



COMMISSIONER BOARD MEETING

SEPTEMBER 8, 2022

5:30 PM

SRFR STATION 31 TRAINING ROOM

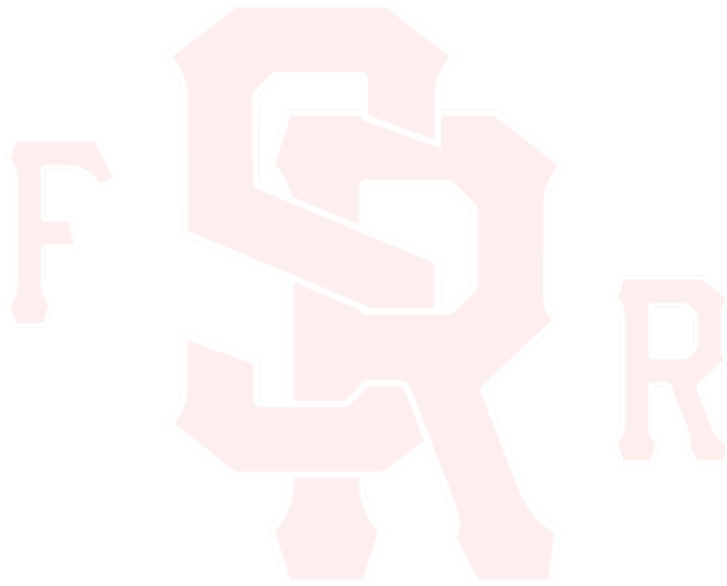
VIA BLUEJEANS

SNOHOMISH REGIONAL FIRE & RESCUE

WASHINGTON



AGENDA





**BOARD OF FIRE COMMISSIONERS MEETING AGENDA
SNOHOMISH REGIONAL FIRE & RESCUE**

SRFR Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272
September 8, 2022 1730 hours

CALL TO ORDER

PUBLIC COMMENT

UNION COMMENT

CHIEF'S REPORT

COMMISSIONER REPORTS

Meeting	Chair	Last Mtg.	Next Mtg.	Reporting
Capital Facilities	Steinruck	8/23	9/27	No
Finance	Elmore	8/25	9/29	No
Ad Hoc Post-Retirement Medical	Elmore			
Citizen's Advisory	TBD			
Sno911	Waugh	8/18	9/15	No
Sno Isle Commissioners	Fay	9/1	10/6	Yes
Other				

CONSENT AGENDA

Approve Vouchers

AP Vouchers: 22-03256 to 22-03360; (\$190,681.78)

Approval of Payroll

August 31, 2022 (\$1,184,429.37)

Approval of Minutes

Approve Regular Board Meeting Minutes – August 25, 2022

OLD BUSINESS

Discussion

**Action**

Resolution 2022-06 Sole Source Vehicle for Training division
Rescue Boat Replacement (Sole Source)
Sno911 Radio Tower Station 83 Update

NEW BUSINESS**Discussion**

Resolution 2022-07 Petty Cash Account Transition
Generator for station 71
Resolution 2022-08 Surplus of Equipment
Finance Committee Meeting Date Change to 9/29/2022

Action

Station 83 Flood Hazard Survey

GOOD OF THE ORDER**ATTENDANCE CHECK**

Regular Commissioner Meeting September 22, 2022, at 1730 - Station 31 Training Room/BlueJeans

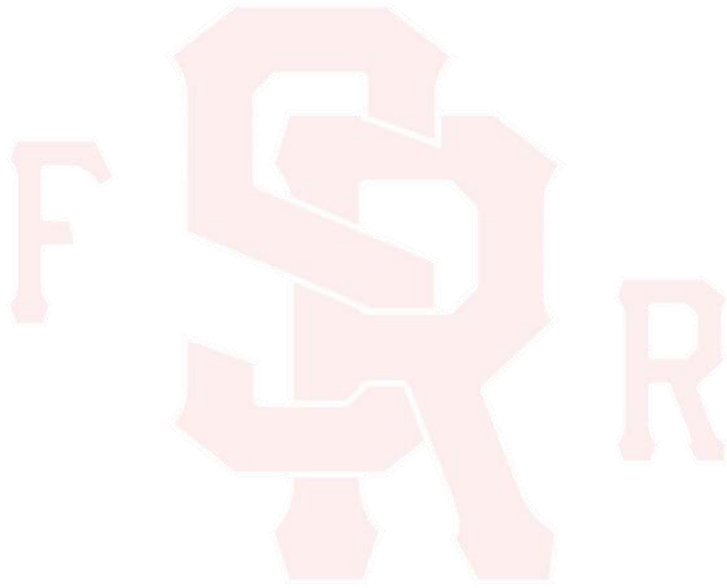
EXECUTIVE SESSION

RCW 42.30.110(1)(g): To review the performance of a public employee.

ADJOURNMENT



CHIEF'S REPORT





COMMISSIONER REPORTS





CONSENT AGENDA





Snohomish Regional Fire & Rescue, WA

Docket of Claims Register

APPKT01072 - 09/08/2022 Board Meeting - KP

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount	Distribution Amount
1503	ALLSTREAM BUSINESS US, INC	18740753	Phone/Fax/Alarm Services - ST 71, 74,	Invoice	09/01/2022	Phone/Fax/Alarm Services - ST 71, 74,	001-513-522-50-42-01	324.79	324.79
1503	ALLSTREAM BUSINESS US, INC	18738185	Phone/Fax/Alarm Services - ST 31	Invoice	09/01/2022	Phone/Fax/Alarm Services - ST 31	001-513-522-50-42-01	225.86	225.86
1503	ALLSTREAM BUSINESS US, INC	18748409	Phone/Fax/Alarm Services - ST 32	Invoice	09/03/2022	Phone/Fax/Alarm Services - ST 32	001-513-522-50-42-01	115.21	115.21
0040	ARAMARK UNIFORM SERVICES	6560062279	Shop Supplies/Uniform Rental/Laundry	Invoice	09/01/2022	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04	79.28	79.28
		6560062280	Shop Towels, Floor Mat & Mop Supply	Invoice	09/01/2022	Shop Towels, Floor Mat & Mop Supply	001-507-522-50-41-00	31.93	31.93
0058	BICKFORD MOTORS INC.	1227055	Shop Parts	Invoice	08/02/2022	Shop Parts	050-511-522-60-34-01	11.38	11.38
		1227141	Shop Parts	Invoice	08/04/2022	Shop Parts	050-511-522-60-34-01	203.72	203.72
		1227206	Shop Parts	Invoice	08/04/2022	Shop Parts	050-511-522-60-34-01	146.54	146.54
		1227219	Shop Parts	Invoice	08/04/2022	Shop Parts	050-511-522-60-34-01	9.10	9.10
		1227408	Shop Parts	Invoice	08/08/2022	Shop Parts	050-511-522-60-34-01	27.90	27.90
		1227632	Shop Parts	Invoice	08/10/2022	Shop Parts	050-511-522-60-34-01	83.56	83.56
		1227646	Shop Parts	Invoice	08/10/2022	Shop Parts	050-511-522-60-34-01	162.42	162.42
		1227721	Shop Parts	Invoice	08/11/2022	Shop Parts	050-511-522-60-34-01	217.36	217.36
		1228123	Shop Parts	Invoice	08/16/2022	Shop Parts	050-511-522-60-34-01	228.80	228.80
		1228175	Shop Parts	Invoice	08/17/2022	Shop Parts	050-511-522-60-34-01	1,236.59	1,236.59
		1228499	Shop Parts	Invoice	08/22/2022	Shop Parts	050-511-522-60-34-01	23.18	23.18
		1228583	Shop Parts	Invoice	08/23/2022	Shop Parts	050-511-522-60-34-01	23.18	23.18
		CM1226122	Shop Parts	Credit Memo	07/26/2022	Shop Parts	050-511-522-60-34-01	-32.82	-32.82
2152	BK INDUSTRIES & SOLUTIONS INC	1188	Janitorial Monthly Services - DCYF,Adr	Invoice	09/01/2022	Janitorial Monthly Services - Admin Su	001-507-522-50-41-00	889.35	889.35
						Janitorial Monthly Services - DCYF	300-507-522-50-41-00	1,989.73	1,989.73
0068	BRAD TALLEY	AUG2022	EMS Servcs Contract: Medical Supervis	Invoice	09/01/2022	EMS Servcs Contract: Medical Supervis	001-509-522-20-41-02	4,000.00	4,000.00
0073	BRAUN NORTHWEST INC	33466	Shop Parts	Invoice	08/19/2022	Shop Parts	050-511-522-60-34-01	58.97	58.97

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APPKT01072 - 09/08/2022 Board Meeting - KP

