



COMMISSIONER BOARD MEETING

**March 12, 2020
5:30 PM
Fire District 7 Station 31 Training Room**

**SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

AGENDA

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



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

BOARD OF FIRE COMMISSIONERS MEETING AGENDA SNOHOMISH COUNTY FIRE DISTRICT 7

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

March 12, 2020

1730 hours

CALL TO ORDER

UNION COMMENT

IAFF

Teamsters

CHIEFS REPORT

CONSENT AGENDA

Approve Vouchers

Benefit Vouchers: #20-00581 – #20-00595 (\$540,008.02)

Benefit Vouchers: #20-00596 – #20-00597 (\$20,658.58)

Benefit Voucher: #20-00598 (\$972.50)

AP Vouchers: #20-00599 – #20-00715 (\$622,613.91)

Approve Payroll

March 13, 2020; provided at meeting

Approval of Minutes

Approve Regular Board Meeting Minutes – February 27, 2020

Correspondence

OLD BUSINESS

Discussion

COVID-19

Fire District Name

ALS Service Agreement with District 5 Sultan

Allied Construction Settlement

Capital Facility Plan

Standards of Cover

Mobile radio purchase

2019 Lake Stevens Fire Audit

North Battalion Landscaping RFP

Action

NEW BUSINESS

Discussion

Station 71 Station Alerting Upgrade

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163 Village Court
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Paramedic Recruitment
Budget Amendment
Driver License Requirements for Logistics Technicians

Action

Acting Medical Services Officer (MSO) MOU

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Elmore / Fay / Waugh):

Finance Committee (Elmore / Snyder / Waugh / Woolery): Thursday, March 12, 2020, at 9:00 a.m. in the Admin Building POD.

Policy Committee (Elmore / Edwards / Schaub / Woolery):

Labor/Management (Waugh / Fay):

Contract Bargaining – IAFF Local 2781 (Waugh / Fay): TBD

Shop Committee (Edwards / Gagnon / Snyder / Woolery):

Strategic Plan Committee (Fay / Schaub / Snyder / Steinruck):

Capital Facilities Committee (Gagnon / Schaub / Snyder / Woolery):

Government Liaisons:

Lake Stevens (Gagnon / Steinruck):

Monroe (Edwards / Snyder / Woolery):

Mill Creek (Elmore / Fay / Waugh):

Legislative (Elmore / Schaub)

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh)

Regional Coordination

Leadership Meeting (Fay / Schaub): April 1, 2020 9am-12pm at Station 31

Sno-Isle Commissioner Meeting: Held at South County Fire March 5, 2020.

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday March 26 at 1730 - Station 31 Training Room

EXECUTIVE SESSION

ADJOURNMENT

FIRE CHIEF REPORT



Chief's Report 3.12.20

Operations

Staff continues to collaborate with surrounding emergency response partners, hospitals, and providers in response to the corona virus outbreak. District operations continue to go well and have not been adversely affected by this situation. We continue to update a District 7 COVID-19 Incident Action Plan (IAP). The current Operational Period emphasis has focused on: best practices for protective measures for responders and families, communications and outline for further communications, operational guidelines, training, PPE, decon, reducing public gatherings, alternate work schedule, staffing planning, order of succession, planning for responder quarantine, staffing to maintain MSO staffing 24/7 during current operational period.

The District sent a flyer to the homes of employees that described what we are doing to protect our employees and included information about what people can do at home to protect themselves and family members from the COVID-19 virus.

March 2, we participated in our monthly Labor/Management meeting.

No candidates sent letters of intent to go to Paramedic School. Several candidates stated interest; however, they did not meet the minimum qualifications. Staff worked with the Firefighter's Union leadership to develop an MOU which adjusts the time in grade requirements on a one-time basis for our student paramedics.

The "Nick of Time" juvenile health screening event scheduled to be at Lake Stevens High School on March 4, 2020 has been cancelled due to the COVID-19 outbreak.

Staff is working to develop the 2019 SCFD #7 and Lake Stevens Fire Annual Report.

Operations leadership continues to work with Planning leadership to evaluate and update an IAP for the Skyview Estates. Staff is researching the possibility of locating a reserve engine in the neighborhood while the road is impassible.

On 2.10-2.12, the District welcomed and began processing 24 New Part-paid firefighters. The Part-paid academy starts April 2, 2020.

Operations staff conducted their Weekly Ops Division Staff Meeting.

Operations staff conducted research and modeling in preparation for the Snohomish County Fire Dist #5 ALS Contract update.

Operations staff performed DOH EMS re-certification processing.

The District received 400 applicants through NTN for Full Time Firefighter recruitment. Currently, we plan on hiring nine replacement career firefighters with an anticipated hire date of July 1, 2020.

Planning

Preparing for code amendment standardization to provide consistency for Prevention Services personnel.

Continued transition of Health and Safety program from B.C. Wirtz. B.C. Wirtz has a robust program in place so D.C. Messer will work closely with B.C. Wirtz to assure a smooth transition. Goal is for full transition to occur by 7.1.20.

Continued policy and procedure analysis has started and we will plan a future meeting with the Board of Fire Commissioners' Policy Committee.

We are continuing the process of updating the District's annual report with Operations.

Logistics

A landscaping maintenance Request for Proposal is pending for the North Battalion.

We are working with architects Rice, Fergus, Miller to develop a comprehensive Capital Plan.

The Logistics Division will be taking a tour of Clackamas County Fire District 1 Logistics Center on March 10th. We are in the process of preparing Station 74 to serve as our Logistics Center.

Technical Services

Station 33: We continue to work on the wrap-up of the settlement agreement with TCA and Allied. We are also working through the final warranty checklist as the warranty expired at the end of January.

Technical Services has been working to equip administrative staff with laptops to be able to work from home.

Administration

It has come to the District's attention that Washington State Law requires our three Logistics Technicians to attain a Commercial Driver's License. The Logistics Technicians commonly shuttle fire engines and other apparatus between stations, the shop, and other locations. We are working with the Teamsters to bargain the impacts of the addition of this requirement.

Administrative Staff is working to prepare Senior and Executive staff contracts.

Preliminary preparation is being performed to develop the 2021 Budget line item detail buildout.

Administrative Staff is working to update the Financial Forecasting model for 2020 rate adjustments, bond/levy options, Capital replacement plan 20-year buildout, and vehicle/property schedule development.

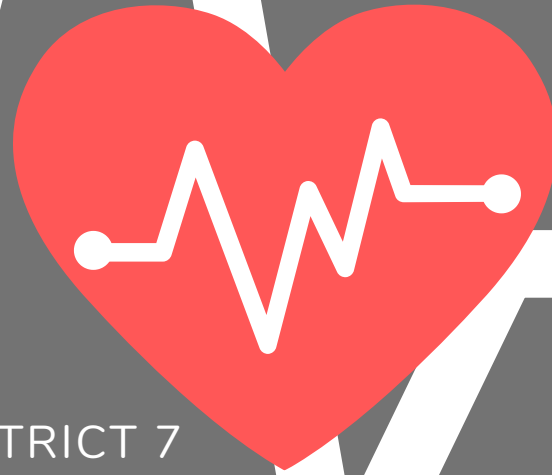
Administrative Staff is working to complete the final LSF Washington State Auditor's Office financial and accountability audit.

A Finance Committee meeting is scheduled for Thursday, March 12, 2020, at 9:00 a.m. in the POD.

On February 4, we met with Chief Halvorsen to move forward with negotiating an updated ALS Service Agreement. We met again on February 19 to present an ALS Service Agreement proposal. We met again on Wednesday, February 26 and received a favorable response to our proposal to create an interim agreement that would expire on 12/31/20. The proposal is based on the agreement

with District 17(Granite Falls). We are planning a work session with Dist 5 to review the fine details of the proposal. Should discussions decline, we are preparing an updated letter from the Dist. 7 Board to Dist. 5 that gives notice of the District's intent to bill District 5 patients directly.

Staff attended the Northwest Leadership Seminar in Portland Oregon but returned home early after a Snohomish County and Health District "State of Emergency" was declared.



SNOHOMISH COUNTY FIRE DISTRICT 7

What are we doing to protect our employees?

In light of the growing awareness of the COVID-19 virus, Fire District 7 wants our fire family to know the steps we are taking to protect our personnel; your loved ones. Please know that the operations group is meeting often to assess the situation and continue planning. Here are some of the steps we are taking:

LIMITING EXPOSURE WHEN POSSIBLE TRIAGE PATIENT FROM AT LEAST 6 FEET AWAY.

LIMITING OUR EXPOSURE TO THE PUBLIC WITH CANCELLING EDUCATION EVENTS.

SENDING ONE PERSON INTO ASSESS PATIENT WITH FULL PPE TO HELP LIMIT EXPOSURE TO OTHER CREW MEMBERS IF POSSIBLE.

PLACING MASK ON PATIENT AND WALKING PATIENT OUT TO GURNEY IF CAPABLE AND TRANSPORT IS NECESSARY.

THOROUGH CLEANING OF APPARATUS AND STATIONS ON A REGULAR BASIS.

What can you do at home?

We are recommending the same guidelines identified by the Health District:

WASH YOUR HANDS OFTEN
WITH WARM WATER AND SOAP FOR AT LEAST 20 SECONDS.
HAND SANITIZER IS GOOD IN A PINCH.

KEEP HANDS AWAY
FROM MOUTH, NOSE OR EYES TO AVOID
TRANSFERRING GERMS.

CLEAN AND DISINFECT
FREQUENTLY USED SURFACES LIKE COUNTERS, LIGHT
SWITCHES, DOORKNOBS, AND REMOTES.

COVER COUGHS & SNEEZES
WITH A TISSUE, THEN THROW
TISSUE AWAY AND WASH YOUR HANDS

IF YOU FEEL SICK, STAY HOME
FROM WORK, SCHOOL, OR OTHER ACTIVITIES AND AVOID
CLOSE CONTACT WITH OTHERS.


