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# **COMMISSIONER BOARD MEETING**

**April 9, 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

April 9, 2020

1730 hours

### **CALL TO ORDER**

### **UNION COMMENT**

IAFF

Teamsters

### **CHIEFS REPORT**

### **CONSENT AGENDA**

#### **Approve Vouchers**

Benefit Vouchers: #20-00845 – #20-00863 (\$576,762.95)

AP Vouchers: #20-00864 - #20-01000 (\$466,527.19)

#### **Approval of Minutes**

Approve Regular Board Meeting Minutes – March 26, 2020

Approve Special Board Meeting Minutes – March 31, 2020

### **Correspondence**

### **OLD BUSINESS**

#### **Discussion**

COVID-19

Fire District Name

Allied Construction Settlement

Capital Facility Plan

ALS Service Agreement with District 5 Sultan

Strategic Planning

Executive Contracts

#### **Action**

2020 Budget Amendment #1

Resolution 2020-10 Adopting Annexation

Resolution 2020-11 Surplus AEDs

Resolution 2020-12 Surplus Helmets

MOU Sharing Personnel in COVID-19 Response

COVID-19 Leave Policy and MOU

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## **NEW BUSINESS**

### **Discussion**

Guidance for County Assessor's Office on Non-Voted Bond Debt  
Shop contract

### **Action**

## **COMMISSIONER COMMITTEE REPORTS**

Joint Fire Board with Mill Creek (Elmore / Fay / Waugh):  
Finance Committee (Elmore / Snyder / Waugh / Woolery):  
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): Was held April 1, 2020 9am-12pm via BlueJeans video  
Sno-Isle Commissioner Meeting

## **GOOD OF THE ORDER**

## **ATTENDANCE CHECK**

Regular Commissioner Meeting, Thursday April 23 at 1730 - Station 31 Training Room/BlueJeans

## **EXECUTIVE SESSION**

Discuss Executive Contracts per RCW 42.30.110(1)(d)

## **ADJOURNMENT**

# **FIRE CHIEF REPORT**



## Chief's Report 4.9.20

### COVID-19

District personnel remain focused on the District's mission of saving lives, protecting property, safeguarding the environment in a fiscally responsible manner. Given the current COVID-19 outbreak, extra attention has been given to the safety of our personnel and the District's response to care for our communities. We have been working closely with our Snohomish County regional partners including the other fire/EMS agencies, Snohomish County EMS, DEM, Dept. of Health, hospitals the cities we serve, the school districts we serve, and others.

Two District 7 responders have tested positive with the COVID-19 virus. Each have recovered well and have been cleared to return to duty. No other responders are in quarantine or isolation.

- Labor disruption is stable
- Call volume has dropped below normal.
- County call volume is low
- Transports are down
- Turnaround time at the hospital has improved
- Daily training is ongoing for all responders regarding personal protective equipment (PPE), decontamination, and response protocols
- An infectious control task force has been established with the Safety Committee and DC Messer as the lead
- We are promoting social distancing in all District facilities and keep our people safe
- Final preparation for the Alternative Response Units (ARUs) is being completed
- We have engaged the PEER Support Team and provided informational resources to assist employees mental health needs
- DC Clinton and DC Lundquist have been assigned to the regional Fire Coordination Center at South County Fire HQ
- We continue to updated the IAP

We appreciate the Lake Stevens School District for supplying a delivery truck and driver a second time to assist with the distribution of personal protective equipment to surrounding fire agencies. Kudos to Chief Silva for heading this operation.

We have engaged in very collaborative workshops with labor leadership to address possible adjustments in response that may have labor issues. We very much appreciate the collaboration!

PIO Chadwick has been working in the South County Fire Operations Center and in the County Joint Information Center. She has been collaborating with all of the local agencies' public information officers and representing the fire voice with regard to necessary communication while relaying necessary communication back to fire agencies. PIO Chadwick coordinated the Snohomish County Fire Chiefs public service announcement advocating "Stay at Home."

The majority of the Administrative Staff is working from home.

Leadership continues to develop employment agreements with Executive Staff.

The District took delivery of two replacement apparatus manufactured by Rosenbauer. A tender and a fire engine were budgeted, ordered, and paid for by Lake Stevens Fire in 2019.

We have an outstanding team! The hard work of everyone in the District is very much appreciated.

# **CONSENT AGENDA**



## Snohomish County Fire District #7 Claims Voucher Summary

03/31/2020

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
20-00845	AFLAC		673.32
20-00846	DEPARTMENT OF RETIREMENT SYSTEMS		345,225.57
20-00847	DIMARTINO & ASSOCIATES		20,541.31
20-00848	FIRE 7 FOUNDATION		297.50
20-00849	FIREPAC		907.16
20-00850	GENERAL TEAMSTERS UNION LOCAL 38		1,331.00
20-00851	HRA VEBA TRUST		64,496.03
20-00852	IAFF LOCAL 2781		24,946.80
20-00853	LEOFF TRUST		1,083.84
20-00854	LOCAL IAFF 2781 PAC		448.00
20-00855	SNOHOMISH COUNTY FIRE DISTRICT 7		6,346.24
20-00856	TD AMERITRADE INSTITUTIONAL		388.50
20-00857	TD AMERITRADE TRUST CO		20,377.36
20-00858	VOYA INSTITUTIONAL TRUST CO		50,409.95
20-00859	WSCFF FASTPAC		571.75
20-00860	WSCFF-EMP BENEFIT TRUST		14,175.00

**Page Total** 552,219.33

**Cumulative Total** 552,219.33

# Snohomish County Fire District #7

## Claims Voucher Summary

03/31/2020

Fund: General Fund #001

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Date: \_\_\_\_\_

Signatures:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Voucher	Payee/Claimant	1099 Default	Amount
20-00861	IAFF LOCAL 2781		975.00

<b>Page Total</b>	975.00
<b>Cumulative Total</b>	975.00

# Snohomish County Fire District #7 Claims Voucher Summary

03/31/2020

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
20-00862	DEPARTMENT OF RETIREMENT SYSTEMS		22,563.62
20-00863	IAFF LOCAL 2781		1,005.00

	<b>Page Total</b>	23,568.62
	<b>Cumulative Total</b>	23,568.62

## Snohomish County Fire District #7

04/06/2020

### Claims Voucher Summary

Page 1 of 5

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
20-00864	ABSOLUTE GRAPHIX		569.38
20-00865	ACE HARDWARE		3,253.01
20-00866	AIR EXCHANGE, INC		656.79
20-00867	ALDERWOOD WATER DISTRICT		15.20
20-00868	ALDERWOOD WATER DISTRICT		88.04
20-00869	ALL BATTERY SALES AND SERVICE		515.58
20-00870	ALLSTREAM BUSINESS US, INC		124.86
20-00871	ALLSTREAM BUSINESS US, INC		314.27
20-00872	ARAMARK UNIFORM SERVICES		180.83
20-00873	AT&T MOBILITY		46.71
20-00874	BADGLEY'S LANDSCAPE		8,734.87
20-00875	BAGWELL & HARVEY PLLC		8,350.25
20-00876	BENJAMIN BLOOMQUIST		594.95
20-00877	BICKFORD MOTORS INC.		393.63
20-00878	BRAD TALLEY		3,000.00
20-00879	BRAKE & CLUTCH SUPPLY INC		1,071.29
20-00880	BRIAN KEES		99.00
20-00881	CDW GOVERNMENT LLC		977.14
20-00882	CENTRAL SUPPLY INTERNATIONAL		370.74
20-00883	CENTRAL WELDING SUPPLY		1,112.05
20-00884	CHAMPION BOLT & SUPPLY		15.93
20-00885	CITY OF SNOHOMISH		138.05
20-00886	CLEARFLY COMMUNICATIONS		1,136.65
20-00887	COMCAST		150.05
20-00888	COMCAST		365.52
20-00889	COMCAST		150.29
20-00890	COMCAST		295.07
20-00891	COMCAST		150.07
20-00892	COMCAST		150.27
20-00893	COMCAST		294.79
20-00894	COURIERWEST, LLC		2,232.00

**Page Total** 35,547.28

**Cumulative Total** 35,547.28

## Snohomish County Fire District #7

04/06/2020

### Claims Voucher Summary

Page 2 of 5

Fund: General Fund #001

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Date: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Voucher	Payee/Claimant	1099 Default	Amount
20-00895	CRESSY DOOR COMPANY, INC		580.48
20-00896	CREWSENSE LLC		99.99
20-00897	CUMMINS, INC		2,264.27
20-00898	DELL MARKETING LP C/O DELL USA LP		4,422.81
20-00899	DEPARTMENT GRAPHICS		746.64
20-00900	DERIK MILLICH		320.95
20-00901	DICK'S TOWING INC		1,462.54
20-00902	EMS TECHNOLOGY SOLUTIONS, LLC		1,472.00
20-00903	EVERETT STEEL, INC		240.46
20-00904	EVERGREEN FIRE & SAFETY, INC		203.77
20-00905	EVERGREEN POWER SYSTEMS, INC		1,482.15
20-00906	FITNESS EXPERTS		448.13
20-00907	FRASERS BRONZE FOUNDRY INC		578.91
20-00908	FREIGHTLINER NORTHWEST		667.37
20-00909	FRONTIER COMMUNICATIONS NORTHWEST INC		1,284.61
20-00910	GALLS, LLC - DBA BLUMENTHAL UNIFORM		4,749.73
20-00911	GRAINGER		2,249.84
20-00912	HB HANSEN CONSTRUCTION, INC		26,577.42
20-00913	JAMIE SILVA		99.00
20-00914	JEFF SCHAUB		144.00
20-00915	JERALD AAMOLD		99.00
20-00916	KNOX COMPANY		39,944.79
20-00917	LAKE STEVENS SEWER DISTRICT		344.00
20-00918	LEAH SCHOOF		99.00
20-00919	LES SCHWAB WAREHOUSE CENTER		860.40
20-00920	LIFE ASSIST INC		12,489.56
20-00921	LISA DEFENBAUGH		99.00
20-00922	LOWE'S		2,829.41
20-00923	MCDANIELS DO-IT-BEST		79.65
20-00924	MICHAEL FRYMIRE		55.41
20-00925	MUNICIPAL EMERGENCY SERVICES, INC.		5,519.05