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
							Distribution Amount
0096	CENTRAL WELDING SUPPLY RN08222197	22-03264 Oxygen Cylinder Rental (Inventory)	Invoice	08/31/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	691.18 233.12
	RN08222198	Oxygen Cylinder Rental (Inventory)	Invoice	08/31/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	178.21
	RN08222199	Oxygen Cylinder Rental (Inventory)	Invoice	08/31/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	169.46
	SP 887013	Oxygen Cylinder Exchange/Re-Fill (x9)	Invoice	08/31/2022	Oxygen Cylinder Exchange/Re-Fill (x9)	001-509-522-20-45-00	110.39
0112	CLEARFLY COMMUNICATIONS INV448983	22-03265 Phone/Fax Services - Admin Bldg, ST 3	Invoice	09/01/2022	Phone/Fax Services - Admin Bldg, ST 3	001-513-522-50-42-01	778.93 778.93
0126	COMCAST ST72-SEPOCT22	22-03266 Internet Services - ST 72	Invoice	08/27/2022	Internet Services - ST 72	001-513-522-50-42-01	151.71 151.71
0126	COMCAST ST32-SEPOCT22	22-03267 Internet Services - ST 32	Invoice	08/25/2022	Internet Services - ST 32	001-513-522-50-42-01	151.73 151.73
0126	COMCAST ST77-SEPOCT22	22-03268 Internet Services - ST 77	Invoice	08/26/2022	Internet Services - ST 77	001-513-522-50-42-01	151.95 151.95
0126	COMCAST ST73-SEPOCT22	22-03269 Internet Services - ST 73	Invoice	09/04/2022	Internet Services - ST 73	001-513-522-50-42-01	151.71 151.71
0126	COMCAST ST31-SEPOCT22	22-03270 Internet Services - ST 31	Invoice	08/27/2022	Internet Services - ST 31	001-513-522-50-42-01	156.73 156.73
0126	COMCAST ST76-SEPOCT22	22-03271 Internet Services - ST 76	Invoice	08/27/2022	Internet Services - ST 76	001-513-522-50-42-01	151.97 151.97
0136	COURIERWEST 6990	22-03272 Mail Courier Monthly Service (July)	Invoice	07/01/2022	Mail Courier Monthly Service (July)	001-502-522-10-41-01	4,592.96 2,360.96
	7062	Mail Courier Monthly Service (August)	Invoice	08/01/2022	Mail Courier Monthly Service (August)	001-502-522-10-41-01	2,232.00
1956	DICK'S TOWING, INC. 18225517	22-03273 Shop Parts	Invoice	08/07/2022	Shop Parts	050-511-522-60-34-01	445.10 445.10
1600	DIRECTV, LLC 050747001X220902	22-03274 Cable/TV Services - ST 33	Invoice	09/02/2022	Cable/TV Services - ST 33	001-513-522-50-42-01	110.23 110.23
0167	DUO-SAFETY LADDER CORPORAT 485615-000	22-03275 Shop Parts	Invoice	08/05/2022	Shop Parts	050-511-522-60-34-01	172.76 172.76
0176	ELITE LOCK & SAFE 39651	22-03276 Shop Parts	Invoice	08/09/2022	Shop Parts	050-511-522-60-34-01	36.65 36.65
0222	FREIGHTLINER NORTHWEST PC304007105;01	22-03277 Shop Parts	Invoice	07/27/2022	Shop Parts	050-511-522-60-34-01	1,074.57 931.58
	PC304007235;01	Shop Parts	Invoice	08/02/2022	Shop Parts	050-511-522-60-34-01	55.21
	PC304007735;01	Shop Parts	Invoice	08/23/2022	Shop Parts	050-511-522-60-34-01	87.78
1571	GENERAL FIRE APPARATUS 15277	22-03278 Shop Parts	Invoice	08/16/2022	Shop Parts	050-511-522-60-34-01	180.39 180.39

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0260	HUGHES FIRE EQUIPMENT	22-03279					125.79
	580568	Shop Parts	Invoice	08/08/2022	Shop Parts	050-511-522-60-34-01	29.46
	580651	Shop Parts	Invoice	08/10/2022	Shop Parts	050-511-522-60-34-01	33.96
	580972	Shop Parts	Invoice	08/17/2022	Shop Parts	050-511-522-60-34-01	62.37
0276	IRON MOUNTAIN INC	22-03280					635.01
	202596834	OffSite Server Data Storage Services (N	Invoice	08/31/2022	OffSite Server Data Storage Services (N	001-513-522-10-41-04	635.01
0277	ISOUTSOURCE	22-03281					15,026.87
	CW270698	IT Services	Invoice	08/31/2022	IT Services	001-513-522-10-41-04	15,026.87
1631	KAMAN FLUID POWER LLC	22-03282					55.44
	L95684-001	Shop Parts	Invoice	08/22/2022	Shop Parts	050-511-522-60-34-01	55.44
0313	KENT D. BRUCE CO., LLC	22-03283					83.73
	11827	Shop Parts	Invoice	07/26/2022	Shop Parts	050-511-522-60-34-01	83.73
0349	L.N. CURTIS & SONS	22-03284					1,121.08
	INV623590	Structural Bunker Boots (x2)	Invoice	08/17/2022	Structural Bunker Boots (x2)	303-504-522-20-35-04	1,121.08
1954	LAKE STEVENS ATHLETIC CLUB	22-03285					109.00
	52921	Monthly Gym Membership (Septembe	Invoice	09/01/2022	Monthly Gym Membership (Septembe	001-510-522-20-49-00	109.00
1879	LAKE STEVENS SEWER DISTRICT	22-03286					198.00
	ST82-SEP22	Sewer - ST 82 (Account 3655.01)	Invoice	09/01/2022	Sewer - ST 82	001-507-522-50-47-02	198.00
1879	LAKE STEVENS SEWER DISTRICT	22-03287					99.00
	ST81-SEP22	Sewer - ST 81 (Account 6681.01)	Invoice	09/01/2022	Sewer - ST 81	001-507-522-50-47-02	99.00
1596	LEMAY MOBILE SHREDDING	22-03288					140.25
	4761772S185	OnSite Mobile Shredding Services - ST	Invoice	09/01/2022	OnSite Mobile Shredding Services - ST	001-502-522-10-41-01	46.75
	4761773S185	OnSite Mobile Shredding Services - Ad	Invoice	09/01/2022	OnSite Mobile Shredding Services - Ad	001-502-522-10-41-01	46.75
	4761774S185	OnSite Mobile Shredding Services - ST	Invoice	09/01/2022	OnSite Mobile Shredding Services - ST	001-502-522-10-41-01	46.75
1613	MELISSA JENKINS	22-03289					110.00
	INV08346	Uniform Reimbursement (Work Boots)	Invoice	09/01/2022	Uniform Reimbursement (Work Boots)	001-504-522-20-31-07	110.00
0379	MOBILE HEALTH RESOURCES	22-03290					1,442.10
	06072345	Monthly EMS Patient Experience Surve	Invoice	08/31/2022	Monthly EMS Patient Experience Surve	001-509-522-20-49-02	1,442.10
1932	NC MACHINERY CO	22-03291					287.70
	MNCR1642426	Shop Parts	Credit Memo	05/14/2020	Shop Parts	050-511-522-60-34-01	-275.01
	MNCS1787390	Shop Parts	Invoice	01/21/2021	Shop Parts	050-511-522-60-34-01	24.12
	MNCS1998318	Shop Parts	Invoice	01/28/2022	Shop Parts	050-511-522-60-34-01	33.56
	MNCS2030651	Shop Parts	Invoice	03/18/2022	Shop Parts	050-511-522-60-34-01	49.48
	MNCS2030652	Shop Parts	Invoice	03/18/2022	Shop Parts	050-511-522-60-34-01	9.96
	MNWO2131637	Shop Parts	Invoice	08/29/2022	Shop Parts	050-511-522-60-34-01	445.59
0416	NORTH SOUND HOSE & FITTING	22-03292					122.52
	N045164	Shop Parts	Invoice	08/29/2022	Shop Parts	050-511-522-60-34-01	122.52

