- (a) Voice vote.** A generalized verbal indication by the Board as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Board. Silence of a Commissioner during a voice vote shall be recorded as a vote with the prevailing side, except where such a Commissioner abstains because of a stated conflict of interest or appearance of fairness.
 - (b) Roll call vote.** A roll call vote may be requested by the Chair or by any Commissioner.
 - (c) Abstentions.** It is the responsibility of each Commissioner to vote when requested on a matter before the full Board. However, a Commissioner may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
 - (d) Votes by Chair.** The Chair may vote on the same basis as any other Commissioner.
- 2.6. Absences.** Commissioners will inform the Chair or Board Secretary if they are unable to attend any Board meeting, or if they knowingly will be late to any meeting. The minutes will show the Commissioner as having an excused absence unless the Board approves a motion declaring the absence to be unexcused.

- 2.7. Removal of Commissioner.** If a Commissioner has three unexcused absences from three consecutive regularly scheduled meetings of the Board the Commissioner shall be removed from the Board and that member's position shall be considered as a vacancy to be filled in accordance with Section 2.8. The Board Secretary shall notify the Commissioner by mail after two consecutive unexcused absences that the position will be declared vacant if the Commissioner is absent without being excused from the next regularly scheduled meeting of the Board.
- 2.8. Vacancies.** In case of a board vacancy, the remaining Commissioners shall fill such vacancy by appointment. The appointee shall be a registered voter residing within the jurisdictional boundaries of the District and shall serve until the next regularly scheduled fire district general election, at which time the individual elected shall take office on the certification of the election and serve the remainder of the unexpired term. The board may fill the position immediately or may go through an application process substantially as follows:
- (a) The Board will publish notice of the vacancy and receive applications from any qualified persons seeking to fill the position for a minimum of fifteen calendar days after suitable public notice.
 - (b) After applications have been received, the Board may conduct interviews of the candidates in an open public meeting.
 - (c) The Board shall appoint a qualified individual to fill the vacancy within ninety (90) days, by a vote of the remaining fire Commissioners.
 - (d) If the Board fails to fill the vacancy within the ninety-day period the Board shall notify the county legislative authority and the county legislative authority shall make the appointment.

SECTION - 3. BOARD CHAIR SELECTION/DUTIES

- 3.1. Selection of Chair.** Annually at the first meeting in January of each year, or if required at other times by changes in the Commissionership, the members thereof, by majority vote, shall designate one Commissioner to serve as Chair and one Commissioner to serve as Vice Chair for the ensuing year. Nominations will be called for and closed by the governing Board before the vote.
- 3.2. Conduct of Meetings.** The Chair shall preside at all meetings of the Board and, in the absence of the Chair, the Vice Chair will act in that capacity. If both the Chair and Vice Chair are absent and a quorum is present, the Board shall elect one of its members to serve as Chair until the return of the Chair or Vice Chair.
- 3.3. Duties of the Chair:**
- (a) Shall preserve order and decorum at all meetings of the Board and cause the removal of any person from any meeting for disorderly conduct;

- (b) Shall observe and enforce all rules adopted by the Board;

SECTION - 4. BOARD SECRETARY

- 4.1.** The Board shall appoint a qualified individual to serve as Secretary to the Board of Commissioners as required by RCW 52.14.080. The Secretary shall take an oath of office and shall perform all duties as required by law or as assigned by the Board.

SECTION - 5. BOARD MEETINGS

- 5.1. Open Public Meetings.** All meetings of the Board shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30. The Board Secretary, or designee, shall be responsible for preparing agendas for all Board meetings. The Board Secretary, or designee, shall cause to be prepared minutes of all of the Board meetings, which minutes shall contain an account of all official actions of the Board. The open public portions of the Board meetings shall be electronically recorded and retained for the period of time as provided by State law.
- 5.2. Regular Meetings.** The date, time and location of the regular meetings of the Board shall be established by Resolution of the Board.
- 5.3. Special Meetings.** Special Meetings may be called by the Chair or by a quorum of the Board by written notice delivered to each member of the Board in the manner required by RCW 42.30.080.
- 5.4. Emergency Meetings.** Emergency meetings may be called by the Chair, in accordance with RCW 42.30.070.
- 5.5. Executive and Closed Sessions.** The Board may hold executive sessions pursuant to a purpose authorized under RCW 42.30.110 and may hold closed meetings pursuant to RCW 42.30.140. Attendance in executive sessions or closed meetings shall be limited to the Commissioners and such other staff members and consultants authorized by the Chair or a majority of the Commissioners. The public is restricted from attendance. Executive and closed sessions shall not be recorded.
- 5.6. Cancellation of Meetings.** Meetings may be canceled by a majority vote of the Board and proper notice given by the Board Secretary.