**Page Total**

112,514.34

**Cumulative Total**

148,061.62

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04/06/2020

Page 3 of 5

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Date: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Voucher	Payee/Claimant	1099 Default	Amount
20-00926	MUSTANG SURVIVAL		12,487.93
20-00927	NORTH COAST ELECTRIC COMPANY		183.09
20-00928	NORTH SOUND PRODUCTIONS		1,630.09
20-00929	NORTHWEST SAFETY CLEAN		48.71
20-00930	NORTHWEST WASHINGTON IMT		2,769.29
20-00931	OFFICE DEPOT		177.12
20-00932	PACIFIC POWER BATTERIES		131.86
20-00933	PERFORMANCE RADIATOR		135.53
20-00934	PRAXAIR DISTRIBUTION INC		31.72
20-00935	PRO COMM		175.00
20-00936	PUGET SOUND ENERGY		381.80
20-00937	PUGET SOUND ENERGY		487.84
20-00938	PUGET SOUND ENERGY		356.28
20-00939	PUGET SOUND HARDWARE, INC		5,689.44
20-00940	PURCELL TIRE & SERVICE CENTER		2,722.44
20-00941	RANDY WOOLERY		26.68
20-00942	REHN & ASSOCIATES		125.00
20-00943	RICOH USA, INC.		614.12
20-00944	RICOH USA, INC.		571.70
20-00945	RIGHT! SYSTEMS INC		3,474.65
20-00946	ROBERT FISHER		99.00
20-00947	ROY WAUGH		99.00
20-00948	SEQUOYAH ELECTRIC, LLC		344.96
20-00949	SILVER LAKE WATER		96.82
20-00950	SILVER LAKE WATER		47.60
20-00951	SILVER LAKE WATER		115.85
20-00952	SILVER LAKE WATER		47.60
20-00953	SNOHOMISH AQUATIC CENTER		24.00
20-00954	SNOHOMISH COUNTY 911		107,632.98
20-00955	SNOHOMISH COUNTY FIRE DISTRICT 7		13,244.55
20-00956	SNOHOMISH COUNTY FIRE DISTRICT 7		77,988.20

**Page Total**

231,960.85

**Cumulative Total**

380,022.47

## Snohomish County Fire District #7

04/06/2020

### Claims Voucher Summary

Page 4 of 5

Fund: General Fund #001

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Date: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Voucher	Payee/Claimant	1099 Default	Amount
20-00957	SNOHOMISH COUNTY FIRE DISTRICT 7		259.37
20-00958	SNOHOMISH COUNTY PUD		16.29
20-00959	SNOHOMISH COUNTY PUD		1,628.88
20-00960	SNOHOMISH COUNTY PUD		264.02
20-00961	SNOHOMISH COUNTY PUD		227.39
20-00962	SNOHOMISH COUNTY PUD		596.52
20-00963	SNOHOMISH COUNTY PUD		1,344.41
20-00964	SNOHOMISH COUNTY PUD		1,989.35
20-00965	SNOHOMISH COUNTY PUD		886.54
20-00966	SNOHOMISH COUNTY PUD		249.39
20-00967	SNOHOMISH COUNTY PUD		800.86
20-00968	SONYA DUDDER		99.00
20-00969	SOREN JOHNSON		1,082.91
20-00970	SPEEDWAY CHEVROLET		604.33
20-00971	SUMMIT LAW GROUP, PLLC		50.00
20-00972	THE SHERWIN WILLIAMS CO		551.07
20-00973	TRUE NORTH EMERGENCY EQUIPMENT INC		943.86
20-00974	U S FIRE EQUIPMENT, LLC		1,783.86
20-00975	UNITED PARCEL SERVICE		32.84
20-00976	US BANK		47,198.47
20-00977	US BANK VOYAGER		13,410.99
20-00978	VERAX CHEMICAL COMPANY		85.11
20-00979	VERIZON WIRELESS		2,594.91
20-00980	VERIZON WIRELESS		2,556.25
20-00981	WASHINGTON STATE FIREFIGHTERS TRAINING & EDUCATION F		1,000.00
20-00982	WASTE MANAGEMENT NORTHWEST		275.77
20-00983	WASTE MANAGEMENT NORTHWEST		206.94
20-00984	WASTE MANAGEMENT NORTHWEST		158.42
20-00985	WASTE MANAGEMENT NORTHWEST		194.97
20-00986	WASTE MANAGEMENT NORTHWEST		205.15
20-00987	WASTE MANAGEMENT NORTHWEST		186.60

**Page Total**

81,484.47

**Cumulative Total**

461,506.94

## Snohomish County Fire District #7 Claims Voucher Summary

04/06/2020

Page 5 of 5

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Date: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Voucher	Payee/Claimant	1099 Default	Amount
20-00988	WASTE MANAGEMENT NORTHWEST		280.51
20-00989	WASTE MANAGEMENT NORTHWEST		110.52
20-00990	WASTE MANAGEMENT NORTHWEST		253.45
20-00991	WASTE MANAGEMENT NORTHWEST		210.30
20-00992	WASTE MANAGEMENT NORTHWEST		117.37
20-00993	WASTE MANAGEMENT NORTHWEST		165.88
20-00994	WASTE MANAGEMENT NORTHWEST		380.84
20-00995	WASTE MANAGEMENT NORTHWEST		117.27
20-00996	WAVE BUSINESS		2,590.59
20-00997	WAVE BUSINESS		550.23
20-00998	WEIDNER & ASSOCIATES, INC		55.37
20-00999	WELLS FARGO FINANCIAL LEASING		88.92
20-01000	WILLIAM WIRTZ		99.00

<b>Page Total</b>	5,020.25
<b>Cumulative Total</b>	466,527.19



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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

March 26, 2020

1730 hours

### **CALL TO ORDER**

Chairman Waugh called the meeting to order via Blue Jeans at 1740 hours. All Commissioners attended via Video Conference due to the COVID-19 ban on meeting gatherings. Commissioner Edwards and Commissioner Snyder participated by phone.

### **NEW AGENDA ITEMS**

Consent Agenda Addition: Payroll March 31, 2020; \$1,166,553,58

New Business Action: Resolution #2020-09 Authorizing the Payment of Claims Prior to Board Approval of Vouchers

New Business Action: Resolution #2020-13 Emergency Declaration

### **UNION COMMENT**

IAFF

Teamsters

### **CHIEFS REPORT**

As presented in the packet.

### **CONSENT AGENDA**

#### **Approve Vouchers**

AP Vouchers: #20-00725 – #20-00844 (\$375,815.65)

#### **Approve Payroll**

March 31, 2020; \$1,166,553.58

#### **Approval of Minutes**

Approve Regular Board Meeting Minutes – March 13, 2020

### **Correspondence**

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Steinruck and 2<sup>nd</sup> by Commissioner Woolery.

On Vote, **Motion Carried 9/0.**

### **OLD BUSINESS**

#### **Discussion**

##### *COVID-19*

Chief O'Brien noted the information was contained in the chief's report with all hands on-deck. There will be more discussion on this in the New Business.

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#### *Fire District Name*

Commissioner Waugh noted that the survey for naming the combined district opened today March 26, 2020 to everyone in the District.

Commissioner Elmore commented that there is importance to continue with the new name process.

#### *Allied Construction Settlement*

No comments made.

#### *Capital Facility Plan*

Still working with Dave Fergus on the plan and will have an update at the next meeting.

#### *2020 Budget Amendment #1 (4<sup>th</sup> quarter highlights/budget & actual)*

Included in the packet with a very detailed report by CFO Tabor. At this time, there were no questions or comments.

#### *ALS Service Agreement with District 5 Sultan*

There is a tentative agreement with District 5 to recover transport costs from 2019-2020 that expires at the end of 2020. It opens up discussion to work together to update this for 2021. They sent a copy of this to their legal for review but do not anticipate any issues on their end.

#### *Driver License Requirements for Logistics Technicians – Executive Session*

#### **Action**

##### *Paramedic Test Standard Adjustment MOU 2019-06*

Motion to approve the Consent Paramedic Test Standard Adjustment MOU 2019-06 as submitted.  
Motion by Commissioner Woolery and 2<sup>nd</sup> by Commissioner Schaub  
On Vote, **Motion Carried 9/0.**

##### *Station 71 Station Alerting Upgrade*

Motion to approve the Station 71 Station Alerting Upgrade as submitted not to exceed \$45,000.  
Motion by Commissioner Elmore and 2<sup>nd</sup> by Commissioner Woolery  
On Vote, **Motion Carried 9/0.**

##### *Logistics Cargo Trailer Purchase*

Motion to approve the Logistics Cargo Trailer & E-Track from Trailer Boss as submitted not to exceed \$11,500.  
Motion by Commissioner Woolery and 2<sup>nd</sup> by Commissioner Steinruck  
On Vote, **Motion Carried 9/0.**

#### **NEW BUSINESS**

##### **Discussion**

##### *COVID-19 Employee Sharing*

Chief O'Brien noted that the District is in the process of working with the Union as well as neighboring Districts in an employee sharing resolution to be able to help each other in anticipation of a larger wave of patients to come; a regional MOU is in the process of being drafted. At the next meeting, you will see the MOU put together as a final draft after legal review.

