



COMMISSIONER BOARD MEETING

May 14, 2020

5:30 PM

Fire District 7 Station 31 Training Room

VIA BLUEJEANS

**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/ Via Blue Jeans
163 Village Court, Monroe, WA 98272

May 14, 2020

1730 hours

CALL TO ORDER

UNION COMMENT

IAFF

Teamsters

CHIEFS REPORT

To be provided at or before meeting

CONSENT AGENDA

Approve Vouchers

Benefit Voucher: #20-01136 (\$962.50)

Benefit Vouchers: #20-01137 – 20-01138 (\$21,024.12)

Benefit Vouchers: #20-01139 – 20-01153 (\$533,576.45)

AP Vouchers: #20-01155 – #20-01325 (\$668,756.01)

Approve Payroll

April 30, 2020; \$1,009,927.08

May 15, 2020: \$938,450.82

Approval of Minutes

Approve Regular Board Meeting Minutes – April 23, 2020

Correspondence

OLD BUSINESS

Discussion

COVID-19 Update

Fire District Name

Allied Construction Settlement

Executive Contracts

Negotiations Committee

Lake Stevens Fire Audit

Action

Paid Family Medical Leave MOU

Surplus Bauer SCBA fill station and Compressor S81 Resolution 2020-17

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



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

NEW BUSINESS

Discussion

Surplus of Apparatus/Equipment Resolution 2020-18
Snohomish 911 Tower Agreements
Donation for budgeted adult and infant CPR manikins/7 EMS Doppler units
City of Mill Creek Fire and Emergency EMS Agreement
Grants: Health and Human Services Relief Fund payment

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 (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)
Sno-Isle Commissioner Meeting

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday May 28 at 1730 - Station 31 Training Room/BlueJeans

EXECUTIVE SESSION

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

ADJOURNMENT

FIRE CHIEF REPORT

CONSENT AGENDA

Snohomish County Fire District #7 Claims Voucher Summary

04/28/2020

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
20-01136	IAFF LOCAL 2781		962.50

Snohomish County Fire District #7

04/28/2020

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
20-01137	DEPARTMENT OF RETIREMENT SYSTEMS		20,031.62
20-01138	IAFF LOCAL 2781		992.50

Page Total	21,024.12
Cumulative Total	21,024.12

Snohomish County Fire District #7 Claims Voucher Summary

04/28/2020

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
20-01139	AFLAC		673.32
20-01140	DEPARTMENT OF RETIREMENT SYSTEMS		332,677.79
20-01141	DIMARTINO & ASSOCIATES		20,229.47
20-01142	FIRE 7 FOUNDATION		297.50
20-01143	FIREPAC		923.04
20-01144	GENERAL TEAMSTERS UNION LOCAL 38		1,446.00
20-01145	HRA VEBA TRUST		62,806.99
20-01146	IAFF LOCAL 2781		24,606.55
20-01147	LOCAL IAFF 2781 PAC		478.00
20-01148	SNOHOMISH COUNTY FIRE DISTRICT 7		5,817.10
20-01149	TD AMERITRADE INSTITUTIONAL		388.50
20-01150	TD AMERITRADE TRUST CO		19,679.26
20-01151	VOYA INSTITUTIONAL TRUST CO		49,273.80
20-01152	WSCFF FASTPAC		591.63
20-01153	WSCFF-EMP BENEFIT TRUST		13,687.50

Page Total	533,576.45
Cumulative Total	533,576.45

Snohomish County Fire District #7

05/11/2020

Claims Voucher Summary

Page 1 of 6

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01155	AAA OF EVERETT FIRE EXTINGUISHER CO. INC.		244.25
20-01156	ACE HARDWARE		372.53
20-01157	ACROSS THE STREET PRODUCTIONS		9,950.00
20-01158	AIR EXCHANGE, INC		2,880.43
20-01159	ALL BATTERY SALES AND SERVICE		583.78
20-01160	ALL-AMERICAN LEADERSHIP		1,000.00
20-01161	ALLSTREAM BUSINESS US, INC		109.85
20-01162	ALLSTREAM BUSINESS US, INC		312.82
20-01163	ALLSTREAM BUSINESS US, INC		124.26
20-01164	ARAMARK UNIFORM SERVICES		293.35
20-01165	ASSOCIATED GLASS, INC		2,164.14
20-01166	AT&T MOBILITY		46.71
20-01167	BADGLEY'S LANDSCAPE		8,734.87
20-01168	BICKFORD MOTORS INC.		713.06
20-01169	BOUND TREE MEDICAL, LLC		9,186.97
20-01170	BRAD TALLEY		3,000.00
20-01171	BRAKE & CLUTCH SUPPLY INC		1,666.93
20-01172	BRAUN NORTHWEST INC		114,094.28
20-01173	BRIAN KEES		1,805.72
20-01174	BROWNS PLUMBING & PUMP		1,449.92
20-01175	CANON FINANCIAL SERVICES INC		409.07
20-01176	CASCADE FIRE & SAFETY		496.58
20-01177	CASCADE RESCUE COMPANY		111.74
20-01178	CDW GOVERNMENT LLC		1,003.37
20-01179	CENTRAL WELDING SUPPLY		1,091.79
20-01180	CHAMPION BOLT & SUPPLY		266.03
20-01181	CHINOOK LUMBER		8,578.89
20-01182	CHRISTENSEN, INC		3,116.66
20-01183	CLEARFLY COMMUNICATIONS		414.51
20-01184	CLEARFLY COMMUNICATIONS		722.14
20-01185	COGDILL, NICHOLS, REIN		4,993.41

Page Total 179,938.06

Cumulative Total 179,938.06

Snohomish County Fire District #7

05/11/2020

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
20-01186	COLUMBIA SOUTHERN UNIVERSITY		1,242.00
20-01187	COMCAST		150.27
20-01188	COMCAST		150.05
20-01189	COMCAST		150.07
20-01190	COMCAST		150.05
20-01191	COMCAST		150.29
20-01192	COMCAST		295.07
20-01193	COMDATA NETWORK, INC		3,050.33
20-01194	COURIERWEST, LLC		2,232.00
20-01195	CREWSENSE LLC		1,228.09
20-01196	CROSS VALLEY WATER DISTRICT		258.23
20-01197	CROSS VALLEY WATER DISTRICT		231.98
20-01198	CROSS VALLEY WATER DISTRICT		575.90
20-01199	CROWN FIRE PROTECTION		1,792.18
20-01200	DAVIS DOOR SERVICE		4,313.14
20-01201	DESERT DIAMOND INDUSTRIES LLC		1,957.00
20-01202	DIRECTV		137.87
20-01203	EASTSIDE A/V LLC		979.52
20-01204	ELECTRONIC BUSINESS MACHINES		231.27
20-01205	EMERALD SERVICES, INC		119.28
20-01206	EMS TECHNOLOGY SOLUTIONS, LLC		1,472.00
20-01207	FIRST WATCH		403.00
20-01208	FRONTIER COMMUNICATIONS NORTHWEST INC		277.51
20-01209	FRONTIER COMMUNICATIONS NORTHWEST INC		214.93
20-01210	FRONTIER COMMUNICATIONS NORTHWEST INC		1,075.66
20-01211	GALLS, LLC - DBA BLUMENTHAL UNIFORM		3,758.45
20-01212	GRAINGER		3,463.92
20-01213	HARBORVIEW INVESTMENT LTD		2,745.00
20-01214	HARMSSEN & ASSOCIATES, INC		350.00
20-01215	HB HANSEN CONSTRUCTION, INC		11,200.00
20-01216	HUGHES FIRE EQUIPMENT		1,817.64

Page Total	46,172.70
Cumulative Total	226,110.76

Snohomish County Fire District #7

05/11/2020

Claims Voucher Summary

Page 3 of 6

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01217	IRON MOUNTAIN INC		402.86
20-01218	ISOUTSOURCE		38,587.22
20-01219	KENNY'S TRUCK PARTS AND REPAIR		14.17
20-01220	KENT D. BRUCE		7,528.15
20-01221	LAKE STEVENS SEWER DISTRICT		344.00
20-01222	LIFE ASSIST INC		636.97
20-01223	LN CURTIS & SONS		1,081.90
20-01224	LONE MOUNTAIN COMMUNICATIONS, LLC		4,767.10
20-01225	LOWE'S		4,940.07
20-01226	MACDONALD MILLER FACILITY SOLUTIONS		6,672.21
20-01227	MCDANIELS DO-IT-BEST		33.28
20-01228	MIKE HILL		2,081.00
20-01229	MOBILE HEALTH RESOURCES		1,116.90
20-01230	MONROE PARTS HOUSE		8,873.58
20-01231	MONROE UPHOLSTERY		81.98
20-01232	MOTOROLA SOLUTIONS INC		67,531.10
20-01233	MUNICIPAL EMERGENCY SERVICES, INC.		886.96
20-01234	NC MACHINERY CO		577.54
20-01235	NORTH COAST ELECTRIC COMPANY		114.02
20-01236	NORTH SOUND PRODUCTIONS		5,943.18
20-01237	NORTHWEST SAFETY CLEAN		1,004.17
20-01238	NORWEST BUSINESS SERVICES, INC		1,500.00
20-01239	OFFICE DEPOT		1,394.98
20-01240	O'REILLY AUTOMOTIVE, INC		36.97
20-01241	ORKIN		2,475.16
20-01242	PACIFIC POWER BATTERIES		618.16
20-01243	PLATT ELECTRIC		28.59
20-01244	PRIDE ELECTRIC, INC		1,679.60
20-01245	PRO COMM		652.27
20-01246	PROFESSIONAL BUILDING SERVICES		3,661.38
20-01247	PUGET SOUND ENERGY		355.90

Page Total

165,621.37

Cumulative Total

391,732.13

Snohomish County Fire District #7

05/11/2020

Claims Voucher Summary

Page 4 of 6

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01248	PUGET SOUND ENERGY		274.79
20-01249	PUGET SOUND ENERGY		247.53
20-01250	PUGET SOUND ENERGY		403.92
20-01251	PUGET SOUND ENERGY		283.53
20-01252	PUGET SOUND ENERGY		330.25
20-01253	PUGET SOUND ENERGY		382.08
20-01254	PURCELL TIRE & SERVICE CENTER		2,785.35
20-01255	RANDY WOOLERY		27.26
20-01256	REPUBLIC SERVICES #197		206.82
20-01257	REPUBLIC SERVICES #197		291.98
20-01258	REPUBLIC SERVICES #197		100.44
20-01259	REPUBLIC SERVICES #197		402.75
20-01260	REPUBLIC SERVICES #197		61.61
20-01261	RICE FERGUS MILLER		510.00
20-01262	RICOH USA, INC.		504.17
20-01263	RICOH USA, INC.		489.35
20-01264	SHI-Government Solutions, Inc		5,516.39
20-01265	SHORELINE FIRE DEPARTMENT		4,500.00
20-01266	SIKORA ASSOCIATES LLC		3,000.00
20-01267	SILVER LAKE WATER		47.60
20-01268	SILVER LAKE WATER		86.93
20-01269	SILVER LAKE WATER		47.60
20-01270	SILVER LAKE WATER		125.70
20-01271	SNOHOMISH COUNTY 911		100,061.43
20-01272	SNOHOMISH COUNTY FIRE DISTRICT 7		386.04
20-01273	SNOHOMISH COUNTY FIRE DISTRICT 7		1,040.32
20-01274	SNOHOMISH COUNTY FIRE DISTRICT 7		51,821.03
20-01275	SNOHOMISH COUNTY PUD		1,716.32
20-01276	SNOHOMISH COUNTY PUD		17.42
20-01277	SNOHOMISH COUNTY PUD		1,574.83
20-01278	SNOHOMISH COUNTY PUD		712.23

Page Total

177,955.67

Cumulative Total

569,687.80

Snohomish County Fire District #7

05/11/2020

Claims Voucher Summary

Page 5 of 6

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01279	SNOHOMISH COUNTY PUD		1,124.46
20-01280	SNOHOMISH COUNTY PUD		190.42
20-01281	SNOHOMISH COUNTY PUD		467.09
20-01282	SNOHOMISH COUNTY PUD		311.42
20-01283	SNOHOMISH COUNTY PUD		197.42
20-01284	SNOHOMISH COUNTY PUD		296.93
20-01285	SNOHOMISH COUNTY PUD		1,198.10
20-01286	SNOHOMISH COUNTY PUD		217.02
20-01287	SNOHOMISH COUNTY PUD		1,326.09
20-01288	SNOHOMISH VALLEY ROOFING INC		975.33
20-01289	SNURE LAW OFFICE		5,712.50
20-01290	SNYDER ROOFING & SHEET METAL INC		8,495.34
20-01291	SOUND PUBLISHING, INC		9,339.47
20-01292	SPEEDWAY CHEVROLET		5,544.53
20-01293	STAPLES		124.91
20-01294	STATE OF WA DEPARTMENT OF REVENUE		386.04
20-01295	STRYKER SALES CORPORATION		9,279.12
20-01296	TELEFLEX, LLC		1,345.50
20-01297	THE SHERWIN WILLIAMS CO		383.61
20-01298	TOWN & COUNTRY TRACTOR INC.		500.34
20-01299	TRITECH SOFTWARE SYSTEMS		547.77
20-01300	TRUE NORTH EMERGENCY EQUIPMENT INC		1,016.83
20-01301	U S FIRE EQUIPMENT, LLC		5,327.37
20-01302	UNITED PARCEL SERVICE		39.04
20-01303	US BANK		21,407.63
20-01304	US BANK		600.00
20-01305	US BANK VOYAGER		10,703.18
20-01306	VERIZON WIRELESS		1,281.63
20-01307	VERIZON WIRELESS		2,350.68
20-01308	VERIZON WIRELESS		14.69
20-01309	VERIZON WIRELESS		4,345.85