SECTION - 6. ORDER OF BUSINESS/REGULAR BOARD MEETING AGENDA

- 6.1. Agenda Preparation.** All items to be included on the Board's agenda for consideration should be submitted to the Board Secretary, in full by Noon two days preceding each regular Board meeting. The Board Secretary shall then prepare a proposed agenda according to the order of business, for approval by the Chair, or Chair's designee. A final agenda will then be prepared by the Board Secretary and distributed to Commissioners as the official agenda for the meeting. The agenda shall be posted on the District website at least 24 hours in advance of the meeting but may be modified at any time. The agenda format of the Regular Board meeting shall be substantially as follows:

- (a) **Call to order.** The Chair shall call the meeting to order.
- (b) **Flag salute.** The Chair, Commissioners and, at times, invited guests will lead the flag salute.
- (c) **Roll call.** The Chair will call the roll. Commissioners may request to be excused from a meeting by requesting the same of the Chair in advance of the meeting.
- (d) **Agenda modifications.** Changes to the Board's published agenda may be requested and announced at this time.
- (e) **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Chair or the Board regarding a non-controversial event, activity or special interest group which has a major authority-wide impact.
- (f) **Public Comment.** Members of the audience may comment on items relating to any matter related to District business under the Public Comment period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic pursuant to the rules established under Section 8 of these Rules. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board when specifically invited to do so by the Chair.
- (g) **Union Comment**
- (h) **Chief's Report.** The Chief, or Chief's designee, shall provide a report informing the Board of the operations of the District.
- (i) **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Commissioner may remove any item from the Consent Agenda for separate discussion and action..
 - (i) Approval of minutes.
 - (ii) Fixing dates for public hearings and appeals.
 - (iii) Approval of claims and vouchers, bid awards and contracts.
 - (iv) **Correspondence.** The Board Secretary or Chief shall report to the Board regarding correspondence received that is relevant to the Board's proceedings. The content of the correspondence shall be summarized but shall not, unless requested by a Commissioner, be read into the recordCorrespondence
 - (v) Other items designated by the Board of Fire Commissioners.

- (j) **Board Committee Reports.** Board Committee Chairs report on action and activities of their respective Board Committees.
- (k) **Commissioner Reports.** The Chair and Commissioners may report on significant activities since the last regular meeting, to inquire on matters of general District business, or to initiate investigation or action on a matter of concern.
- (l) **Old Business.** Unfinished business of a general nature.
- (m) **New Business.** Business that has not been previously before the Board of Fire Commissioners.
- (n) **Good of the Order.**
- (o) **Future Meetings.**
- (p) **Executive Sessions.** When executive sessions are required the Chair shall announce the time of the executive session and the purpose of the executive session with specific reference to the statutory authority for the executive session. The Chair may, but is not required, to announce whether action is anticipated to follow the executive session. Executive sessions may be extended as necessary by announcing the time extensions.
- (q) **Adjournment.**

SECTION - 7. CONDUCT AT MEETINGS/DEBATES/RULES OF PROCEDURE

- 7.1. **Interruption.** No member of the Board, including the Chair, shall interrupt or argue with any other member while such member has the floor, other than the Chair's duty to preserve order during meetings.
- 7.2. **Courtesy.** All speakers, including members of the Board, which includes the Chair, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Chair, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Board, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.
- 7.3. **Challenge to Ruling.** - Any member of the Board, including the Chair, shall have the right to challenge any action or ruling of the Chair, or member, as the case may be, in which case the decision of the majority of the members of the Board present, including the Chair, shall govern.
- 7.4. **Rules of Order.** These Rules establish the governing rules of order for the Board. In the event a situation arises in which these Rules do not adequately address or resolve a procedural issue, then, except where such rules conflict with these rules or state law, the

rules of procedure for small boards established in the latest edition of *Roberts Rules Of Order, Newly Revised* shall control.