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*COVID-19 Leave*

No comments

*Resolution 2020-10 Adopting Annexations*

No comments

*Resolution 2020-11 AED Surplus*

No Comments

*Resolution 2020-12 Fire Helmet Surplus*

No comments

*Snohomish County Department of Emergency Management ECC Purchase Agreement*

Commissioner Elmore inquired if this was particularly urgent. Chief O'Brien commented the agreement had been signed and put in to action. District Participants in an emergency measure have ordered the PPE to ensure we have the supplies needed.

**Action**

*Post-Retirement Medical Contracts*

Motion to approve the Post-Retirement Contracts for Duane Stai and Steve Withrow as submitted.  
Motion by Commissioner Woolery and 2<sup>nd</sup> by Commissioner Schaub  
On Vote, **Motion Carried 9/0.**

*Resolution #2020-09 Authorizing the Payment of Claims Prior to Board Approval of Vouchers*

Leah Schoof noted this was a draft by Rich Davis as standard practice, not relating to the COVID-19 outbreak. You will notice the \$50,000 Bond and it was noted the Districts insurance more than covers this.

Motion to approve Resolution #2020-09 Authorizing the Payment of Claims Prior to Board Approval of Vouchers.  
Motion by Commissioner Woolery and 2<sup>nd</sup> by Commissioner Elmore  
On Vote, **Motion Carried 9/0.**

*Resolution #2020-13 Emergency Declaration*

Motion to approve Resolution #2020-13 COVID-19 Emergency Declaration.  
Motion by Commissioner Elmore and 2<sup>nd</sup> by Commissioner Woolery  
On Vote, **Motion Carried 9/0.**

**COMMISSIONER COMMITTEE REPORTS**

Finance Committee (Elmore / Snyder / Waugh / Woolery): Commissioner Elmore noted that the finance meeting went smoothly and was put together well.

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):

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Mill Creek (Elmore / Fay / Waugh):  
Legislative (Elmore / Schaub)

**OTHER MEETINGS ATTENDED**

DEM: Commissioner Fay noted they have a stockpile of safety equipment ready to be distributed. Chief O'Brien thanked him for all their hard work to get those supplies in.

Leadership Meeting (Fay / Schaub): Next meeting will occur April 1 0900-1200 at Station 31. There is a high probability that this meeting may be offered virtually.

Sno-Isle Commissioner Meeting:

**GOOD OF THE ORDER**

**ATTENDANCE CHECK**

All commissioners in attendance will be at the next Regular Commissioner Meeting, Thursday April 9 at 1730 – via Blue Jeans video.

**EXECUTIVE SESSION**

At 1810 hours Chairman Waugh called for an executive session to discuss Union 38 CDL Impact Bargaining per RCW 42.30.140(4)(a) and to discuss executive contracts per RCW 42.30.110(1)(g) for fifteen (15) minutes.

Chief O'Brien, AC Guptill, Business Administrator Leah Schoof, HR Director Pamella Holtgeerts, and District Attorney Brian Snure also attended the executive session.

Chairman Waugh reconvened the open public meeting at 1825 hours with the following action:

Motion to approve the LOU 2020-02 with the General Teamsters Union.  
Motion by Commissioner Woolery and 2<sup>nd</sup> by Commissioner Gagnon  
On Vote, **Motion Carried 9/0.**

**ADJOURNMENT** Chairman Waugh adjourned the meeting at 1825 pm.

Snohomish County Fire District #7

\_\_\_\_\_  
Commissioner Randy Fay

\_\_\_\_\_  
Commissioner Rick Edwards

\_\_\_\_\_  
Vice Chairman Troy Elmore

**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

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**Commissioner Paul Gagnon**

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**Commissioner Jeff Schaub**

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**Commissioner William Snyder**

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**Commissioner Jim Steinruck**

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**Chairman Roy Waugh**

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**Commissioner Randal Woolery**

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**Chief Kevin K. O'Brien**

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**BOARD OF FIRE COMMISSIONERS SPECIAL MEETING MINUTES  
SNOHOMISH COUNTY FIRE DISTRICT 7**

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

March 31, 2020

1730 hours

**CALL TO ORDER**

Chairman Waugh called the special meeting to order via Blue Jeans at 1730 hours. All Commissioners attended via Video Conference due to the COVID-19 ban on meeting gatherings.

**EXECUTIVE SESSION**

At 1730 hours Chairman Waugh called for an executive session to discuss Executive Contracts per RCW 42.30.110(1)(d) for 1 hour (60) minutes.

Chief O'Brien, AC Guptill, Business Administrator Leah Schoof, and HR Director Pamella Holtgeerts also attended the executive session.

At 1830 hours Chairman Waugh extended the executive session an additional 20 minutes.

Chairman Waugh reconvened the open public meeting at 1850 hours with no action to follow.

**ADJOURNMENT** Chairman Waugh adjourned the meeting at 1850.

Snohomish County Fire District #7

\_\_\_\_\_  
Commissioner Randy Fay

\_\_\_\_\_  
Commissioner Rick Edwards

\_\_\_\_\_  
Vice Chairman Troy Elmore

\_\_\_\_\_  
Commissioner Paul Gagnon

\_\_\_\_\_  
Commissioner Jeff Schaub

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Commissioner William Snyder

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Commissioner Jim Steinruck

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Chairman Roy Waugh

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Commissioner Randal Woolery

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Chief Kevin K. O'Brien

# **OLD BUSINESS - DISCUSSION**



## INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

**THIS INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES** (“Interim Agreement”) is entered into between Snohomish County Fire Protection District No. 7 (“District 7”), and Snohomish County Fire Protection District No. 5 (“District 5”) (individually, “Party” and collectively, “Parties”) for advanced life support services.

### I. RECITALS

This Interim Agreement is made with reference to the following facts:

- A.** District 7 maintains and operates an emergency medical Advanced Life Support (“ALS”) service in accordance with Chapter 18.71 RCW and Chapter 246-976 WAC;
- B.** District 7 provides ALS Services using certified advanced life support (Firefighter/ Paramedic) personnel as required by statutory provisions and in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 and 246-977 WAC;
- C.** The Parties were signatories to an interlocal agreement for ALS Services which expired on December 31, 2018 (“Former ALS Agreement”) under which District 7 provided ALS Services to District 5;
- D.** District 7 has continued to provide ALS Services to District 5 following the expiration of the Former ALS Agreement while the Parties negotiated a new agreement;
- E.** District 5 has a continuing need for District 7 to supply ALS Services;
- F.** The Parties desire to enter into an interim agreement and a longer-term agreement for ALS Services that is fair and equitable to the citizens of both agencies and is fiscally responsible;
- G.** District 5 is served by several ALS Service providers and, thus, the concept in this Interim Agreement is for District 7 to only charge for a portion of the total cost of providing ALS Services to District 5; and
- H.** The Parties wish to enter into this Interim Agreement in order to resolve compensation issues for ALS Services in the short term while allowing the Parties an opportunity to work on a long-term agreement.
- I.** The Parties are authorized to enter into this Interim Agreement pursuant to RCW 39.34 and RCW 52.12.031.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows.

1. **Term.** This Agreement shall commence on January 1, 2019 (“Commencement Date”) and expire on December 31, 2020 (“Expiration Date”). Either Party may terminate this

Agreement with ninety (90) days written notice to the other Party at the Address set forth below.

**2. Advanced Life Support Services.**

- a) During the term of this Interim Agreement and when resources are available, District 7 shall furnish primary Advanced Life Support Services to District 5.
- b) District 5 agrees to utilize the closest ALS unit dispatch procedures through Snohomish County 911.
- b) ALS Services shall be provided typically by automatic dispatch of one (1) Firefighter/Paramedic and (1) Firefighter/EMT in a fully equipped District 7 vehicle to all ALS incidents.
- c) Treatment and transport of patients shall be consistent with Snohomish County Protocols and District 7 Standard Operating Procedures.
- d) In the event of simultaneous emergency medical calls, whether within or outside of District 5, the officers and agents of District 7 shall have discretion as to which incident shall be answered first and shall be the sole judge to the most expeditious manner of handling and responding to such incidents. The same level, priority and resources shall be extended to a call located within District 5 as a call located in District 7.
- e) District 7 assumes no liability for failure to provide ALS services for reasons beyond its reasonable control.

**3. Performance of Services.** District 7 agrees that during the term of this Interim Agreement, all ALS services supplied by District 7 and the vehicles and personnel used to supply ALS services will meet the applicable statutory and regulatory requirements set forth in Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC.

**3.1 Transport Fees.** District 7 will impose a fee for advanced life support transports occurring within District 5's jurisdiction ("Transport Fees") and shall be entitled to retain such transport fees. District 5 residents will not be referred to collection for inability to pay.

**3.2 GEMT.** District 7 shall be entitled to retain all Ground Emergency Medical Transportation (GEMT) supplemental payments received as a result of transports made pursuant to this Agreement.

**4. Conditions of Performance.** In the event for any reason, District 7 shall lose its required Washington State certification of its emergency medical services, vehicles, and/or personnel **AND** therefore become unable to perform the services required of it under this Interim Agreement, it shall immediately notify District 5 at the address set forth below.