Page Total

95,050.31

Cumulative Total

664,738.11

Snohomish County Fire District #7 Claims Voucher Summary

05/11/2020

Page 6 of 6

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
20-01310	WASTE MANAGEMENT NORTHWEST		157.68
20-01311	WASTE MANAGEMENT NORTHWEST		204.18
20-01312	WASTE MANAGEMENT NORTHWEST		252.04
20-01313	WASTE MANAGEMENT NORTHWEST		117.27
20-01314	WASTE MANAGEMENT NORTHWEST		404.10
20-01315	WASTE MANAGEMENT NORTHWEST		172.98
20-01316	WASTE MANAGEMENT NORTHWEST		206.94
20-01317	WASTE MANAGEMENT NORTHWEST		109.38
20-01318	WASTE MANAGEMENT NORTHWEST		277.92
20-01319	WASTE MANAGEMENT NORTHWEST		164.04
20-01320	WASTE MANAGEMENT NORTHWEST		117.37
20-01321	WASTE MANAGEMENT NORTHWEST		399.25
20-01322	WASTE MANAGEMENT NORTHWEST		209.01
20-01323	WASTE MANAGEMENT NORTHWEST		204.61
20-01324	WAVE BUSINESS		550.23
20-01325	WELLSPRING FAMILY SERVICES EAP		470.90

Page Total	4,017.90
Cumulative Total	668,756.01



Snohomish County
FIRE DISTRICT 7

Earning Trust Through Action

3

Payroll Summary

04/30/2020

Check Date	04/30/2020
Period Begin	04/16/2020
Period End	04/30/2020

Direct Deposits	\$796,016.18
Paper Checks	\$8019.14
Taxes	\$205,891.76
Total	\$1,009,927.08



Snohomish County
FIRE DISTRICT 7

Earning Trust Through Action

3

Payroll Summary

05/15/2020

Check Date	05/01/2020
Period Begin	05/15/2020
Period End	05/15/2020

Direct Deposits	\$747,036.49
Paper Checks	\$676.49
Taxes	\$190,737.84
Total	\$938,450.82

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

SNOHOMISH COUNTY FIRE DISTRICT 7

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

April 23, 2020

1730 hours

CALL TO ORDER

Chairman Waugh called the meeting to order via Blue Jeans at 1730 hours. Commissioners attending via Video Conference due to the COVID-19 ban on gatherings: Steinruck, Snyder, Waugh, Edwards, and Schaub. Commissioners Woolery, Elmore, Gagnon and Fay attended in person.

UNION COMMENT None

CHIEFS REPORT

Chief O'Brien discussed the rescue of child from a residential fire on April 19, 2020. The first police officer to arrive on scene did a great job by shutting the door to the room where the fire originated. Congratulations to the crews and the district for the positive result. These results are a culmination of excellent training, a good support team and confidence from commissioners.

Chief also gave an update on a fire in the cab of the new engine that occurred in the mechanic shop. The mechanics did a good job on rapidly extinguishing the fire. Chief Guptill reported we are waiting on the Snohomish County Fire Marshal final report. The preliminary estimated damage is \$50,000. The District is working with the manufacturer and our insurance company on moving forward with repair or replacement.

CONSENT AGENDA

Approve Vouchers

Benefit Vouchers: #20-01002 – #20-01009 (\$570,550.09)

Benefit Voucher: #20-1010 (\$285,808.30)

AP Vouchers: #20-01012 – #20-01133 (\$317,953.57)

Approve Payroll

April 15, 2020; \$989,710.76

Approval of Minutes

Approve Regular Board Meeting Minutes – April 9, 2020

Approve Special Board Meeting Minutes – April 16, 2020

Motion to approve the Consent Agenda as submitted.
Motion by Commissioner Elmore and 2nd by Commissioner Woolery
On Vote, **Motion Carried 9/0.**

Correspondence

Thank You Acknowledgements

OLD BUSINESS

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



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

Discussion

COVID-19

Fire District Name

The top three names are moving forward. Commissioner Elmore noted this should be a successful vote.

Allied Construction Settlement

Executive Contracts

Negotiations Committee

COVID-19 Leave Policy and MOU

Chelan Conference

The Washington Fire Commissioners cancelled the Saturday Seminar Series and preconference that had been scheduled in June due to COVID-19. It has been rescheduled for 2021. Hotel reservations will be pushed to 2021 and registration fees will be refunded

Action

COVID-19 Leave Policy and MOU

Chief O'Brien noted the Policy and MOU allows for 80 hours of leave for day staff and 96 hours for shift staff. The leave has been provided for staff per the law.

Motion to approve the COVID-19 Leave Policy and MOU as submitted.
Motion by Commissioner Steinruck and 2nd by Commissioner Schaub.
On Vote, **Motion Carried 9/0.**

Resolution 2020-08 Guidance for County Assessor's Office on Non-Voted Bonds

Motion to approve Guidance for County Assessor's Office on Non-Voted Bond Resolution 2020-08 as submitted.
Motion by Commissioner Woolery and 2nd by Commissioner Faye
On Vote, **Motion Carried 9/0.**

NEW BUSINESS

Discussion

Paid Family and Medical Leave MOU

Leah Schoof explained to the board the purpose of this MOU is to separate this benefit clarification away from current negotiations. They have created a sub-committee to collaboratively work together to clarify content of implementation of the current policy. The MOU has been sent to the legal for review.

Surplus Bauer SCBA fill station and compressor S81 Resolution 2020-17

The current SCBA fill station and compressor will be surplus as it is not compatible with the new SCBA's.

Action None

COMMISSIONER COMMITTEE REPORTS None

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

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh): Commissioner Waugh noted the primary mission of the new radio system was to replace a deteriorating system. An updated plan is being presented in May for a vote in June regarding original goals that may be unobtainable by go live date.

Regional Coordination

Leadership Meeting (Fay / Schaub)

Sno-Isle Commissioner Meeting: Commissioner Fay noted the Sno-Isle Board has cancelled May's meeting for the general association.

GOOD OF THE ORDER

Commissioner Schaub noted both the recent river and fire rescues calls reflect well on our district and shows the quality of our employees. Kudos to our team.

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday May 28 at 1730 - Station 31 Training Room/Blue Jeans

EXECUTIVE SESSION

At 1752 hours Chairman Waugh called for an executive session to discuss staff contracts per RCW 42.30.110(1)(g) For thirty (30) minutes. Chief O'Brien, and District Attorney Brian Snure also attended the executive session.

Chairman Waugh reconvened the open public meeting at 1822 hours.

Motion to authorize Chief O'Brien to move forward with executive contracts
Motion by Commissioner Gagnon and 2nd by Commissioner Woolery.
On Vote, **Motion Carried 9/0.**

ADJOURNMENT

Chairman Waugh adjourned the meeting at 1824 hours.

Commissioner Randy Fay

Commissioner Rick Edwards

Vice Chairman Troy Elmore

Commissioner Paul Gagnon

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

Commissioner Jeff Schaub

Commissioner William Snyder

Commissioner Jim Steinruck

Chairman Roy Waugh

Commissioner Randal Woolery

Chief Kevin K. O'Brien

CORRESPONDENCE

OLD BUSINESS - DISCUSSION

OLD BUSINESS - ACTION



Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

MEMORANDUM OF UNDERSTANDING

by and between the
Snohomish County Fire District 7
and the
The International Association of Fire Fighters Local No. 2781
as it applies to the Firefighters Contract (2017-19)
and the
Represented Chief Officers Contract (2017-19)

MOU 2019-04

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into by and between the SNOHOMISH COUNTY FIRE DISTRICT 7 (the "**District**") and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF #2781 (the "**Union**") (collectively, the "**Parties**").

Recitals:

- A. The District and the Union are parties to two collective bargaining agreements (collectively referred to herein as the "**CBA**") which expired December 31, 2019.
- B. Effective January 1, 2020, employees have been able to access benefits under the Washington State Paid Family & Medical Leave Law (PFML), RCW 51.50.
- C. The District has an approved Voluntary Plan as authorized by the PFML with benefits that are at least as favorable as PFML.
- D. The Parties recognize the challenge of integrating existing benefits and the new, additional PFML benefits as well as their duty to bargain the impacts of said benefit changes (expansion of paid leave costs/benefits as well as the reduction in short-term disability costs/benefits).
- E. With the advent of PFML benefits, the **District's** short-term disability carrier notified the District that it will not provide short-term disability benefits (other than the minimum amount/week) to a disabled employee who is otherwise eligible for short-term disability benefits under **the District's** short-term disability plan ("**Eligible Disabled Employee**") until after **an employee's** PFML benefits have been exhausted.
- F. The Parties desire for Employees to maintain substantially similar benefits as those benefits which existed on December 31, 2019 until such time as additional guidance from the state is received and additional benefit options have been considered and bargained through normal negotiations.

Agreement:

1. Term. This MOU is intended to constitute an interim solution until a new CBA is executed and shall therefore be in effect commencing retroactively to January 1st, 2020 and shall terminate upon ratification of a new CBA by both Parties.
2. Coverage. This MOU applies to all Employees who are IAFF bargaining unit members employed by the District.
3. Benefits. During the term of this MOU, any Eligible Disabled Employee who has used accrued leaves or received PFML benefits for at least a thirty (30)-day period and has an approved Short Term Disability claim for the qualifying event may, beginning on the 31st day and at his/her option, utilize accrued leave to supplement their PFML benefit in order to supplement his/her wages during the applicable period. The combination of PFML benefits, short term disability payment, and leave supplement shall not exceed the Eligible Disabled **Employee's** normal compensation.
4. PFML Benefit Procedures. Except as provided herein, nothing in this MOU is intended to alter **the District's** administration of PFML benefits under Procedure 2-25.

This Agreement is executed by duly authorized and empowered representatives of the three parties hereto: District 7, IAFF 2781, and IAFF 2781 Represented Chief Officers. This modification to the Collective Bargaining Agreement is signed and approved by the Board of Fire Commissioners of Snohomish County Fire District 7 at a regular meeting held on March XX, XXXX.

Commissioner Roy Waugh

Commissioner Randy Woolery

Commissioner Troy Elmore

Commissioner Randy Fay

Commissioner Jeff Schaub

Commissioner Paul Gagnon

Commissioner Jim Steinruck

Commissioner Rick Edwards

Commissioner Bill Snyder

This modification to the Collective Bargaining Agreement is approved by the membership of the International Associations of Fire Fighters, Local 2781 – Represented Chief Officers and is hereby signed by the representative thereof on _____, 2020.

Michael McConnell, President

SNOHOMISH COUNTY FIRE DISTRICT #7

RESOLUTION #2020-17

A RESOLUTION TO SURPLUS A BAUER SCBA COMPRESSOR & FILL STATION

WHEREAS, Snohomish County Fire District 7 presently owns the equipment listed on the attached Exhibit A "Equipment"; and

WHEREAS, The District no longer has a need for the Equipment and the Equipment is surplus to the needs of the District;

NOW, THEREFORE, BE IT RESOLVED 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.

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

Exhibit A "Equipment"

Manufacture	Serial Number	Description	Dept. Tag Number
Bauer		SCBA Fill Station	31D08-100065
Bauer		SCBA Compressor	31D08-100066



NEW BUSINESS - DISCUSSION

SNOHOMISH COUNTY FIRE DISTRICT #7

RESOLUTION #2020-18

A RESOLUTION TO SURPLUS APPARATUS/Equipment

WHEREAS, Snohomish County Fire District 7 presently owns the Apparatus/Equipment listed on the attached Exhibit A "Apparatus/Equipment" and

WHEREAS, The District no longer has a need for the Apparatus/Equipment and the Apparatus/Equipment is surplus to the needs of the District;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Apparatus/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 Apparatus/Equipment using commercially reasonable methods established by the Fire Chief or designee.