Stay Up-To-Date:

A "Family Access" portal has been created on the Fire District 7 website. We will update families using that platform. Log in using:

Username:

Password:

You can also request to join our Fire District 7 internal Facebook group:

 Search: FD7 - Extended Family

CONSENT AGENDA

Snohomish County Fire District #7

03/03/2020

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
20-00581	AFLAC		673.32
20-00582	DEPARTMENT OF RETIREMENT SYSTEMS		333,133.59
20-00583	DIMARTINO & ASSOCIATES		21,952.16
20-00584	FIRE 7 FOUNDATION		287.50
20-00585	FIREPAC		902.99
20-00586	GENERAL TEAMSTERS UNION LOCAL 38		1,391.50
20-00587	HRA VEBA TRUST		63,434.63
20-00588	IAFF LOCAL 2781		24,878.75
20-00589	LOCAL IAFF 2781 PAC		443.00
20-00590	SNOHOMISH COUNTY FIRE DISTRICT 7		5,934.59
20-00591	TD AMERITRADE INSTITUTIONAL		388.50
20-00592	TD AMERITRADE TRUST CO		20,107.82
20-00593	VOYA INSTITUTIONAL TRUST CO		50,197.92
20-00594	WSCFF FASTPAC		569.25
20-00595	WSCFF-EMP BENEFIT TRUST		15,712.50

Page Total 540,008.02

Cumulative Total 540,008.02

Snohomish County Fire District #7

03/03/2020

Claims Voucher Summary

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
20-00596	DEPARTMENT OF RETIREMENT SYSTEMS		19,661.08
20-00597	IAFF LOCAL 2781		997.50

Page Total	20,658.58
Cumulative Total	20,658.58

Snohomish County Fire District #7

03/03/2020

Claims Voucher Summary

Fund: General Fund #001

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Date: _____

Signatures:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Voucher	Payee/Claimant	1099 Default	Amount
20-00598	IAFF LOCAL 2781		972.50

Page Total	972.50
Cumulative Total	972.50

Snohomish County Fire District #7

03/05/2020

Claims Voucher Summary

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: 3-12-20

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-00599	ACE HARWARE		155.01
20-00600	ALLEGIS CORPORATION		113.26
20-00601	ALLSTREAM BUSINESS US, INC		124.86
20-00602	ALLSTREAM BUSINESS US, INC		110.43
20-00603	ALLSTREAM BUSINESS US, INC		314.10
20-00604	ANACONDA NETWORKS INC		13,023.10
20-00605	ARAMARK UNIFORM SERVICES		76.43
20-00606	B&H FIRE AND SECURITY		228.69
20-00607	BADGLEY'S LANDSCAPE		8,734.87
20-00608	BICKFORD MOTORS INC.		1,561.53
20-00609	BOUND TREE MEDICAL, LLC		19,156.67
20-00610	BRAD MCLENAGHAN		150.00
20-00611	BRAD TALLEY		3,000.00
20-00612	BRAKE & CLUTCH SUPPLY INC		180.78
20-00613	BRAUN NORTHWEST INC		39.79
20-00614	BRIAN KEES		2,305.72
20-00615	BUD CLARY AUTO GROUP		196,006.72
20-00616	CATHARINE RYAN KEAY		3,000.00
20-00617	CENTRAL WELDING SUPPLY		1,410.09
20-00618	CHINOOK LUMBER		3,039.70
20-00619	CLEARFLY COMMUNICATIONS		1,142.94
20-00620	COGDILL, NICHOLS, REIN		1,393.60
20-00621	COMCAST		150.29
20-00622	COMCAST		150.07
20-00623	COMCAST		150.27
20-00624	COMCAST		150.05
20-00625	COMCAST		295.07
20-00626	COMDATA NETWORK, INC		3,241.70
20-00627	CONTOUR FENCE COMPANY INC		2,907.38
20-00628	CREWSENSE LLC		1,736.53
20-00629	CROWN FIRE PROTECTION		2,263.80
20-00630	DARBY HEPPEP		950.26
20-00631	DENISE MATTERN		556.80

Page Total	267,820.51
Cumulative Total	267,820.51

Snohomish County Fire District #7

03/05/2020

Claims Voucher Summary

Page 2 of 4

Fund: General Fund #001

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
20-00632	DICK'S TIRE HAUS		147.42
20-00633	FIRST WATCH		403.00
20-00634	GALLS, LLC - DBA BLUMENTHAL UNIFORM		3,873.75
20-00635	GENERAL FIRE APPARATUS		226.80
20-00636	GITT'S SPRING CO		1,737.18
20-00637	GRAINGER		1,439.81
20-00638	HARBORVIEW INVESTMENT LTD		2,745.00
20-00639	HARRISON HYDRAGEN, LTD		438.92
20-00640	HEALTHFORCE OCCUPATIONAL MEDICINE		1,480.00
20-00641	HIGHWAY AUTO SUPPLY		101.15
20-00642	HUGHES FIRE EQUIPMENT		239.80
20-00643	IMS ALLIANCE		102.36
20-00644	ISOUTSOURCE		7,942.91
20-00645	JEFF ZORNES		221.54
20-00646	KENT D. BRUCE		874.82
20-00647	LAKE STEVENS ATHLETIC CLUB		348.79
20-00648	LAKE STEVENS SEWER DISTRICT		334.83
20-00649	LES SCHWAB WAREHOUSE CENTER		16.38
20-00650	LIFE ASSIST INC		10,262.65
20-00651	LN CURTIS & SONS		1,296.77
20-00652	LOWE'S		1,774.34
20-00653	MEGAN MCGREW		81.40
20-00654	MELISSA CLAIBORNE		576.80
20-00655	MONROE PARTS HOUSE		6,705.66
20-00656	MOUNT BAKER COUNCIL		528.00
20-00657	MUNICIPAL EMERGENCY SERVICES, INC.		14,438.99
20-00658	NRS		625.93
20-00659	OFFICE DEPOT		155.81
20-00660	PACIFIC POWER BATTERIES		20.20
20-00661	PETROCARD SYSTEMS, INC.		1,274.35
20-00662	PRAXAIR DISTRIBUTION INC		32.60
20-00663	PROPERTY MAINTENANCE COM/RES		1,168.38
20-00664	PURCELL TIRE & SERVICE CENTER		491.81

Page Total

62,108.15

Cumulative Total

329,928.66

Snohomish County Fire District #7

03/05/2020

Claims Voucher Summary

Page 3 of 4

Fund: General Fund #001

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
20-00665	RAIRDON'S OF MONROE		531.72
20-00666	RONDA STEINBACH		82.01
20-00667	ROSE CITY LABEL		79.88
20-00668	SMARSH INC		17,390.54
20-00669	SMITH FIRE SYSTEMS		477.00
20-00670	SNOHOMISH COUNTY 911		100,178.09
20-00671	SNOHOMISH COUNTY FIRE DISTRICT 7		92,715.34
20-00672	SNOHOMISH COUNTY FIRE DISTRICT 7		25.00
20-00673	SNOHOMISH COUNTY FIRE DISTRICT 7		1,022.23
20-00674	SNOHOMISH COUNTY FIRE DISTRICT 7		268.67
20-00675	SNOHOMISH COUNTY PUD		275.09
20-00676	SNOHOMISH COUNTY PUD		206.38
20-00677	SNOHOMISH COUNTY PUD		2,043.29
20-00678	SNOHOMISH COUNTY PUD		1,899.15
20-00679	SNOHOMISH COUNTY PUD		972.96
20-00680	SNURE SEMINARS		2,125.00
20-00681	SPEEDWAY CHEVROLET		113.44
20-00682	STATE OF WA DEPARTMENT OF REVENUE		1,022.23
20-00683	STORMWIND LLC		1,490.00
20-00684	STRYKER SALES CORPORATION		208.85
20-00685	SUBURBAN PROPANE LP		2,685.26
20-00686	SUMMER YOUNG		754.54
20-00687	TACTRON		1,941.91
20-00688	THE SHERWIN WILLIAMS CO		24.56
20-00689	THYSSENKRUPP ELEVATOR CORPORATION		897.70
20-00690	TYLER TECHNOLOGIES INC		975.00
20-00691	U S FIRE EQUIPMENT, LLC		4,739.98
20-00692	US BANK		35,887.40
20-00693	US BANK VOYAGER		13,432.48
20-00694	VERIZON WIRELESS		1,224.40
20-00695	VERIZON WIRELESS		14.69
20-00696	WASTE MANAGEMENT NORTHWEST		111.92
20-00697	WASTE MANAGEMENT NORTHWEST		117.37

Page Total

285,934.08

Cumulative Total

615,862.74

Snohomish County Fire District #7

03/05/2020

Claims Voucher Summary

Page 4 of 4

Fund: General Fund #001

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Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-00698	WASTE MANAGEMENT NORTHWEST		206.94
20-00699	WASTE MANAGEMENT NORTHWEST		284.07
20-00700	WASTE MANAGEMENT NORTHWEST		211.90
20-00701	WASTE MANAGEMENT NORTHWEST		159.36
20-00702	WASTE MANAGEMENT NORTHWEST		381.68
20-00703	WASTE MANAGEMENT NORTHWEST		206.34
20-00704	WASTE MANAGEMENT NORTHWEST		11.80
20-00705	WASTE MANAGEMENT NORTHWEST		256.28
20-00706	WASTE MANAGEMENT NORTHWEST		117.27
20-00707	WASTE MANAGEMENT NORTHWEST		186.60
20-00708	WASTE MANAGEMENT NORTHWEST		168.14
20-00709	WASTE MANAGEMENT NORTHWEST		222.00
20-00710	WASTE MANAGEMENT NORTHWEST		279.31
20-00711	WAVE BUSINESS		550.23
20-00712	WC MECHANICAL		382.55
20-00713	WELLSPRING FAMILY SERVICES EAP		470.90
20-00714	WETHERHOLT AND ASSOCIATES INC		1,463.80
20-00715	WISE CHOICE MOVERS LLC		1,192.00

Page Total	6,751.17
Cumulative Total	622,613.91

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BOARD OF FIRE COMMISSIONERS MEETING MINUTES SNOHOMISH COUNTY FIRE DISTRICT 7

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

February 27, 2020

1730 hours

CALL TO ORDER

Vice-Chairman Snyder called the meeting to order at 1730 hours.

Chairman Waugh, Commissioner Gagnon, and Commissioner Elmore were absent with prior notice.

AGENDA CHANGES

Consent Agenda addition: AP Vouchers #20-00456 - #20-00580 (\$234,286.70)

Consent Agenda addition: February 28, 2020 payroll; \$1,035,614.35

UNION COMMENT

IAFF President Michael McConnell reported that things are going well and appreciates the joint effort and working as a team.

CHIEFS REPORT

Chief O'Brien discussed items from the Chief's Report.

CONSENT AGENDA

Approve Vouchers

Benefit Vouchers: #20-00448 - #20-00455 (\$645,115.49)

AP Vouchers: #20-00456 - #20-00580 (\$234,286.70)

Approve Payroll

February 28, 2020; \$1,035,614.35

Approval of Minutes

Approve Regular Board Meeting Minutes – February 13, 2020

Correspondence

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Schaub and 2nd by Commissioner Woolery

On Vote, **Motion Carried 6/0**

OLD BUSINESS

Discussion

Capital Facility Plan

Dave Fergus presented the example proposal for the development of a comprehensive Capital Facility Plan that he had previously been reviewed with AC Silva and Chief O'Brien. This approach looks at the entire picture of all the station and looking to the future. He explained the trend towards large district wide improvement plans rather than one improvement at a time.

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Commissioner Fay inquired if the Fitch data had been provided to help drive the improvement plan. Mr Fergus noted that yes some of it is, but that it really comes back to the District and the Board to direct that.