**5. Evaluation of ALS Services.** District 7 shall provide review sessions, as requested by the Fire Chief with District 5 personnel to review and evaluate the services provided under this Interim Agreement. The review sessions shall be available for attendance by District 5 Commissioners, Chief, and supervising physician.

## 6. Contract Payment for Services.

6.1 **Calculation.** District 5 shall pay District 7 a fixed amount (“Contract Payment”) for the ALS Services as provided in this Article. The Contract Payment for each year of this Interim Agreement shall be calculated according to the following formulas:

**2019 Formula:** D5 AV (\$1,039,044,967) x EQ. Levy Rate  
 (\$0.12956696524)/1000 = **\$134,625.90**

- D5 received a total of 18,902 ALS (medic) OOS\* Minutes in 2019.
- D7’s share of Total OOS Minutes was 7,072 minutes or 37.41%.  
**(\$134,625.90 x 37.41%=\$50,368)**

**2020 Formula:** D5 AV (\$1,182,964.327) x EQ. Levy Rate  
 (\$0.124286233)/1000=**\$147,026.18**

By way of example, if the ratio of ALS Total OOS minutes stays the same in 2020, D7 would receive 37.41% of \$147,026.18=\$55,006.42.

\* Note: The term “OOS” means out of service.

6.2 **Payment.** District 7 will invoice District 5 for the Contract Payment as follows.

- a. The Contract Payment for 2019 will be invoiced upon mutual execution of this Agreement. Payment shall be due within 30 days of invoice.
- b. The Contract Payment for 2020 will be invoiced on July 17, 2020 for 1<sup>st</sup> 6 months of service and on January 22, 2021 for the second half of 2020. Payment shall be due within 45 days of invoice.

6.3 **Notes on Contract Payment.** For reference purposes, the foregoing Contract Payment was established according to the following concepts:

- District 7 would charge District 5 an amount based on twenty-nine percent (29%) of Snohomish County Fire District No. 17’s EMS Levy. The Parties agreed that the twenty-nine percent (29%) figure was not directly related to District 7’s cost of service or any other known analysis but was, rather, the rate that has previously been in place for 10 years.
- The Parties agreed to adjust the Contract Payment to reflect the difference between District 17’s EMS levy rate and District 5’s EMS Levy Rate for 2019 and 2020 (\$0.45, \$0.43 per thousand of AV for District 17 and \$0.32 and \$0.29 per thousand of AV for District 5). The 29% of EMS Revenue is converted to an Equivalent Levy Rate (“EQ.Levy Rate”) for 2019 and 2020.
- All dispatched ALS calls, regardless of the nature of the incident, are included as OOS Minutes.

7. **Liability.** Each of the Parties shall, at all times, be solely responsible for acts or failure to act of its personnel that occur or arise in any way out of the performance of this Interim Agreement by its personnel only; and to the extent permitted by law, save and hold the other Party and its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the Party's personnel relating to the performance of this Interim Agreement.
8. **Insurance.** Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. **Administration of Agreement.** The Fire Chief of District 7 and the Fire Chief of District 5 or their designees shall jointly provide the administration necessary to supervise the services provided under this Interim Agreement. It is not the intention of the Parties that a separate legal entity be established to conduct this cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.
10. **Reports.** District 7 agrees to provide District 5 with appropriate reports indicating the number and nature of ALS responses within District 5 that occur during this Interim Agreement.
11. **Cooperation and Further Efforts.** During the term of this Interim Agreement, the Parties agree to work in good faith to execute a long-term agreement for ALS Services to commence on January 1, 2021. Such efforts shall include hosting workshops with other ALS Service providers to develop a fair, equitable, and fiscally responsible long-term agreement.
12. **Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination, or attempted waiver of any of the provisions of this Interim Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. This Agreement may be modified, supplemented, or otherwise affected by the course of dealing between the Parties due to change of scope, practice, legal requirements, labor contracts, or adverse monetary considerations.
13. **Benefits.** This Agreement is entered into for the benefit of the Parties to this Interim Agreement only and shall confer no benefits (direct or implied) on any third person. Specifically, and without limiting the foregoing, this Interim Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
14. **Further Cooperation.** The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Interim Agreement.
15. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Interim Agreement and exhibits hereto; and this Interim Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.
16. **Notices.** All notices, request, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been served at the time of delivery if personally delivered or delivered, or at the time of mailing, if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this Agreement, or at such other address as the party may designate at any time in writing to the other party.

Snohomish County Fire Protection District No. 7  
163 Village Court  
Monroe, WA 98272

Snohomish County Fire Protection District No. 5  
PO Box 149  
Sultan, WA 98294

17. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Snohomish County, Washington and the prevailing party shall be entitled to its reasonable attorney fees and costs.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 7**

**SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 5**

\_\_\_\_\_  
Roy Waugh, Chairman

\_\_\_\_\_  
Steven Fox, Fire Commissioner

\_\_\_\_\_  
Troy Elmore, Vice Chairman

\_\_\_\_\_  
Brian Cople, Fire Commissioner

\_\_\_\_\_  
Jeff Schaub, Fire Commissioner

\_\_\_\_\_  
Kelly Geiger, Fire Commissioner

\_\_\_\_\_  
Randy Woolery, Fire Commissioner

ATTEST:

\_\_\_\_\_  
Randy Fay, Fire Commissioner

\_\_\_\_\_  
Cathy Barth, District Secretary

\_\_\_\_\_  
Paul Gagnon, Fire Commissioner

\_\_\_\_\_  
Jim Steinruck, Fire Commissioner

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Rick Edwards, Fire Commissioner

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Bill Snyder, Fire Commissioner

ATTEST:

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District Secretary

# **OLD BUSINESS - ACTION**

## Budget Amendment #1

GENERAL FUND:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance	original budgeted	\$ change	
<b>Beginning Cash cash &amp; Investments</b>	\$ 19,765,707	\$ 15,884,876	\$	3,880,831
REVENUE ITEMS:				
	new revenue amt.	original budgeted	\$ change	
One-Time transfer in from LSF	\$ 5,255,205.00	\$ 5,809,647	\$	(554,442)
Property Sale	\$ 4,500,000	\$ -	\$	4,500,000
Total Revenue Increases ( Decreases)		\$ -	\$	3,945,558
EXPENDITURE CHANGES:				
EXPENDITURE ITEMS:				
	new expenditure amt.	original budgeted	\$ change	
<b>PROPERTY SALE EXPENSES</b>				
<b>Admin</b>				
Professional Services	\$ 131,838	\$ 129,150	\$	2,688
Other Misc.	\$ 24,735.00	\$ 24,725	\$	10
<b>Non- Departmental</b>				
Bank Fees	\$ 2,045.00	\$ 2,000	\$	45
Insurance	\$ 305,785.00	\$ 300,000	\$	5,785
<b>COMP SELL BACK</b>				
Administration	\$ 2,700	\$ 9,230	\$	(6,530)
Finance & HR	\$ 700	\$ 2,800	\$	(2,100)
Suppression	\$ 97,000	\$ 103,600	\$	(6,600)
CRR	\$ 7,500	\$ 900	\$	6,600
EMS	\$ 28,000	\$ 56,000	\$	(28,000)
<b>EARMARKS</b>				
EMS	\$ 215,000	\$ -	\$	215,000
<b>REQUESTED FOR 2020, NOT BUDGETED</b>				
<b>Suppression</b>				
Additional OT	\$ 2,134,000	\$ 1,584,000	\$	550,000
<b>Training</b>				
Additional OT	\$ 80,000	\$ 30,000	\$	50,000
<b>EMS</b>				
Additional OT	\$ 750,000	\$ 600,000	\$	150,000
<b>2019 ENCUMBRANCES:</b>				
<b>Suppression</b>				
Supplies (Tech Rescue)	\$ 16,752	\$ 14,364	\$	2,388
Small Tools & Eqpt	\$ 180,001	\$ 172,175	\$	7,826
<b>CRR (Prevention)</b>				
PIO Supplies	\$ 72,955	\$ 54,855	\$	18,100
Printing & Binding	\$ 1,530	\$ -	\$	1,530
<b>Training</b>				
Water Rescue Registrations	\$ 1,725	\$ -	\$	1,725
EMT CBT	\$ 25,790	\$ 17,200	\$	8,590
Mental Health Training	\$ 4,591	\$ -	\$	4,591
Drone Training	\$ 10,000	\$ 5,000	\$	5,000
<b>Facilities</b>				
Capital Outlay	\$ 60,000	\$ 40,000	\$	20,000
<b>Non- Departmental</b>				
Software Licensing	\$ 216,129	\$ 214,965	\$	1,164
<b>INTER-FUND TRANSFERS OUT</b>				
Transfers to Construction Fund	\$ 3,000,000	\$ -	\$	3,000,000
Retirement Reserve	\$ 1,575,000	\$ 775,000	\$	800,000
Total Expenditure Increases (Decreases)			\$	4,799,284
<b>Net increase (decrease) in fund balance</b>			\$	<b>3,027,105</b>



RETIREMENT RESERVE FUND:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance		original budgeted	\$ change
<b>Beginning Cash Balance - County cash &amp; Investments</b>	\$ 2,439,327	\$	2,283,336	\$ 155,991
REVENUE ITEMS:				
	new revenue amt.		original budgeted	\$ change
Transfers In from General Fund	\$ 1,575,000	\$	775,000	\$ 800,000
Total Revenue Increases ( Decreases)		\$	-	\$ 800,000
EXPENDITURE ITEMS:				
	new expenditure amt.		original budgeted	\$ change
Retirement health Benefits				\$ -
Total Expenditure Increases ( Decreases)				\$ -
<b>Net increase (decrease) in fund balance</b>				<b>\$ 955,991</b>