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

Exhibit A “Apparatus/Equipment”

1995 Chevrolet Suburban

- Vehicle Number 318
- VIN LGNGK26F2SJ414143

1998 Ford Expedition

- Vehicle Number 320
- VIN 1FMPU18L3WLB19865

2000- Ford F-800 Front mount pumper – Western States

- Vehicle Number 322
- VIN 1FDXK34AOKUA
- Mileage 27013
- Front mount 1000 GPM American Godiva pump

1985 GMC 7000 Top Kick (old tech rescue truck) - **This truck needs to be salvaged**

- Vehicle Number 334
- VIN 1GDM7D1Y7FV614429
- Mileage 236958

2005 Ford E-450 Remounted Northstar Ambulance

- Vehicle Number 337
- VIN 1FDXE45PX5HB23466
- Mileage 118167

2005 Ford E-450 Remounted Northstar Ambulance

- Vehicle Number 338
- VIN 1FDXE45PO5HB12167
- Mileage 10037

1991 Ford F-250 4X4

- Vehicle Number 341
- VIN 1FTHF26M7MKB06222
- Mileage 21514

1993 Chevrolet C1500

- Vehicle Number 345
- VIN 1GCEC19K3PE222021

1992 E-One Pumper

- Vehicle Number 703
- VIN 4YMUL1019FN000790

1994 Ford F-250

- Vehicle Number 711
- VIN 1FTHX26G5RKB64134

1994 Chevrolet S-10

- Vehicle Number 716
- VIN 1GCTD1927RB8233937

1994 Chevrolet S-10

- Vehicle Number 721
- VIN 1GCTD1928RB8233462

2016 GMC G4500 Ambulance

- VIN 1GD67UCL5G1170809

2008 Carnai Boat Trailer (damaged)

- VIN5SMBLAR1081811192

1996 Rescue Trailer

- Last 4 of the VIN# 0611

RIDING LAWN MOWERS:

John Deere X300	Inventory #: 31D08-100288	
John Deere D125	No asset tag found	
John Deere Model?	No asset tag found	This is an old mower, ran when parked.
Husqvarna YTA 24V48	No asset tag found	
Husqvarna YTH21K46	No asset tag found	

PUSH MOWERS:

Craftsman	No asset tag found	Push mower
Craftsman	No asset tag found	Push mower
Craftsman	No asset tag found	Self propelled
Troy-Bilt TB200	No asset tag found	Self propelled
Honda HRX 217	No asset tag found	Commercial / Self propelled
Honda HRX 217	No asset tag found	Commercial / Self propelled

GURNEYS:

Serial Number	Manufacture	Type
14N-304616	Ferno	Gurney
L-723905	Ferno	Gurney
07-046619	Ferno	Gurney
07-046621	Ferno	Gurney
07-033796	Ferno	Gurney
13N-271851	Ferno	Gurney

L-776340 Ferno Gurney
 L-776338 Ferno Gurney
 Stair chair

08-090031

FOAM:

Manufacturer	Class	Quantity	Container	Amount
FIREADE 2000	A	5 gal	Square	120 gal
ANSULITE 1%	A	5 gal	Round	5 gal
ANSULITE 1%	A	5 gal	Square	5 gal
ROYAL CEM 3%	A	5 gal	Round	10 gal
ANSULITE 3/6 %	A	5 gal	Round	15 gal
CHEM GUARD	A	5 gal	Square	1 gal
POSCHECK 1%	A	5 gal	Square	1 gal
SILVEX	A	5 gal	Round	5 gal
SILVEX 1%	A	5 gal	Square	5 gal
ANSULITE 6%	B	5 gal	Round	5 gal
ANGUS3/6%	B	5 gal	Round	5 gal
DRUM		15 gal	Round	15 gal
DRUM		15 gal	Round	15 gal
DRUM		35 gal	Round	35 gal

MISC:

Whirlpool Estate 18 cu. Ft. refrigerator/freezer Serial#: VSS3072771 NO asset tag
 Robotronics Freddie the Fire Truck Serial#: 920821001 Could NOT locate asset tag.
 (From Lake Stevens)

Jenn Air wall mount microwave oven Serial #: 10000198GN NO asset tag

Garland SunFire Series X60 gas range Serial#: 1506100101864 NO asset tag.
 This range was removed from St. 31

Two compartment locker NO identification number/make/model or asset tag

Lease#: _____

Site Name: Machias**COMMUNICATION SITE LEASE**

THIS COMMUNICATIONS SITE LEASE (this "Lease") is made by and between the Lake Stevens Fire District, a political subdivision of the State of Washington, hereinafter called "Lessor," and Snohomish County 911, a Washington interlocal non-profit Corporation ("SNO911" or "Lessee").

RECITALS

1. SNO911 is expanding its current communications system to provide enhanced coverage and performance to the public safety entities within the county.
2. SNO911, in providing public safety, general government and emergency communications through the Radio System, needs to locate communications equipment and facilities at various locations to insure the required coverage is present in strategic locations for the agencies we serve, one of which is Lake Stevens Fire and Fire District 7.
3. Lessor has certain real property that SNO911 has determined would be beneficial for its public safety communications coverage requirements and provide real benefit to Lessor in provide communications system access in the Machias area.
4. SNO911 and Lessor have determined that SNO911 use of Lessor's property is acceptable under the terms and conditions of this Lease and provides mutual benefit to both parties.

AGREEMENT

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Premises:** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein, Premises located in Snohomish County, Washington, comprising, as of the commencement date of this Lease, the area as shown on the Area Map and Site Plans, attached to this Lease, along with the legal description, as Exhibit A, for the placement of certain communications equipment and structures (the "Site" or the "Premises"); the equipment and structures are described and specified in Exhibit B (the "Equipment and Structures List") attached hereto. Please note that the Premises is defined as the land upon which the structures will be built and any access, utility easements or other authorizations to utilize the Premises for facilitating a communications site.

2. Term: The initial Lease Term shall be for Twenty (20) years and shall commence on the Effective Date, unless terminated sooner as provided herein and in the General Terms and Conditions, (attached to this Lease as Exhibit C). This Lease will automatically renew for up to Four (4) additional Five (5) year periods. Lessor may request adjustment in the Lease terms and conditions within the 30 preceding days of the four automatic renewal dates. Both parties agree to enter into adjustment negotiations in good faith.

3. Rent, Additional Rent, Offset and Leasehold Excise Tax:

- A. Due within 30 days the Effective Date of this Lease, and then due the last business day in January for the term of this Lease, SNO911 shall pay to Lessor a rent of TEN DOLLARS (\$10.00) per year for SNO911's Use of the Premises per this Lease agreement.
- B. No offset, reduction or credit toward rent shall be allowed unless approved in advance and in writing by Lessor.
- C. SNO911, as an interlocal non-profit corporation comprised of municipalities is exempt from the requirement to pay leasehold excise tax. In the event this exemption is determined to be inapplicable or leasehold excise tax becomes due and owing for other reasons, SNO911 shall pay the same and indemnify Lessor from any liability arising therefrom.
- D. All rent or additional rent owing except that additional rent and consideration as described in paragraph 3 (b) above which consideration shall be due and owing and accomplished within 90 days of execution of this lease, and all taxes, should they be determined to be applicable, shall be payable on an annual basis and is to be received in the office of the:

Lake Stevens Fire District 7
 Attn: Mike Messers
 825 South Lake Stevens Road
 Lake Stevens, WA 98258

All rent or additional rent owing and all taxes shall be payable in advance, without prior notice or demand, on the first (1st) day of each year of the Lease Term. If this Lease is terminated at a time other than the last day of the month, rent or additional rent shall not be prorated as of the date of termination. Said rent or additional rent shall be exclusive of any other sale, franchise, business or occupation or other tax based on rents. Should any other such tax or any fee apply during the life of this Lease, the payment due by SNO911 shall be increased by such amount.

4. Use of Premises:

A. Lessee shall use said Premises for the installation, operation, maintenance, repair of communications equipment, including the necessary building(s), communication towers, and other supporting equipment and structures (the "Communications Facilities"), as identified on the Equipment and Structures List, attached to this Lease as Exhibit B, together with the right of ingress to and egress from the Site for the foregoing purposes. Lessee shall not use the Site for any other purpose without the prior written consent of Lessor.

B. Lessor reserves the right to use the Premises for itself provided that such use does not interfere with the rights granted to Lessee in this Lease.

5. General Terms and Conditions: Attached hereto as Exhibit C and incorporated herein by reference are the General Terms and Conditions. The General Terms and Conditions shall constitute terms of this Lease in addition to those stated herein. In the event of a conflict or inconsistency between the terms of this Lease herein and the General Terms and Conditions, the terms of this Lease, as included herein, shall control.

6. Entire Agreement - Amendments: This Lease, together with the attached General Terms and Conditions and any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

7. Notices: Required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the post-mark time and date, or to such other place as may hereafter be designated by either party in writing:

If to **LESSOR**, to:



Lake Stevens Fire District 7
Attn: Mike Messers
825 South Lake Stevens Road
Lake Stevens, WA 98258

If to **SNO911**, to:

Snohomish County 911
Attn: Deputy Director, Wireless Technology
1121 SE Everett Mall Way, Suite 210
Everett, WA 98208

8. Compliance with all Laws and Regulations: SNO911's use of the Premises shall be contingent upon its obtaining all certificates, permits, zoning and other approvals which may be required by any federal, state or local authority. SNO911 shall erect, install, maintain and operate its Antenna Facilities in compliance with Site Standards, Conditions and Interference Mitigation Requirements, permits and approvals, laws and regulations, now in effect or which may become effective hereafter by any federal, state or local authority including, but not limited to, all laws and regulations relating to non-ionizing electromagnetic radiation (NIER), radio frequency emissions, other radiation, health and safety in connection with the use of the Antenna Facilities and Premises.

- 9. **Exhibits:** The following exhibits are attached hereto and incorporated herein by reference:
 - A. Legal Description, Area Map and Site Plans.
 - B. Equipment and Structures List.
 - C. General Terms and Conditions.

10. **Severability:** The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void, and such other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

SNO911
Snohomish County 911

LESSOR
Lake Stevens Fire District 7

By: SNO911 Executive Director

By: Fire Commission Chairman

Date:

Date:

APPROVED AS TO FORM ONLY:

By: SNO911 Attorney

By: Lake Stevens Fire District Attorney

Date:

Date:

STATE OF WASHINGTON)
): ss
COUNTY OF _____)

I certify that _____ signed this instrument, on oath stated that s/he was authorized as _____, to execute the instrument and acknowledged it on behalf of the Lake Stevens Fire District, to be the free and voluntary act of said interlocal non-profit corporation for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

(Printed name) in and for the State of Washington
residing at

My appointment expires _____

STATE OF WASHINGTON)
): ss
COUNTY OF _____)

I certify that _____ signed this instrument, on oath stated that s/he was authorized by the Board of Directors of Snohomish County 911, as its Board President, to execute the instrument and acknowledged it as to be the free and voluntary act of said interlocal non-profit corporation for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

(Printed name) in and for the State of Washington
residing at

My appointment expires _____

EXHIBIT A

A-1: LEGAL DESCRIPTION

The proposed facility is located at 13717 Division Street SE, Snohomish, WA. The legal description for the overall Lake Stevens Fire District property is as follows:

TAX PARCEL#: 29062100301800

PARCEL LEGAL DESCRIPTION

PARCEL A:

LOTS 1, 2 AND 3, BLOCK 1, PLAT OF MACHIAS, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 27, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1 OF THE PLAT OF MACHIAS;
 THENCE SOUTH 50°20' EAST 213.9 FEET ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 1 TO ITS INTERSECTION WITH THE WEST BOUNDARY LINE OF THE COUNTY ROAD;
 THENCE NORTH 69°40' EAST 174.9 FEET ALONG SAID COUNTY ROAD;
 THENCE NORTH 50°20' WEST 331.4 FEET;
 THENCE SOUTH 39°40' WEST 151.4 FEET TO THE INTERSECTION, WITH THE CENTER OF FLORENCE STREET AT ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE PLAT OF MACHIAS;
 THENCE SOUTH 50°20' EAST TO PLACE OF BEGINNING;
 EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 8907260021.

PARCEL C:

VACATED LOT 1 AND THE SOUTHEASTERLY 10 FEET OF VACATED LOT 2, BLOCK 5, PLAT OF MACHIAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 27, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

The description of the SNO911 lease area is as follows:

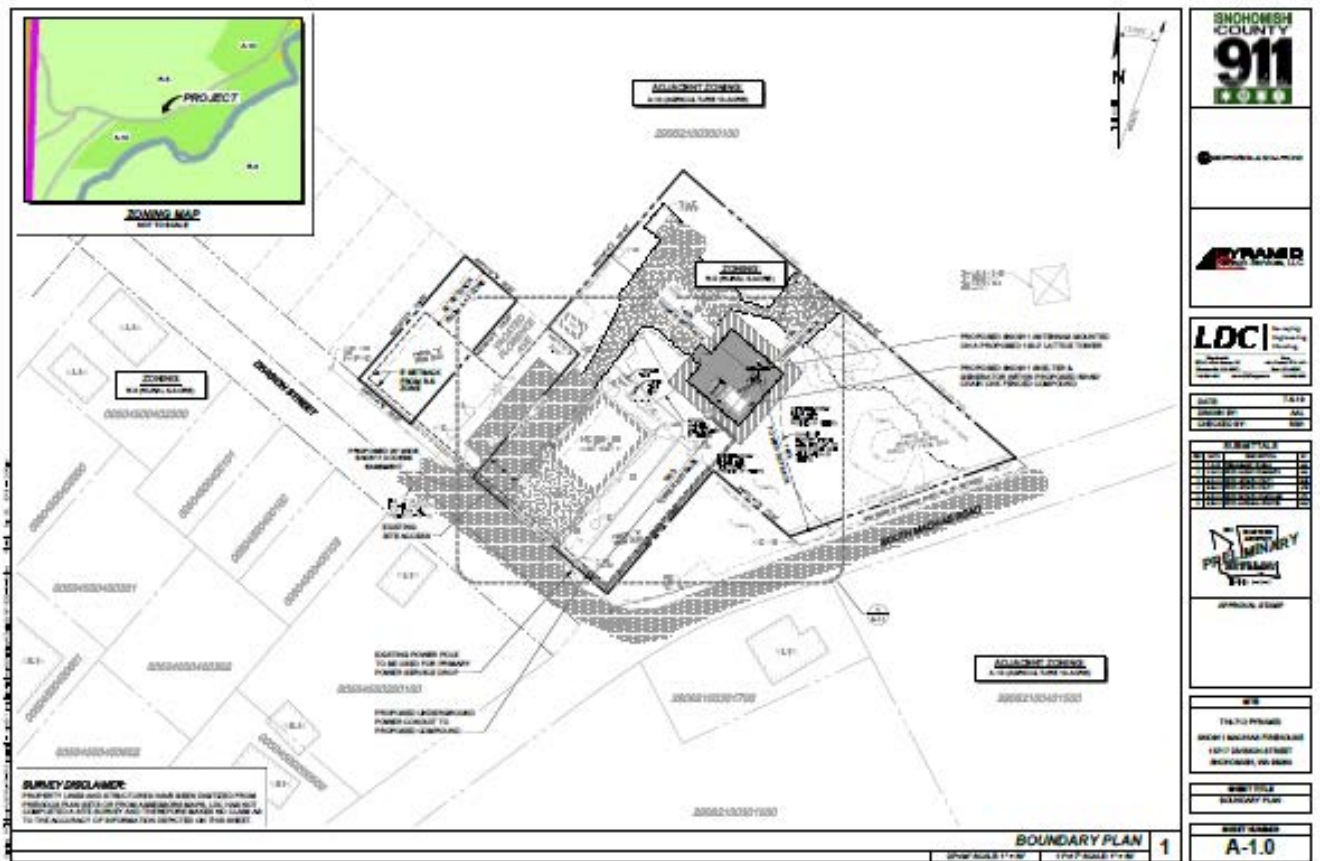
The attached sheets SV-1.0 and A-1.0 describe the SNO911 lease area. The SNO911 lease area is a square shaped lot approximately 50 foot by 50 foot in width.