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2011	NORTHWEST FIBER, LLC	22-03293					167.47
	ADMIN-AUGSEP22	Fire Alarm Phone Lines/Connection - A	Invoice	08/28/2022	Fire Alarm Phone Lines/Connection - A	001-513-522-50-42-01	167.47
2011	NORTHWEST FIBER, LLC	22-03294					1,175.24
	NB-AUGSEP22	Phone Services - ST 81, 82, 83	Invoice	08/16/2022	Phone Services - ST 81, 82, 83	001-513-522-50-42-01	1,175.24
0185	OPERATIVE IQ	22-03295					2,324.39
	47244	Operative IQ License/Maintenance Fee	Invoice	09/01/2022	Fleet Mgmt Licenses/Sandbox Maint	001-513-522-10-49-04	763.81
					Operative IQ Inventory/Asset Mngmnt	001-509-522-20-49-02	1,450.68
					RFID Data Service License Fee	001-513-522-10-49-04	109.90
0451	PACIFIC POWER BATTERIES	22-03296					866.29
	17137565	Shop Parts	Invoice	08/18/2022	Shop Parts	050-511-522-60-34-01	866.29
0466	PETROCARD, INC.	22-03297					1,844.86
	C980012	OnSite Mobile Fueling Service - ST 71,	Invoice	08/31/2022	OnSite Mobile Fueling Service - ST 71,	001-504-522-20-32-00	922.43
						001-509-522-20-32-00	922.43
0308	PROPERTY MAINTENANCE COM/	22-03298					820.50
	M-953VW 093022.1	Property Management Monthly Servic	Invoice	09/01/2022	Property Management Monthly Servic	001-507-522-50-41-00	123.08
						300-507-522-50-41-00	697.42
0483	PUGET SOUND ENERGY	22-03299					64.08
	ST77-JULAUG22	Natural Gas - ST 77	Invoice	08/18/2022	Natural Gas - ST 77	001-507-522-50-47-03	64.08
0483	PUGET SOUND ENERGY	22-03300					37.42
	ST76-JULAUG22	Natural Gas - ST 76	Invoice	08/19/2022	Natural Gas - ST 76	001-507-522-50-47-03	37.42
0483	PUGET SOUND ENERGY	22-03301					35.97
	ST72-JULAUG22	Natural Gas - ST 72	Invoice	08/18/2022	Natural Gas - ST 72	001-507-522-50-47-03	35.97
0484	PURCELL TIRE & SERVICE CENTER	22-03302					3,241.82
	24255265	Shop Parts	Invoice	08/02/2022	Shop Parts	050-511-522-60-34-01	1,088.13
	24255332	Shop Parts	Invoice	08/04/2022	Shop Parts	050-511-522-60-34-01	1,086.21
	24255978	Shop Parts	Invoice	08/31/2022	Shop Parts	050-511-522-60-34-01	1,067.48
1937	RAIRDON'S OF MONROE	22-03303					589.88
	91245	Shop Parts	Invoice	08/16/2022	Shop Parts	050-511-522-60-34-01	245.93
	91263	Shop Parts	Invoice	08/17/2022	Shop Parts	050-511-522-60-34-01	343.95
0494	REPUBLIC SERVICES #197	22-03304					315.51
	0197-003015151	Refuse - ST 31	Invoice	08/31/2022	Refuse - ST 31	001-507-522-50-47-04	315.51
0494	REPUBLIC SERVICES #197	22-03305					258.40
	0197-003015830	Refuse - Admin Building	Invoice	08/31/2022	Refuse - Admin Building	001-507-522-50-47-04	38.76
						300-507-522-50-47-00	219.64
0494	REPUBLIC SERVICES #197	22-03306					657.37
	0197-003015810	Recycling - ST 31	Invoice	08/31/2022	Recycling - ST 31	001-507-522-50-47-04	657.37
0494	REPUBLIC SERVICES #197	22-03307					92.21
	0197-003016196	Recycling - ST 32	Invoice	08/31/2022	Recycling - ST 32	001-507-522-50-47-04	92.21

Docket of Claims Register

APPKT01072 - 09/08/2022 Board Meeting - KP

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0494	REPUBLIC SERVICES #197 0197-003015885	22-03308 Refuse - ST 32	Invoice	08/31/2022	Refuse - ST 32	001-507-522-50-47-04	107.77 107.77
0501	RICOH USA, INC. 106430452	22-03309 Copier Machine - ST 71	Invoice	08/11/2022	Copier Machine Lease - ST 71 Copier Machine Usage - ST 71	001-512-591-22-70-00 001-502-522-10-31-00	462.11 319.07 143.04
0501	RICOH USA, INC. 106339444	22-03310 Copier Machine - ST 71	Invoice	07/11/2022	Copier Machine Lease - ST 71 Copier Machine Usage - ST 71	001-512-591-22-70-00 001-502-522-10-31-00	3,115.53 319.07 2,796.46
0501	RICOH USA, INC. 106250809	22-03311 Copier Machine - ST 71	Invoice	06/10/2022	Copier Machine Lease - ST 71 Copier Machine Usage - ST 71	001-512-591-22-70-00 001-502-522-10-31-00	367.97 319.07 48.90
0501	RICOH USA, INC. 106453914	22-03312 Copier Machine Usage - Admin Bldg	Invoice	08/22/2022	Copier Machine Usage - Admin Bldg	001-502-522-10-31-00	36.92 36.92
1534	ROMAINE ELECTRIC CORP 5-037311	22-03313 Shop Parts	Invoice	08/11/2022	Shop Parts	050-511-522-60-34-01	2,253.18 2,253.18
0544	SILVER LAKE WATER ST76FM-AUG22	22-03314 Water (Fire Meter) - ST 76	Invoice	08/31/2022	Water (Fire Meter) - ST 76	001-507-522-50-47-02	176.80 176.80
0544	SILVER LAKE WATER ST76-AUG22	22-03315 Water & Sewer - ST 76	Invoice	08/31/2022	Water & Sewer - ST 76	001-507-522-50-47-02	543.67 543.67
0544	SILVER LAKE WATER ST77FM-AUG22	22-03316 Water (Fire Meter) - ST 77	Invoice	08/31/2022	Water (Fire Meter) - ST 77	001-507-522-50-47-02	176.80 176.80
0544	SILVER LAKE WATER ST77-AUG22	22-03317 Water & Sewer - ST 77	Invoice	08/31/2022	Water & Sewer - ST 77	001-507-522-50-47-02	128.70 128.70
1547	SNOHOMISH COUNTY 911 5018	22-03318 Monthly Dispatch Services (Assessmen	Invoice	09/01/2022	Monthly Dispatch Services (Assessmer	001-504-528-00-41-00 001-509-528-00-41-00	98,580.13 18,755.14 75,020.57
	5025	Monthly EPCR	Invoice	09/01/2022	Monthly Electronic Patient Care Repor	001-509-522-20-49-02	1,416.74
	5052	Managed Laptop Leases (Monthly)	Invoice	09/01/2022	Managed Laptop Leases (Monthly)	303-504-591-22-70-00 303-509-591-22-70-00	1,362.52 2,025.16
0565	SNOHOMISH COUNTY PUD 100671252	22-03319 Electricity - Admin Bldg	Invoice	08/19/2022	Electricity - Admin Bldg	001-507-522-50-47-01 300-507-522-50-47-00	1,929.78 289.47 1,640.31
0565	SNOHOMISH COUNTY PUD 161611233	22-03320 Electricity - ST 31	Invoice	08/19/2022	Electricity - ST 31	001-507-522-50-47-01	1,899.59 1,899.59
0565	SNOHOMISH COUNTY PUD 112446127	22-03321 Electricity - ST 74/Logistics Bldg	Invoice	08/23/2022	Electricity - ST 74/Logistics Bldg	001-507-522-50-47-01	187.26 187.26
0565	SNOHOMISH COUNTY PUD 138766760	22-03322 Electricity - ST 33	Invoice	08/23/2022	Electricity - ST 33	001-507-522-50-47-01	752.51 752.51

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0565	SNOHOMISH COUNTY PUD 125679849	22-03323 Electricity - ST 32	Invoice	08/23/2022	Electricity - ST 32	001-507-522-50-47-01	261.06
0565	SNOHOMISH COUNTY PUD 125682308	22-03324 Electricity - ST 71	Invoice	08/26/2022	Electricity - ST 71	001-507-522-50-47-01	1,232.77
0565	SNOHOMISH COUNTY PUD 119051545	22-03325 Electricity - ST 83	Invoice	08/29/2022	Electricity - ST 83	001-507-522-50-47-01	477.78
0567	SNURE LAW OFFICE, PSC AUG2022	22-03326 Monthly Attorney Services (August)	Invoice	09/01/2022	Monthly Attorney Services (August)	001-512-522-10-41-03	4,207.50
0572	SPEEDWAY CHEVROLET 133298	22-03327 Shop Parts	Invoice	05/19/2022	Shop Parts	050-511-522-60-34-01	556.10
	133407	Shop Parts	Invoice	05/20/2022	Shop Parts	050-511-522-60-34-01	442.25
	134459	Shop Parts	Invoice	08/03/2022	Shop Parts	050-511-522-60-34-01	21.55
	134498	Shop Parts	Invoice	08/09/2022	Shop Parts	050-511-522-60-34-01	58.18
	134534	Shop Parts	Invoice	08/11/2022	Shop Parts	050-511-522-60-34-01	21.75
	134681	Shop Parts	Invoice	08/17/2022	Shop Parts	050-511-522-60-34-01	147.33
	134682	Shop Parts	Invoice	08/17/2022	Shop Parts	050-511-522-60-34-01	21.41
	CM133467	Shop Parts	Credit Memo	08/04/2022	Shop Parts	050-511-522-60-34-01	151.22
	CM134327	Shop Parts	Credit Memo	08/08/2022	Shop Parts	050-511-522-60-34-01	-273.25
							-34.34
2057	SPRAGUE PEST SOLUTIONS 4882625	22-03328 Monthly Pest Control Services - ST 73	Invoice	08/09/2022	Monthly Pest Control Services - ST 73	001-507-522-50-41-00	451.19
	4882626	Monthly Pest Control Services - ST 82	Invoice	08/08/2022	Monthly Pest Control Services - ST 82	001-507-522-50-41-00	90.83
	4882627	Monthly Pest Control Services - ST 83	Invoice	08/17/2022	Monthly Pest Control Services - ST 83	001-507-522-50-41-00	90.01
	4882628	Monthly Pest Control Services - ST 81	Invoice	08/17/2022	Monthly Pest Control Services - ST 81	001-507-522-50-41-00	90.17
	4882629	Monthly Pest Control Services - ST 77	Invoice	08/11/2022	Monthly Pest Control Services - ST 77	001-507-522-50-41-00	90.01
2184	STERICYCLE, INC. 3006156403	22-03329 Biohazardous/Medical Waste Disposal	Invoice	08/31/2022	Biohazardous/Medical Waste Disposal	001-509-522-20-41-06	301.01
2073	TARGET SOLUTIONS LEARNING L INV55403	22-03330 CrewSense Pro Monthly Subscription (Invoice	09/01/2022	CrewSense Pro Monthly Subscription (001-513-522-10-49-04	1,736.53
	INV55433	CrewSense Pro Support Plan (Monthly)	Invoice	09/01/2022	CrewSense Pro Support Plan (Monthly)	001-513-522-10-49-04	408.45
	INV55437	CrewSense Pro Monthly Subscrptn & P	Invoice	09/01/2022	CrewSense Pro Monthly Subscrptn & P	001-513-522-10-49-04	99.99
1645	TELEFLEX, LLC 9505865153	22-03331 Medical Supplies	Invoice	08/15/2022	Medical Supplies	001-509-522-30-31-01	1,228.09
0603	TOWN & COUNTRY TRACTOR INC 185320	22-03332 Shop Parts	Invoice	08/26/2022	Shop Parts	050-511-522-60-34-01	1,345.50
							81.94
							81.94