PFMLA FUND:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance		original budgeted	\$ change
<b>Beginning Cash Balance - County cash &amp; Investments</b>	\$ 10,887	\$	10,100	\$ 787
<b>Net increase (decrease) in fund balance</b>				<b>\$ 787</b>

CONSTRUCTION FUND:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance		original budgeted	\$ change
<b>Beginning Cash Balance - County cash &amp; Investments</b>	\$ 2,136,726	\$	3,093,761	\$ (957,035)
REVENUE ITEMS:				
	new revenue amt.		original budgeted	\$ change
Inter-fund Transfers In (from General Fund)	\$ 3,000,000	\$	-	\$ 3,000,000
Total Revenue Increases ( Decreases)		\$	-	\$ 3,000,000
<b>Net increase (decrease) in fund balance</b>				<b>\$ 2,042,965</b>

EQUIPMENT FUND:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance		original budgeted	\$ change
<b>Beginning Cash Balance - County cash &amp; Investments</b>	\$ 989,846	\$	699,140	\$ 290,706
EXPENDITURE ITEMS:				
	new expenditure amt.		original budgeted	\$ change
<b>2019 ENCUMBRANCES:</b>				
<b>Suppression:</b>				
Hose	\$ 159,194	\$	152,310	\$ 6,884
SCBAs	\$ 634,253	\$	584,749	\$ 49,504
Cylinders	\$ 140,000	\$	-	\$ 140,000
<b>CRR:</b>				
Knox Boxes	\$ 88,725	\$	48,780	\$ 39,945
<b>EMS:</b>				
Stryker Power Load	\$ 23,530	\$	-	\$ 23,530
<b>Non- Departmental:</b>				
Eqpt.	\$ 41,961	\$	27,318	\$ 14,643
<b>ADDITIONAL UNBUDGETED REQUESTS</b>				
<b>Facilities:</b>				
Locution	\$ 45,000	\$	-	\$ 45,000
Total Expenditure Increases ( Decreases)				\$ 319,506
<b>Net increase (decrease) in fund balance</b>				<b>\$ (28,800)</b>

BOND FUNDS:				
BEGINNING FUND BALANCE CHANGE:				
	actual balance		original budgeted	\$ change
<b>Beginning Cash Balance - County cash &amp; Investments</b>	\$ 42,545	\$	41,105	\$ 1,440
<b>Net increase (decrease) in fund balance</b>				<b>\$ 1,440</b>

EMERGENCY RESERVE FUND:				
BEGINNING FUND BALANCE CHANGE:		actual balance	original budgeted	\$ change
<b>Begining Cash Balance - County cash &amp; Investments</b>	\$	5,924,875	\$ 5,850,680	\$ 74,195
<b>Net increase (decrease) in fund balance</b>				<b>\$ 74,195</b>

APPARATUS FUND:				
BEGINNING FUND BALANCE CHANGE:		actual balance	original budgeted	\$ change
<b>Begining Cash Balance - County cash &amp; Investments</b>	\$	4,051,071	\$ 3,092,396	\$ 958,675
EXPENDITURE ITEMS:		new expenditure amt.	original budgeted	\$ change
<b>ADDITIONAL UNBUDGETED REQUESTS</b>				
<b>Facilities:</b>				
Trailer	\$	11,500	\$ -	\$ 11,500
<b>EMS:</b>				
Capital Outlay (Remount for wrecked ambulance)	\$	60,000	0	\$ 60,000
<b>2019 ENCUMBRANCES:</b>				
<b>Suppression:</b>				
Capital Outlay (Tech Rescue Vehicle)	\$	673,425	\$ -	\$ 673,425
Capital Outlay (Orig. MSA vehicle)	\$	76,300	\$ -	\$ 76,300
Capital Outlay (Orig. inspector vehicle)	\$	76,301	\$ 1	\$ 76,300
Capital Outlay (Maintenance Vehicle)	\$	98,000	\$ -	\$ 98,000
Total Expenditure Increases ( Decreases)				\$ 995,525
<b>Net increase (decrease) in fund balance</b>				<b>\$ (36,850)</b>

SHOP FUNDS:				
BEGINNING FUND BALANCE CHANGE:		actual balance	original budgeted	\$ change
<b>Begining Cash Balance - County cash &amp; Investments</b>	\$	579,727	\$ 603,149	\$ (23,422)
<b>Net increase (decrease) in fund balance</b>				<b>\$ (23,422)</b>

DATE: 4/9/2020

Motion to approve budget amendment #1 as presented above :

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Troy Elmore

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Rick Edwards

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Randy Fay

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Paul Gagnon

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Jeff Schaub

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William Snyder

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Jim Steinruck

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Roy Waugh, Chairman

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Randall Woolery

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attest to: Secretary to the Board

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7****RESOLUTION NO. 2020-10**

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

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

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

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

**WHEREAS**, the Board of Commissioners for the District accepted the Annexation Petitions and fixed a date for a public hearing on November 14, 2019, with notice of such hearing being appropriately posted and published according to law;

**WHEREAS**, on November 14, 2019, a public hearing was held at which testimony from the public was taken concerning the annexation;

**WHEREAS**, on November 14, 2019, the Board of Commissioners for the District found that it would be in the public's best interest, welfare, safety and convenience that the Territory be annexed into the District, and annexed the territory into the District, subject to review by the Snohomish County Boundary Review Board;

**WHEREAS**, pursuant to RCW 52.04.011, the Boundary Review Board received Notices of Intention for each of the noncontiguous parcels in the Territory on January 2, 2020, which were deemed legally sufficient with effective filing dates between January 27, 2020 and January 29, 2020;

**WHEREAS**, between March 12, 2020 and March 14, 2020, the Notices of Intention for each of the noncontiguous parcels in the Territory were deemed approved by the Boundary Review Board;

**WHEREAS**, the District hereby finalizes the annexation of the Territory for approval by Snohomish County.

**NOW, THEREFORE**, the Board of Fire Commissioners accepts the annexation of the Territory, which is more particularly described in Exhibit "A," into the District.

**ADOPTED** by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 26<sup>th</sup> day of March, 2020 of which notice was given in the manner provided by law, the following Commissioners being present and voting.

By: \_\_\_\_\_  
JEFF SCHAUB  
Fire Commissioner

By: \_\_\_\_\_  
WILLIAM SNYDER  
Fire Commissioner

By: \_\_\_\_\_  
RANDY FAY  
Fire Commissioner

By: \_\_\_\_\_  
ROY WAUGH  
Fire Commissioner

By: \_\_\_\_\_  
RANDY WOOLERY  
Fire Commissioner

By: \_\_\_\_\_  
RICK EDWARDS  
Fire Commissioner

By: \_\_\_\_\_  
PAUL GAGNON  
Fire Commissioner

By: \_\_\_\_\_  
JIM STEINRUCK  
Fire Commissioner

By: \_\_\_\_\_  
TROY ELMORE  
Fire Commissioner

**CERTIFICATION**

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

1. The attached copy of Resolution No. 2020-10 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regularly scheduled meeting of the Board of Fire Commissioners of the District (the "Board") held on March 27, 2020, as the Resolution appears on the minute book of the District and the Resolution is now in full force and effect.
2. The regular meeting was held in accordance with law.
3. A quorum of the members of the Board was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 26<sup>th</sup> day of March, 2020.

---

Leah Schoof, District Secretary  
Board of Fire Commissioners

## EXHIBIT "A"

### **Territory 1**

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

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

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

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

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

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

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

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

### **Territory 2**

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

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

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

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

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

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

### **Territory 3**

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

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

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

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

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

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

#### **Territory 4**

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

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

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

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

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

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

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

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

#### **Territory 5**

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

Commencing at the Southeast corner of said Section 19;

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

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

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

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

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

#### **Territory 6**

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

Commencing at the Southeast corner of said Section 19;

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

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



Thence continue North  $90^{\circ}00'00''$  West, along the South line of said Lot 18, a distance of 816.25 feet to the Southwest corner thereof;  
 Thence North  $27^{\circ}02'55''$  East, along the West line thereof, a distance of 17.68 feet;  
 Thence North  $08^{\circ}15'35''$  East, along said West line, a distance of 280.17 feet to the Northwest corner thereof;  
 Thence South  $80^{\circ}37'33''$  East, along the North line thereof, a distance of 274.22 feet to a point of curvature to the left having a radius of 130.00 feet;  
 Thence Easterly, along said curve, an arc distance of 97.37 feet and consuming a central angle of  $42^{\circ}54'45''$ ;  
 Thence North  $90^{\circ}00'00''$  East, along the North line of said Lot 18, a distance of 456.54 feet to the Northeast corner thereof;  
 Thence South  $11^{\circ}00'00''$  West, along the East line thereof, a distance of 263.27 feet to the True Point of Beginning.