EXHIBIT A

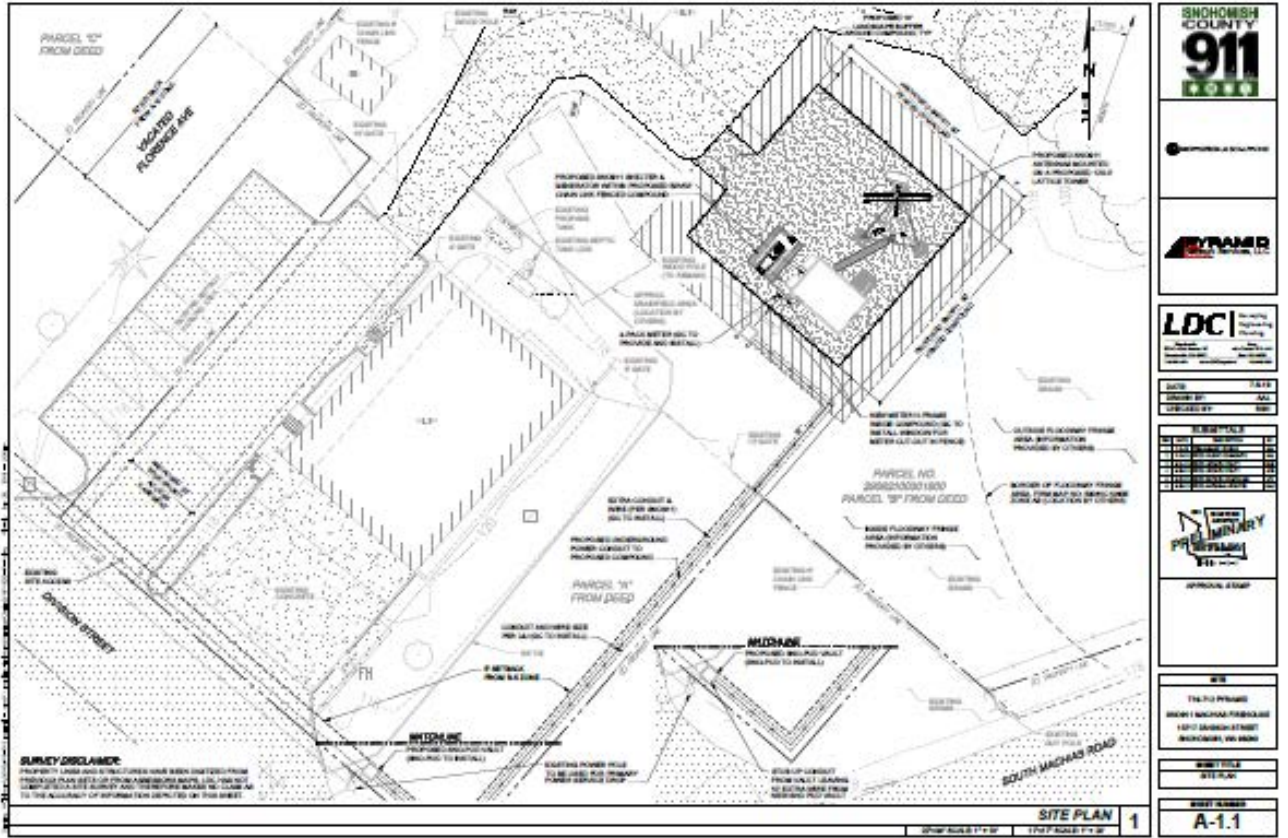
A-2: AREA MAPS AND SITE PLANS

The attached sheets labeled A-1.0, A-1.1, A-2.0, and A-3.0 are included to provide graphic illustration the lease area and site design.

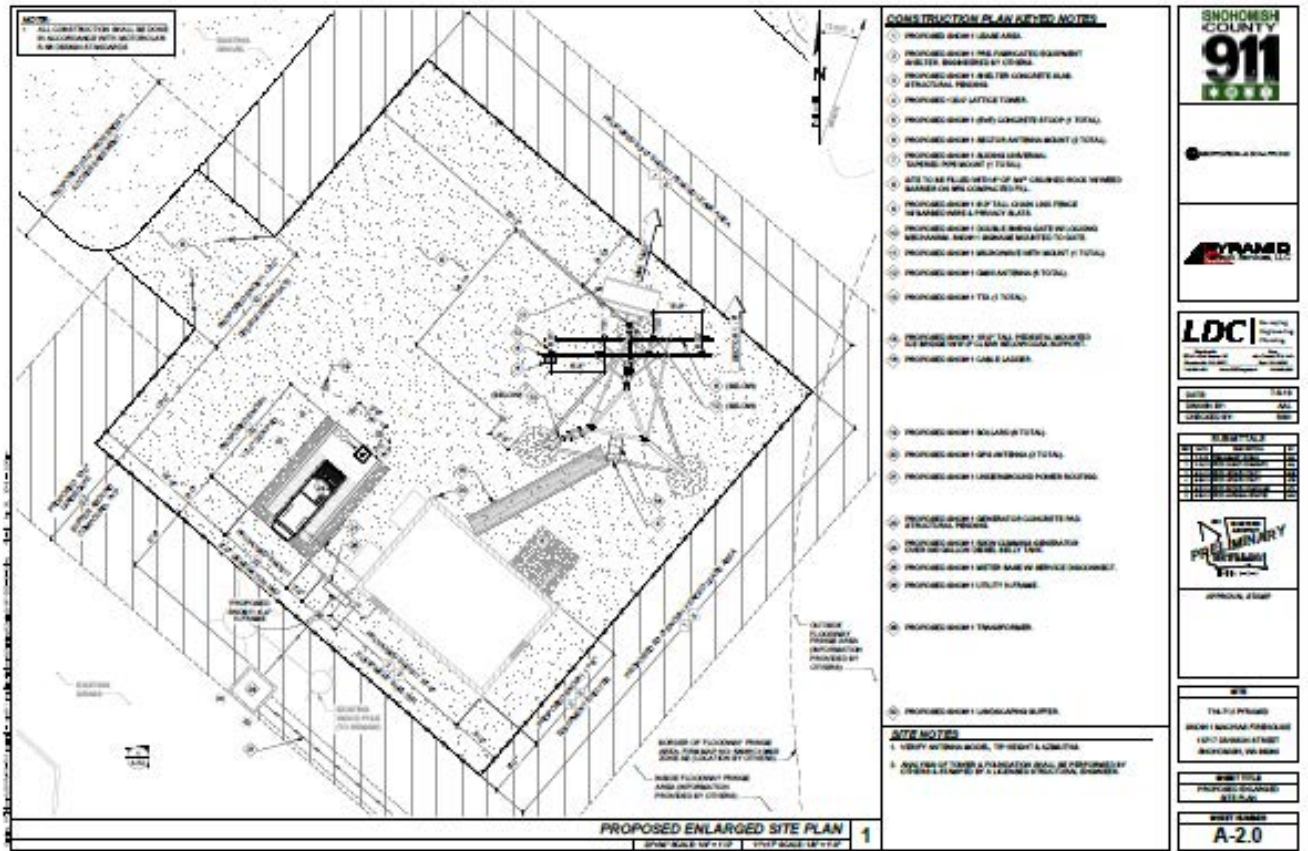
A-1.0 Site plan (Area Map).



A-1.1 Site Plan with power route shown.



A-2.0 Site plan.



A-3.0 Tower Drawing (Elevation).

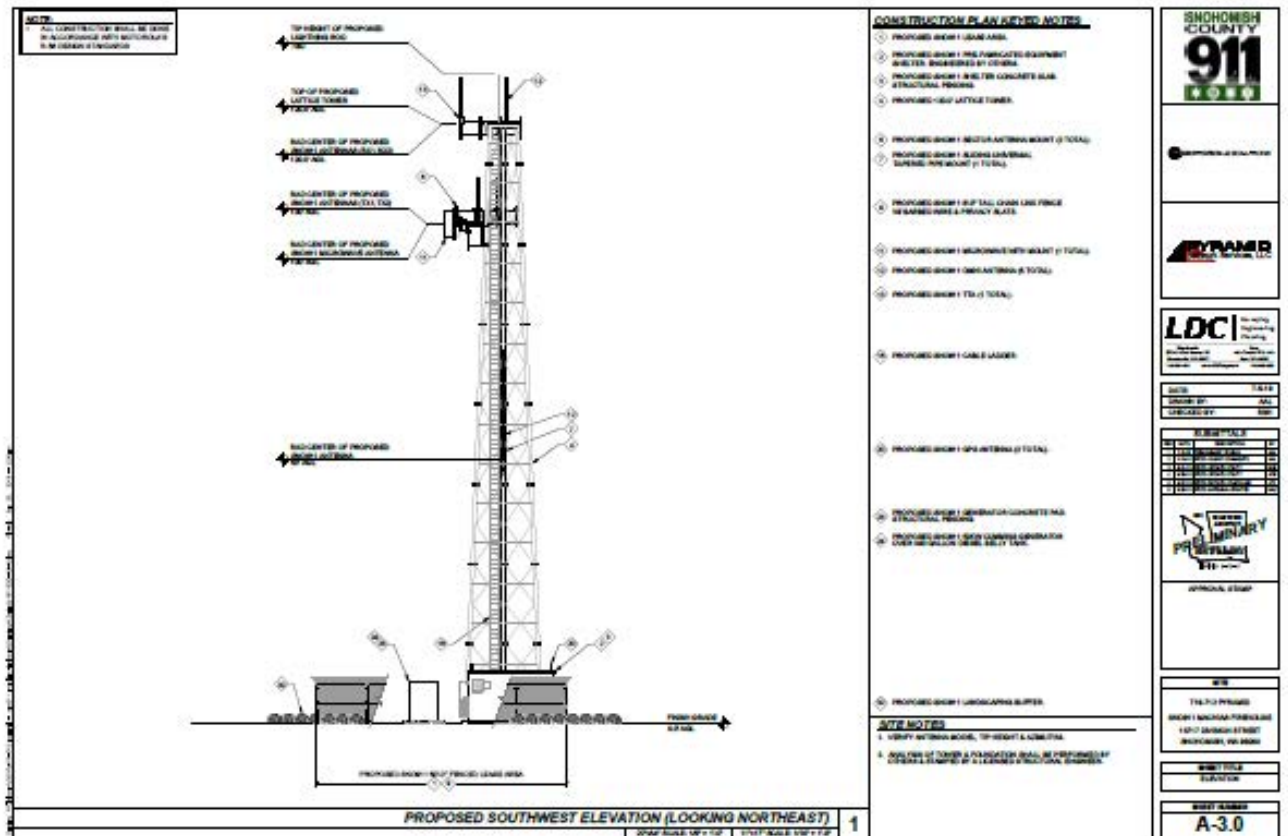


EXHIBIT B**EQUIPMENT AND STRUCTURES LIST**

Lessee will install a pre-fabricated concrete building and a 120' free-standing tower. A generator with fuel tank will be added to provide emergency power in the event of a loss of commercial power.

Drawings A-1.0, A-1.1, A-2.0 and A-3.0 provide site plan and elevations on drawings that illustrate the site plan with external improvements noted.

Lease#: _____

Site Name: Machias

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **License, Fees and Taxes:** Lessee shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by Lessee's use of the Premises.

2. **Late Payments:**

A. **Late Charges.** If any rent or additional rent is not received by Lessor from Lessee by the tenth (10th) day of the month, Lessee shall immediately pay Lessor a late charge equal to five percent (5%) of the amount of such rent. Should Lessee pay the late charge but fail to pay contemporaneously there with all unpaid amounts of rent or additional rent, Lessor's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to Lessor's nonpayment nor prevent Lessor from exercising all other rights and remedies available to Lessor under this Lease or under law.

B. **Interest.** In addition to all other charges, Lessee shall pay to Lessor interest at a rate of one percent (1%) per month or the maximum legal rate of interest, whichever is less, on any delinquent rent or additional rent not received by Lessor by the tenth (10th) day of the month that it is due.

3. **Lease Improvements:**

A. **Rights and Ownership.** Lessee shall have the right to install, maintain, repair and/or disconnect the Communication Facilities owned or controlled by it on the Premises, at its expense and in accordance with good engineering practices, all applicable laws and rules and the terms of this Lease. Lessee is not permitted to remove, modify, or disconnect any non-owned equipment. The Communication Facilities shall remain the property of Lessee during the term of the Lease and any extension or hold-over, and Lessee may remove or install all or a portion of the installed communications equipment without Lessor's consent. After the initial term, upon final termination of the Lease, any Communication Facilities remaining on the Premises shall become the property of the Lessor without compensation to Lessee. Lessor retains the right to require removal of the Communication Facilities pursuant to Section 19 (Surrender of Premises) of these General Terms and Conditions.