Commissioner Steinruck questioned what the timeline typically is for such a project. Mr. Fergus noted that it is more organic, looking at Administration size, where vehicle maintenance will operate out of, etc. but estimated 6-7 months with no issues or setbacks at all. Prioritization comes down to cost and how much will be spent in each area of the district.

It was noted that this project still falls within scope of an existing project with Rice, Fergus Miller for bid requirements.

Chief believes this project to be a smart move with architectural credibility, costs, and helps set priority. The District plans to seek Board approval of the Capital Plan Development by Rice, Fergus, Miller at the March 12 Board Meeting.

Fire District Name

Snohomish County leadership has requested the District adopt a different name other than Snohomish County Fire and Rescue (SCF&R). The County leadership believed the name could lead people to believe that SCF&R is a branch of the County government. County leadership recommended a name that was less broad in scope. The district will convene the Name Team to develop a solution to present to the Board. The patch development contest and domain name selection is suspended until the name situation is resolved. Brief discussion took place surrounding options and what the County would allow.

ALS Service Agreement with District 5 Sultan

On February 4, the district met with Chief Halvorsen to move forward with negotiating an updated ALS Service Agreement. We met again on February 19 to present an ALS Service Agreement proposal and met again on Wednesday, February 26 to receive a reply to the District proposal. They looked at a similar cost model that is used with Granite Falls which is 29% of their EMS levy that builds a plan to pay by call. AC Huff will be meeting with their administrative chief to go over the numbers. The plan is just a one-year plan and retroactively pay for 2019 as well. The goal would be to develop a new inter-local agreement with SCFD #5, Granite Falls and SCFD #22 that's fair to the taxpayers and all involved. The District hopes to have more information at the next board meeting.

Commissioner Snyder inquired what the comparison was with what the District was asking and what the proposed agreement pays. It was noted that it is significantly lower.

The Board request AC Huff to run a deficit comparison based on the Districts actual cost compared with what is being proposed in order to make a good informed decision. Possibly that deficit would play into the customers. Chief O'Brien explained that part of the difficulty has been coming to an understanding of what the value of the paramedic unit is. AC Huff briefly explained the cost breakdown of King County's paramedic unit value and noted it is in the ballpark comparatively to what King County 911 has. Commissioner Fay believes the District will pay a political price if this moves forward at less than an equitable solution at this time. O'Brien commented that the District will put together a proposal for the next board meeting. Commissioner Fay commented that if collectively the District makes a decision to move forward with the agreement, he wants it to be very very clear in both negotiations and in the documentation that this is a one-year deal and on a specific date it is no longer an equitable solution in place. It is unsure what administratively is involved with billing District 5 customers directly. Admin Director Leah Schoof noted that Systems Design would aid in the process but there would be additional admin project work towards that.

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Standards of Cover Revision

The district plans to work with Fitch and Associates to update our Standards of Cover to include the North Battalion.

Allied Construction Settlement

Still working on this settlement.

North Battalion Landscaping RFP

Currently working on some requests for proposal.

Action

Strategic Planning Facilitator Kendall Hodson has issued a scope of work proposal to help the District develop a new strategic plan. The process would begin in March and end in June of 2020. The cost of her proposal is \$2,730. There will be a "Strategic Planning Working Group" that will be working with Kendall and the District would like two Commissioners to serve on the work group. The district plans to seek approval for the Board to authorize the Chief to enter into agreement with Kendall Hodson not to exceed \$3,000 for strategic planning consulting services.

Motion to approve the Strategic Plan Proposal with Kendall Hodson not to exceed \$3,000.
 Motion by Commissioner Schaub and 2nd by Commissioner Steinruck.

Commissioner fay inquired if this process was to update the process starting from scratch. Lake Stevens Fire and SCFD 7's plans almost mirror each other and it was agreed that it was a great value for her services.

On Vote, **Motion Carried 6/0**

NEW BUSINESS

Discussion

Skyview Estates

District 7 Commissioners and leadership participated in a tour and community meeting at the Skyview Estates with U.S. Representative Susan Del Bene, Councilmember Sam Low, and representatives from Snohomish County DEM and the Sherriff's Office. The District is working with the neighborhood and our response partners, the SCSO and DEM, to develop contingency planning for fire, rescue, and EMS responses. Commissioner Schaub noted that once the alternate road is built it would be nice to get a brush truck or something up there. Brief discussion took place surrounding all the reasonable options being explored for bringing water in the event of a fire to the community. Commissioner Fay wanted to note that he supports everything they're doing up there and building this road will take 18 months to 2 years. He feels the PIO's need to be protected in this in not getting worn down and to be careful in getting caught between groups and communities.

HGAC Agreement and Resolution 2020-07

HGAC is a nationwide government-purchasing cooperative that helps fire districts to secure fiscally responsible costs for purchasing equipment. District 7 has used the HGAC program to purchase the technical rescue apparatus and District 3 used the HGAC to purchase two fire engines. This agreement and resolution opens the ability to purchase any equipment/items covered by HGAC. AC Guptill explained that the cooperative allows the District to receive the discounted rates. There are some fees but has far outweighed the savings in the rate in the past.

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



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

The district plans to seek the Board's approval of the HGAC Interlocal Agreement and Resolution 2020-07 at the March 12 Board meeting.

Motion to move this discussion to an action item and approve the HGAC Interlocal Agreement and Resolution 2020-07.

Motion by Commissioner Woolery and 2nd by Commissioner Steinruck

On Vote, **Motion Carried 6/0**

Budgeted SCBA Compressor Purchase

A new SCBA fill station for Station 81 has been budgeted for 2020 out of the Equipment Replacement Fund. Once the HGAC Agreement is approved, the Board may authorize the purchase of the SCBA Compressor. This is a time sensitive purchase because the current Compressor at Station 81 will not fill our new SCBAs to the proper pressure of 5,500 PSI. We plan to seek the Board's approval of this purchase not to exceed \$87,000 at the March 12 Board meeting.

Motion to move this discussion to an action item and approved the purchase of the SCBA Compressor in the amount of \$86,745.58 not to exceed \$87,000.

Motion by Commissioner Steinruck and 2nd by Commissioner Schaub

On Vote, **Motion Carried 6/0**

Mobile Radio Purchase

The purchase request is for 11 Motorola APX8500 mobile radios and associated equipment to replace the 800mhz system, which will equip the apparatus the District has on order. The purchase price will be \$68,627.31 and will come from the Suppression Radio Budget. While this expense was not specifically budgeted for, it will be revenue neutral, as Sno911 will reimburse the district this year. In order to facilitate that order, the District needs to enter into an Interlocal agreement with Sno911 in order to piggyback off their publicly bid contract with Motorola. The District plans to seek the Board's approval of the Interlocal agreement and the radio purchase not to exceed \$70,000 at the March 12 Board meeting. It was noted there was really only one sole provider, Motorola, for these radios.

Snohomish County 911 RAADAR Program

The District would like to enter into a data sharing agreement with Snohomish County 911 that will allow us to have access to a web-based viewer of our CAD system called RAADAR. RAADAR is a program designed & developed by our neighboring dispatch center NORCOM. There is no cost for the software nor is there any access fees associated with using the system. The district plans to seek board approval at the March 12 board meeting. The RAADAR system is much more intuitive and has many more features that what the district currently has.

Motion to move this discussion to an action item and approve the Authorized User Agreement with Snohomish County 911 allowing access to RAADAR.

Motion by Commissioner Woolery and 2nd by Commissioner Edwards

On Vote, **Motion Carried 6/0**

Action None

COMMISSIONER COMMITTEE REPORTS

Mill Creek: In the next couple months, Commissioner Fay would like to get the board together to discuss the parameters of the Mill Creek contract and what that's going to look like.

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www.Snofire7.org

OTHER MEETINGS ATTENDED

Leadership Meeting (Fay / Schaub / Wells): Next meeting will occur April 1; 0900-1200 at Station 31.
Sno-Isle Commissioner Meeting: The Next meeting is March 5 2020 at South County Fire. It was noted that many commissioners will be attending the Leadership conference and will not be able to attend the next Sno-Isle Meeting.

GOOD OF THE ORDER

Commissioner Fay noted towards Ron Rassmussen that with the push of the media regarding the COVID-19, there will be a discussion at the Sno-Isle Meeting with other districts to coordinate messaging and what actions are being taken. He advised to spread the word to the PIO etc. to attend.

ATTENDANCE CHECK

All commissioners in attendance will be at the next Regular Commissioner Meeting, Thursday March 12 at 1730 - Station 31 Training Room.

ADJOURNMENT Vice-Chairman Snyder adjourned the meeting at 1833.

Snohomish County Fire District #7

Commissioner Randy Fay

Commissioner Rick Edwards

Vice Chairman Troy Elmore

Commissioner Paul Gagnon

Commissioner Jeff Schaub

Commissioner William Snyder

Commissioner Jim Steinruck

Lake Stevens Fire
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Chairman Roy Waugh

Commissioner Randal Woolery

Chief Kevin K. O'Brien

OLD BUSINESS - DISCUSSION



AIA[®] Document B221[™] – 2014

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

SERVICE ORDER number 06 made as of the Sixth day of February in the year Two Thousand Twenty
(*In words, indicate day, month and year.*)

THE OWNER:

(*Name, legal status and address*)

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

THE ARCHITECT:

(*Name, legal status and address*)

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

for the following **PROJECT:**

(*Name, location and detailed description*)

2019118.00 Snohomish Fire District 7 Capital Facilities Planning
Monroe, WA

THE SERVICE AGREEMENT

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

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

See Article 3, Architect's Services.

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

- .1 Commencement of construction date:

Not applicable

- .2 Substantial Completion date:

Not applicable

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

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

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

(List name, address and other information.)

Dave Fergus, Principal
Rice Fergus Miller, Inc.

275 5th Street, Suite 100
Bremerton, WA 98337
Telephone Number: 360-377-8773

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

ARTICLE 2 INSURANCE

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

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

As stated in Master Agreement.

ARTICLE 3 ARCHITECT'S SERVICES

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

§ 3.1.1 Basic Services

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

Capital Facilities Planning Services

The fees listed in Exhibit A are based upon the following assumptions and clarifications:

Task 1: Inventory of Existing Stations

Together with our team of engineers (structural, mechanical, electrical, and civil), we would tour preselected fire stations, documenting their physical and operational status through drawings, photographs, and written descriptions. The physical assessment would be undertaken on several levels. First, we would look at what areas of the station are at or near the end of their useful life. This top to bottom conditions survey would include everything from mechanical systems that have moving parts that may be wearing out to roofs that are in need of replacement. Our structural engineer would assess these existing facilities as to how they would perform during a significant earthquake. They would undertake a Tier 1 evaluation that would measure that performance against national standards.