Docket of Claims Register

APPKT01072 - 09/08/2022 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
0610	TRUE NORTH EMERGENCY EQUIP	22-03333					5,420.38
	A11875	Shop Parts	Invoice	06/21/2022	Shop Parts	050-511-522-60-34-01	189.07
	A11953	Shop Parts	Invoice	07/01/2022	Shop Parts	050-511-522-60-34-01	189.07
	A12150	Shop Parts	Invoice	08/02/2022	Shop Parts	050-511-522-60-34-01	36.33
	A12196	Shop Parts	Invoice	08/04/2022	Shop Parts	050-511-522-60-34-01	156.60
	A12220	Shop Parts	Invoice	08/09/2022	Shop Parts	050-511-522-60-34-01	2,259.33
	A12229	Shop Parts	Invoice	08/10/2022	Shop Parts	050-511-522-60-34-01	49.35
	A12263	Shop Parts	Invoice	08/16/2022	Shop Parts	050-511-522-60-34-01	54.61
	A12277	Shop Parts	Invoice	08/18/2022	Shop Parts	050-511-522-60-34-01	1,170.92
	A12290	Shop Parts	Invoice	08/18/2022	Shop Parts	050-511-522-60-34-01	1,263.42
	A12330	Shop Parts	Invoice	08/25/2022	Shop Parts	050-511-522-60-34-01	51.68
0622	UNITED PARCEL SERVICE	22-03334					132.60
	000042W7X8352	Freight Charges (Shop)	Invoice	08/27/2022	Freight Charges (Shop)	050-511-522-60-34-01	17.14
	000042W7X8362	Freight Charges (Shop)	Invoice	09/03/2022	Freight Charges (Shop)	050-511-522-60-34-01	115.46
2146	US TRANSMISSIONS INC.	22-03335					44.31
	42553	Shop Parts	Invoice	07/27/2022	Shop Parts	050-511-522-60-34-01	44.31
0633	VERIZON WIRELESS SERVICES LLC	22-03336					3,981.50
	9913534329	District Mifi Plans	Invoice	08/15/2022	District Mifi Plans	001-513-522-10-42-00	3,981.50
0633	VERIZON WIRELESS SERVICES LLC	22-03337					1,596.27
	9913534330	District Cell Phones	Invoice	08/15/2022	District Cell Phones - Fire	001-513-522-10-42-00	1,427.59
					District Cell Phones - Shop	050-511-522-60-42-00	168.68
0633	VERIZON WIRELESS SERVICES LLC	22-03338					40.01
	9914539902	District Mifi Plan (Lundquist)	Invoice	08/28/2022	District Mifi Plan (Lundquist)	001-513-522-10-42-00	40.01
0633	VERIZON WIRELESS SERVICES LLC	22-03339					18.34
	9914325022	Crew/Apparatus Cell Phones	Invoice	08/25/2022	Crew/Apparatus Cell Phones	001-513-522-10-42-00	18.34
0648	WASTE MANAGEMENT NORTHW	22-03340					162.97
	1143066-2677-0	Refuse & Recycle - ST 74/Logistics Bldg	Invoice	09/01/2022	Refuse & Recycle - ST 74/Logistics Bldg	001-507-522-50-47-04	162.97
0648	WASTE MANAGEMENT NORTHW	22-03341					439.09
	1143342-2677-5	Recycling - ST 71	Invoice	09/01/2022	Recycling - ST 71	001-507-522-50-47-04	439.09
0648	WASTE MANAGEMENT NORTHW	22-03342					408.98
	1144790-2677-4	Recycling - ST 33	Invoice	09/01/2022	Recycling - ST 33	001-507-522-50-47-04	408.98
0648	WASTE MANAGEMENT NORTHW	22-03343					441.30
	1143430-2677-8	Recycling - Admin Bldg	Invoice	09/01/2022	Recycling - Admin Bldg	001-507-522-50-47-04	66.20
						300-507-522-50-47-00	375.10
0648	WASTE MANAGEMENT NORTHW	22-03344					117.54
	1142924-2677-1	Refuse - ST 72	Invoice	09/01/2022	Refuse - ST 72	001-507-522-50-47-04	117.54
0648	WASTE MANAGEMENT NORTHW	22-03345					175.09
	1143343-2677-3	Recycling - ST 72	Invoice	09/01/2022	Recycling - ST 72	001-507-522-50-47-04	175.09

Docket of Claims Register

APPKT01072 - 09/08/2022 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0648	WASTE MANAGEMENT NORTHW 1143344-2677-1	22-03346 Recycling - ST 76	Invoice	09/01/2022	Recycling - ST 76	001-507-522-50-47-04	285.67 285.67
0648	WASTE MANAGEMENT NORTHW 1144789-2677-6	22-03347 Refuse - ST 33	Invoice	09/01/2022	Refuse - ST 33	001-507-522-50-47-04	207.41 207.41
0648	WASTE MANAGEMENT NORTHW 0934267-4968-0	22-03348 Recycling - ST 81	Invoice	09/01/2022	Recycling - ST 81	001-507-522-50-47-04	182.27 182.27
0648	WASTE MANAGEMENT NORTHW 0934268-4968-8	22-03349 Refuse - ST 81	Invoice	09/01/2022	Refuse - ST 81	001-507-522-50-47-04	167.29 167.29
0648	WASTE MANAGEMENT NORTHW 0934044-4968-3	22-03350 Refuse & Recycle - ST 82	Invoice	09/01/2022	Refuse & Recycle - ST 82	001-507-522-50-47-04	277.73 277.73
0648	WASTE MANAGEMENT NORTHW 9292295-4968-8	22-03351 Refuse & Recycle - ST 83	Invoice	09/01/2022	Refuse & Recycle - ST 83	001-507-522-50-47-04	206.65 206.65
0648	WASTE MANAGEMENT NORTHW 1143139-2677-5	22-03352 Refuse & Recycle - ST 77	Invoice	09/01/2022	Refuse & Recycle - ST 77	001-507-522-50-47-04	288.14 288.14
0648	WASTE MANAGEMENT NORTHW 1143772-2677-3	22-03353 Refuse & Recycle - ST 73	Invoice	09/01/2022	Refuse & Recycle - ST 73	001-507-522-50-47-04	256.84 256.84
0648	WASTE MANAGEMENT NORTHW 1142925-2677-8	22-03354 Refuse - ST 71	Invoice	09/01/2022	Refuse - ST 71	001-507-522-50-47-04	205.12 205.12
0648	WASTE MANAGEMENT NORTHW 1143002-2677-5	22-03355 Refuse - ST 76	Invoice	09/01/2022	Refuse - ST 76	001-507-522-50-47-04	117.65 117.65
0651	WAVE BUSINESS 103946501-0009691	22-03356 Fiber Optic Connection - ST 81, 82	Invoice	09/01/2022	Fiber Optic Connection - ST 81, 82	001-513-522-50-42-01	1,025.54 1,025.54
0651	WAVE BUSINESS 103131101-0009691	22-03357 Fiber Optic Connection - ST 31, 33	Invoice	09/01/2022	Fiber Optic Connection - ST 31, 33	001-513-522-50-42-01	1,164.83 1,164.83
0651	WAVE BUSINESS 032004901-0009691	22-03358 Internet & Cable/TV Services - ST 74 (L	Invoice	09/01/2022	Internet & Cable/TV Services - ST 74 (L	001-513-522-50-42-01	147.76 147.76
0657	WELLSPRING FAMILY SERVICES E 281876	22-03359 Employee Assistance Program Monthly	Invoice	08/31/2022	Employee Assistance Program Monthly	001-510-522-20-20-15	470.90 470.90
0665	WHELEN ENGINEERING COMPAN 167524	22-03360 Shop Parts	Invoice	08/24/2022	Shop Parts	050-511-522-60-34-01	227.00 227.00
Total Claims: 105						Total Payment Amount:	190,681.78