B. **Plans and Drawings.** Lessee's installation of all Communication Facilities shall be done according to plans approved by the Lessor. However, Lessor's approval of such plans shall not constitute a warranty of such plans or the assumption of any liability for such plans by Lessor. Within ninety (90) days after the commencement of this Lease and following construction of the proposed facilities, Lessee shall provide Lessor as-built drawings of the Communication Facilities, which show the actual location of all structures and improvements consistent with the plans approved by Lessor. Such drawings shall be accompanied by a complete and detailed inventory of all structures, equipment, personal property and Communication Facilities.

C. **Repair of Damage.** Any damage done to the Premises or other of Lessor's property or to other tenants' premises, equipment or property during installation, operation, maintenance, repair and/or disconnection of Lessee's Communication Facilities shall be repaired or replaced within thirty (30) days at Lessee's expense and to Lessor's sole satisfaction.

D. **Governmental and Non-Commercial Co-location.** Lessee shall design, construct and locate its Communication Facilities to reasonably allow for co-location of antenna facilities of other Governmental, Emergency Response and other Non-Commercial entities acceptable to the parties ("Governmental and Non-commercial entities") who are or may become tenants on the Premises. Lessee shall reasonably cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower or other property and in the radio equipment building or other ancillary support facility and all co-locating entities will be required to enter into a License Agreement with SNO911 for site access. Lessee shall be entitled to a Siting Fee to be paid by any new party - which may be waived by the SNO911 Board. The Siting Fee shall be determined by Lessee to reimburse Lessee for a portion of its capital costs for its Communication Facilities on which the co-locating user will be installing its equipment. Lessee shall consult with the Lessor when access is requested by a co-locator to determine if such co-location is acceptable to both parties and if rent shall be charged of the co-locator. In the event that Lessee and Lessor agree that rent shall be paid, Lessor shall determine the appropriate monthly rent to charge the co-locating user and shall be entitled to all such monthly rent. Lessee shall provide access based on an identifiable public benefit resulting from co-location within the Lessee's Communications Facility. Co-locators will share the cost of utilities such as electrical power, tower lighting, and tower and compound maintenance. Access to SNO911 facilities on the Premises will be approved by and controlled by SNO911; provided that SNO911 will not unreasonably withhold approval of a co-locator which Lessor requests to be allowed to site within Lessee's Communications Facility. Lessee will function as the technical manager for the communications facility. In recognition of the critical nature of the SNO911 installation, all Co-locators shall meet the same standards established for the Lessee in Exhibit C, and SNO911 will have responsibility for acting as the site technical manager. Co-locators will be required to provide engineering analysis for both structural and radio frequency (RF) effects caused by co-located equipment and facilities.

E. **Commercial Communications Service Provider Co-location.** Lessee shall design, construct and locate its Communication Facilities to reasonably allow for co-location of antenna facilities of other Commercial Communications Service Providers who are or may become tenants on the Premises. Lessee shall reasonably cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower, or other property and in the radio equipment building or other ancillary support facility and all co-locating entities will be required to enter into a License

Agreement with SNO911 for site access. Lessee shall be entitled to a Siting Fee to be paid by any approved co-locating user. The Siting Fee shall be determined by Lessee to reimburse Lessee for a portion of its capital costs for its Communication Facilities on which the co-locating user will be installing its equipment. Lessor shall determine the appropriate monthly rent to charge the co-locating user and shall be entitled to all such monthly rent. Co-locators will share the cost of utilities such as electrical power, tower lighting, and tower and compound maintenance. Access to SNO911 facilities on the Premises will be controlled by SNO911. Lessee will function as the technical manager for the communications facility. In recognition of the critical nature of the SNO911 installation, all Co-locators shall meet the same standards established for the Lessee in Exhibit C, and SNO911 will have responsibility for acting as the site technical manager. Co-locators will be required to provide engineering analysis for both structural and radio frequency (RF) effects caused by co-located equipment and facilities.

F. **Replacement Facilities.** Lessee may update or replace the Communication Facilities from time to time with the prior written approval of Lessor, provided that the replacement facilities are not greater in number or size than the existing facilities, is consistent with an update or replacement of a component of the System, and that any change in their location is approved in advance and in writing by Lessor. Lessor's approval of such updated or replaced Communication Facilities, however, shall not constitute a warranty of such Communication Facilities or the assumption of any liability for such Communication Facilities by Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval.

4. **Utilities:** Lessee shall pay or cause to be paid, when due, all costs, expenses, fees, services and charges of all kinds for its own heat, light, water, gas, sewer, power, emergency power, telephone or other utilities or services used, rendered or supplied to the Premises during the term of this Lease or any extension or hold-over so that the same shall not become a lien against the Premises. Meters or sub meters are required by Lessor to be installed at the sole cost and expense of Lessee. Any installation and/or improvement of utilities including, but not limited to, utility connections, any form of emergency or alternate power system and/or any route of such utilities installation to service the Premises shall be approved, in advance and in writing, by Lessor, and any such utility improvements and/or connections shall be completed at the sole cost and expense of Lessee. If an approved emergency power generator or alternate power system is installed on the Premises by Lessee, it shall conform to all fire prevention regulations of the fire department and any other governmental agency with jurisdiction. Lessor shall not be liable for any interruption of utility services or failure of emergency power or any damages or other losses resulting from such interruption or failure.

5. **Signs:** No advertising, including political signage, shall be permitted on the Premises except as required by law or regulation. Any signage shall be subject to the approval of Lessor; which such approval shall not be unreasonably withheld. Lessee may post its name, address and an emergency telephone number on a painted sign, provided the design, size and location is approved in writing and in advance by Lessor.

6. Maintenance:

A. Duties. Lessee shall, at its own expense, maintain the area immediately surrounding its facilities (i.e. building and tower) and that provides access, and keep all structures in good working order, condition and repair and in accordance with accepted industry standards of structures, technology and equipment. Lessee shall keep the Premises free of graffiti, debris and anything of a dangerous or toxic nature or which would create an unsafe or unsanitary condition or undue vibration, heat, noise or interference. To the extent there are co-located parties (i.e. other lessees using the communications facilities provided by SNO911), the general maintenance and repair expenses shall be pro-rated between the lessees. A lessee shall be solely responsible for repairs necessitated by only that lessee.

B. Failure to Maintain. If, after thirty (30) days' written notice from Lessor, Lessee fails to perform its responsibility to maintain or repair any part of the Premises or Communication Facilities, Lessor may, but shall not be obligated to, enter upon the Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to Lessor upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable no later than ten (10) days following written demand.

7. Radio Frequency Interference:

A. General Duty. Lessee's installation, operation, maintenance, repair and/or disconnection of its Communication Facilities shall not damage or interfere in any way, with Lessor's use of its property or related repair and maintenance or such activities of other tenants.

B. Interference by Lessee. Any interference caused by Lessee or by other tenants or communication providers affecting Lessee shall not result in liability to Lessor. Leases existing at the time of execution of this agreement shall be protected from harmful interference created by Lessee.

C. Interference with Lessee. Subject to Paragraphs A and B of this Section 7, Lessee shall provide Lessor with written notice if unreasonable interference with the quality of the communications service rendered by Lessee occurs. If such interference is not cured or mitigated by the offending third-party communication provider(s) at no expense to the Lessee or Lessor within six (6) hours of receipt of such notice, Lessor shall make reasonable efforts to cause such other provider(s) to immediately cease use of its facilities, or portion thereof, causing such interference until such time as the interference is cured. Should such interference present an immediate threat to the safety of SNO911 operations, Lessee may immediately take such action as is required to remedy such interference provided this does not cause a decrease in safety for the Lessor. Lessee shall have standing and Lessor consents to Lessee initiating legal action, if necessary, to enforce Lessee's rights for non-interference from subsequent co-locators.

D. Lessor's Reservation of Rights. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve its property.

8. Assignment or Sublease:

A. General Prohibition - Consent Required. Lessee shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, Lessor's consent may be withheld in Lessor's sole discretion for any assignment rights set forth in this section that are not directly related to the System as set forth herein. If Lessor gives its consent to any assignment, delegation, sublease or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without Lessor's consent.

B. Notice by Lessee - Production of Records. If Lessee desires to assign, delegate, sublease or transfer, or grant an option for assignment, delegation, sublease or transfer for, the whole or part of the Premises, or any portion of this Lease or any interest therein, Lessee shall notify Lessor in writing of said desire to assign, delegate, sublease, transfer or to grant an option and the details of the proposed agreement at least ninety (90) days prior to the proposed date of assignment, delegation, sublease, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublease, transfer or grant, a description of the expected terms of the assignment, delegation or sublease or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Lessee. Upon request by Lessor, Lessee shall provide:

1. a financial statement of the proposed assignee, delegatee, sublessee, transferee or grantee;
- ii. a copy of the assignment, delegation, sublease or other transfer or grant document;
- iii. an affidavit from the proposed assignee, delegatee, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease and understands all such terms and conditions, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease as if it were the original Lessee hereunder; and
- iv. any other documents or information requested by Lessor related to the assignment, delegation, sublease or other transfer or grant.

C. Approval by Lessor -- Fees. Lessor shall review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on the Lessee and not subject to arbitration. Lessor shall charge to Lessee a reasonable fee for administrative costs for the review and processing of any assignment, delegation, sublease or other transfer or grant.

D. Included Property. "Included Property" shall mean the leasehold improvements added by the Lessee and any non-removable fixtures purchased by the Lessee attached thereto that are transferred to the assignee or sublessee as part of the assignment, sublease or other transfer. The value of the included property shall be documented by appropriate appraisals, financial statements or other business records prepared by an independent and qualified source.

9. **Condition of Premises:** Lessor represents and warrants that, to the Lessor's knowledge, the Premise and site, prior to Lessee's access to and construction on, are free from any hazardous materials, as that term is defined herein.

10. **Indemnity and Hold Harmless:**

A. Lessee's Obligations. Pertaining to the Premises, Lessee's Use of Premises, this leasehold interest and the Communication Facilities, Lessee shall indemnify and hold harmless the Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's operations in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor. The Lessee's obligations under this Section 11 shall include, but are not limited to:

i. Defense and indemnification from such claims, whether or not they arise from Lessee's sole negligence, the concurrent negligence of both parties or the negligence or intentional acts of one or more third parties;

ii. Defense and indemnification from any claim arising from Lessor's authorization or approval of this Lease or the existence or operation of the Communication Facilities or Lessee's Use of Premises or any emissions therefrom, except to the extent that said claim arises from the installation and operation of equipment placed on the Premises by Lessor;

iii. The duty to promptly accept tender of defense and provide defense to Lessor at Lessee's own expense;

iv. Defense and indemnification from claims made by Lessee's own employees or agents; and

v. Waiver of Lessee's immunity, as respects the Lessor only, under the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify Lessor, which waiver has been mutually negotiated by the parties.

B. Attorney's Fees and Expenses. In the event it is necessary for Lessor to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.

C. Statutory Limitations. In the event it is determined that RCW 4.24.115 applies to this Lease, Lessee agrees to defend, hold harmless and indemnify Lessor to the maximum extent permitted thereunder. In such event, Lessee agrees to defend, indemnify and hold harmless Lessor for claims by Lessee's employees and agrees to waiver of its immunity under RCW Title 51 for the purpose of indemnity only, which waiver has been mutually negotiated by the parties.

D. Construction Defects. Lessor shall not be liable to Lessee for claims or damages arising from any latent defect in the construction or in the present condition of the Premises or Lessor's property, or for damage by storm, rain or leakage or any other natural occurrence.

11. Insurance:

A. The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. Lessee shall, as a minimum, obtain insurance of the types described below:

1. Commercial General Liability insurance coverage shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessor's coverage through its membership in Washington Cities Insurance Authority, a self-insured municipal risk pool, shall meet the liability insurance requirements. Lessee shall provide Lessor with an Evidence of Coverage Letter which documents the required insurance coverages.

2. Property insurance shall be written on an all risk basis.

C. Lessee shall maintain at least the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$3,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

D. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect Lessor. Any Insurance, self-insurance, or insurance pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Waiver of Subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by

property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

G. **Lessor's Property Insurance.** Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.

H. **Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions shall be declared to the Lessor.

I. **Change in Coverage.** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) days' prior written notice has been given to Lessor.

12. Hazardous Materials and Environmental Compliance:

A. **Definitions.** "Hazardous Materials" as used in this Lease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

i. In its use and occupancy of the Premises, the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Premises, Lessee's business or any activity or condition on or about the Premises ("the Environmental Laws"). The Lessee warrants that its business and all its activities to be conducted or performed in, on or about the Premises shall comply with all of the Environmental Laws. The lessee agrees to change, reduce or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

ii. The Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Premises. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Premises, or arising from the Lessee's use or occupancy of the Premises.

iv. The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this Section 13 within a reasonable time, the Lessor may do so; and in such case, the Lessee shall cooperate with the Lessor in order to prepare all documents the Lessor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and the Lessee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the Lessor's request. No such action by the Lessor and no attempt made by the Lessor to mitigate damages shall constitute a waiver of any of the Lessee's obligations under this Section 13.

v. Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this Lease at or from the Premises, or which arises at any time from the Lessee's use or occupancy of the Premises, then the Lessee shall, in a timely manner and at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Lessee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve such cleanup or remediation plans, the Lessor assumes no responsibility for such plans or their compliance with the Environmental Laws.

C. Indemnification.

i. The Lessee shall be fully and completely liable to the Lessor for any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Lessee's use, disposal, transportation,

generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Premises. The Lessee shall indemnify, defend and save the Lessor harmless from any and all of the costs, expenses, fees, penalties and charges assessed against or imposed upon the Lessor (as well as the Lessor's reasonable attorney's fees, costs and expenses) by any Authority as a result of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials or as a result of the Lessee's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws.

ii. The Lessee shall indemnify and hold the Lessor harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs proximately caused by the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Lessee or any of its agents, representatives or employees on or about the Premises.