Prior to the merger of Lake Stevens Fire and Snohomish Fire District 7, Lake Stevens Fire had commissioned Lawhead Architects to prepare a Capital Facilities Plan for their district. Programming, planning, and engineering reports prepared for those facilities would be reviewed and evaluated in consideration of the subsequent merger, validated, and utilized as applicable.

RFM and our team of engineers will be looking at the existing stations in light of current building codes. Compliance with current codes may be required as a result of a significant remodel or addition to any these existing structures. This will include compliance with WAC 296-305.

Task 2: Identify Facility Needs

This portion of your Capital Facilities Plan will be the most involved and intensive effort. It will be the planning stage that brings the strategic decisions that confirm which stations should be remodeled and which should be replaced. This is also the stage where we identify how much each individual project may cost, test the costs against funding alternatives, and prioritize those improvements within the available funds.

With a working committee of your choosing, we would facilitate a programming process on a project-by-project, detailed basis for each proposed capital project. This would entail not only the operational areas, living quarters, and support spaces, but also address issues such as community access, security concerns, training needs, decontamination practices, vehicle washing regulations, and emergency communications. Both our mechanical and electrical engineers would participate in this effort to confirm facility needs for heating, air conditioning, plumbing,

fire protection, power, lighting, communications, and information technology integration. For existing stations recommended for remodeling, our structural engineer would identify how and where to upgrade the structure to resist a significant earthquake. Resultant impacts to mechanical and electrical systems would be identified so that they can be included in the overall scope of improvements. Also important in the remodeled stations will be determining how emergency operations can be provided without interruption while construction is underway.

With a comprehensive understanding of the district's capital project needs, our professional cost estimator would develop cost models for each project. Anticipated expenses for project soft costs would also be estimated. This would include items such as sales tax, fees for architectural and engineering services, permit fees, furniture, and equipment. We would assist the district in determining the sequencing priority and subsequent inflation for each project. If the total anticipated costs exceed the district's funding capacity, we would engage the district in a process to rebalance the scope of improvements. This could be accomplished by phasing improvements over time or scaling certain projects down.

While much of the work is undertaken directly with the working committee, the Architect would assist District leadership in keeping an executive committee of selected chiefs and commissioners informed throughout the process.

Task 3: Capital Facilities Plan Completion and Review

This task includes completion of the final report document. RFM will also assist with presenting and sharing the capital facilities plan on an as-needed basis and at the direction of the District.

* * *

The District's preliminary thoughts on a facility-by-facility basis would be as follows:

Fire Station 31. Improvements would include interior remodeling of several areas for more efficient use of space, including modifications for single occupant sleep rooms and restrooms, and replacing the maintenance canopy with a new permanent bay.

Fire Station 32. Improvements include remodeling and expanding this station on the current property if possible and cost effective, including its capacity in terms of sleep rooms and apparatus bay space. Alternative would be to replace this station in its entirety on a new parcel.

Fire Station 33. No improvements are anticipated for this station at this time.

Fire Station 71. Improvements would include remodeling and upgrading this station to modern design standards and more efficient use of space. No building additions are anticipated.

Fire Station 72. It is anticipated that the existing station would be demolished, and a new station built in its place on the same parcel. Capacity for this new station would likely be 8 single occupant sleep rooms and 3 double deep drive-through apparatus bays, including maneuvering space for a ladder truck.

Fire Station 73. Improvements would include remodeling and upgrading this station to modern design standards. Building additions are unlikely due to tight site constraints. Possible alternative would be replacing Stations 71 and 73 with a single new station located somewhere between them. This alternative would include identification and acquisition of property for the new station.

Fire Station 74 (Logistics). Improvements would include remodeling this station to better serve as a warehouse and distribution center for the District's equipment and supplies.

Fire Station 76. No improvements are anticipated for this station until further agreements are reached with the City of Mill Creek.

Fire Station 77. Improvements would include remodeling and upgrading this station to modern design standards. Building additions are unlikely due to tight site constraints. A possible alternative could be combining Stations 77's response capabilities with South County Fire & Rescue's Silver Firs Fire Station.

Init.

Fire Station 81. It is anticipated that the current station would be demolished and replaced with a new station on the current Station 81 property. Capacity for this new station would likely be 8 single occupant sleep rooms and 4 drive-through apparatus bays. A wetlands report was prepared for this parcel by The Watershed Company, dated 9/27/17. A geotechnical report was prepared for this parcel by Associated Earth Sciences, dated 9/6/17. A civil engineering assessment was prepared for this parcel by KPFF Engineers, dated 2/8/18.

Fire Station 82. Improvements would include minor interior remodel. Areas desiring improvement include decontamination and clean-up, EMS storage, sleep room lockers, and front apron improvements to accommodate ladder truck maneuvering.

Fire Station 83. Improvements would include remodeling and expanding this station on the current property, primary in terms of living quarters. Previous planning recommended a size increase from approximately 2,700 sf to 5,100 sf. A civil engineering assessment was prepared for this parcel by KPFF Engineers, dated 3/2/18. A structural assessment of this station was prepared by KPFF Engineers, dated 12/13/17. A mechanical and electrical engineering assessment for this station was prepared by Hultz BHU Engineers, dated 11/28/17.

Fire Station 84. This project is envisioned as a new station on property recently purchased by Lake Stevens Fire located at 8127/8203 20th Street SE, Lake Stevens, WA (Parcels #00431400300300, #00431400300301, #00609500001000, and #00431400300400). Capacity for this new station would likely be 8 single occupant sleep rooms and 3 drive-through apparatus bays.

Support Facility at 84. Preliminary planning when the property was purchased for the new Fire Station 84, consideration was given for constructing a new administration building on the same parcel. Services associated with this capital facility planning effort would include determining the highest and best use for this buildable area given the subsequent merger of Lake Stevens Fire and Snohomish Fire District 7. Alternatives could include constructing administrative functions here or elsewhere, or alternative support needs such as a satellite vehicle maintenance shop or logistics warehousing.

§ 3.1.2 Additional Services

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

None anticipated at this time but may be required or desired in the future as the planning process progresses. Any additional services would be undertaken only by mutual agreement of Owner and Architect and in writing.

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

As stated in the Master Agreement

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Task 1: Inventory of Existing Stations

Rice Fergus Miller	Architectural	\$17,900	
Reid Middleton	Civil Engineering	\$3,685	(\$3,350 x 1.10)
Reid Middleton	Structural Engineering	\$10,450	(\$9,500 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$13,200	(\$12,00 x 1.10)

Task 2: Identify Facility Needs

Rice Fergus Miller	Architectural	\$53,600	
Reid Middleton	Civil Engineering	\$7,370	(\$6,700 x 1.10)
Reid Middleton	Structural Engineering	\$22,110	(\$20,100 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$5,500	(\$5,000 x 1.10)
Prodims	Professional Cost Estimating	\$41,342	(\$37,584 x 1.10)

Task 3: Capital Facilities Plan Completion and Review

Rice Fergus Miller	Architectural	\$15,200	
Reid Middleton	Civil Engineering	\$3,685	(\$3,350 x 1.10)
Reid Middleton	Structural Engineering	\$11,550	(\$10,500 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$1,100	(\$1,000 x 1.10)

Reimbursable Expenses		\$1,500	
-----------------------	--	---------	--

Total Fee for all services noted above: \$208,192

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

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

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

ARTICLE 6 ATTACHMENTS AND EXHIBITS


The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, and any exhibits relied on in Article 3.)

- Attachment A: Reid Middleton Proposal
- Attachment B: Sider Byers Proposal
- Attachment C: Prodims Proposal

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*
 David A Fergus, Principal

(Printed name and title)

January 15, 2020
File No. 262020.913.004

Mr. Dave Fergus
Rice Fergus Miller Architecture
275 5th Street, Suite 100
Bremerton, WA 98337

Subject: Agreement for Professional Services
Snohomish Fire District 7 Capital Facilities Plan

Dear Mr. Fergus:

Thank you for considering Reid Middleton, Inc. to provide professional engineering services for civil and structural support of the Snohomish Fire District 7 Facilities Plan. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

Reid Middleton understands that Snohomish Fire District 7 has requested a Capital Facilities Plan to be completed by Rice Fergus Miller (RFM) and their team. Snohomish Fire District 7 includes stations 31, 32, 71, 73, 77, 82 and 83; which will be reviewed for current building codes and compliance. RFM will prepare the final Capital Facilities plan report and the site seismic and site evaluation reports for the stations. Reid Middleton will assist with the civil and structural related portions of the assessment reports.

B. SCOPE OF SERVICES

1. **Structural**

As part of the planning, Reid Middleton will perform seismic evaluations and conceptual level seismic retrofit designs for several of their existing fire stations 31, 32, 71, 73, 77, 82, and 83. These stations vary widely in age and in construction materials. The seismic evaluations will be completed in accordance with ASCE 41-17 Tier 1 procedures and the concept level seismic retrofit designs will be based on the deficiencies identified in the Tier 1 checklists. Note that this proposal does not include any materials testing or removal of building finishes and will be based on conditions that can be visually observed or that are documented in record drawings only.

Mr. Dave Fergus
Rice Fergus Miller Architecture
January 15, 2020
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Page 2

a. **Field Investigations**

Perform site visits at each of the 7 facilities to visually observe the building. This task will include confirming general information included on the available record drawings and documenting visible structural conditions. Engineer's field notes and photographs of each facility will be used to record and document information gathered in the field investigation work.

b. **Seismic Evaluations and Concept Design Report**

Perform seismic evaluations of the 7 facilities in accordance with *Seismic Evaluations of Existing Buildings ASCE 41-17*, Tier 1 procedures. Immediate Occupancy Tier 1 Seismic Evaluations will be completed for each of the buildings and Tier 1 Seismic Evaluation checklists will be provided. Reid Middleton will provide concept-level seismic upgrade information to improve the seismic deficiencies noted from the updated Tier 1 Seismic Evaluations for all 7 stations. Concept-level design for these buildings will include a narrative description of proposed seismic retrofit and/or upgrade schemes with sketches depicting the general extents and types of upgrades. The findings for all buildings will be summarized in a single report.

2. **Civil**

- a. Review the three (3) civil assessment studies completed by KPFF.
- b. Verify storm drainage, utility codes and standards, and soils information referenced in the civil assessment studies. Update civil assessment studies, if warranted.
- c. Attend three (3) site meetings with RFM and Snohomish Fire District 7 at Fire Stations 32, 72, and 82.
- d. Review local storm drainage and utility codes and standards for Fire Stations 32, 72, and 82. Review available record drawings and environmental documents.
- e. Prepare site evaluation reports for proposed improvements at Fire Stations 32, 72, and 82 discussing civil related items that include property frontage, storm drainage system, water and sewer system,

Mr. Dave Fergus
 Rice Fergus Miller Architecture
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and on-site pavement surfacing.