Snohomish County Fire District #7

Claims Voucher Summary

09/07/2022

Page 1 of 4

Fund: Shop - Expense #050

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
22-03256	ALLSTREAM BUSINESS US, INC		324.79
22-03257	ALLSTREAM BUSINESS US, INC		225.86
22-03258	ALLSTREAM BUSINESS US, INC		115.21
22-03259	ARAMARK UNIFORM SERVICES		111.21
22-03260	BICKFORD MOTORS INC.		2,340.91
22-03261	BK INDUSTRIES & SOLUTIONS INC		2,879.08
22-03262	BRAD TALLEY		4,000.00
22-03263	BRAUN NORTHWEST INC		58.97
22-03264	CENTRAL WELDING SUPPLY		691.18
22-03265	CLEARFLY COMMUNICATIONS		778.93
22-03266	COMCAST		151.71
22-03267	COMCAST		151.73
22-03268	COMCAST		151.95
22-03269	COMCAST		151.71
22-03270	COMCAST		156.73
22-03271	COMCAST		151.97
22-03272	COURIERWEST		4,592.96
22-03273	DICK'S TOWING, INC.		445.10
22-03274	DIRECTV, LLC		110.23
22-03275	DUO-SAFETY LADDER CORPORATION		172.76
22-03276	ELITE LOCK & SAFE		36.65
22-03277	FREIGHTLINER NORTHWEST		1,074.57
22-03278	GENERAL FIRE APPARATUS		180.39
22-03279	HUGHES FIRE EQUIPMENT		125.79
22-03280	IRON MOUNTAIN INC		635.01
22-03281	ISOUTSOURCE		15,026.87
22-03282	KAMAN FLUID POWER LLC		55.44
22-03283	KENT D. BRUCE CO., LLC		83.73
22-03284	L.N. CURTIS & SONS		1,121.08
22-03285	LAKE STEVENS ATHLETIC CLUB		109.00
22-03286	LAKE STEVENS SEWER DISTRICT		198.00
Page Total			36,409.52
Cumulative Total			36,409.52

Snohomish County Fire District #7

Claims Voucher Summary

09/07/2022

Page 2 of 4

Fund: Shop - Expense #050

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
22-03287	LAKE STEVENS SEWER DISTRICT		99.00
22-03288	LEMAY MOBILE SHREDDING		140.25
22-03289	MELISSA JENKINS		110.00
22-03290	MOBILE HEALTH RESOURCES		1,442.10
22-03291	NC MACHINERY CO		287.70
22-03292	NORTH SOUND HOSE & FITTINGS INC		122.52
22-03293	NORTHWEST FIBER, LLC		167.47
22-03294	NORTHWEST FIBER, LLC		1,175.24
22-03295	OPERATIVE IQ		2,324.39
22-03296	PACIFIC POWER BATTERIES		866.29
22-03297	PETROCARD, INC.		1,844.86
22-03298	PROPERTY MAINTENANCE COM/RES		820.50
22-03299	PUGET SOUND ENERGY		64.08
22-03300	PUGET SOUND ENERGY		37.42
22-03301	PUGET SOUND ENERGY		35.97
22-03302	PURCELL TIRE & SERVICE CENTER		3,241.82
22-03303	RAIRDON'S OF MONROE		589.88
22-03304	REPUBLIC SERVICES #197		315.51
22-03305	REPUBLIC SERVICES #197		258.40
22-03306	REPUBLIC SERVICES #197		657.37
22-03307	REPUBLIC SERVICES #197		92.21
22-03308	REPUBLIC SERVICES #197		107.77
22-03309	RICOH USA, INC.		462.11
22-03310	RICOH USA, INC.		3,115.53
22-03311	RICOH USA, INC.		367.97
22-03312	RICOH USA, INC.		36.92
22-03313	ROMAINE ELECTRIC CORP		2,253.18
22-03314	SILVER LAKE WATER		176.80
22-03315	SILVER LAKE WATER		543.67
22-03316	SILVER LAKE WATER		176.80
22-03317	SILVER LAKE WATER		128.70

Page Total

22,062.43

Cumulative Total

58,471.95

Snohomish County Fire District #7

09/07/2022

Claims Voucher Summary

Page 3 of 4

Fund: Shop - Expense #050

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
22-03318	SNOHOMISH COUNTY 911		98,580.13
22-03319	SNOHOMISH COUNTY PUD		1,929.78
22-03320	SNOHOMISH COUNTY PUD		1,899.59
22-03321	SNOHOMISH COUNTY PUD		187.26
22-03322	SNOHOMISH COUNTY PUD		752.51
22-03323	SNOHOMISH COUNTY PUD		261.06
22-03324	SNOHOMISH COUNTY PUD		1,232.77
22-03325	SNOHOMISH COUNTY PUD		477.78
22-03326	SNURE LAW OFFICE, PSC		4,207.50
22-03327	SPEEDWAY CHEVROLET		556.10
22-03328	SPRAGUE PEST SOLUTIONS		451.19
22-03329	STERICYCLE, INC.		301.01
22-03330	TARGET SOLUTIONS LEARNING LLC		1,736.53
22-03331	TELEFLEX, LLC		1,345.50
22-03332	TOWN & COUNTRY TRACTOR INC.		81.94
22-03333	TRUE NORTH EMERGENCY EQUIPMENT INC		5,420.38
22-03334	UNITED PARCEL SERVICE		132.60
22-03335	US TRANSMISSIONS INC.		44.31
22-03336	VERIZON WIRELESS SERVICES LLC		3,981.50
22-03337	VERIZON WIRELESS SERVICES LLC		1,596.27
22-03338	VERIZON WIRELESS SERVICES LLC		40.01
22-03339	VERIZON WIRELESS SERVICES LLC		18.34
22-03340	WASTE MANAGEMENT NORTHWEST		162.97
22-03341	WASTE MANAGEMENT NORTHWEST		439.09
22-03342	WASTE MANAGEMENT NORTHWEST		408.98
22-03343	WASTE MANAGEMENT NORTHWEST		441.30
22-03344	WASTE MANAGEMENT NORTHWEST		117.54
22-03345	WASTE MANAGEMENT NORTHWEST		175.09
22-03346	WASTE MANAGEMENT NORTHWEST		285.67
22-03347	WASTE MANAGEMENT NORTHWEST		207.41
22-03348	WASTE MANAGEMENT NORTHWEST		182.27

Page Total	127,654.38
Cumulative Total	186,126.33

Snohomish County Fire District #7 Claims Voucher Summary

09/07/2022

Page 4 of 4

Fund: Shop - Expense #050

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
22-03349	WASTE MANAGEMENT NORTHWEST		167.29
22-03350	WASTE MANAGEMENT NORTHWEST		277.73
22-03351	WASTE MANAGEMENT NORTHWEST		206.65
22-03352	WASTE MANAGEMENT NORTHWEST		288.14
22-03353	WASTE MANAGEMENT NORTHWEST		256.84
22-03354	WASTE MANAGEMENT NORTHWEST		205.12
22-03355	WASTE MANAGEMENT NORTHWEST		117.65
22-03356	WAVE BUSINESS		1,025.54
22-03357	WAVE BUSINESS		1,164.83
22-03358	WAVE BUSINESS		147.76
22-03359	WELLSPRING FAMILY SERVICES EAP		470.90
22-03360	WHELEN ENGINEERING COMPANY		227.00

Page Total	4,555.45
Cumulative Total	190,681.78



Payroll Summary and Authorization Form for the:

8/31/2022

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

District Name: Snohomish Regional Fire & Rescue

Direct Deposits: \$915,868.60

Paper Checks: \$8,811.26

Taxes: \$259,749.51

Allowed in the sum of: \$1,184,429.37

Reviewed by: Denise Mattern
District Administrative Coordinator

Prepared by: Jennifer O'Brien
Payroll Specialist

Approved by Commissioners: _____



BOARD OF FIRE COMMISSIONERS MEETING MINUTES SNOHOMISH REGIONAL FIRE & RESCUE

SRFR Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272
August 25, 2022 1730 hours

CALL TO ORDER: Chairman Elmore called to order the meeting at 1730 hours. In attendance were Commissioner Edwards and Commissioner Fay. Via video were Commissioner Gagnon, Commissioner Schaub and Commissioner Steinruck. Commissioner Waugh was absent with prior notice.

PUBLIC COMMENT: NA

UNION COMMENT: NA

CHIEF'S REPORT: As presented. Highlights include the retirement of Driver Operator Espitia and Lieutenant Fox. Thank you for your service and Congratulations on your retirement.

COMMISSIONER REPORTS: *Facility Committee* – highlights from Commissioner Steinruck included: review of options for the shop, update on Station 83 remodel with outlined requirements from the County, Station 83 tower progression and there is a recommendation to move forward with improvements to Station 32. *Finance Committee*- Commissioner Elmore reported on items from the recent meeting. These included discussions on architectural services, legal services, training property, sick leave buyout authorization, petty cash procedures and second quarter financial report.