### **Territory 7**

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

Commencing at the Northwest corner of the East half of said Section 19;  
 Thence South  $02^{\circ}18'54''$  West, along the West line thereof, a distance of 1280.89 feet to the Northwest corner of Lot 41 of Record of Survey recorded under Auditor's File No. 7707080326, records of Snohomish County, Washington and the True Point of Beginning;  
 Thence North  $90^{\circ}00'00''$  East, along the North line of said Lot 41, a distance of 525.61 feet to the Northeast corner thereof;  
 Thence South  $00^{\circ}00'00''$  East, along the East line thereof, a distance of 341.50 feet to a point on the North line of Lot 40 of said survey;  
 Thence South  $64^{\circ}30'00''$  East, along the North line of said Lot 40, a distance of 409.83 feet to the Northeast corner thereof;  
 Thence South  $11^{\circ}33'13''$  West, along the East line thereof, a distance of 272.50 feet to the Southeast corner thereof;  
 Thence North  $90^{\circ}00'00''$  West, along the South line of said Lot 40, a distance of 872.66 feet to the Southwest corner thereof;  
 Thence North  $02^{\circ}18'54''$  East, along the West lines of said Lots 40 and 41, a distance of 785.56 feet to the True Point of Beginning.

### **Territory 8**

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

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

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

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

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

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

**Territory 9**

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

Commencing at the Northwest corner of said Section 32, Township 27 North, Range 7 East, W.M.;

Thence North  $88^{\circ}58'58''$  East, along the North line thereof, a distance of 665.05 feet to the Northwest corner of Lot 22 of Record of Survey recorded under Auditor's File No. 9104045004, records of Snohomish County, Washington and the True Point of Beginning;

Thence continue North  $88^{\circ}58'58''$  East, along said North line, a distance of 665.05 feet to the Northeast corner of said Lot 22;

Thence South  $00^{\circ}10'36''$  West, along the East line of said Lot 22, a distance of 1307.30 feet to the Southeast corner thereof;

Thence South  $89^{\circ}03'04''$  West, along the South line thereof, a distance of 667.04 feet to the Southwest corner thereof;

Thence North  $00^{\circ}15'53''$  East, along the West line thereof, a distance of 1306.55 feet to the True Point of Beginning.

**Territory 10**

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

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

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

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

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

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

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

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

**Territory 11**

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

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

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

feet;

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

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

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

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

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

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

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

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

**EXHIBIT "B"****Territory 1**

27072800400300  
27072800400400  
27072800400500  
27072800400600  
27072800401000

**Territory 2**

27072800300200  
27072800300201

**Territory 3**

27071800400200

**Territory 4**

27071800402700

**Territory 5**

27071900402200

**Territory 6**

27071900400300

**Territory 7**

27071900100700  
27071900100800  
27071900102600

**Territory 8**

27072900201100  
27072900201101

**Territory 9**

27073200200300

**Territory 10**

00668900000400

**Territory 11**

00668900000800

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7  
RESOLUTION NO. 2020-11**

**SURPLUS OF AED'S**

**Background:**

1. Snohomish County Fire District 7 presently owns the equipment listed on the attached Exhibit A "Equipment:"
2. The District no longer has a need for the Equipment and the Equipment is surplus to the needs of the District.

**Resolution:** NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Snohomish County Fire District 7 as follows:

1. The Equipment is surplus to the needs of the District.
2. The Fire Chief or designee(s) is authorized to sell or otherwise dispose of the Equipment using commercially reasonable methods established by the Fire Chief or designee.

**Adoption:** ADOPTED at a regular meeting of the Board of Commissioners Snohomish County Fire District 7 on March 26<sup>th</sup>, 2020 with the following Commissioners being present and voting:

\_\_\_\_\_  
Rick Edwards, Commissioner

\_\_\_\_\_  
Troy Elmore, Commissioner

\_\_\_\_\_  
Paul Gagnon, Commissioner

\_\_\_\_\_  
Randy Fay, Commissioner

\_\_\_\_\_  
Jeff Schaub, Commissioner

\_\_\_\_\_  
William Snyder, Commissioner

\_\_\_\_\_  
Jim Steinruck, Commissioner

\_\_\_\_\_  
Roy Waugh, Commissioner

\_\_\_\_\_  
Randy Woolery, Commissioner

\_\_\_\_\_  
Leah Schoof, District Secretary

**Exhibit A "Equipment"**

<b>Manufacture</b>	<b>Serial Number</b>	<b>Department</b>	<b>Dept. Tag Number</b>
Cardiac Science Corporation	4404472	District 3	
Cardiac Science Corporation	4293180	District 3	
Cardiac Science Corporation	384284	District 3	
Cardiac Science Corporation	374936	District 3	
Cardiac Science Corporation	4004491	District 3	
Cardiac Science Corporation	374239	District 3	
Cardiac Science Corporation	379970	District 3	
Cardiac Science Corporation	379873	District 3	
Cardiac Science Corporation	4289746	District 3	
Cardiac Science Corporation	374563	District 3	
Laerdal Heart Stream	600006106	District 7	
Laerdal Heart Stream	600006102	District 7	5537
Philips Heart Stream	906209751	District 7	
Laerdal Heart Stream	600006107	District 7	5534

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7  
RESOLUTION NO. 2020-12**

**SURPLUS OF FIRE HELMETS TO GETCHELL FIRE DEPARTMENT**

**Background:**

1. Snohomish County Fire District 7 presently owns the equipment listed on the attached Exhibit A "Equipment:"
2. The District no longer has a need for the Equipment and the Equipment is surplus to the needs of the District.

**Resolution:** NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Snohomish County Fire District 7 as follows:

1. The Equipment is surplus to the needs of the District.
2. The Fire Chief or designee(s) is authorized to sell the fire helmets to Getchell Fire Department for \$200 each.

**Adoption:** ADOPTED at a regular meeting of the Board of Commissioners Snohomish County Fire District 7 on March 26<sup>th</sup>, 2020 with the following Commissioners being present and voting:

\_\_\_\_\_  
Rick Edwards, Commissioner

\_\_\_\_\_  
Troy Elmore, Commissioner

\_\_\_\_\_  
Paul Gagnon, Commissioner

\_\_\_\_\_  
Randy Fay, Commissioner

\_\_\_\_\_  
Jeff Schaub, Commissioner

\_\_\_\_\_  
William Snyder, Commissioner

\_\_\_\_\_  
Jim Steinruck, Commissioner

\_\_\_\_\_  
Roy Waugh, Commissioner

\_\_\_\_\_  
Randy Woolery, Commissioner

\_\_\_\_\_  
Leah Schoof, District Secretary

## Exhibit A "Equipment

8 - Cairns Fire Helmets model # 1044





# Snohomish County FIRE DISTRICT 7

*Earning Trust Through Action*

Memorandum of Understanding  
By and between  
Snohomish County Fire District #7  
And the  
International Association of Firefighters Local # 2781  
MOU #2019-07

As a temporary adjustment due the extreme demand and strain placed on the emergency resources of the Participating Agencies caused by the Covid-19 outbreak, IAFF Local 2781 & Snohomish County Fire District 7 agree to become a party to this agreement. The parties agree the terms of this MOU understanding that it does not create a past practice and that it may not be used as evidence of such in any proceeding. All represented employees and workgroups participating in this agreement remain the employees of their employing agency and shall continue to be subject to the terms and conditions of employment (including collective bargaining agreements) of their employing agency.

**Participating Agencies:** This Memorandum of Understanding is between the participating IAFF Local's and their respective employer. Additional affiliated Snohomish County agencies may participate after the initiation of this agreement based on the mutual consent of the signatory labor and management partners.

**Term of Agreement:** The term of this MOU shall be effective immediately upon signing and shall terminate with the removal of the Snohomish County State of Emergency related to Covid-19 or unless otherwise mutually agreed upon by signatory labor and management partners.

**Scope of Agreement:** The Union agrees to a method of shared resources based on each agency's individual reduction in available response force. The percentage of reduction is determined by the number of members unavailable for unit staffing due of matters extending from the Covid-19 outbreak; sick leave usage, quarantine, isolation, etc. Individual agency reductions in force combined with Protocol 36 status will be used to establish the levels of this agreement. Alternative Response Units (ARU's) staffed with a minimum to two EMT's may be activated prior to the occurrences of reduction in force in an attempt to hasten their arrival.

**Resource Requests and Determinations:** All requests will be made through the Snohomish County Joint FOC. Resource requests will be made based on unit type (ARU, Aid, Medic, Engine, Ladder) or single resource type (FF, D/O, C/O, EMT, PM). Resource requests may be initiated by the FOC or an individual participating agency.

**Percentage of Participation and Rotation of Participating Agencies:** Agencies will contribute resources based on the percentages established through the Snohomish County Chiefs Resource Allocation Formula. A rotation for each unit type and single resource type will be established for the participating agencies. If an agency is unable to meet the resource request made by the FOC then that agency would remain on the top of the rotation pending the next request.

Staffing of Requested Resources: Once the FOC has determined the resource type needed based on; the FOC's determination of need or an individual agency request, then the next up participating agency in the rotation would be contacted regarding the specific unit request. Each agency would use their own processes (OT, Day Staff, etc.) to fill the request.

Response Level based on Percentage of Reduction in Force and Protocol 36:

Level 0 – (Less than 20% daily reduction in force, Protocol 36 Level 0) – Normal Operation. ARU's may be requested by the FOC for multi jurisdiction response. Agency's maintain current staffing levels.

Level 1 - (20% - 25% daily reduction in force, Protocol 36 Level 1) – Each agency would consider the use of mandatory overtime based on agency specific standards to maintain current staffing levels. Additional ARU's may requested by the FOC for multi jurisdiction response.

Level 2 – (25% - 40% daily reduction in force, Protocol 36 Level 2) - Participating Agencies provide staffed resources based on FOC Unit Request Type (ARU, Aid, Medic, Engine, Ladder, Battalion). Participating Agency's provide the staff and apparatus to meet the Unit request based on their own agency specific backfill criteria. In the event that partnering agencies are unable to fill the FOC Unit Requests move to Level 3.