- f. Assessment of underground utilities at Fire Stations 32, 72, and 82 will be limited to surface features, record drawings, discussion with maintenance staff, and information from utility purveyors.
- g. Coordinate with RFM.
- h. QA/QC for items above.

3. EXCLUSIONS AND ASSUMPTIONS

- a. Soil sampling is not included.
- b. A topographical survey is not included.
- c. Video inspection utilities not included.
- d. Corrosion testing of utilities is not included.
- e. Water system flow/pressure test not included.

- 4. Additional services requested by Rice Fergus Miller.

C. PERIOD OF PERFORMANCE

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

D. CLIENT'S RESPONSIBILITIES

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

E. COMPENSATION

- 1. For services described in Section B, Items 1-2, Reid Middleton shall be paid the lump sum of \$53,500.

Structural	\$40,100
Civil	\$13,400

Mr. Dave Fergus
Rice Fergus Miller Architecture
January 15, 2020
File No. 262020.913.004
Page 2

- 2. For services described in Section B, Item 4, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2019, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

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

G. CONDITIONS OF AGREEMENT


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

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

If you have any questions or comments, please call Katy Brawner or me.

Sincerely,

Reid Middleton, Inc.


Corbin M. Hammer, P.E., S.E.
Principal

ACCEPTED:

Rice Fergus Miller Architecture

By _____

Title _____

Date _____

clw\O:\20\913\004 Snohomish FD 7 Capital Facilities Planning\Contract\Base Contract\RM Fee Est & Scope\200113 LetterAgreement Sno FD 7.docx\krb

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2019 through June 30, 2020

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

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

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

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

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

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.58/mile
Local Mileage - Survey Truck	\$ 0.65/mile

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

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

IV. Client Advances

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

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

I. Payments

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

II. Additional Services

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

III. Construction Phase

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

IV. Ownership of Documents

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

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

V. Allocation of Risk

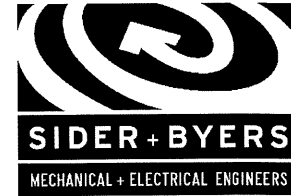
The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from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

VI. Dispute Resolution

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

VII. Miscellaneous

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



January 10, 2020

Mr. David Fergus, Principal
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Project: **Snohomish Fire District 7 Bond Planning Assessments
Mechanical and Electrical (MEP) Engineering Proposal**

Dear Dave:

We are pleased to see Snohomish Fire District 7 is pursuing more projects. We have reviewed the Draft AIA agreement, and understand that our current scope includes an overall look at seven existing facilities. This proposal is for capital improvements and facility improvement planning work as set forth below. The stations in this assessment include:

Station 31
Station 32
Station 71
Station 73
Station 74 (Logistics)
Station 77
Station 82

Notes: No assessment is needed for the proposed new stations (includes stations 72, 81, 84, and 84 support building). If assistance is needed, we will bill this time at our hourly rates. No work is currently planned for Stations 33 or 76, and thus no scope is included. Station 83 already has a completed report, so no further scope is included in this project.

1. Review of existing plans for each station.
2. A tour of each of these seven facilities viewing the existing facilities and mechanical, electrical and plumbing systems (MEP).
3. Report for each individual station including general facility description and analysis of existing systems.
4. Analysis of the condition of the existing fire, plumbing, HVAC, power, lighting, communications, and information technology systems for each station (with photographs) and a suggested replacement schedule if appropriate (e.g. 5, 10, 15 years).
5. Indication of the reason for any anticipated replacement or upgrade (e.g. Code issue, length of expected life, performance).
6. Any relevant comments on the expandability of the existing systems; and
7. Preparation of estimates for fire, plumbing, HVAC, and electrical disciplines to be furnished to the Estimator.

David Fergus
Snohomish Fire District 7 Bond Planning Assessments - MEP
January 10, 2020

Page Two

Assumptions

- 1. No drawings will be required.
- 2. No copying and/or printing will be required (we anticipate submitting PDF files electronically to your office). Any printing and associated costs will be reimbursable.

Fees

We propose a fee of \$ 18,000.00 for this scope. If any additional services are required (including discussions about the new stations), those will be invoiced at our current hourly rate schedule as follows.

Principal:	\$160.00/Hour	Revit Operator:	\$ 95.00/Hour
Senior Engineer:	\$150.00/Hour	Admin.:	\$ 75.00/Hour
Engineer:	\$130.00/Hour		

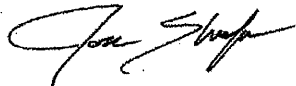
We anticipate that reimbursables (mileage, parking, etc.) will not exceed \$300.00.

If this proposal meets with your approval, please sign below and email a PDF back to us. We can proceed immediately.

As always, we look forward to working with you and with the RFM team.

Sincerely,

SIDER + BYERS ASSOCIATES, INC.



Jon Shafer, P.E., Principal

Accepted this _____ day of _____, of 2020

Rice Fergus Miller

by _____
Officer and Title



520 Kirkland Way Suite 201
 Kirkland, WA 98033
 P-425-828-0500 F-425-828-0700
www.prodims.com

January 13, 2020

David Fergus, Architect
 Principal
 Rice Fergus Miller
 275 Fifth Street
 Suite 100
 Bremerton, WA 98337

Reference: Snohomish Fire District 7 Capital Facilities Planning Cost Estimating Fee Proposal

Dear David,

Regarding the scope of work for the Capital Facilities Planning enclosed is our fee proposal for the CD cost estimating services. Scope of the capital planning is to develop construction cost models for each project with project soft costs. Soft costs are Washington State sales tax, fees for architectural and engineering services, permit fees, furniture, and equipment. ProDIMS requests percentage guidance on A/E fees, permits and the cost allowances for each project for furniture and equipment. Scope includes up to three meeting of 2 hours each at Snohomish County FD7 Monroe office and/or at RFM office in Bremerton.

Capital Facilities Planning Phase Cost Estimating:

Task	Rate	Hours	T+M – Not Exceed
Fire Station 31 Remodel and Replace Canopy	\$202.06	16	\$3,232.96
Fire Station 32 Remodel and Expand	\$202.06	16	\$3,232.96
Fire Station 71 Remodel Building	\$202.06	12	\$2,424.72
Fire Station 72 Replace the Station	\$202.06	20	\$4,041.20
Fire Station 73 Remodel	\$202.06	12	\$2,424.72



Building			
Replace Stations 71 and 73 with a New Station	\$202.06	20	\$4,041.20
Fire Station 74 Remodel	\$202.06	12	\$2,424.72
Fire Station 77 Remodel Building	\$202.06	12	\$2,424.72
Fire Station 81 Replace the Station	\$202.06	20	\$4,041.20
Fire Station 82 Minor Remodeling	\$202.06	10	\$2,020.60
Fire Station 83 Remodel and Expand	\$202.06	16	\$3,232.96
Fire Station 84 New Station	\$202.06	20	\$4,041.20
		Total Fees	\$37,583.16

Included in the fee proposal for cost estimating work is:

Estimate model completed in MS Excel and formatted in Unifomat with Spreadsheet Summary of the total construction costs for all scope of work for each station with Soft Costs as noted above.

Updating the cost estimate models based on the team and owner feedback within 2 weeks of the estimate submittal.

Up to 3 meetings at two hours each in Monroe and/or Bremerton are included in the fee proposal.

Excluded from the estimating work is:

Major reformatting of the estimate.

Construction schedule, life cycle costs and value engineering studies are excluded.

Design Phase Estimating services.

Contract Paperwork:

Should this proposal be accepted please address the contract to Duane Mask, President and forward to Dennis Teschlog; Senior Estimator. Or an email confirmation of the fee is fine.



Terms and Conditions:

- Fee is proposed only to the company referenced above and is not transferable to another firm.
- Fees are based upon available information of the scope of work at the time of the proposal.
Should the scope change please contact us to equitably adjust fees.
- This fee proposal is good for 90 days from the date above for acceptance.
- The work in this fee proposal is to be completed within 365 days from the date of acceptance.

Requested Design Team Information:

- Please provide one set of the design team plans (1/2 size is fine) and specifications, and additional design information via hardcopy or adobe pdf format files "to scale" (full or 1/2 scale).

Thank you for considering our services on this project and work look forward to providing value to the team and the design process. Please contact me at 425-828-0500 if you have questions regarding this fee proposal.

Sincerely,

Dennis Teschlog

Dennis Teschlog
Senior Estimator

PRODIMS

cc: project file



April 8, 2019

Via email: gmeek@snofire7.org

Fire Chief Gary Meek
Snohomish Fire District #7
163 Village Court
Monroe, WA 98272

Dear Chief Meek:

Thank you for your inquiry and considering Fitch & Associates (*FITCH*) to continue our relationship with the Snohomish Fire District #7. We are pleased to be able to provide information for your consideration.

Per my Discussion with Chief Clinton and Battalion Chief Lundquist, we offer the following scope of work for your project:

Update the current Standards of Cover document with the most recent calendar year of data (2018) or the most recent 12-month period. This will include a full comprehensive data report and GIS report based on the newly formed entity.

The full standards of cover report will be wholly integrated with the changing organization. Therefore, the following deliverables will be provided:

- Quantitative Data Analysis Report
- GIS Report
- Standards of Cover Report

Price: As proposed, a fixed price of \$49,995 is offered that is inclusive of all reasonable and customary travel and expenses.

Please contact me if we can answer any questions or offer additional information about scheduling next steps. Thank you again for allowing us to present this proposal for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Steven Knight".

Steven Knight, PhD
Partner

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



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

Background

- Fitch and Associates completed a Standards of Cover (SOC) for Fire District 7
- When Fire District 7 merged with Monroe Fire, Fitch updated the SOC to reflect the new agency
- Chief Meek had directed Chiefs Clinton and Lundquist to reach back out to Fitch to get a proposal to update the SOC to include Lake Stevens Fire
- SOC is a component of accreditation, which is a goal of our new agency

Current Status

- We have the proposal from Fitch to update the SOC to include Lake Stevens Fire
 - We need to fine tune to the proposal to assure that it is compliant with our goals of accreditation
 - Bottom line is the current proposal is good. We need to have some clarifying conversation with Fitch to assure that the final product meets our needs not only for adding the Lake Stevens Fire area but to assure compliance with accreditation standards. This may alter the body of work slightly which may impact the price of the current proposal
 - The good news is that we have much better data than we ever have. We also have in house talent that can provide work that we were not able to provide in the past. This should offset some of the increased price potential
 - We would like to have conversation with Fitch to clarify where we stand on the proposal. We are working on how best to connect with Steve from Fitch. We have options for a phone conference or an in person meeting. We are working through those details now
 - We will bring the finalized package to the board for approval and move forward with the SOC
-

SNURE LAW OFFICE, PSC

A Professional Services Corporation

Clark B. Snure
1930-2014

Of counsel
Thomas G. Burke

Brian K. Snure
brian@snurelaw.com

June 10, 2019

MEMORANDUM

To: Snohomish County 911

From: Brian Snure

Re: Cooperative Purchasing under Motorola contract.