- (a) If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed for those matters.
- (b) A motion that receives a tie vote is deemed to have failed.
- (c) When making motions, Commissioners shall be clear and concise and not include arguments for the motion within the motion.
- (d) After a motion has been made and seconded, the Commissioners may discuss their opinions on the issue prior to the vote.
- (e) If any Commissioner wishes to abstain, from a vote, that Commissioner shall advise the Board, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Commissioner perceives a need to abstain, provided that, prior to the time that a Commissioner gives advice of an intent to abstain from an issue, the Commissioner may confer with the District Attorney to determine if the basis for the Commissioner's intended abstention is appropriate. If the intended abstention can be anticipated in advance, the conference with the District Attorney should occur prior to the meeting at which the subject matter would be coming before the Board.
- (f) A motion may be withdrawn by the maker of the motion at any time without the consent of the Board.
- (g) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (h) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (i) Debate of a motion only occurs after the motion has been moved and seconded.
- (j) The District Attorney shall act as the Board's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Board meeting.
- (k) These rules may be amended, or new rules adopted, by a majority vote of the full Board.

SECTION - 8. PUBLIC COMMENTS

- 8.1.** Persons addressing the Board, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Board as a whole. The Board Secretary shall serve as timekeeper. The Chair, or a majority of the Board, may make exceptions to the time restrictions of persons addressing the Board when warranted, in the discretion of the Chair or the Board.
- 8.2.** Any person making personal, impertinent or slanderous remarks while addressing the Board shall be barred from further audience participation by the Chair, unless permission to continue is granted by a majority vote of the Board.

SECTION - 9. BOARD MEETING STAFFING

- 9.1. Board Secretary.** The Board Secretary shall attend all meetings of the Board unless excused by the Chair or the Chief and in such event, an acting Board Secretary shall be designated to attend the meeting by the Chair or the Chief.
- 9.2. Fire Chief.** The Fire Chief or designee shall attend all meetings of the Board unless excused.
- 9.3. District Attorney.** The District Attorney shall attend all meetings of the Board when requested by the Chief or the Chair and shall, upon request, give an opinion, either written or oral, on legal questions.

SECTION - 10. BOARD COMMITTEES AND CITIZEN ADVISORY BOARDS

12.1. The Standing Committees of the Board of Commissioners are as follows:

(a)

SECTION - 11. BOARD REPRESENTATION

- 11.1.** If a Commissioner appears on behalf of the District before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Commissioner needs to state the majority position of the Board if known, on such issue. Personal opinions and comments which differ from those of the Board majority may be expressed if the Commissioner clarifies that these statements do not represent the Board's position. Commissioners need to have other Commissioner's concurrence before representing another Commissioner's view or position with the media, another government agency or community organization.

SECTION - 12. CONFIDENTIALITY

- 12.1.** Commissioners should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the District's position is not compromised. Confidentiality also includes information provided to Commissioners

outside of Executive Sessions when the information is considered exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION - 13. BOARD COMPENSATION

13.1. Commissioner Compensation. Commissioners shall receive compensation in the manner provided in RCW 52.14.010 implemented in accordance with the following rules. It is the function of the Board to approve the services that any member is authorized to perform for the District. Members of the Board shall be entitled to receive the full amount of compensation authorized by statute for the following activities:

- (a) Actual attendance at all regular and special meetings of the Board.
- (b) Attendance at regular Fire Commissioners Association meetings and at meetings of the Board of Directors of the Association if the Commissioner is a member of the Board.
- (c) Attendance at Washington Fire Commissioners Association meetings, conferences and seminars.
- (d) Attendance at Fire District related seminars and educational classes.
- (e) Attendance at Fire District open house functions.
- (f) Travel time when a separate day of travel is required because of the location and scheduling of the activity.
- (g) Attendance at or preparation for Fire District related activities approved by the Board.