D. Reporting Requirements. The Lessee shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the Lessor a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.

E. Right to Check on the Lessee's Environmental Compliance. The Lessor expressly reserves the right to conduct, and the Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Premises as the Lessor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. In the event the Lessee fails to comply with any of the provisions of this Section 13, the Lessor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Lessor:

i. At the Lessor's option, to terminate this Lease if Lessee fails to cure the default upon reasonable notice under the circumstances; and/or

ii. At the Lessor's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other property owned by Lessor affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the Lessor's costs and expenses in connection therewith; and/or

iii. To recover from the Lessee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other property owned by Lessor, loss of business and sales by Lessor and other of Lessor's lessees, diminution of value of the Premises and/or other property owned by Lessor, the loss of or restriction of useful space in or on the Premises and/or other property owned by Lessor, and any and all damages and claims asserted by third parties and the Lessor's attorney's fees, costs and expenses.

G. Remediation on Termination of Lease.

i. Upon the expiration or earlier termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Premises, and the Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Environmental Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve the Termination Cleanup process, the Lessor assumes no responsibility for it or its compliance with the Environmental Laws.

ii. If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the Lessor may elect to perform such Termination Cleanup after providing the Lessee with written notice of the Lessor's intent to commence Termination Cleanup and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the Lessor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the Lessor performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the Lessor's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 13 shall survive the expiration or earlier termination of this Lease.

13. Liens: Lessee acknowledges that Lessor may not, and shall not, be subject to claims or liens for labor or materials and shall keep the Premises and any other property of Lessor free of any liens for any providers of work, labor, material or services claiming by, through or under lessee. Lessee shall indemnify, defend and hold Lessor harmless from and against any such claims or liens, and Lessor's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by Lessee within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to Lessor.

14. Non-Discrimination: Lessor and Lessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Lease. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington and Titles VI and VII of the Civil Rights Act of 1964.

15. Condemnation:

A. Notice. Lessor and Lessee shall immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation action or intent of any authority to exercise the power of eminent domain.

B. Permanent Taking. If all or a portion of the Premises is taken by any lawful

authority under or pursuant to the power of eminent domain during the term of this Lease or any extension or hold-over, Lessee may elect to terminate this Lease as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, the rent shall be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. Lessee shall have no claim or interest in or to any award of just compensation except that the Lessee shall be entitled to an amount equal to the fair market value of the Lessee's interest in any improvements made to the Premises by Lessee which are taken by the condemnor.

C. Temporary Taking. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the use and, consequently, would cause the Premises to be untenable for the use by Lessee as set forth in this Lease, Lessee or Lessor may elect to terminate this Lease. Said termination shall occur as of the date the condemnor takes possession. If neither Lessee nor Lessor elects to terminate this Lease, Lessee shall be entitled to receive any award from the condemnor for the use of all or a portion of the Premises, except that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event, Lessee shall not be entitled to any portion of the award attributable to said use.

D. Prohibition. It is understood and agreed that Lessee shall not be a party to any negotiation or proceedings wherein Lessor claims compensation other than which is defined statutorily as constituting "just compensation."

16. Quiet Enjoyment: Subject to the provisions of Section 7(A), Lessor warrants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease or any extension or hold-over thereof, without interference or disturbance, direct or indirect, by Lessor or any person having title paramount to Lessor's title or by any person claiming under Lessor, provided that Lessor reserves the right, without any duty to do so, to inspect the Premises at any and all reasonable times throughout the term of this Lease or any extension or hold-over to determine whether Lessee is in compliance with the terms and conditions of this Lease.

17. Early Termination: This Section 18 is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. Government Approvals: This Lease is contingent upon Lessee obtaining all necessary governmental approvals, certificates, permits or licenses which Lessee deems necessary. In the event that any of Lessee's applications for said approvals, certificates, permits or licenses should be finally rejected or any approval, certificate, permit or license issued to Lessee canceled or otherwise withdrawn or terminated by a governmental authority so that Lessee will be unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease, upon thirty (30) days' prior written notice to Lessor.

B. Damage or Destruction: In the event that the Premises or Lessee's Communication

Facilities or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Communication Facilities for Lessee's telecommunication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor.

C. Lessee's Insolvency: Lessor may terminate this Lease upon Lessee's insolvency if Lessee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Lessee.

D. Lessee's Breach:

i. Lessor may terminate this Lease upon thirty (30) days' prior written notice to Lessee if Lessee fails to pay rent or additional rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10) day of the month that it is due.

ii. Lessor may terminate this Lease if Lessee breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Lessor or such longer period, up to sixty (60) days, as may be reasonably required, within Lessor's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Lessee.

E. Termination Process: Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

F. Nonexclusive Remedy: Termination under this Section 18 shall be in addition to and not in limitation of any other remedy of Lessor at law or in equity. Termination shall not release Lessee from any liability or obligation with respect to any matter occurring prior to such termination.

G. Additional Grounds For Termination. Notwithstanding any language herein, the Lessor shall be entitled to terminate this Lease: (1) Upon the Lessee's use of the Premises for a use other than the uses allowed in this Lease; or, (2) Upon Lessee's non-use of the Premises for a period of 180 consecutive days after the conclusion of initial construction; provided, however, that any non-use due to damage or destruction to the Premises shall not be considered non-use for this purpose as long as Lessee is making diligent efforts to repair the Premises for continued use.

H. No Relocation Assistance Required. In the event that the Lessor has grounds to and terminates this Lease upon the terms and conditions set forth herein, Lessee shall not be entitled to any relocation assistance as provided in the Uniform Relocation and Real Property Acquisition Regulations.

18. Surrender of Premises:

A. Duties. At the end of the term of this Lease or any extension or hold-over thereof or other termination of this Lease, Lessee shall peaceably deliver up to Lessor possession of the Premises in the same condition as received, except for ordinary wear and tear. Upon Lessor's request, Lessee, at Lessee's expense, shall remove the Communication Facilities. Such removal

shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises or on Lessor's property. If, however, Lessor requests that improvements and structures remain in place, Lessee may remove all installed and Lessee-owned and/or operated equipment, and, Lessee is not permitted to remove, modify, or disconnect any non-owned equipment, or any portion of the installed tower, building and power systems (regardless of ownership) that supports remaining, active non-SNO911 equipment. Title to the affected improvements shall thereupon transfer to the Lessor, and the same shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise maintain or remove the same.

B. **Costs and Expenses.** All costs and expenses for removal of the Communication Facilities and restoration of the Premises shall be borne by the Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

19. Holding-Over: If Lessee holds over after the expiration of the term of this Lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms of this Lease, as applicable. Acceptance by Lessor of rent after such expiration or early termination shall not result in a renewal of this Lease nor affect Lessor's right of re-entry or any rights of Lessor herein or as otherwise provided by law or equity. If Lessee fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Lessor, Lessee shall pay two (2) times the rent herein, but in no event shall it be less than two (2) times the Lessee's then current market rate, specified (prorated on a monthly basis), interest, attorney's fees and costs and shall indemnify and hold Lessor harmless from all loss or liability including, but not limited to, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender.

20. Agents, Successors and Assigns: All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, agents and assigns of Lessor and Lessee.

21. No Presumption Against Drafter: Lessor and Lessee understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

22. Non-waiver: The failure of either the Lessor or Lessee to insist upon strict performance of any of the terms of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

23. Cumulative Remedies: No provision of this Lease shall preclude Lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.

24. Survivability: The provisions of Sections 11 (Indemnity and Hold Harmless) and 13 (Hazardous Materials and Environmental Compliance) of these General Terms and Conditions shall survive the expiration, hold-over or earlier termination of this Lease for any event occurring prior to

or on the date of such expiration, hold-over or termination.

25. Captions: The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.

26. Venue and Choice of Law: This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Lease shall be in the county in which the Premises are located.

27. Authority to Contract: Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

28. No Third Party Rights: Except as expressly defined in the contractual documents between the parties, it is understood that this Agreement, including the Communications Site Lease and all Exhibits, is solely for the benefit of the parties hereto and gives or creates no rights to any other party.

2018-1755

**FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILL CREEK
AND SNOHOMISH COUNTY FIRE DISTRICT NO. 7**

1.0 Parties

This Fire and Emergency Medical Services Agreement ("Fire Services Agreement" or "FSA") is entered into and effective on the date set forth below between Snohomish County Fire District No. 7, a Washington special purpose district ("District" or "FPD") and the City Of Mill Creek, a Washington municipal corporation ("City" or "Mill Creek"). The District and City are each a Party to this Agreement and collectively the Parties referenced herein.

2.0 Definitions

2.1 The following terms have the indicated meanings. Additional terms are defined in the Agreement.

"City" or "Mill Creek" means the City of Mill Creek.

"City Manager" means the Mill Creek City Manager or her/his designee.

"District" or "FPD" means Snohomish County Fire Protection District No. 7 (or its successor).

"Fire Chief" means the Fire Chief for Snohomish County Fire Protection District No. 7 or his/her designee.

"Fire Services Agreement" or "FSA" means this Fire and Emergency Medical Services Agreement.

"Fire Station" or "Station 76" means the fire station and structure (with fixtures) on land located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 (as of January 1, 2017).

"Police Chief" means the Chief of Police for the City of Mill Creek.

"International Fire Code" or "IFC" ^(as adopted by the City)

3.0 Recitals

3.1 This Agreement is entered into by the District pursuant to the authority granted in RCW Title 52, RCW 52.12.031, and RCW Chapter 39.34. The City enters into this Agreement pursuant to the authority granted by Title 35A, RCW 35A.11.040, and RCW Chapter 39.34.

3.2 The District and City have determined that all fire suppression and emergency medical services required by law and as described in this Agreement (collectively, "Fire Services")

may be provided more effectively, efficiently and economically through a single fire agency. The District has served as the fire agency for the City since 1983 and possesses the necessary resources, expertise, personnel and other attributes needed to properly provide comprehensive Fire Services to the City. The District agrees to continue to provide and maintain comprehensive Fire Services under this Agreement at the level of service and performance defined in Section 6 (Performance Standards and Level of Service).

3.3 The District and City have further determined that this Agreement is in the best interests of both Parties because it will enhance the certainty of receiving comprehensive Fire Services for the City, enable the long term cost and efficiency of supplying such services by the District, and will carry out the growing demand for effective, regionalized government, all for the benefit of the City's and District's residents.

3.4 In addition, this Agreement will enable the City to participate in decisions concerning the Fire Services provided by the District, enabling the City to fulfill responsibilities to ensure that adequate fire services are provided to the City and its residents.

3.5 The purpose of this Agreement is to designate the District as the fire agency responsible for providing comprehensive Fire Services for the City on a "partnership" basis and to set forth the terms, conditions, and scope of the Fire Services to be provided.

THEREFORE, TO CARRY OUT the purposes of this Agreement and in consideration of the mutual benefits to be received by each Party, the receipt and sufficiency of which is acknowledged, the Parties agree as follow:

4.0 Information and Coordination

4.1 In the performance of this Agreement the District and the City shall communicate regularly through the Fire Chief and City Manager, respectively, who may assign designees as appropriate.

4.2 The District understands that in the conduct of its ordinary business (strategic planning, comprehensive planning, long term capital planning, budget preparation, and the like), it produces information that the City has a need for. Thus, the District will fully cooperate and provide timely responses to City requests for such information.

5.0 Fire Services

5.1 Description of Fire Services. The District shall continue to provide the following comprehensive Fire Services within the boundaries of the City at the same level as currently provided, including any areas that may be annexed to the City during the term of this Agreement, all of which services shall collectively be designated as Fire Services:

- 5.1.1 Fire Suppression Services
- 5.1.2 Emergency Medical Services (EMS)
- 5.1.3 Fire and Injury Prevention Education Services
- 5.1.4 Inspection Services

- 5.1.5 Application Review Services
- 5.1.6 Fire Investigation Services
- 5.1.7 Staff Support Services

The District shall fully cooperate and provide these Fire Services as a condition of this Agreement except that the City shall bear all legal costs associated with the enforcement of the IFC and/or criminal prosecution within the City limits and the District participates therein without cost to the City.

5.2 Fire Suppression and EMS Services. Fire suppression and emergency medical services shall be provided in the City as set forth in this Agreement. In the event of simultaneous fire or medical aid calls within the City and the District whereby the resources of the District are taxed beyond its ability to render equal protection, the District shall determine how to allocate the resources of the District to best meet the needs of the combined area served. The District assumes no liability for failure to provide such services by reason of any circumstances beyond its control.

5.3 Fire and Injury Prevention Education Services. Fire and injury prevention education services shall be provided on the same basis and at the same level in both jurisdictions. These services shall include but not be limited to programs in schools, public or private groups, and public CPR programs.

5.4 Inspection Services. The District shall appoint a qualified representative to conduct fire prevention and inspection programs for the purpose of mitigating hazards or other concerns, and as required by and relating to the application of and compliance with the City's adopted codes. This representative will work collaboratively with the City to ensure proper and timely evaluation and application of such codes.

5.5 Permit and Development Application Review Services. The District shall appoint a qualified representative to attend meetings and/or review pre-application, permitting and development documents where fire protection and life safety issues are pertinent and where related improvements may be required as a condition of development approval or use permits issued by the City. The representative will work collaboratively with the City and shall respond in a timely manner to development/permit application requests.

5.6 Fire Investigation Services. The District shall appoint a qualified representative to provide for fire investigation services to the City for all fires within the City. Such services shall be coordinated with the Police Chief as necessary or requested. All investigation and related information and reports shall be forwarded to the City's Police Chief and Building Official. Criminal investigations shall be coordinated with the Police Chief.