.....

Background.

In 2018 Snohomish County issued an RFP for Radio System Replacement for Snohomish County Emergency Radio System (SERS). The RFP was issued, administered and the contract was awarded to Motorola consistent with the competitive negotiation process pursuant to RCW 39.04.270.

Cooperative Purchasing.

The County published notice of the RFP on its online portal (Exhibit A). The RFP included language stating that other governmental agencies would be authorized to purchase goods and services from the entity that was awarded a contract. The contract awarded to Motorola specifically authorizes Snohomish County 911 member agencies, the City of Bothell and any other government agencies that needs to interoperate with agencies that provide public services to Snohomish County citizens may purchase from the awarded contract.

Summary. Snohomish County 911 may enter into cooperative purchasing interlocal agreements with the specified governmental entities for purchases under the Motorola contract.



Current Bid Opportunities

Visit the New

Purchasing Portal

- Register as a Snohomish County vendor
- Apply for the Small Works Roster (application)
- View and/or download solicitations

Check out upcoming Purchasing Events

RFP-44-17SB	<u>Public Private Partnership, Parks & Recreation</u>	12/20/17	0
RFP-48-17SB	<u>Automated Voice Attendant System Expansion, AVST CX</u>	12/13/17	0
RFP-47-17SB	<u>Regional Destination Development, Marketing & Promotion</u>	12/15/17	0
ITB-081-17SR	<u>Excavator, Compact Radius</u>	1/4/18	0
RFP-56-17DW	<u>Estimating Services</u>	1/9/18	0
RFP-54-17DW	<u>Job Order Contracting for General Construction Services</u>	1/12/18	1
RFP-55-17SR	<u>PFC & Airport Business Consulting Service</u>	1/31/18	0
RFP-53-17DW	<u>SERS Radio System Replacement</u>	2/19/18	0

Currently Posted Solicitations

To download a solicitation click on the title above. You will be redirected to the Purchasing Portal to log in or register to review and/or download solicitations.

Important Information: No oral interpretations of the solicitations will be made. All questions must be submitted in writing by Email to purchasing@snoco.org. All answers and clarifications will be sent to all plan holders via addendum.



(https://snohomishcountywa.gov/)

Snohomish County Purchasing Portal

Sue Ryan Log Out (/logout)

06/10/2019 8:43:33 AM PST

Help (/help/helpdesk)

Return to List

Bid

NUMBER

RFP-53-17DW

TITLE

Radio System Replacement for Snohomish County Emergency Radio System (SERS)

PROCESS

Offline

BIDS RECEIVED

0

STATUS

In Evaluation

Cancel Bid

SETUP CLARIFICATIONS RESPONSE ANALYSIS AWARD LOG

SETTINGS QUESTIONS PRICING DOWNLOAD DOCUMENTS BIDDERS CHECKLIST EVALUATORS SCORING

Clone Delete Edit

NUMBER RFP-53-17DW

TITLE Radio System Replacement for Snohomish County Emergency Radio System (SERS)

BID TYPE RFP

PROCESS Offline

AVAILABLE DATE 11/17/2017 9:21 AM

CLARIFICATION DEADLINE

DUE DATE 2/21/2018 3:00 PM

STATUS In Evaluation

CLARIFICATION NOTICE No

BID SUBMISSION NOTICE No

INCLUDE INTENT TO BID No

USER GROUP Finance

HIDDEN No

VENDOR CATEGORY VIEW No

EDIT LOCK Unlocked

BID GROUP

ACCESS

Public

BIDDER LIST ACCESS ⓘ

Private

PRICING RESULTS VISIBILITY ⓘ

Hidden

BILL TO ⓘ

SHIP ITEMS TO ⓘ

CONTACT INFORMATION ⓘ

purchasing@snoco.org

DESCRIPTION ⓘ

Snohomish County on behalf of the Snohomish County Emergency Radio System (SERS) is requesting proposals for the replacement of the SERS emergency radio system.

Click on the **documents** tab to view and download the RFP and technical requirements.

Click on the **events** tab for information on the pre-proposal conference and site tours. Additional information is available in Section 3 of the technical requirements.

Questions and clarifications shall be submitted to purchasing@snoco.org no later than 3:00pm on Wednesday, January 10, 2018. Answers shall be distributed and published via addendum. See Section 10 of the RFP for more information.

NOTES ⓘ

(only editable by system administrators)

▼ CONTACTS ⓘ (1 record)



FULL NAME	BID CONTACT TYPE	CLIENT ROLES	EMAIL ADDRESS	PHONE	RECEIVE NOTIFICATION
Don Wolfe (.)	Primary	BidAdmin, ReportViewer	dwolfe@snoco.org	(425) 388-3344	Yes

▼ BID CATEGORIES (1 record)



CODE	TITLE	FULL NAME
00725	Radio Communication Equipment, Accessories, and Supplies	NIGP (Goods & Services) > 00725 Radio Communication Equipment, Accessories, and Supplies

▼ ACTIVITIES (7 records)



SUBJECT	RELATED TO	DESCRIPTION	
Due Date (.)	Bid - RFP-53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	The Bid's Due Date	2/21/2018
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/15/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/14/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/13/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/12/2017
Pre-Proposal Conference (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Robert J Drewel Administrative Building 3000 Rockefeller Avenue, 6th floor East Everett, WA 98201 Mt. Baker Conference Room (6A02)	12/11/2017
Available Date (.)	Bid - RFP-53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	The Bid's Available Date	11/17/2017

▼ NOTES AND ATTACHMENTS - INTERNAL ONLY (NOT VISIBLE TO VENDORS) ⓘ (0 records)



SNO911

Radio Reimbursement Process

2-4-2020

Quote Process

SNO911 will work with the agency to determine the radio needed and get a quote from Motorola. Once the agency has a quote they will provide a purchase order directly to Motorola.

Reimbursement Process

SNO911 will reimburse the agency for the radio. We suggest that the agencies keep the following information and provide this at time of reimbursement request:

Upon delivery of equipment to the Agency, the following will be provided to SNO911 via email at "WTOorders@sno911.org":

- a. The original quote from Motorola
- b. Proof of payment to Motorola
- c. Proof of receipt from Motorola (e.g. packing slip)

Once this information is received by SNO911 we can begin the reimbursement process.

Thank you in advance for your help in this matter.

Michael Gallagher

SNO911 Project Manager

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “**Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

- 9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

- 10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: _____, 20__

Dated: _____, 20__

Snohomish County 911

Snohomish County Fire District #7

By : _____

By : _____

GROUND MAINTENANCE CONTRACT

THIS GROUND MAINTENANCE CONTRACT (the "Contract") is entered into this ____01__ day of April _____, 2020 (the "Effective Date"), by and between SNOHOMISH COUNTY FIRE DISTRICT NO. 7 (the "DISTRICT"), whose business address is 163 Village Court Monroe, WA 98272, and __GroundWorks Landscaping____ (the "Contractor").

CONTRACTOR

Contractor's Name	HopeWorks Social Enterprise dba GroundWorks Landscaping
Contractor's Authorized Representative	Steve Stackpole- Manager
Contractor's Address	3331 Broadway Everett WA 98201
Telephone Number	425-610-4935, office 425-312-5510, cell
Facsimile Number	425-374-7468
Washington UBI Number	603 077 265
Federal Identification Number	80-068468

WITNESSETH:

That for and in consideration of the terms and conditions contained herein and the Contract Documents made part of this Contract, the parties hereto agree as follows:

1. Scope of Work: For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the attachments hereto, and the documents referenced herein, the Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce and to fully, completely, and faithfully comply with all the terms and conditions of this Contract:

See Specification and Information for Ground Maintenance Services

The Contractor shall ensure that each subcontract incorporates this Contract and is subject to its terms and conditions.

2. Contract Documents: The Contract Documents include:

- i. This Contract;
- ii. The Invitation to Bid and all appendices, attachments, conditions, and/or specifications attached thereto (the "Bid Documents"), including, without limitation, all drawings and specifications contained therein;

- iii. Any Change Orders executed by and between the District and Contractor after execution of this Contract; and
- iv. The Contractor's bid proposal ("Contractor's Proposal").

Any conflicting provisions in the Contract Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the District, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. The Bid Documents;
- iii. Any Change Orders executed by and between the District and Contractor after execution of this Contract; and
- iv. The Contractor's Proposal.

3. Contract Sum: The District shall pay the Contractor the fixed price of \$26,130.06 per year, plus Washington State sales tax, for all Work completed in conformance with this Contract and the Contract Documents. Optional services will be performed only upon the approval of the owner/representative and will bear an additional charge.

4. Term: The terms of this Contract are for twenty-four (24) months beginning on the Effective Date. The Contract will automatically renew for a twelve (12) month period unless notice of termination is given in writing by either Party, thirty (30) days prior to the end of the then-current term under the Contract.

5. Payment: The Contract Sum shall be payable in the following manner: on or before the first (1st) day of each month, the Contractor shall submit a monthly pay request, in a form reasonably acceptable to the District, for 1/12 of the annual Contract Sum. The District shall pay the pay request within thirty (30) days after approval of the pay request, pursuant to the terms below:

a. In the case of a dispute as to the amount owed, the District will withhold up to one hundred fifty percent (150%) of the disputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute, and must continue to perform the Work pursuant to this Contract pending resolution of the dispute.

b. The District will retain five percent (5%) of the total project billings until sixty (60) calendar days after the Completion Date. The Completion Date is the day all the Work specified is complete and all obligations of the contractor are fulfilled by the contractor. All documentation required by the Contract and required by law must be furnished by the contractor before establishment of this date.

ALL RETAINAGE (subject to allowance for claims) WILL BE HELD UNTIL THE FOLLOWING CONDITIONS ARE MET:

- i. Receipt of the Department of Labor and Industries Affidavit of Wages Paid.
- ii. Receipt of certificate of payment of excise taxes from the Department of Revenue.
- iii. Certificate from Employment Security Department.

If the contractor wishes to submit a bond for all or any portion of the contract retainage, the contractor shall satisfy all of the following conditions:

- Comply with RCW 60.28.011 in all respects;
- Submit a bond written on the Bond in Lieu of Retained Funds;
- Assure that the Bond in Lieu of Retained Funds is underwritten by a surety company having not less than an A- rating from A.M. Best; and
- Provide a written statement signed by a duly authorized officer of the contractor attesting (i) that contractor will accept like bonds from any subcontractors or suppliers from which the contractor has retained funds and further (ii) that contractor shall then release the funds retained from the subcontractor or supplier to the subcontractor or supplier within thirty days of accepting the bond from the subcontractor or supplier.

c. Before final payment, the Contractor shall furnish to the District the following:

- i. An affidavit that payroll, bills for materials and equipment, and other indebtedness connected with the work for which the District or the District's property might be responsible or encumbered (less amounts withheld by the District) have been paid or otherwise satisfied.
- ii. State Department of Labor & Industry - "Affidavit of Wages Paid on Public Works Contract" for the Contractor and each Subcontractor (RCW 39.12.040).
- iii. State Department of Labor and Industry - "Letter releasing the District from Industrial Insurance Contribution Liability" (RCW 51.12.050).
- iv. State Employment Security Department - "Certificate of Payment contributions, penalties and Interest on Public Works Contracts" (RCW 50.24.130).