CONSENT AGENDA

Approve Vouchers

AP Voucher: 22-03165; (\$60,434.83)

Benefits Vouchers: 22-03167 to 22-03175; (\$744,582.64)

AP Vouchers: 22-03176 to 22-03255; (\$188,474.86)

Approval of Payroll

August 15, 2022 (\$1,307,487.30)

Approval of Minutes

Approve Regular Board Meeting Minutes – August 11, 2022

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Edwards and 2nd by Commissioner Steinruck.

On Vote, Motion carried 6/0. With Commissioner Gagnon abstaining from minutes approval.

OLD BUSINESS



Discussion

Resolution 2022-06: Sole source for used Training Division vehicle: Chief O'Brien explained the purpose of this resolution.

Boat Purchase: Assistant Chief Guptill reviewed the reason and purpose of the sole source for the boat purchase. He has been assisted by our legal counsel to confirm that documentation is correct.

Station 83 Tower update: Chief O'Brien gave a brief update on the newest Sno911 Tower placement at Station 83.

Second Quarter Financial Report: Chief Financial Officer Tabor presented the Second Quarter Financial Reports highlights.

Action

NEW BUSINESS

Discussion

Action

GOOD OF THE ORDER

ATTENDANCE CHECK: Board Members noted availability for the Regular Commissioner Meeting September 8, 2022, at 1730 - Station 31 Training Room/BlueJeans.

EXECUTIVE SESSION: At 1746 hours Chairman Elmore called for fifteen (15) minutes of executive session to discuss Labor Negotiations pursuant to RCW 42.30.140(4)(b).

Chairman Elmore reconvened the open public meeting at 1802 hours with the following action:

Motion to approve Authorization Regarding Sick Leave Cash out for employee Denise Mattern.

Motion by Commissioner Edwards and 2nd by Commissioner Fay.

On Vote, Motion carried 6/0.

ADJOURNMENT: Chairman Elmore adjourned the meeting at 1803 hours.



Snohomish Regional Fire & Rescue

Commissioner Rick Edwards

Chairman Troy Elmore

Vice Chairman Randy Fay

Commissioner Paul Gagnon

Commissioner Jeff Schaub

Commissioner Jim Steinruck

Commissioner Roy Waugh



OLD BUSINESS

DISCUSSION





OLD BUSINESS

ACTION



SNOHOMISH REGIONAL FIRE AND RESCUE

RESOLUTION #2022-06

WAIVER OF COMPETITIVE BIDDING REQUIREMENTS

Background: RCW 39.04.280 provides for the waiver of competitive bidding requirements under enumerated conditions including (1)(a) Purchases that are clearly and legitimately limited to a single source of supply and (1)(b) Purchases involving special facilities or market conditions.

1. The District has identified the need for a Van in its apparatus replacement plan for 2022.
2. The District has located a used shuttle bus that will better serve the needs of the District in lieu of the van.
3. After a diligent search a used shuttle bus was located that meets the needs of the District “Vehicle.”
4. The used Vehicle was available from Northwest Bus Sales Inc. at a cost of \$64,999 with the total purchase price with tax and all other expenses is \$72,008.90. District staff believe that the cost of the Vehicle is reasonable.
5. District staff was not aware of any other currently available used Vehicles that met the District’s specific needs and was therefore clearly and legitimately the sole source of supply for the Vehicle.
6. In order to acquire the Vehicle before it was sold to third parties, the Fire Chief was required to make the purchase prior to a regularly scheduled board meeting;

Resolution: NOW THEREFORE, BE IT RESOLVED, that the Snohomish Regional Fire and Rescue Board of Commissioners hereby declares a sole source condition and ratifies the staff’s decision to purchase the Vehicle, waives the competitive bidding requirements based on the reasons enumerated above and approves the purchase of the Vehicle at a cost of \$64,999 with the total purchase price with tax and all other expenses is \$72,008.90.

Adoption: ADOPTED at an open public meeting of the Board of Commissioners of Snohomish Regional Fire and Rescue on September 8, 2022 the following Commissioners being present and voting:

Rick Edwards, Commissioner

Troy Elmore, Commissioner

Randy Fay, Commissioner

Paul Gagnon, Commissioner

Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner

ATTEST:

District Secretary



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Urgent Replacement of Shallow River Rescue Boat (Sole Source)		
Executive member responsible for guiding the initiative:	AC Guptill		
Type of Action:	<input type="checkbox"/> Simple Motion	<input checked="" type="checkbox"/> Resolution	
Initiative Description:	<p>As previously reported, Boat 31, our 2007 Sport Jon, shallow river rescue boat suffered a catastrophic failure of its inboard engine. The overall condition of the boat makes the replacement of the engine not in our best interest. The hull of the boat has extensive damage due to multiple contacts with the river bottom.</p> <p>This boat was scheduled for replacement in the 2022 apparatus replacement plan. The amount previously budgeted will not cover the replacement cost of the new boat. The specification is virtually identical to the 2007 unit and custom boat prices have increased.</p> <p>The original replacement budget was set at \$63,256 and the replacement amount will be \$118,000 including sales tax.</p> <p>Standard boat designs with standard inboard or outboard marine motors will not operate effectively in our swift and shallow river conditions. The specification for this boat class is requires a highly customized hull and power train. There is only one manufacturer who can build to this specification and deliver the unit in a reasonable timeframe.</p> <p>Attached to this RAB are the following documents:</p> <ol style="list-style-type: none"> 1. Purchase agreement with SJX Boats for the specified custom boat. 2. A sole source recommendation from boat program coordinator Pat Gjerde. 3. Email from second vendor expressing their inability to manufacture a product meeting our specification. <p>It is our recommendation to sign a purchase agreement with SJX Boats to produce the replacement rescue boat to restore our specialized water rescue capabilities. This purchase will require a Sole Source Resolution of which I will work with Brian Snure to produce.</p>		
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • Reason RAB must be approved outside of the annual budget process 			

Financial Impact:	<p><u>Expense:</u> <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A</p> <p><u>Revenue:</u> <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A</p> <p><u>Total amount of initiative (attach amount breakdown if applicable):</u> \$118,000.00</p> <p><u>Initial amount:</u> \$ 118,000.00</p> <p><u>Long-term annual amounts(s):</u> \$ None</p> <p><u>Currently Budgeted:</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ 63,256.00</p> <p><u>Budget Amendment Needed:</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ 118,000.00</p> <ul style="list-style-type: none"> • <u>If yes: Fund(s)/line item(s) to be amended:</u> Capital Apparatus Replacement Plan
Risk Assessment:	<p><u>Risk if approved:</u> None</p> <p><u>Risk if not approved:</u> Reduction in operational effectiveness with water rescue operations. No other boat currently owned by the district has the capabilities of this type of boat.</p>
Legal Review:	<p><input type="checkbox"/> Initiative conforms with District policy/procedure number (attach):</p> <p><input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives):</p> <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <p><input type="checkbox"/> N/A</p> <p>Upon approval, purchase will be in compliance with RCW 52.14.110</p>
Presented to, and Approved by, Senior Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Sub-Committee Approval	<p>Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>N/A: <input type="checkbox"/></p>
For Fire Chief Approval:	<p><input checked="" type="checkbox"/> RAB document complete</p> <p><input checked="" type="checkbox"/> Supporting documentation attached</p> <p><input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber)</p> <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – champion/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>

Champion: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	<p>RAB initiatives go through the following process:</p> <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Executive Staff member assigned to develop the initiative (the RAB Champion) presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



August 13, 2022

Assistant Chief Guptill,

Snohomish Regional Water Rescue Team researched jet boat manufacturers on the market to find a vessel that performs equal to or better than the one being replaced. We narrowed it down to three potential manufacturers and after our assessment was completed, determined that the most appropriate replacement for our current Phantom Sport Jon (Boat 31) is the very similar *SJX jet boat*. Hells Canyon Marine (HCM) boats and River Raptor jet boats met most of the criteria in our assessment; however, do not meet several crucial elements outlined below. SJX boats have a frame design and hull structure specifically designed for our extreme shallow water conditions.

These unique SJX features set them apart from other jet boat manufactures. SJX is currently the only boat in the industry that combines the horsepower of the Indmar 2.3 power plant on a tunnel hull design Jon boat with bonded UHMW on the hull.