5.7 Staff Support Services. The District and the City shall cooperate to provide consolidated staff support in the application of this Agreement. The Fire Chief will attend City staff and Council meetings as requested. The City Manager will attend Board of Fire Commissioner meetings as requested.

6.0 Performance Standards and Level of Service

6.1 Fire Station Staffing and Calls. Under the compensation set forth in this Agreement, staffing for the Mill Creek Fire station shall consist of 5 personnel, 1 of whom shall be a paramedic. 3 staff shall be assigned to the Fire Apparatus, and 2 staff shall be assigned to the EMS Unit.

6.2 Response Time. The District shall maintain an average response time of less than seven and one half minutes for all emergency and EMS calls within the City of Mill Creek for the duration of this Agreement. Average response time shall be calculated by summing the time between when the alarm is dispatched to the arrival of the first responding unit(s) on the scene for all of the fire and EMS calls for a given period of time, and dividing that sum by the total number of calls in the defined period. The City and the District shall use a variety of defined time periods to ensure accurate calculations. In addition, the District shall prepare quarterly and twelve month reports of the District's annual and average response times for all fire and EMS calls within the City. The District will identify all calls that do not meet the performance standards set forth herein.

7.0 Fire Services Compensation; Allocation of Funding

7.1 Fire Services Funding. Each Party shall pay its respective share of the District's total actual annual expenditures necessary to provide Fire Services for the term of this Agreement. The City's share of such expenditures has been calculated and is due in the fixed annual amounts and allocations set forth in Section 7.2 below. The District is responsible for all other expenditures (if any) needed to provide Fire Services and/or fulfill the terms of this Agreement except as may otherwise be provided herein.

7.2 City's Annual Payment for Fire Services. The City shall pay the following annual amounts ("Annual Payment") to the District as total compensation for the District's annual provision of Fire Services and performance of this Agreement:

Assessment Year	Total Annual Payment
2017	\$3,630,156
2018	\$3,720,909
2019	\$3,930,745
2020	\$4,029,014
2021	\$4,129,740
2022	\$4,336,227

The City shall pay its Annual Payment to the District in equal quarterly installments due on March 31, June 30, September 30, and December 31 of each year.

7.3 Allocation of Other Funding and Expenditures; Boundary Changes.

7.3.1 Transport Fees. The District shall retain all transport fees it collects in connection with this Agreement commencing January 1, 2017. For purposes of this section, transport fees mean funds paid to the District as a consequence of or as reimbursement for transportation of individuals to other care facilities.

7.3.2 Dispatch Costs and Transition. The District shall pay or be responsible for all dispatching fees and costs incurred in connection with this Agreement commencing January 1, 2018. Any change in the dispatch provider shall require advance written approval of the City, which will not be unreasonably withheld, and which must be coordinated with the City's police dispatching services. Dispatch costs contemplated under this Section 7.3.2 exclude costs associated with the purchase, acquisition and installation of a new Snohomish County Emergency Radio System. To the extent any new emergency radio system is not funded by an equitable countywide funding source, the Parties agree to reopen this FSA pursuant to Section 13.3.

7.3.3 Annexation. In the event the City increases its area by way of annexation, the Annual Payment due from the City for each post-annexation year shall be increased to account for any annexed properties located within any fire district's taxing jurisdiction. The Annual Payment increase shall be the amount necessary to match the levy amount the District would collect from the annexed properties as if such properties were within the taxing jurisdiction of the District.

8.0 Financial Matters

8.1 Accounting Standards. The Parties shall follow statutory requirements relating to municipal and fire protection district accounting standards, including the BARS Manual as established by the Washington State Auditor's Office.

8.2 Audit. The City may, at its expense and upon not less than 30 days advance written notice, audit the District's books and records related to this Agreement.

9.0 Control of Personnel and Equipment

9.1 Authority of the Fire Chief. The Fire Chief shall have full and complete authority and responsibility to control the personnel and equipment falling within the scope of this Agreement, including but not limited to the assignment of personnel and the location and use of all equipment owned by the District and the City. Each Party agrees that its equipment may be used in aid of the other. The Fire Chief shall have full authority and responsibility to determine how any conflicting demands for equipment and personnel shall be met.

9.2 Status of the Fire Chief. The Fire Chief shall be employed by the District and shall answer directly to the Board of Fire Commissioners. Upon appointment of the Fire Chief as designated Fire Chief for the City, he may act under the Mill Creek Municipal Code with full authority for enforcement of the International Fire Code and emergency fire operations within the City.

10.0 Ownership of Property and Equipment

10.1 General Ownership. Except as otherwise set forth in this Section 10, all property, facilities, vehicles and equipment of either Party that is independently owned on the effective date of this Agreement, or independently acquired during the term of this Agreement, shall remain the property of that Party.

10.2 Capital Expenditure Information. The District shall annually provide the City with a beginning-year estimate of the District's capital expenditures for the Fire Station for such year and an end-of-year reconciliation with actual capital expenditures. Capital expenditures in this context includes all (i) transfers to the equipment replacement fund, (ii) items having a useful life of at least 5 years and a minimum cost of \$5,000 dollars, (iii) outlays financed by long term debt, and (iv) expenditures on other capital assets such as land, buildings, and major improvements or renovation thereof.

10.3 Review of Capital Facility Needs. Not later than the commencement of the 5th year of the Agreement term (i.e., on or before January 1, 2021), the Parties shall meet to discuss capital facility needs arising under this Agreement. Such discussions and any decisions thereon will be handled outside this Agreement.

10.4 Mill Creek Fire Station

10.4.1 Identification and Use of Fire Station. The Parties have previously established, equipped, maintained and operated a fully equipped fire station on property within the corporate boundaries of Mill Creek, located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 ("Fire Station"). Unless agreed otherwise by the Parties, during the term of this Agreement, the Fire Station shall be used exclusively by the District for the purposes of this Agreement.

10.4.2 Ownership of Fire Station During Agreement: As a convenience to the Parties, the District and City shall retain joint ownership of the Fire Station until this Agreement terminates or expires or until the requirements of Section 10.4.6 are triggered, whichever occurs first.

10.4.3 Maintenance and Operational Upgrades to Fire Station. The District shall be responsible for routine maintenance of and operational upgrades to the Fire Station. In the event operational upgrades or changes to the Fire Station are desired or deemed necessary by the District, the District shall provide advance written notice to the City for review thereof and the Parties shall consult as appropriate. The City will not unreasonably withhold approval of such operational upgrades. Unless agreed otherwise, the District shall be responsible for funding and performing all operational upgrades, including the District's planned changes to separate the sleeping quarters into individual rooms. Expenses under this Section 10.4.3 will not change the Parties' respective ownership interest in the Fire Station.

10.4.4 Capital Upgrades to Fire Station. In the event the District wishes to expand the footprint/size of the Fire Station, the District shall provide advance written notice to the

City for review and the Parties shall confer and agree in advance as to the scope of work and effect of such work on the Parties' then-current equity and ownership interests in the Fire Station, and shall make any adjustments needed in accordance with Sections 7 and 10. In general, the Parties' respective ownership and/or equity interest in the Fire Station will be modified to account for the cost of the expansion such that the value of the Fire Station shall be increased in an amount equal to the actual cost incurred by the District to expand/increase the footprint of the Fire Station, and the District shall be credited with additional ownership interest in the Fire Station. Example 1: If the expansion cost to the District is \$500,000, then the District's equity interest in the Fire Station will be increased by that amount, and the City's equity interest will not change. Example 2: If the City and District share equally the cost of a \$500,000 upgrade, each Party's equity interest in the Fire Station will be increased in the amount of \$250,000.

10.4.5 City's Right to Ownership of the Fire Station. The Parties agree and acknowledge that all prerequisites necessary for the City to initiate and obtain sole ownership of the Fire Station have been met and that transfer to the City of sole title to the Fire Station is a contractual obligation of the District at the time and on the terms set forth in Section 10. At such time as the District no longer provides Fire Services to the City, or as mutually agreed, the City shall have the right to purchase the Fire Station from the Fire District for the applicable purchase price determined under Section 10 ("Purchase Price"). Payment of the Purchase Price may be made at the City's option in a lump sum or in equal payments over 20 years.

10.4.6 When Title Transfer is Required. The District shall convey to the City fee simple title for the Fire Station upon any of the following: (i) termination or expiration of this Agreement for any reason; or (ii) if the District ceases providing Fire Services to the City, whether or not within the term of this Agreement. The Parties shall cooperate to perform the necessary steps to complete the transfer of ownership from the District to the City.

10.4.7 Stated Purchase Price. The Parties have previously agreed to "freeze" the purchase price and equity as set forth in the 2012 amendment to the original 1996 Fire Service Contract. If the Purchase Price is not otherwise adjusted as provided under Section 10, the original purchase price for the Fire Station would be the difference between \$1,838,543 and the City's equity in the Fire Station of \$678,148, or \$1,160,395.

10.4.8 Adjusted Purchase Price. If the equity of either Party in the Fire Station changes due to Capital Upgrades to the Fire Station described in Section 10.4.4, or for other reasons as mutually agreed by the Parties, then the Purchase Price shall be adjusted to reflect those then-current amounts. See examples in Section 10.4.4.

10.4.9 Closing and Title Transfer. Contemporaneously with execution of this Agreement, the Parties shall execute the closing memorandum attached at Exhibit 1 ("Closing Memorandum") describing the closing procedure, closing deliveries of the Parties (e.g., warranty deed, bill of sale, Purchase Price, etc.), and closing date. The closing date shall be the first date an event listed in Section 10.4.6 occurs. On the closing date, the City shall pay to the District the Purchase Price in accordance with Section 10 and the District shall execute and deliver to the City

*within 15 days of Notice of Termination
under 10.4.6,*

for recording a warranty deed conveying fee simple title for the Fire Station to the City. The Parties may amend or alter the Closing Memorandum as they mutually agree.

10.4.10 Transfer of Fire Station Personnel. In the event the District no longer operates the Fire Station, the City shall give consideration to hiring District personnel for that purpose, but shall not be obligated to do so except as provided by applicable law.

10.4.11 Transfer of Fire Station Equipment. At such time as the City exercises its right to purchase the Fire Station from the Fire District under the terms of this Agreement, the City shall have the first right of refusal to purchase fire and EMS apparatus needed to continue the full operation of the Fire Station. The purchase price of said apparatus shall be the fair market value. In the event of any remaining lease cost on such apparatus, the purchase price shall be the lease cost.

10.4.12 Transition. At such time as the District no longer provides emergency services to the City, or as mutually agreed, the Fire District agrees it will fully cooperate in the transition of the Fire Services to minimize disruption and ensure the public safety.

11.0 Allocation of Liability; Indemnification

11.1 The City and the District, for themselves, their officers, elected and appointed officials, employees and agents (collectively, for purposes of this Section 11, the City and District, respectively), shall each at all times be solely responsible for all acts, omissions and all failures to act of their own personnel when such acts, omissions or failures occur or arise from the performance of said personnel's duties and responsibilities, including duties and responsibilities taken pursuant to or under this Agreement.

11.2 The City and the District agree to save, hold harmless and indemnify the other from all cost, expense, loss, liability and/or damage, including without limitation bodily injury or damage to property or the cost of defense or reasonable attorneys fees, which may be incurred in connection with or as a result of any act, omission or failure to act specified in Section 9.1.

12.0 Insurance

12.1 General. The District shall procure and maintain for the duration of this Agreement property and liability insurance coverage for all District and jointly-owned facilities (including the Mill Creek Fire Station), apparatus and equipment with the limits and coverages stated in its Portfolio of Coverages ("Portfolio") existing as of October 10, 2017. The District shall provide certificates of insurance, with copies of pertinent endorsements thereof attached to the certificates, naming the City an additional insured and loss payee on the Portfolio coverages to the full extent of the City's interests. The Portfolio shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Portfolio shall be primary insurance with respect to the City and the City's coverage shall be noncontributory. The City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. In

the event of a default by the District in providing the insurance set forth above, the City may procure any such insurance and deduct the cost thereof from its next quarterly Annual Payment installment.

12.2 Mutual Waiver of Claims. The District and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the Mill Creek Fire Station or other jointly owned equipment which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

13.0 Effective Date, Duration and Reopener

13.1 Effective Date and Original Term. This Agreement shall be effective on January 1, 2017, and shall continue through December 31, 2022. The Anniversary Date of the Original Term or any Renewal Term under this Agreement shall be December 31st of each year.

13.2 Renewal Terms. Unless this Agreement is terminated as provided herein, upon expiration of the Original Term and each year thereafter, this Agreement shall automatically renew for successive one (1) year Renewal Terms on the same terms and conditions set forth herein, except the Annual Payment shall be increased by the lesser of CPI-W as published in June of the previous year or the District's actual labor cost increase for the Renewal Term.

13.3 Reopener. This Agreement may be reopened if an event occurs that increases the District's responsibilities or obligations under this Agreement as it relates to performance, in which case the impact of those events as they affect the District's ability to meet the existing performance standards shall be negotiated by the Parties.

14.0 Termination and Winding Up

14.1 General. This Agreement may terminate or be terminated as set forth in this Section. Under any termination, the provisions of Sections 10, 14.8, 14.9 and 14.10 shall be triggered.

14.2 During Original Term. This Agreement may be terminated upon the end of the Original Term if either the City or District provide the other Party written notice on or before January 2, 2021 of its intent not to renew the Agreement.

14.3 During Renewal Term. This Agreement may be terminated during any Renewal Term only by written notice from the Party desiring to terminate the Agreement. Such notice shall be given not later than January 2nd preceding the Anniversary Date, established as December 31st of each year, which Anniversary Date shall also be the termination date.