Level 3 – (40% - 60% daily reduction in force, Protocol 36 Level 3) - Participating Agencies provide single resources that are assembled to staff FOC Unit Request Types (FF, D/O, C/O, BC, EMT, PM). Due to depletion in available staffing Unit requests would be filled by a combination of single resources provide by the participating agencies.

Level 4 – (Over 60% daily reduction in force, Protocol 36 Level TBD) – Participating Agencies are unable to meet any external resource requests. Coordinated reductions in service delivery would be implemented.

## Definitions

Alternative Response Units: All ARU's shall be staffed with a minimum of 2 EMT's. The appropriate complement of PPE and decontamination equipment must be made available.

Hours of Work: Hours of work will be primarily determined by the home agency. The FOC may request specific hours of staffing based on unit requirements. Participating agencies would confirm their ability to meet the request. Specific changes in hours of work may require individual employers to establish specific conditions with their labor group. Any specific adjustments in employment conditions remain outside of the scope of this agreement.

Emergency Medical Technician (EMT): Certified in Snohomish County as an Emergency Medical Technician. Non-Combat, Non-IDLH, EMS Only.

Paramedic (PM): Certified as a Paramedic in Snohomish County. Non-Combat, Non-IDLH, EMS Only.

Fire Fighter (FF): Meeting NFPA 1001, capable of full combat structural firefighting, IDLH, certified in Snohomish County as an Emergency Medical Technician or Paramedic in Snohomish County.

Drive Operator (D/O): Meeting NFPA 1002, currently employed and qualified as a Driver Operator/Engineer, IDLH, certified in Snohomish County as an Emergency Medical Technician or Paramedic in Snohomish County.

Company Officer (C/O): Meeting NFPA 1021, currently employed and qualified as a Company Officer regardless of agency specific rank (Lieutenant or Captain), IDLH, certified in Snohomish County as an Emergency Medical Technician or Paramedic in Snohomish County.

Battalion Chief (BC): Currently employed and qualified as a Battalion Chief in Snohomish County, IDLH, certified in Snohomish County as an Emergency Medical Technician or Paramedic in Snohomish County.

Signed this \_\_\_\_\_ day of April, 2020

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Kevin O'Brien – Fire Chief  
Snohomish County Fire District 7

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Michael McConnell - President  
Local 2781

**Memorandum of Understanding  
By and Between the  
SNOHOMISH COUNTY FIRE DISTRICT NO. 7  
and IAFF LOCAL NO. 2781**

**WHEREAS**, the World Health Organization has declared a pandemic for the novel coronavirus 19 (COVID-19) that has resulted in thousands of deaths worldwide and dozens in Washington State; and,

**WHEREAS**, the Washington State Department of Health has confirmed the person-to-person spread of COVID-19 and is finding an increasing risk of exposure and infection to the general public due to its potential to spread unknowingly and quickly through asymptomatic individuals and otherwise infected people; and,

**WHEREAS**, the U.S. Department of Health and Human Services declared a public health emergency for COVID-19 on January 31, 2020; and,

**WHEREAS**, on February 29, 2020, Governor Inslee declared a State of Emergency for Washington State; and,

**WHEREAS**, on March 13, 2020, Governor Inslee ordered the closure of all schools in Washington State until April 27, 2020; and,

**WHEREAS**, On March 13, 2020, the President of the United States declared a National Emergency in response to the pandemic; and,

**WHEREAS**, On March 04, 2020, County Executive Dave Somer issued a Proclamation of Emergency in response to the COVID-19 outbreak; and,

**WHEREAS**, novel Coronavirus COVID-19, a respiratory disease that can result in serious illness or death, is caused by a new strain of coronavirus that had not been previously identified in humans and has proven it can easily spread from person to person; and,

**WHEREAS**, the U.S. Center for Disease Control and Prevention (CDC) has identified a potential public health threat posed by COVID-19 both globally and within the United States, including within Washington State; and,

**WHEREAS**, there are thousands and growing number of documented cases of COVID-19, including deaths caused thereby, within Washington State; and,

**NOW, THEREFORE**, based upon the foregoing recitals, the District and Union find that:

The District and Union share the interest of preserving, promoting and protecting the District workforce and want to treat all District employees fairly and equitably across the force.

The District has adopted a COVID-19 Emergency Sick Leave & Closure Pay Policy ("Pandemic Policy") as attached hereto as Exhibit A to address this pandemic emergency health crisis.

**NOW, THEREFORE**, in mutual consideration and in consideration of the forgoing recitals and findings, the District and Union agree that:

- A. The Pandemic Policy is endorsed by the Union after an opportunity to bargain its impacts.
- B. In order to appropriately implement the attached Policy, any provisions of the collective bargaining agreement that conflict with the Pandemic Policy are hereby suspended until the Pandemic Policy is terminated by the Fire Chief or such other action by the Board of Fire Commissioners. Upon termination, the suspended provisions of the CBA shall be fully restored without amendment by this action and without the necessity of bargaining the impacts/effects.
- C. The District and Union agree to review this MOU on or before December 31, 2020 to determine if the pandemic emergency situation underlying this MOU remains in effect and whether this MOU should remain in place, be modified by mutual agreement to better deal with the quickly changing situation, or be terminated.
- D. The attached Policy and this MOU does not set a precedent, but, rather, is a reasonable response by the parties to the extreme circumstances outside of the parties' control and a desire to work together in the best interests of the District and its workforce.

Agreed to by and between the District and the Union this this \_\_\_\_\_day of April, 2020.

**SNOHOMISH COUNTY FIRE DISTRICT NO. 7      IAFF LOCAL NO. 2781**

\_\_\_\_\_  
Fire Chief-Kevin O'Brien

\_\_\_\_\_  
President-Michael McConnell

## COVID-19 RELATED EMERGENCY PAID SICK LEAVE & CLOSURE PAY POLICY

**Issue Date: April \_\_, 2020**

### 1. Background and Purpose.

- A. On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: "On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington. I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington... "
- B. On January 31, 2020, the U.S. Department of Health and Human Services declared a public health emergency for COVID-19.
- C. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic on March 11, 2020.
- D. On March 13, 2020, the President of the United States declared public national emergency relating to COVID-19 on March 13, 2020.
- E. On February 29, 2020, Governor Jay Inslee proclaimed a state of emergency within the State of Washington due to COVID-19; and
- F. On March 04, 2020, County Executive Dave Somer issued a Proclamation of Emergency in response to the COVID-19 outbreak.
- G. COVID-19 is a respiratory disease caused by a new virus called SARS- CoV-2. The most common symptoms of the disease are fever, cough, and shortness of breath (the "Common Symptoms"). It is expected that most people with COVID-19 will have mild disease symptoms, but some people will get sicker and may need to be hospitalized. Others may be quarantined, either at home or in a health care facility. COVID-19 may result in death among vulnerable members of the population.
- H. COVID-19 is spread by asymptomatic people for up to fourteen (14) days before showing symptoms. Accordingly, the disease may be spread by individuals who do not know they are infected, which is underlying federal, state, and local health officials strongly encouraging and, in some areas, mandating social distancing. These health and safety orders have required organizations to quarantine employees, minimize and, in some cases, close operations completely in order to protect employees, families, and the local community.
- I. Snohomish County Fire District No. 7 (the "Fire District") needs to ensure that its employees remain operational to assist in continuity of operations efforts, emergency efforts, and to return when this emergency is complete with their original sick and vacation leave banks intact to the maximum extent possible to help minimize disruption when operations return to normal.

- J. Given the seriousness of COVID-19 and its rapid transmission, preemptive action may be necessary to prevent widespread transmission of COVID-19 amongst Fire District employees by closing certain Fire District facilities, instituting telecommuting procedures for non-uniform personnel, reassigning work duties to help cover increased and unanticipated continuity of operations. Therefore, the Fire District intends to take such action with the intent not to compromise employee's normal compensation and benefits.
- K. This Policy does not establish any precedent for how the Fire District may respond to the same or similar such event(s) in the future and shall not be read as setting any precedent on how the Fire District will respond to future emergency situations. It shall not be evidence of a past practice.
- L. The Fire Chief may modify or revoke this Policy at any time and for any reason. For represented employees, the Fire District will bargain impacts of any modifications in compliance with applicable law.
- M. The Fire District's primary purpose in enacting this Policy is to protect, promote and preserve the public health and safety of its employees and the community. The Fire District finds this to be a fundamental purpose of government, especially given the public health crisis our community is facing. Any private benefit from this Policy is incidental to this primary purpose.
- N. Sections I, II and V of this Policy applies to all Fire District Employees. Sections III and IV do **not** apply to represented IAFF bargaining unit members.

## **2. Emergency Paid Sick Leave**

Recognizing the public health directives regarding COVID-19, the Fire District hereby creates an Emergency Paid Sick Leave bank of up to;(a). 80 hours for day shift employees and (b). 96 hours for 24 hour shift employees, if an employee is required to be quarantined/isolated for any of the following reasons:

- A. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- C. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- D. The employee is caring for an individual who is subject to an order as described in subsection 2A or 2B.
- E. The employee is caring for a dependent and the school or place of care of the dependent has been closed, or the child care provider of such dependent is unavailable, due to COVID-19 precautions.
- F. The employee is experiencing any other substantially similar condition

specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.