- Tunnel hull design allows the jet to be elevated off the plaining surface of the boat. The jet is approximately 3 inches higher than the actual bottom to the boat allowing for extremely shallow water navigation. As this design of jet boat is being pushed forward under power, water from the front where the tunnel begins coming off the bottom surface of the boat is drawn into the approach and upward into the elevated jet. The boat can be hitting debris and obstacles with the bottom plaining surface of the boat, but if there is water, it will continue drawing up into the tunnel approach which still feeds the jet. For example, if we are in a scenario where there's literally one inch of water and we have no choice but to go over that water. The hull would actually be making contact with the bottom of the river but as long as we still have water, the tunnel hull is still going to draw water and feed the jet even though we are rubbing the bottom. (UHMW bottom allows boat to glide) Obviously, as a result of rubbing the bottom of the river, we're stirring up the bottom and loosening gravel and debris which could be drawn to the pump. That's where the stomp grate comes into play and does not allow the bigger debris to flow into or be sucked into the pump. As long as there's water being provided to the jet, this boat will be propelled forward. Without the tunnel hull elevating it, the jet would be making direct contact on the bottom of the river at the same level as the boat. In essence, boats without this unique design feature would be shoveling rocks and debris right into the jet. That is the tunnel hull difference and that is a major difference during rescue operations, especially during hours of darkness.
- Indmar 310Hp EcoBoost 2.3 turbo charged with an Eco Jet stainless impeller as standard



equipment

- .5 inch bonded UHMW Polyethylene bottom to protect hull and reduce friction on submerged objects such as rocks.
- Aluminum hull has cross brace construction with full seam welds which limits hull damage from submerged objects.
- Jon boat hull design with strakes provide optimal water displacement which allows for rapid planing, shallow operating draft and a much greater passenger capacity.
- Intake grate designed to only allow debris in that can be quickly flushed out with no damage to the impeller. Intake grate is made of metal to take abuse from impacts against rocks, and a stomp grate that can be cleared from the driver's seat.
- Large forward deck and bow provides largest work area available for rescue operations and patient care.

Taking into consideration our boat operators experience on this hull design and configuration, teams rescue capabilities, an established deployment model, assessed hull durability, rescue mission success rate, rescue crew operations with the large forward/bow area for patient treatment, and the overall craft capacity/weight/stability, we feel strongly that the *SJX2170 Jet Boat* is the best option moving forward with safe and effective rescue operations. This model of watercraft has proven itself repeatedly in all types of water for our team over the past 15 years and will predictably perform rescue missions immediately with no additional training due to its specific design and boat 31 similarity. Standard boat hull designs and boat motor designs have an extremely high failure rate in our swift, shallow river conditions and during flood rescue operations due to debris.

After correspondence with HCM and River Raptor boats, I have come to the conclusion that these manufacturers build a Jet boat for more forgiving, deeper water conditions, and of which do not offer the above unique features. It is these design features and many more that make the *SJX jet boat* the most appropriate watercraft for our diverse water ways and hazards.

Therefore, it is my professional opinion that the *SJX2170* is the only watercraft that meets our unique and specific needs. The SJX is a custom boat, engineered and designed for our extreme needs / requirements.

Respectfully,

Patrick Gjerde
Rescue Boat Coordinator

SJX Jet Boats

2022 SJX2170

QUOTATION / WORKSHEET

Customer Name: Snohomish Regional Fire and Rescue		Quote #	SS080122
Pat Gjerde pgjerde@snofire7.org		Phone #	425-330-3252
163 Village Ct Monroe, Wa 98272		Date	Aug 1 2022
Options & Upgrades	Price	Quantity	Cost
SJX2170 Standard Base Price (2.3L Ford EcoBoost with EcoJet)	\$59,500.00	1	\$59,500.00
UHMW Hull Upgrades			
Black-Ice Full Bottom Upgrade	\$11,900.00	1	\$11,900.00
Boat Options			
Sand Trap (mandatory with Eco-Boost)	\$550.00	1	\$550.00
Additional 12 Volt Dual USB Power Port (Note: Passenger Side)	\$185.00	1	\$185.00
12 Volt Traditional Power Port "Cigarette Lighter Type" (Note: Passenger Side)	\$185.00	1	\$185.00
Locking Glove Box Lid (Painted to match boat)	\$275.00	1	\$275.00
Anchor Cleat Welded in Bow	\$155.00	1	\$155.00
Seating Upgrades			
Bolster Seat w/Storage (Upgrade from standard seating)	\$975.00	2	\$1,950.00
Removable Snap-on Seat Cushion For Rear Deck *Full Width	\$425.00	1	\$425.00
Lighting Upgrades			
Custom LED Pocket Lights Complete Set of 4 (2 Drive Style, 2 Flood Style)	\$5,800.00	1	\$5,800.00
LED Flush Mount Side Navigation Lights (mounted below gunnel)	\$330.00	1	\$330.00
Interior LED Lighting Package (8 Lights) (1 Color Choice: Red)*	\$1,295.00	1	\$1,295.00
Pocket Fore, Mid and Aft Outward Facing Flood/Spot Combo Lights (6 total single row side facing)	\$2,632.00	1	\$2,632.00
Additional Pocket Light Electrical Upgrade (ACR Switches, Buse Bars, Breakers, Relays, etc.)	\$3,546.00	1	\$3,546.00
First Responder/Law Enforcement Marking Pkg (6 lights) 1 Color Choice: Red	\$1,775.00	1	\$1,775.00
Transom/Rear Mount Lights (1 pr 8" single row mounted under rear of swim deck)	\$1,212.00	1	\$1,212.00
Light Arch *Painted to match boat	\$3,725.00	1	\$3,725.00
20" E-Series Rigid Light Bar for Light Arch - Installed (each)	\$1,350.00	2	\$2,700.00
Battery Upgrades			
Dual Battery Upgrade Kit w/ACR- Group 27 (Required with Pocket Lights)	\$1,390.00	1	\$1,390.00
Dual Battery Upgrade Kit w/ACR - Group 31 AGM (required with additional electronics)	\$1,825.00	1	\$1,825.00
40a 3-Bank Fast Charge, Battery Charger System w/ remote panel & Shore Power (12v Systems Only)-P12	\$2,330.00	1	\$2,330.00
Additional Options & Upgrades			
1,100 GPH Auto-Bilge Upgrade	\$265.00	1	\$265.00
	\$0.00	0	\$0.00
Requested Deposit (10% of total package price)	\$0.00	0	\$0.00
		0	\$0.00
TOTAL COST			\$103,950.00
Please read the Inflationary Price Adjustment Clause below			Total Cost not guaranteed!
BOAT COLORS		Boat Hull, Engine, Jet & Trailer Serial Numbers	
Interior Color:	Boat VIN:	TBA	
Snohomish Regional Fire & Rescue Selects Color-Char AUE WIP641	Engine S/N:	TBA	
Exterior Wrap Colors: (Identify as NO PAINT, STANDARD, CUSTOM)	Jet Drive S/N:	TBA	
Snohomish Regional Fire & Rescue Selects Color- Blood Red Digi with Ghosted SJX	Trailer VIN:	TBA	
If Standard Wrap Colors: (Identify main and accent color)	Additional Info:		
NOTES:			
Snohomish Regional Fire & Rescue logos, badges, or emblems included in digital graphic wrap @ NO CHARGE.			
Bolster Seat w/Storage (Upgrade from Standard Folding Seat on Storage Box) - One for pilot and the second for co-pilot (passenger).			
Custom LED Pocket Lights, Pocket Fore, Mid and Aft Outward Facing Flood/Spot Combo Lights Require Two Battery Upgrades with 3 Batteries Total			
Two 20" M-Series Rigid Light Bar for Arch (each) - Mounted facing forward on top light arch.			
NOTE: LED Flush Mount Side Navigation Lights Requested are NOT USCG Compliant - Snohomish Regional Fire & Rescue will except responsibility for any violations in regards (agreeing by signing purchase order agreement below) .			
Estimated Completion is 16 to 24 months after receiving Deposit or receiving Signed Purchase Order Agreement.			

Inflationary Price Adjustment Clause

We here at SJX have strived to maintain price controls and have in the past guaranteed our model year prices for at least one year. With recent government spending and projected inflation rate increases, we can no longer make this guarantee. Your boat has been priced with our most current pricing. As boat build times reach approximately a year because of great demand, we may need to reprice your boat just before we begin production. Like any manufacturer, we cannot sell our product at a loss and stay in business. With inflation rates unknow and hyper-inflation possible, we must retain the ability to adjust the price of your boat to reflect actual increases in the costs of our material and components. If the price of your boat is to be adjusted you will be notified prior to our starting actual construction. You will be given the opportunity to cancel your order. See below for cancelation penalties.

Deposit Requirements

All Purchase Orders require a 10% of total package price as a minimum deposit per boat to secure a production slot.
 *35% of the 10% deposit is non-refundable in the event of a cancellation by the customer after receipt of deposit.
 **If production of the Boat has started prior to cancellation customer forfeits full deposit amount.
 ***All International Sales require a 50% deposit of the boats total package amount.
 ****Prior to departing or shipping from the Orofino Factory location "ALL" completed boats must have any remaining balance paid in full.

Late Changes to Purchase Order Disclaimer

At SJX Jet Boats we strive to accommodate all the customer's needs and wishes. It is possible to make additions or subtractions from the worksheet items above to a certain extent. Changes after construction has begun create additional work/time which may effect the current production/schedule and may not be possible. Changes to the purchase order may also incur charges for the extra work/time required with potential delays. Occasionally, desired changes cannot be made if requested late in the build cycle. Any changes, additions, or modifications made after the boat is actively in construction will automatically be accessed a service charge. Please carefully consider all the options you choose to include on your boat. We want you to be completely satisfied.

Signatures and Purchase Order

Upon finalizing this Worksheet and Quote, the customer is confirming this as a "Purchase Order" agreement. By signing and submitting it back with the above listed deposit amount (unless a government agency issues a separate Purchase Order). By submitting the 10% deposit also signifies agreement to all the terms of the Boat Purchase Agreements Listed above.