6. Payment and Performance Bond: The Contractor shall secure from a surety company acceptable to the District, admitted and licensed in the State of Washington, and shall pay for a surety bond in the full amount of the Contract Sum, plus sales tax, pursuant to RCW 39.08 (the "Contractor's Bond"). Within five (5) days of entering into this Contract, the Contractor shall deliver two (2) copies of the bond to the District. **THE DISTRICT MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.**

7. Employment and Wage Law Compliance: The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12, RCW 49.28, and all other applicable laws.

8. Insurance:

8.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington and reasonably acceptable to the District, an occurrence-based Commercial General Liability Insurance policy, which shall provide bodily injury and property damage liability on the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by subcontractors of any tier or by anyone directly or indirectly employed by any of them including owned, non-owned, and hired vehicles, or by anyone for whose acts any of them may be liable.

8.2 The insurance will name the District, its commissioners, consultants, and employees, and any required governmental agencies, as additional named insureds for Work

performed under this Contract and the policy shall be designated primary for both defense and indemnity, and noncontributory with any insurance maintained by the District. Such limits of liability insurance shall not be less than the following:

a) One Million Dollars (\$1,000,000) per occurrence for bodily injury liability including sickness, disease, or death, and Two Million Dollars (\$2,000,000) bodily injury liability for all occurrences (other than automobiles);

b) One Million Dollars (\$1,000,000) for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence, and One Million Dollars (\$1,000,000) property damage liability for all occurrences;

c) As an alternate to subparagraphs a) and b) above, the Contractor may insure for One Million Dollars (\$1,000,000) Combined Single Limit protection for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss;

d) One Million Dollars (\$1,000,000) per accident for bodily injury liability including sickness, disease to, or destruction of property of others, including loss of use thereof arising out of the operation of automobiles; and

e) One Million Dollars (\$1,000,000) for claims for damages insured by personal injury liability covered (included and defined in the Commercial General Liability Insurance Policy) which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (ii) by another person.

8.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts in the State statutory amount, and Employer's Liability with coverage of at least Two Hundred Fifty Thousand Dollars (\$250,000)/Five Hundred Thousand Dollars (\$500,000).

8.4 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment. Coverages shall not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds. Coverages shall contain a severability of interest provision in favor of the District and a waiver of subrogation against the District.

8.5 Before commencing Work, the Contractor shall furnish the Owner with Certificates of Insurance as evidence of all insurance required by the Contract Documents. No Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insureds removed), allowed to expire, or cancelled without first giving thirty (30) days' prior written notice by certified mail to the District.

9. Change Orders:

9.1 The District may, without invalidating the Contract, order in writing extra Work or make changes to the Work by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time shall be adjusted accordingly. All such Work shall be executed under

the conditions hereof, and of the Contract Documents, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. The Contractor shall make no claims for extras unless the same shall be agreed upon in writing by the District and signed by the District prior to the performance of any such extra Work. No change order is valid and binding on the District unless and until it has been signed by the District. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, MAXIMUM CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE DISTRICT.**

9.2 In case of any dispute over adjustment of the Contract Sum or time, the Contractor shall proceed with the Work and the dispute shall be resolved in accordance with the procedures set forth in the Contract. The Contractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Contract Sum and/or time effected through a written change order shall constitute full accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

10. Termination:

10.1 Upon three (3) calendar days' written notice to Contractor, the District may terminate this Contract in whole or in part for the District's convenience and/or at its option. Contractor's remedy for such convenience or optional termination is limited to the following: (1) payment pursuant to the terms of this Contract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Contractor's reasonable close-out costs. In no event shall Contractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on Work not performed.

10.2 Contractor shall be in default of this Contract if it refuses or fails to supply enough properly-skilled workers or materials, refuses or fails to make prompt payment to subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations, or orders of any public authority having jurisdiction, files for bankruptcy, or materially breaches this Contract. If Contractor fails to correct the default within three (3) working days of receipt of written notice of the default, then the District and maintain the corrected condition, without prejudice to any rights or remedies otherwise available to it, shall have the right to terminate this Contract in writing and thereafter either perform the Work itself or obtain another Contractor to perform the Work. All of the costs incurred by the District shall be charged to Contractor and the District shall have the right to deduct such expenses from monies due or to become due to Contractor. Contractor shall be liable for the payment of any expenses incurred by the District in excess of the unpaid balance of the Contract Price.

10.3 In the event of an emergency including, but not limited to, the imminent potential damage to persons or property that requires immediate repair, the District shall be entitled to conduct such repairs without providing advance written notice of the same to Contractor. The District shall issue written notification to Contractor of such emergency repairs within five (5) days after making such repairs. Contractor shall be solely responsible for the cost of all such emergency repairs.

10.4 If the District's termination for default is later deemed to be wrongful, without cause, or otherwise unjustified, the parties agree that the termination automatically converts to a

termination for convenience and Contractor agrees that its remedies for such wrongful termination shall be limited to those provided in the termination for convenience.

10.5 If Contractor files or otherwise becomes subject to bankruptcy proceedings, the District and Contractor agree that any delay attendant to the assumption or rejection of the Contract by the bankruptcy Trustee or a debtor-in-possession will be prejudicial to the District. Consequently, Contractor, to minimize delay and to mitigate damages and/or other prejudice suffered by the District, hereby stipulates to a notice period of ten (10) calendar days for the District's motion to require Trustee or debtor-in-possession to assume or reject the Contract.

11. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District and its officials, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from performance of the Contractor's Work under this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor's duty to indemnify the District shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of the District or its officials, agents or employees. Contractor's duty to indemnify the District for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) the District, its agents or employees, and (b) Contractor, its agents, employees, and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Contractor, its agents, employees, and lower-tier subcontractors or supplier of any tier.

CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY THE DISTRICT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST CONTRACTOR.

Contractor's Initials SS

Contractor agrees that its defense and indemnity obligations to the District under this Contract survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.300, 4.16.310, or 4.16.326, and Contractor hereby waives any and all defenses under any statute of repose or limitations. Contractor further agrees that any statute of limitation on a claim by the District pursuant to this provision shall not begin to run until the District discovers that Contract has breached either its duty to defend or its duty to indemnify, whichever occurs first.

12. Warranty: The Contractor warrants to the District that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work of this Contract will be performed in a workmanlike manner and free from defects not inherent in the quality required or permitted, will comply with all applicable

codes and regulations, will be consistent with industry standards, and that the Work will conform to the requirements of the Contract. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract. This warranty shall extend for the longer of the period of (i) the warranty normally given by Contractor for the Work in its ordinary course of business, (ii) the warranty period set forth in the Quote or other documents sent to the R District FA, or (iii) one (1) year from the date of substantial completion of the Work or occupancy of the Project by the District, whichever occurs first. The warranty shall not apply to any damage or loss to the Work occasioned by the District's failure to perform ordinary and reasonable maintenance during the warranty period or any written notice of defects received after the one (1) year period. The District shall promptly notify Contractor in writing of all warranty claims and allow Contractor reasonable access to the Project to correct or repair the Work.

13. Job Safety/Housekeeping: All Work done shall be done in a manner that minimizes interruptions or inconvenience to the District. All Work shall be carried on with due regard for the safety of the public, and the Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the *Manual on Uniform Traffic and Control Devices* (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. The Contractor will be responsible for daily and final clean up and disposal of refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site.

14. Permits. The Contractor shall obtain and pay for all required permits. The Contractor is to provide and pay for any required plan development and engineering, etc. required to obtain the needed permits. The Contractor shall pay for any and all inspections necessary for execution and completion of the Work.

15. Quality Assurance. All workmanship and materials shall be performance guaranteed. If any findings or test studies reveal improper materials, defective components, or inadequate performance as outlined in the Bid Documents, the Contractor shall remove and replace the materials in question.

16. Compliance with Codes and Regulations: The Contractor shall comply with all applicable statutes in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, and standards that are applicable at the time the Contractor performs Work.

17. Taxes and Temporary Functions: The Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which the Contractor may be liable in carrying out this Contract. The Contractor shall be responsible for all temporary functions associated with its Work, including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.

18. Claims:

18.1 As a condition precedent to any right to recover for any instances of interruption, disruption, extra work, additional work, changed work, delay, hindrance, and/or efficiency loss of any nature whatsoever in Contractor's Work (collectively "Impact"), believed by Contractor to be caused by the acts or omissions of the District, the Architect/Engineer or the employees or agents of any of them, Contractor must provide written notice to the District in the manner

required by this Contract within five (5) days after occurrence of the Impact. Such written notice shall identify the cause of the Impact, the party Contractor believes is responsible for the Impact, and a rough order of magnitude as to the extra cost and/or time resulting from the Impact. **FAILURE OF CONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, SHALL RESULT IN AN ABSOLUTE WAIVER AND FORFEITURE OF CONTRACTOR'S RIGHT TO RECOVER ANY ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.**

18.2 In the event Contractor believes it is entitled to receive compensation and/or time due to damages from Impact(s), Contractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to the District within fifteen (15) days of its Written Notice of Impact, or within sufficient time to allow the District to comply with the notice and claim requirements of the Main Contract (whichever is sooner). **FAILURE OF CONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE CONTRACT AMOUNT OR FOR AN EXTENSION OF TIME SHALL RESULT IN AN ABSOLUTE WAIVER OF CONTRACTOR'S CLAIM AND ANY RIGHT TO RECOVER ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.**

18.3 The District does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless the District's waiver is unequivocal, explicit, and in writing.

19. Dispute Resolution: This Contract has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in the Superior Court in and for Snohomish County. In the event that any party commences litigation against the other party relating to the performance, enforcement, or breach of this Contract, the substantially prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs, and any such fees or costs incurred on appeal.

20. Non-Discrimination: In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, or use of a trained dog guide or service animal. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, use of a trained dog guide or service animal or any other protected class. In the event that the Contractor violates this provision, the District may terminate this Contract immediately.

21. Assignment: The contractor shall not assign this contract nor any part thereof, nor any monies due or to become due thereunder without the prior written approval of the District. The contractor shall not sublet any part of this contract without first having obtained the written consent of the District to do so. In the case that such consent is given, it shall in no way release the contractor from any responsibility, but the contractor shall be held in all respects accountable for the same as if no consent had been given. The contractor will be required to give personal attention to the work which is sublet.