- 2.1 Supervisors will utilize the "Question to ask Employees when they call in Sick-Form" when an employee calls in sick. (Appendix B).
- 2.2 In the case of; (a.) serial job related exposures requiring quarantine or (b.) approved Labor and Industries claim of illness from COVID-19, the employee will qualify for additional hours of pandemic leave as approved by the Fire Chief or designee.
- 2.3 Unused Emergency Paid Sick Leave has no cash out value.
- 2.4 Emergency Paid Sick Leave may only be use for regularly schedule work i.e. Regular Time (RT) and Debit Day (DD).
- 2.5 Any leave that extends beyond the Emergency Paid Sick Leave Bank, the employee may utilize their accrued sick leave and/or accrued vacation leave.
- 2.6 Any person who is not eligible for telecommuting (i.e., working remotely) and is not eligible for Emergency Paid Leave may choose to self-isolate and use their accumulated sick or vacation leave.

### **3. Fire District Administration Closure and Telecommuting Obligations.**

- 3.1 The Fire Chief may determine that it is necessary to close all or some of the Fire District administrative facilities ("Administration Closure") and direct that only certain administrative employees report to Fire District work sites to complete essential Fire District functions. During such Administration Closure, staff who are reasonably able to telecommute and/or capable of modified duties and are directed to do so by the Fire Chief or designee shall do so. To the extent that employees are not able to fully or partially telecommute, and have been directed not to report to the worksite during such Administration Closure, such employees will be provided Closure Pay in accordance with the provisions in this policy.
- 3.2 Employees who are on a planned absence, such as vacation leave, and are not recalled back to work will not receive Closure Pay. Any employee already on sick leave shall be eligible for Closure Pay in lieu of continued use of sick leave once Closure Pay is in effect under this Policy.
- 3.3 In the event of Administration Closure, FLSA Non-Exempt staff (i.e. hourly staff) will receive Closure Pay for their regularly scheduled work hours for which they are unable to telecommute. Closure Pay will only be made available to hourly staff to cover their regularly scheduled work hours.
- 3.4 FLSA Exempt (i.e. salaried staff) employees shall continue to receive their normal salary during Administration Closure, regardless of whether they are able to telecommute.
- 3.5 Administrative employees who are directed by the Fire Chief or designee to work



during Administration Closure will receive their normal compensation for such work.

3.6 Closure Pay shall not count as hours worked for overtime or compensatory time purposes.

3.7 Closure Pay has no cash out value.

3.8 Closure Pay is intended to avoid having employees deplete their paid leaves during the period of Administration Closure. The combination of an employee's regular pay and Closure Pay shall be equal to the employee's normal compensation.

3.9 In the absence of an extension authorized by the Fire Chief or designee, Closure Pay shall not exceed 4 weeks.

#### **4. Telecommuting and Work During Administration Closure.**

- A. All Employees who are able to work from home/telecommute shall conduct normal and assigned business during their normally scheduled work shift.
- B. All Employees are required to be available during their normally scheduled work shift and to be ready to accept work assignments from their Director or Supervisor.
- C. All Employees must be fit for duty during the time of Administration Closure and remain at their primary residence during their normally scheduled work shift unless required to attend to a Fire District facility.
- D. During the time of the Administration Closure, there may be a limited number of Employees required to attend Fire District facilities to maintain core and essential functions. These employees shall be covered for pay purposes as detailed above.

#### **5. Termination of Policy.**

- A. This Policy may be modified, revised, or terminated by the Fire Chief, in his sole discretion, at any time.

#### **6. Summary Chart.**

- A. A summary of scenarios and potential benefits available is attached as **Appendix A**. In the event of any conflict between this policy and Appendix A, this policy shall control.

Effective this \_\_\_\_ day of April, 2020.

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Kevin O'Brien-Fire Chief

# Snohomish County Fire District No. 7

## COVID-19 Scenarios & Benefits Available

COVID-19 Scenarios	Use of Paid Sick Leave	Use of Paid Vacation Leave	Extra _ Hours of Pandemic Leave*	L & I	Paid Family Medical Leave thru Employment Security	Normal compensation Paid by District in Lieu of Unemployment
Employee has Confirmed Case of COVID-19 – Isolation for 7 days from onset of symptom or 3 days fever free.	✓	✓	✓	✓	✓	✗
Employee is exposed to a Confirmed Documented Case of COVID-19 – Quarantined for 2 Weeks	✓	✓	✓	✗	✓	✗
Employee is Severely Ill with COVID-19 symptoms and is seeking diagnosis	✓	✓	✓	✓	✓	✗
Employee caring for an individual: having COVID-19 or Self Quarantines as advised by a health care provider or quarantine/isolation order related to COVID-19.	✓	✓	✓	✗	✓	✗
Employee Cannot Work Due to Day Care Needs of a dependent due to COVID-19 precautions.	✓	✓	✓	✗	✗	✗
Employee does not want to be Exposed – Self Quarantines and is not eligible for Telecommuting due to Nature of Position	✓	✓	✗	✗	✗	✗
Administration Offices Close by Mandate of the Government or Order of Fire Chief (Note: benefit capped at level in applicable Fire District Policy)	✓	✓	✗	✗	✗	✓

\*Pandemic Leave will be immediately replaced by Emergency Paid Sick Leave as provided in the Families First Coronavirus Response Act upon its effective date

**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

## Questions to ask Employees when they call in Sick -Form (During COVID-19 Epidemic)

The intent of the following questions is not to determine eligibility for sick leave usage, but for the purposes of identifying possible exposures and related quarantine periods related to the COVID-19 outbreak. **Discontinue use after COVID-19 State of Emergency is lifted.** Please ask all employees the following yes or no questions and record responses:

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

1. Is this absence for your own condition or to care for a family member (circle answer below)?

**Self**

**Family member**

2. Is this absence due to injury/illness (circle answer below)?

**Injury**

**Illness (skip to question #4)**

3. If due to injury, determine if it was on or off duty and anticipated duration if known (circle answer below):

**On-duty Injury**  
**(fill out OTJ injury form)**

**Off-Duty**

### **CONTINUE WITH QUESTIONS 4 & 5 ONLY IF ABSENCE IS DUE TO ILLNESS**

4. Is ill employee (or ill family member) exhibiting any of the following systems (check all that apply)?

- Fever  $\geq 100.2^{\circ}$  or felt feverish
- Cough
- Shortness of Breath
- Fatigue or Body Aches

5. Has the ill employee (or ill family member) been in recent contact with a known COVID POSITIVE person? \_\_\_\_\_

6. If employee answers yes to any of the symptoms in #4, place employee on sick leave with sub-type "Disaster" for the next 72 hours and direct employee to contact Pamela Holtgeerts in HR at 425-287-7411 and the EMS Division [On-duty MSO (425) 308-8880 or DC Rasmussen (360) 926-4053]. If OT is needed, include project code "Disaster" to the OT callback. Scan or email all forms to [HR@snofire7.org](mailto:HR@snofire7.org).

7. If employee answers no to all of the symptoms in #5, place employee on sick leave and scan or email form to [HR@snofire7.org](mailto:HR@snofire7.org).

**AGAIN, IF EMPLOYEE ANSWERS YES TO ANY PORTION OF QUESTIONS IN #4 OR #5 NOTIFY HR & EMS IMMEDIATELY FOR FURTHER FOLLOW-UP.**

# **NEW BUSINESS - DISCUSSION**

**SNOHOMISH COUNTY FIRE DISTRICT #7**

**RESOLUTION #2020-08**

**GUIDANCE FOR COUNTY ASSESSOR REGARDING NON-VOTED BONDS**

**WHEREAS**, on January 1, 2020, Lake Stevens Fire (Snohomish County Fire District No. 8) merged into Snohomish County Fire District 7 ("District 7") pursuant to RCW 52.06.; and

**WHEREAS**, RCW 52.06.070 provides that the Board of Fire Commissioners of a merged fire protection district "*shall have all the powers of the two districts to levy, assess, and cause to be collected all assessments against any land in both districts that may be necessary to pay for the indebtedness thereof, and until the assessments are collected and all indebtedness of the districts paid, separate funds shall be maintained for each district as were maintained before the merger...*

**WHEREAS**, District 7 has outstanding non-voted bonds issued pursuant to RCW 52.16.061 and shall, pursuant to RCW 52.06.070, pay such non-voted bonds out of the general property tax levy assessed within the entire boundary of the merged district until such time as the bonds are paid in full.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**The Board authorizes staff to prepare the necessary tax resolutions to levy taxes consistent with the above recitals in time for such Resolutions to be approved by the Board and filed with the County in November 2020; and**

**The Board authorizes staff to provide the County Assessor with a copy of this Resolution as documentation of the Board's intent and to work with the County Assessor to ensure that no issues arise at such time as the Board levies property taxes in November, 2020.**

**ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT #7 THIS \_\_\_\_th day of \_\_\_\_, 2020.**

\_\_\_\_\_  
Rick Edwards, Commissioner

\_\_\_\_\_  
Troy Elmore, Commissioner

\_\_\_\_\_  
Randy Fay, Commissioner

\_\_\_\_\_  
Paul Gagnon, Commissioner

\_\_\_\_\_  
Jeff Schaub, Commissioner

\_\_\_\_\_  
William Snyder, Commissioner

\_\_\_\_\_  
Jim Steinruck, Commissioner

\_\_\_\_\_  
Roy Waugh, Commissioner

\_\_\_\_\_  
Randall Woolery, Commissioner

ATTEST:

\_\_\_\_\_  
District Secretary

# **NEW BUSINESS - ACTION**

# COMMITTEE REPORTS

## **OTHER MEETINGS ATTENDED**



# **EXECUTIVE SESSION**