14.4 Termination by Annexation. If the City annexes into the District during the term of this Agreement, then this Agreement shall be terminated at such time the annexation is certified by the Snohomish County Auditor.

14.5 Termination by Joinder in Regional Fire Authority.

14.5.1 In the event the City and District both join the same Regional Fire Authority ("RFA") at the same time, this Agreement shall automatically terminate upon the effective date of such occurrence; provided that if there is any gap in providing Fire Services by the RFA to the City, the District will continue to provide Fire Services until the RFA assumes such responsibility.

14.5.2 If the District joins an RFA and the City does not, this Agreement shall remain in full force and effect and shall be binding on any successor of the District, including the RFA.

14.5.3 If the City joins an RFA and the District does not, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.5.4 If the City and District join different RFAs, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.6 Continuation of Services Following District Merger. In the event the District merges with another fire district, this Agreement shall remain in full force and effect and shall be binding on any successor of the District.

14.7 Termination by Dissolution. In the event the District dissolves, such dissolution shall not cancel any outstanding obligations of the District under this Agreement, and the City shall also be entitled to recover for any expectation damages incurred as a result of the dissolution through levies that are collected by Snohomish County pursuant to RCW 52.10.010.

14.8 Notice. A Party planning or expecting a termination to occur under Section 14.4 through 14.7 shall give the other Party not less than 120 days prior written notice thereof, and may give more notice if feasible.

14.9 Disposition of Equipment and Property. In the event of any termination of this Agreement, the equipment and property ownership and allocation provisions of Section 10 shall apply.

14.10 Resolution of Monetary Obligations; Revenue Allocation. The Parties intend that the City's payment to the District for Fire Services will end on the applicable termination date as provided for herein. To the extent tax revenues are altered or changed as a consequence of any termination, the Parties shall cooperate to allocate such revenues to the Party entitled thereto, with the intent that such allocation be fair to each Party in the winding up of this Agreement and establishment of such changed revenue stream. In the event the Parties are unable to agree

regarding the allocation of such revenues, the dispute resolution provisions of Section 15.6 shall apply.

15.0 General Terms and Conditions

15.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

15.2 Integration; Modification. This Agreement represents the entire agreement between the Parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on a Party unless executed in writing by authorized representatives of the Party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

15.3 Notices. All notices, requests, 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 given at the time of delivery if personally delivered, on the day of receipt if sent by overnight delivery carrier (e.g., UPS or FedEx), or on the day of mailing if sent certified mail, return receipt requested and addressed to the Party at its address as stated below or at such address as a Party may thereafter designate at any time in writing pursuant to this Section 15.3.

City Address: City of Mill Creek
Attn: City Manager
15728 Main Street
Mill Creek, Washington 98012

District Address: Fire District No. 7
Attn: Fire Chief
163 Village Court
Monroe, Washington 98272

15.4 Authority. By and through their signatures below, each Party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization, provided that any defect in such performance or authorization shall not release that Party from its obligations under this Agreement.

15.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the District and the City. This Agreement shall confer no benefits, direct, indirect or implied, on or to any third persons, and no third persons shall claim any such benefits.

15.6 Dispute Resolution. In the event of a dispute relating to the interpretation or application or performance of this Agreement, the Parties agree to meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute

remains unresolved twenty (20) days after such meeting, the Parties may jointly seek to initiate mediation or may individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate. If the Parties agree to mediation, they shall select a professional mediator located in Everett or Seattle agreeable to both Parties and endeavor to complete the mediation within twenty (20) days of such selection. Each Party shall pay one-half the mediation fee and bear their own costs and attorneys fees. If the mediation is not successful, either Party may apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

15.7 Venue; Attorneys Fees. The venue for any legal action arising under or in connection with this Agreement shall be in the Superior Court for Snohomish County. The prevailing party in any judicial dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable attorney fees against the nonprevailing party.

15.8 Effective Date. This Agreement is effective as of January 1, 2017

WHEREFORE, the Parties enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

FIRE PROTECTION DISTRICT NO. 7

Roy Waugh 2/27/18
Roy Waugh Date
FPD No. 7 Board Member

Randy Fay 2-27-18
Randy Fay Date
FPD No. 7 Board Member

Bill Snyder 2-27-18
Bill Snyder Date
FPD No. 7 Board Member

Leslie Jo Wells Date
FPD No. 7 Board Member

Jeff Schaub 2/27/18
Jeff Schaub Date
FPD No. 7 Board Member

Randy Woolery 2-27-18
Randy Woolery Date
FPD No. 7 Board Member

APPROVED AS TO FORM:
Cogdill Nichols Rein Wartelle Andrews

Mitch Cogdill
Mitch Cogdill, District Attorney

CITY OF MILL CREEK

Rebecca C. Polizzotto 2/28/2018
Rebecca C. Polizzotto Date
City Manager

ATTEST
Gina Pfister 2/28/18
Gina Pfister Date
Acting City Clerk

APPROVED AS TO FORM
Office of the City Attorney

Scott M. Missall
Scott M. Missall, City Attorney

Exhibit 1
to
2017-2022 Mill Creek – FPD7
Fire Services Agreement

Closing Memorandum

[see attached]

**CLOSING MEMORANDUM FOR
PURCHASE AND SALE OF MILL CREEK FIRE STATION
PURSUANT TO 2017 FIRE SERVICES AGREEMENT**

1. Parties

This Closing Memorandum and Agreement (**Closing Memorandum**) is entered into as of this _____ day of _____, ____ (**Execution Date**) by and between the City of Mill Creek, a Washington municipal corporation (**City**), and Snohomish County Fire Protection District No. 7, a Washington special purpose district (**District**). The City and District are each a Party, and collectively the Parties, to this Closing Memorandum.

2. Background

2.1 The City and District entered into and are the parties to the Joint Long Term Fire Services and Emergency Medical Agreement, dated October 1996, as amended by a letter of understanding dated as of August 17, 1999; by a Memorandum of Understanding dated December 19, 2006; by an Adjustment to the City of Mill Creek Annual Assessment and Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated December 19, 2006; by an Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated October 12, 2011; and by a Third Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated July 12, 2012 (collectively the **1996 Fire Services Agreement**). The 1996 Fire Services Agreement authorizes the transfer of ownership of the Mill Creek Fire Station, including certain equipment, rolling stock, and related real and personal property (collectively the **Mill Creek Fire Station** or **Station**) from the District to the City upon timely notices and for subsequent payment of consideration.

2.2 On December 22, 2016, the City gave timely notice to the District of the City's exercise of its right to acquire ownership of the Mill Creek Fire Station pursuant to Section 8.3.3 of the 1996 Fire Services Agreement. On June 13, 2017, the District gave timely notice to the City of the District's termination of the 1996 Fire Services Agreement effective as of January 1, 2018.

2.3 Effective January 1, 2017, the City and District entered into a new 6-year fire services agreement (**2017 Fire Services Agreement** or **2017 FSA**), to which this Closing Memorandum comprises **Exhibit 1**. Under Section 10.4 of the 2017 FSA, the Parties acknowledge the foregoing recitals and have established the timing and steps that will complete the transfer of ownership of the Mill Creek Fire Station from the District to the City (collectively the **Transaction**). The Transaction includes *inter alia* the execution of this Closing Memorandum at the time described in Section 10.4 of the 2017 FSA and completion of the other steps comprising the Transaction.

2.4 The property, vehicles, facilities and equipment presently used by the District to maintain and operate the Mill Creek Fire Station and to be included in the Transaction are as specified in Section 10.4 of the 2017 Fire Services Agreement.

2.5 An event having occurred under the 2017 Fire Services Agreement triggering the execution of this Closing Memorandum, the Parties now wish to complete the Transaction pursuant to the terms set forth herein (**Closing**).

2.6 The capitalized terms used in this Closing Memorandum, unless defined herein, shall have the meaning ascribed to such to such terms in the 2017 Fire Services Agreement.

3. Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits set forth herein, the receipt and sufficiency of which are acknowledged, the Parties memorialize the final actions necessary to consummate the Transaction and enter into the following agreements as part and parcel thereof:

3.1 Predicate Closing Conditions Completed. The Parties acknowledge that all of the predicate conditions for Transfer of ownership of the Mill Creek Fire Station from the District to the City have been satisfied or waived. The following closing conditions comprise the agreed final steps for completion of title transfer and the Transaction.

3.2 Title Report and Policy. The District shall provide to the City an owner's extended coverage title policy for the Mill Creek Fire Station, with coverage in the amount of the purchase price set forth below and containing conditions and encumbrances acceptable to the City. The District shall deliver a preliminary title commitment not less than 30 days following the execution date of this Closing Memorandum, and a title policy pro forma not less than 30 days before Closing. The Parties shall share equally the cost of the title documents required under this section.

3.3 Environmental Report and Remediation. The City shall promptly perform an environmental investigation of the Mill Creek Fire Station and advise the District of any conditions, deficiencies, and/or required remediation related thereto. Each Party shall be responsible for its own acts or omissions with regard to environmental issues, and any liability therefor shall be apportioned in accordance with applicable state and federal law. Notwithstanding the forgoing, the Parties may agree to defer such action and/or enter into any contractual or indemnification arrangements they deem suitable to resolve such issues.

3.4 Payment for Mill Creek Fire Station. The Parties acknowledge and agree that the purchase price for the Mill Creek Fire Station, and credits for City equity in the Station, is set forth in Section 10.4 of the 2017 Fire Services Agreement, as they may be modified by and in conformance with the terms of Section 10.4 over the term of the 2017 FSA. The final purchase price balance shall be paid by the City to the District in equal annual payments over twenty (20) years, without interest. Each annual payment will be due on or before each anniversary of the Closing Date. The City may prepay all or any portion of the balance of the purchase price at any time without penalty.

3.5 Payment for Rolling Stock (if any). The Parties acknowledge and agree that rolling stock, such as fire trucks, pumper trucks, and EMS vehicles, may be acquired by the City contemporaneously with acquisition of the Mill Creek Fire Station pursuant to and in conformance with the terms of Section 10.4.

3.6 Closing Deliveries of the Parties. As of the Closing Date, the Parties agree and warrant that they shall have made deliveries to each other of the fully executed documents required by the Transaction, specified in the 2017 Fire Services Agreement, and as otherwise necessary to complete Closing. The documents and requirements minimally necessary to complete Closing include the following in the form reflected at the indicated Attachment:

- 3.6.1 Payment of the Purchase Price for the Station.
- 3.6.2 Statutory Warranty Deed to the Station (**Attachment 1**).
- 3.6.3 Excise Tax Affidavit (**Attachment 2**).
- 3.6.4 Bill of Sale for Station Equipment (**Attachment 3**).
- 3.6.5 Title Policy as described in Section 3.2 (not attached).
- 3.6.6 Notice of Environmental Status of Station as described in Section 3.3 (not attached).
- 3.6.7 Bill of Sale and transfer of Washington title registration to any rolling stock included in the Transaction (not attached).
- 3.6.8 Closing Statement (**Attachment 4**).

4. Closing Date. The Closing Date shall be the date sixty days after the event triggering the execution of this Closing Memorandum under the 2017 FSA. The Parties acknowledge and agree that the Closing deliveries and payments will have been duly made as of, and that Closing has occurred on, the Closing Date.

5. Miscellaneous. This Closing Memorandum is the entire agreement between the Parties governing the Transaction. This Closing Memorandum shall be treated as evidence of Closing pursuant to and in conformity with the 2017 Fire Services Agreement. This Closing Memorandum may be executed in counterparts, each of which shall be deemed to be an original hereof, and all of which shall constitute one and the same document. Each Party warrants that it has taken all necessary steps to approve the Transaction and Closing Memorandum, and authorize the signatories below to execute and implement the Closing Memorandum on behalf of said Party.

IN WITNESS WHEREOF, the Parties have executed this Closing Memorandum as of the Closing Date.

<p>THE CITY OF MILL CREEK</p> <p>By: _____ _____, City Manager</p> <p>ATTEST:</p> <p>By: _____ _____, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ _____, City Attorney</p>	<p>SNOHOMISH COUNTY FIRE DISTRICT NO. 7</p> <p>By: _____ Roy Waugh, Chairman</p> <p>By: _____ Bill Snyder, Vice-Chair</p> <p>By: _____ Randy Fay, Commissioner</p> <p>By: _____ Leslie Jo Wells, Commissioner</p> <p>By: _____ Jeff Schaub, Commissioner</p> <p>By: _____ Randy Woolery, Commissioner</p> <p>ATTEST:</p> <p>By: _____ Jamie Silva, Secretary to the Board</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Mitch Cogdill, Counsel to District</p>

Attachment 1

Statutory Warranty Deed

Attachment 2

Excise Tax Affidavit

Attachment 3

Bill of Sale

Attachment 4
Closing Statement



DEPARTMENT OF HEALTH & HUMAN SERVICES

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under



DEPARTMENT OF HEALTH & HUMAN SERVICES

this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.

- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a possible or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local



DEPARTMENT OF HEALTH & HUMAN SERVICES

legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects



DEPARTMENT OF HEALTH & HUMAN SERVICES

any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.



DEPARTMENT OF HEALTH & HUMAN SERVICES

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited

Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from



DEPARTMENT OF HEALTH & HUMAN SERVICES

lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or



DEPARTMENT OF HEALTH & HUMAN SERVICES

to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions



DEPARTMENT OF HEALTH & HUMAN SERVICES

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

- We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.



DEPARTMENT OF HEALTH & HUMAN SERVICES

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot

Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted

January 2,

2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

NEW BUSINESS - ACTION

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

EXECUTIVE SESSION