22. Amendment: No modification, termination, or amendment of this Contract may be made except by written Contract signed by all parties.

23. Waiver: No failure by the District to insist upon the strict performance of any covenant, duty, contract, term, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, contract, term, or condition. Any waiver by the District must be expressly made in writing and signed by the District.

24. Captions: The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

25. Survivability: All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

26. Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

This Contract is entered into as of the day and year first written above.

DISTRICT:

CONTRACTOR:

**SNOHOMISH COUNTY FIRE DISTRICT
NO. 7**

Steven P. Stackpole

GroundWorks Landscaping

By: _____
Its: _____

By: *Steven P. Stackpole*
Its: Manager _____

OLD BUSINESS - ACTION

NEW BUSINESS - DISCUSSION



1626 Cole Blvd, Suite 325
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : Snohomish County Fire District 7	Quote ID	SNOFD7-1911-ST71-EZ-ZONE-V1.1
Contact:	Document Date	11/12/2019
Email:	Quote Expires:	5/12/2020
Phone:		

1.0 Notes and Assumptions

Quoted:

V1.1

Installation Oversight (INST-OV) price adjusted

V1.0

Locution PrimeAlert IP add-on system (ties into existing or soon to be added head-end system - the head-end system must be in place for this system to be fully functional). Quoted for:

Station 71 (EZ-Zone)

Customer must ensure that good network connectivity exists between the central server and all station PCs, in order for the system to be fully functional.

It is the Customer's responsibility to ensure 120V power exists within 6' of all Locution provided station enclosure(s), amplifier(s), and monitors/zone tracker(s).

Includes full project management.

Does not include installation. Includes installation oversight.

Part Num	Description	Qty	Unit Cost	Total
2.0 Station Software and Hardware				
2.1 Software (Standardized)				
SSL-STA	PrimeAlert Remote Client. Provides full functionality station audio dispatching	1	2,415	2,415
SSL-VSB-ST	PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (up to 10 devices)	1	1,805	1,805
SSL-VSC-01	PrimeAlert Remote Client add-on module for 1 Zone Tracker (for zoned systems)	1	935	935
2.2 Software (Custom/Interfaces)				
none defined				
2.3 Hardware - Basic				
LCPN32-EZ	Control Panel, EZ-Zone: includes system power, 12 relays, 12 optically isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access.	1	5,550	5,550
MPCA	Station PC Assembly	1	1,400	1,400
LIAS30	Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp	1	655	655
RHL-RIA30	Radio Interface Unit - Active	1	795	795
TWIR-AV	Wire required per audio/visual/switch station requirements (if applicable)	1	630	630
LSWI-DN	Day/Night Switch	1	125	125
(Subtotal \$9,155)				

2.4 Hardware - Audio				
MAMP-A03	Amplifier - Single 35W	1	345	345
	(Subtotal \$345)			
2.5 Hardware - Visual				
MZTS	Station Zone Tracker (Touch Panel)	1	2,595	2,595
LNVI-EZ-H	Night Vision Illuminator LED - Wall Mount - EZ- Zone - Horizontal*	10	645	6,450
TMUI-FM5	Multi-unit Indicator Light - Flush Mount - LED 5 position*	3	549	1,647
TSTB-IN-W	Strobe Light - Indoor Wall Mount	1	83	83
	* requires SSL-VSB software module (see component allowances under SSL-VSB descrip).			
	** requires SSL-VSC software module (see component allowances under SSL-VSC descrip).			
	(Subtotal \$10,775)			

			Subtotal (Station)	\$25,430
3.0 Services				
Project Management				
PMGNT	Project Management	1	3,000	3,000
Training				
LOCTR-OPW	PrimeAlert Operation Training (WebEx)	0	4,100	not bid
LOCTR-TECW	PrimeAlert Technical Training (WebEx)	0	4,100	not bid
INST-OV	Installation Oversight (Installer Training)	1	3,500	3,500
Installation				
INSTF-BS	Installation - Base System - Any visual or audio component installation is listed as a separate line item.	0	not bid	not bid
INSTF-AV	Installation - Audio/Visual Components	0	not bid	not bid
Travel				
TRV01	Travel (or Remote Costs)	0	1,750	0
	Subtotal (Services)			\$6,500

4.0 Totals (Categorized by Software, Hardware, Services)				
	Software			\$5,155
	Hardware			\$20,275
	Services (excluding any defined installation)			\$6,500
	SubTotal (w/o install, maint, options)			\$31,930
	Installation			not bid
	Subtotal			\$31,930
	Sales Tax @ 9.3%			\$2,969.49
	Total (US Dollars)			\$34,899.49

5.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include Server Hardware in Support Maintenance Costs.

MAINT01	Includes annual maintenance for:		
	PrimeAlert Station Software Client		290
	PrimeAlert Station Software Client Add-ons (for Visual Devices)		329
	Station Control Panel(s)		666
	Intelligent Audio Switch(es)		79
	Radio Interface Unit(s)		95
	Switches (Ack, DayNt, Doorbell)		15
	Amplifiers		41
	Zone Tracker(s)		311
	LED Lighting		774
	Strobe(s)		10
	Subtotal (Annual Maintenance)		\$2,610

3/4/2020

Paramedic Test Standard Adjustments 2020

Overview

Snohomish County Fire District 7 and IAFF Local 2781 agree to a onetime adjustment in the minimal grade requirements for Probationary Firefighter Paramedic Trainee and the associated testing timelines. This agreement would allow the District to create an eligibility list based upon the conditions listed below. Such a list shall be governed by the same standards as all other promotional eligibility lists per Section 21.2 of the CBA. This agreement is seen as a one-time non-precedent setting adjustment.

Background

The District is actively seeking candidates for the position of Probationary Firefighter Paramedic Trainee and has specific timeline requirements associated with the Harborview Paramedic Training Program. The District currently has no applicants for the position of Probationary Firefighter Paramedic Trainee that meet the grade requirement of one (1) year time in grade as a Firefighter 3.

One Time Adjustments

The District and the Union agree to an adjusted requirement for Probationary Firefighter Paramedic Trainee:

- Firefighter 1 or higher
- Upon promotion the candidate's pay rate will be adjusted to Probationary Firefighter Paramedic Trainee (106% of FF3)
- The candidate has 24 months from promotion date to Probationary Firefighter Paramedic Trainee (first day of Harborview program) to meet the requirement for Firefighter 2 & Firefighter 3 as outlined in Section 22.1. If FF3 requirements are not met within the 24 months then the pay rate will be reduced to 96% of FF3 until the requirements are met. If the FF2 requirements are not met within the 24 months then the pay rate will be reduced to 86% of FF3 until the requirements are met.

The District and the Union agree to an adjusted testing timeline for Probationary Firefighter Paramedic Trainee:

- The District will provide testing according to the following timeline;
 - First Day to File April 1st & Test Material made Available at time of Announcement
 - Last Day to Submit a Letter of Intent April 9th
 - Last Day to File Completed Application Packet April 23rd
 - Test Dates May 11th – 15th

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



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

February 4, 2020

General Teamsters Union Local No. 38
 RE: Commercial Driver's License Requirement Implementation

Currently, the District has the Operations Assistant (Logistics Technician) positions shuttle vehicles throughout the District. Some of these vehicles may be over a gross vehicle weight of 26,000 lbs. and require a Commercial Driver's License (CDL).

The District will require all Operations Assistants (Logistics Technicians), who are assigned to operate the following types of vehicles, to obtain a CDL.

Types of Vehicles that Require a CDL

- All single vehicles with a manufacturer's weight of 26,001 pounds or more.
- All trailers with a manufacturer's weight rating of 10,001 pounds or more, and a combined vehicles' gross weight rating of 26,001 pounds or more.
- All vehicles designed to transport 16 or more persons (including the driver). This includes private and church buses.
- All school buses, regardless of size.
- All vehicles used to transport any material that requires hazardous material placarding or any quantity of a material listed as a select agent or toxin in 42 CFR 73.

Occasional Drivers

Occasional drivers, such as mechanics or truck salespeople who test drive the vehicles described above on a public roadway, also need a CDL and any required endorsements.

Reference: <https://www.dol.wa.gov/driverslicense/cdlrequired.html>

This is a requirement of the State of Washington. Please let us know if there are any issues or impacts that the Teamsters group would like to discuss.

Respectfully,

Leah Schoof
 Business Administrator

NEW BUSINESS - ACTION

Memorandum of Understanding
by and between
Snohomish County Fire District #7
and the
International Association of Firefighters Local #2781
MOU #2020-

Overview

It is foreseen that during the next few months Covid 19 will potentially affect call volumes. SCFD 7 and Local 2781 agree that certain positions are important and need to be filled, available to support operations and be a resource on calls that involve exposures. It is important to staff the MSO's position as regularly as possible to be that resource. This agreement is seen as a one-time non-precedent setting adjustment.

Background

The District and Local 2781 have no current language that covers the Acting MSO's positions. The District and Local 2781 agree to create an Acting MSO's position and Local 2781 will create a callback list and procedure to fill the MSO's position with actors when required by the District.

Compensation

The District and Local 2781 agree that when working in the MSO role a LT paramedic will be compensated at a primary paramedic rate. Should a non-primary Paramedic be assigned to the acting MSO position that is normally compensated at seven percent (7%) they will be compensated twelve percent (12%) for that shift. Those non-primary paramedics that are grandfathered and are currently compensated at twelve percent (12%) will receive their regular rate for shifts worked as acting MSO.

Current compensation rates:

- MSO 125% + 12% = 137%
- LT II Grandfathered non primary Paramedic 119% + 12% = 131%
- LT II Non primary paramedic 119% + 7% = 126%

- LT I Non primary paramedic 113% + 7% = 120%
- Probationary LT Non primary paramedic 109% + 7% = 116%

Proposed acting MSO compensation rates:

- MSO 125% + 12% = 137%
- LT II Grandfathered non primary Paramedic 119% + 12% = 131%
- LT II Non primary paramedic 119% + 12% = 131%
- LT I Non primary paramedic 113% + 12% = 125%
- Probationary LT Non primary paramedic 109% + 12% = 121%

Compensation for acting MSO pay shall have a retroactive application of March 7, 2020.

Term

The term of this MOU shall be effective immediately upon signing and shall terminate upon receipt of notice of termination by the District.

No Waiver, Amendment or Past Practice

Except as provided herein during the term of this MOU, the parties retain all rights under RCW 41.56 and applicable law regarding the Acting MSO position. The execution of this MOU shall not be deemed to be, or construed as, a waiver of the District's management rights or an amendment to the CBA. Further, the parties agree the terms of this MOU do not create a past practice and that it may not be used as evidence of such in any proceeding.

Signed this ____ day of March, 2020.

Kevin O'Brien – Fire Chief

Craig Fisher – Local 2781-Vice Chair

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

EXECUTIVE SESSION