13.2. Waiver of Commissioner Compensation. Any Commissioner may waive all or any portion of his or her compensation payable under this section, by a written waiver filed with the Board Secretary prior to the date on which the compensation would otherwise be earned. The waiver shall specify the time period or the specific activities for which the waiver is made.

13.3. Commissioner Expense Reimbursement. Commissioners shall, on approval by the Chair, receive reimbursement of reasonable expenses incurred in attending activities, meetings and events held outside of the District including the following:

- (a) Mileage reimbursement for use of personal automobiles at the District approved rate together with parking fees, ferry fees, etc.
- (b) Registration fees for conferences, seminars and educational classes related to governance of the District.

- (c) Actual expenses for overnight accommodations when required by the nature of the activity attended (receipts required) not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website .
- (d) Actual Meal expense including gratuity (receipts required) when meals are not provided in the registration fee at an event attended not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website.

SECTION - 14. ACCESS TO DISTRICT RECORDS

- 14.1. Each Commissioner shall have access to District records during regular business hours of the District; provided, that the review or examination of the records shall not interfere with the normal operation of the District staff. Commissioners shall not remove original District records from District buildings. The administration shall provide copies of records requested by Commissioners subject to the following limitations:
- 14.2. No copies of confidential records will be provided without prior approval of the Board.
- 14.3. Copies will be provided promptly, provided the copying shall not unduly interfere with normal operations of the administrative personnel.
- 14.4. District records and information obtained from District records may not be used by Commissioners for non-District business nor disclosed to unauthorized persons.

SECTION - 15. PERSONAL LIABILITY PROTECTION

- 15.1. **Insurance.** The Commissioners shall be included as named insureds on all applicable District insurance policies. In the event a Commissioner shall be individually named as a defendant in any litigation arising out of the performance by the Commissioner of District business and the District's insurance carrier shall deny coverage and refuse to provide defense to the action, the District shall provide the Commissioner with defense coverage and liability protection subject to the following conditions:
 - (a) The cause of action must have arisen as a result of the action or non-action of the Commissioner while acting within the scope and authority of the office of Commissioner.
 - (b) The cause of action must not have arisen as a result of intentionally negligent or criminal conduct of the Commissioner.
- 15.2. **Liability Protection Procedure.** The following procedure shall be used to determine if the District shall provide the defense and liability coverage for a Commissioner.
 - (a) The matter shall be referred to the District's attorney for investigation and review.
 - (b) The District's attorney or designee shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Commissioner.

- (c) The District's attorney shall report to the Board in writing the results of the investigation and research. A copy of the report shall be furnished to each Commissioner under the attorney-client communication privilege.
- (d) The Board shall make the final determination based on the report and investigation of the attorney.

SECTION - 16. ETHICS

- 16.1. Purpose.** The District and its Commissioners find that the proper operation of a fire protection district, as a taxpayer-supported public entity, requires that public officers, and particularly elected officials primarily responsible for the lawful management of the municipal corporation, be ethical, independent, impartial and responsible to the people, as fiduciaries. This policy is limited in scope; it only applies to the Commissioners of this District.
- 16.2. Policy.** The policy of the District is that this Ethics Policy shall be strictly adhered to, and that it shall be interpreted liberally so as to accomplish its purpose. The goal of the District is to establish and maintain the highest ethical standards for its leaders, so that they may establish an example for all District employees to emulate. The expectations of the Board and the District shall be that the prohibitions contained herein will always be honored and that the recommendations contained herein will be aspired to, and achieved whenever feasible.
- 16.3. Definitions.** The following terms or words shall have the following meanings, throughout this ethics policy:
- (a) **Major Infraction:** A major infraction means and includes misfeasance, malfeasance, violation of the oath of office, violation of the Washington State or U.S. Constitution or a state statute or any other offense listed herein that involves honesty or integrity.
 - (b) **Minor Infraction:** A minor infraction means any ethics code violation not deemed to be major.
 - (c) **Misfeasance:** Misfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, misfeasance means the performance of a duty in an improper manner or with the appearance of impropriety.
 - (d) **Malfeasance:** Malfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, malfeasance means the commission of an unlawful act.
 - (e) **Violation of oath of office:** This term is also defined by statute, and means the neglect or willful failure of an elected public official to perform faithfully the duties imposed by law. Violation of a statute, particularly one that prescribes a duty for a Commissioner, would be an example of a violation of the oath of office.

16.4. Prohibited Conduct- A Commissioner Shall Not:

- (a) Have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature that is in conflict with the proper discharge of the Commissioner's duties.
- (b) Be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the Commissioner, in whole or in part, and shall not accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in any such contract, sale, lease, purchase, or grant, except as set forth below.
- (c) Use his or her position to secure special privileges or exemptions for himself, herself, or others.
- (d) Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the District, for a matter connected with or related to the Commissioner's services unless provided for by law.
- (e) Receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment of the Commissioner, or be considered as part of a reward for action or inaction.
- (f) Accept employment or engage in business or professional activity that the Commissioner might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- (g) Neither disclose confidential information gained by reason of the Commissioner's position, nor may the Commissioner otherwise use such information for his or her personal gain or benefit.
- (h) Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the District, where such Commissioner's assistance is, or to a reasonable person would appear to be, enhanced or affected by the Commissioner's position.
- (i) Employ or use any District employee or other person, District funds or money, or District property under the Commissioner's official control or direction, or in his or her official custody, for the private benefit or gain of the Commissioner, an employee of the District, or another person, except as allowed by law. This section does not prohibit use of public resources to benefit citizens or others when such is part of District functions or official duties, or otherwise allowed by law.
- (j) Use the facilities, personnel or resources of the District to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to RCW 42.17A.555.

- (k) Participate, by voting or otherwise, in any issue that comes before the Board, when the Commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
- (l) Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of Commissioner, if concurrently serving as a Commissioner.

16.5. Recommended Conduct - At All times a Commissioner should:

- (a) Respect and comply with the law.
- (b) Act at all times in a manner that promotes public confidence in the office of Commissioner.
- (c) Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.
- (d) Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
- (e) Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
- (f) Have the courage to do what is right and stand up for those without power or authority.
- (g) Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
- (h) Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
- (i) Lead by example.
- (j) Never forget that public office requires public trust and confidence.

16.6. Exceptions.

- (a) A Commissioner is allowed by state statute to be financially involved in a contract with the District, so long as payment to the Commissioner or his/her business does not exceed \$1,500.00 in any calendar month, provided that such Commissioner shall not vote on any such contract in which he/she is beneficially interested. Moreover, such interest shall be disclosed to the Board and noted in the minutes before formation of the contract.

- (b) A Commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).
- (c) A Commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the Commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of an employee of a contracting party, where the compensation of that employee (Commissioner) consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a Commissioner who attempts to influence, or does influence other District officers with respect to entering into the contract.

16.7. Complaints. All complaints or requests for investigation of an alleged violation of this policy shall be in writing and signed by the complainant.

(Draft) Board Meeting Rules of Engagement (Draft)

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

- Collaborate and enjoy the team – Support each other
- Tough on problems - Easy on people
- Ideas not individuals are challenged – Everyone has a voice
- Seek first to understand, then to be understood
- Active & respectful listening and speaking
- Suspend judgement and assume goodwill
- Share the time
- Stick to the agenda
- All problems may not be solved in one meeting – Move new items to Action for future agenda items
- Support problem solving collaboration prior to the meeting.
- We will start and end on time - Two hour meeting time limit
- Please try to submit agenda items and time needed to the Chair at least 24 hours prior to the meeting.
- Respect the chair's direction of the meeting
- Make the meeting a high priority
- Commit to full participation and engagement – Limit personal technology use
- Be respectful when engaged in the discussion and debate of issues – We will support the final decisions made in the meeting and in public
- Embrace organizational buy-in
- Assign action items and be accountable in accomplishing them
- The speaker has the floor – Please listen – Avoid side conversations
- Confidential discussion must remain confidential
- The chair will summarize key points and action items at the end of the meeting
- The Rules of Engagement are always open to revision
- Suspend your ego
- Employ patience regarding how others process information
- Value the perspectives of others
- Own your stuff – Be accountable
- Don't talk to talk – Be mindful of what you are going to say
- Stay humble