Purchaser: _____ Date: _____ Purchaser: _____ Date: _____

Sales Representative: _____ Date: _____



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Sno911 Radio Tower Station 83			
Executive member responsible for guiding the initiative:	AC Guptill			
Type of Action:	<input checked="" type="checkbox"/> Simple Motion	<input type="checkbox"/> Resolution		
Initiative Description:	<p>As part of the new digital public safety 800 MHz radio system being currently deployed by Sno911, they have requested approval to place a radio tower in the field behind Station 83 in Machias.</p> <p>The discussions regarding this have been ongoing for some time.</p> <p>The tower will greatly enhance the radio communication quality in the Machias Valley and eastern portions of the City of Lake Stevens.</p> <p>With the switch to digital radio signal, the current coverage in the Machias Valley will be degraded. Even with the current analog radio system, the coverage in that area is sub-par.</p> <p>We have been engaged with staff at Sno911 to accommodate their request and minimize to the best of our abilities the impacts to our day-to-day operations and the Special Operations training that is conducted there periodically. The elimination of the perimeter fence will lessen this impact greatly.</p> <p>Additionally, Sno911 has agreed to allow the tower to be utilized as a training prop for the Rescue Systems Special Operations training which will be a benefit to our organization.</p> <p>This request was endorsed and reinforced by both SCSO and Lake Stevens PD as it will provide a vital coverage improvement to the area that is currently not well covered and will reduce the impacts of the switch to the digital system which is expected to make the current coverage issues even worse.</p> <p>This request absolutely supports our public safety operations.</p>			
Initiative Description:	<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • Reason RAB must be approved outside of the annual budget process 			
Financial Impact:	Expense:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> N/A
	Revenue:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> N/A
	Total amount of initiative (attach amount breakdown if applicable): NA			

	<p>Initial amount: \$ None Long-term annual amounts(s): \$ None</p> <p>Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Apparatus replacement fund Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ • If yes: Fund(s)/line item(s) to be amended:</p>
Risk Assessment:	<p>Risk if approved: Reduction of useable space in rear lot of Station 83 site. Potential hindrance with Special Operations training on site.</p> <p>Risk if not approved: Further loss of ability to utilize the public safety 800 MHz radio system in the Machias and West Lake Stevens areas. Strong potential for responder safety issues.</p>
Legal Review:	<p><input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives):</p> <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal <u>Pending</u> • Includes all costs • Includes term • Includes 'do not exceed' language <p><input type="checkbox"/> N/A</p>
Presented to, and Approved by, Senior Staff	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Commissioner Sub-Committee Approval	<p>Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/></p>
For Fire Chief Approval:	<p><input checked="" type="checkbox"/> RAB document complete</p> <p><input checked="" type="checkbox"/> Supporting documentation attached</p> <p><input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber)</p> <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – champion/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>

Champion: Confirmed email sent to Board by Fire Chief		<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	<p>RAB initiatives go through the following process:</p> <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Executive Staff member assigned to develop the initiative (the RAB Champion) presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval 	
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.	

Lease#: _____

Site Name: Machias

COMMUNICATION SITE LEASE

THIS COMMUNICATIONS SITE LEASE (this "Lease") is made by and between the Snohomish Regional Fire and Rescue (SRF&R), 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 Snohomish 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 Snohomish Regional Fire and Rescue.
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 commence on the Effective Date and shall be for Twenty (20) years, 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 90 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:

Snohomish Regional Fire and Rescue
 Attn: Steve Guphill
 163 Village Court
 Monroe, WA. 98272

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. **Generator Use:** As additional consideration for this lease, Lessee shall coordinate with Lessor as necessary to size, install and locate a generator capable of serving both Lessee and Lessor's needs for the site. Lessee shall remain solely responsible for the cost of purchasing, installing, maintaining, and fueling the generator, provided however, Lessor shall be responsible for its cost in connecting the generator to Lessor's facilities. The demarcation point shall be the electrical connection/panel nearest to the generator (to be installed by Lessee). Lessor will provide all conduit, conductor/cable, trenching, and transfer switches necessary to interface the generator to their facility(ies). All services to install the aforementioned equipment and switches will be provided by Lessor and will be performed per all applicable installation and permitting guidelines per the applicable Authorities Having Jurisdiction. During the term of the Lease, Lessee may not disconnect Lessor's facilities from the Generator or remove the generator without advance approval of Lessor. Notwithstanding any provision in Exhibit C, at the termination of the Lease, the Generator shall become the property of Lessor and shall not be removed by Lessee.

7. **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.

8. **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:

Snohomish Regional Fire and Rescue
Attn: Steve Guptill
163 Village Court
Monroe, WA. 98272

If to **SNO911**, to:

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

9. Compliance with all Laws and Regulations: SNO911's use of the Premises shall be contingent upon it 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.

10. 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 of this Lease 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
Snohomish Regional Fire and Rescue

By: SNO911 Executive Director

By: Fire Commission Chairman

Date:

Date:

APPROVED AS TO FORM ONLY:

By: SNO911 Attorney

By: Snohomish Regional Fire and Rescue 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 Snohomish Regional Fire and Rescue, 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 Snohomish Regional Fire and Rescue 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.

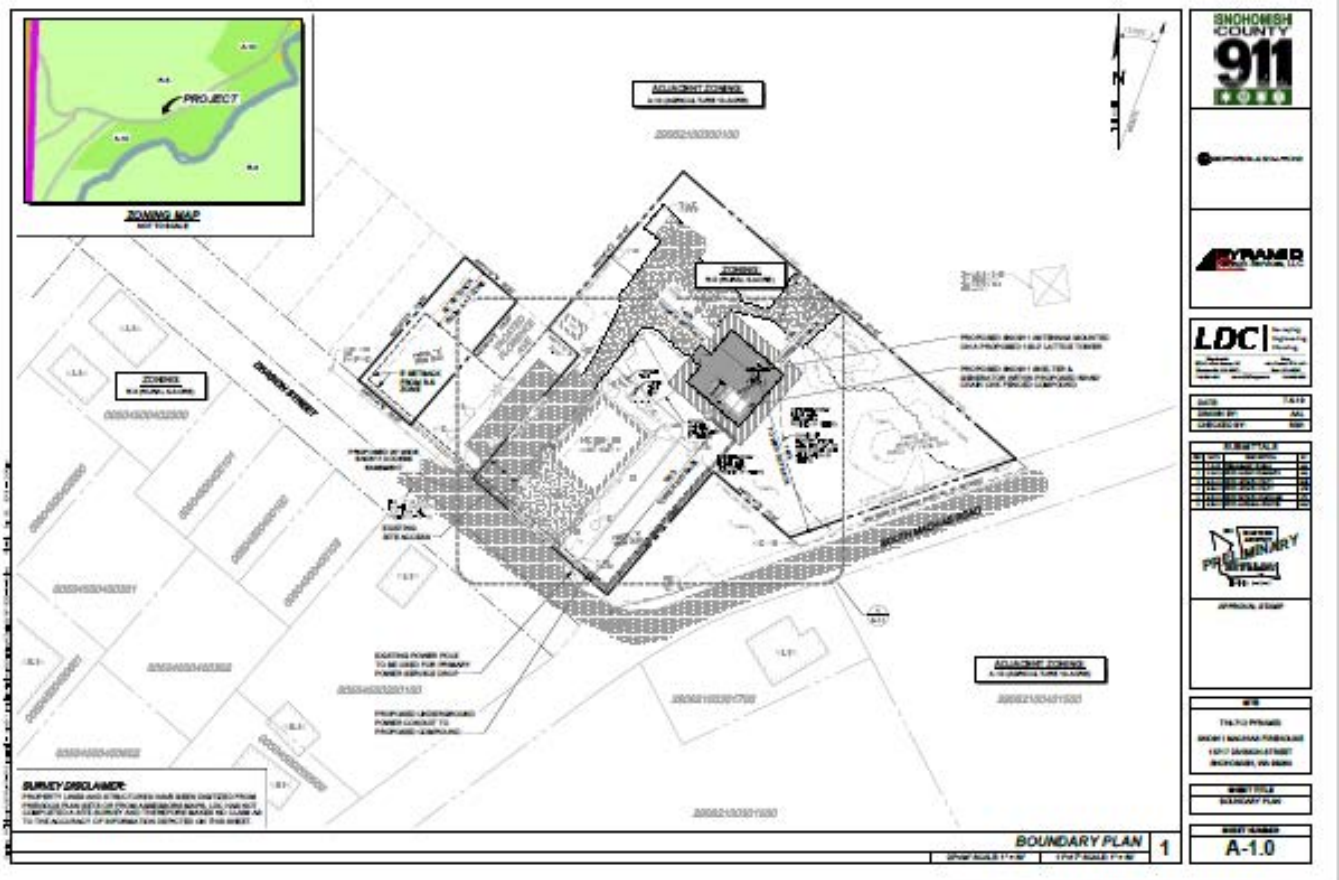
The description of the SNO911 lease area is as follows:

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.

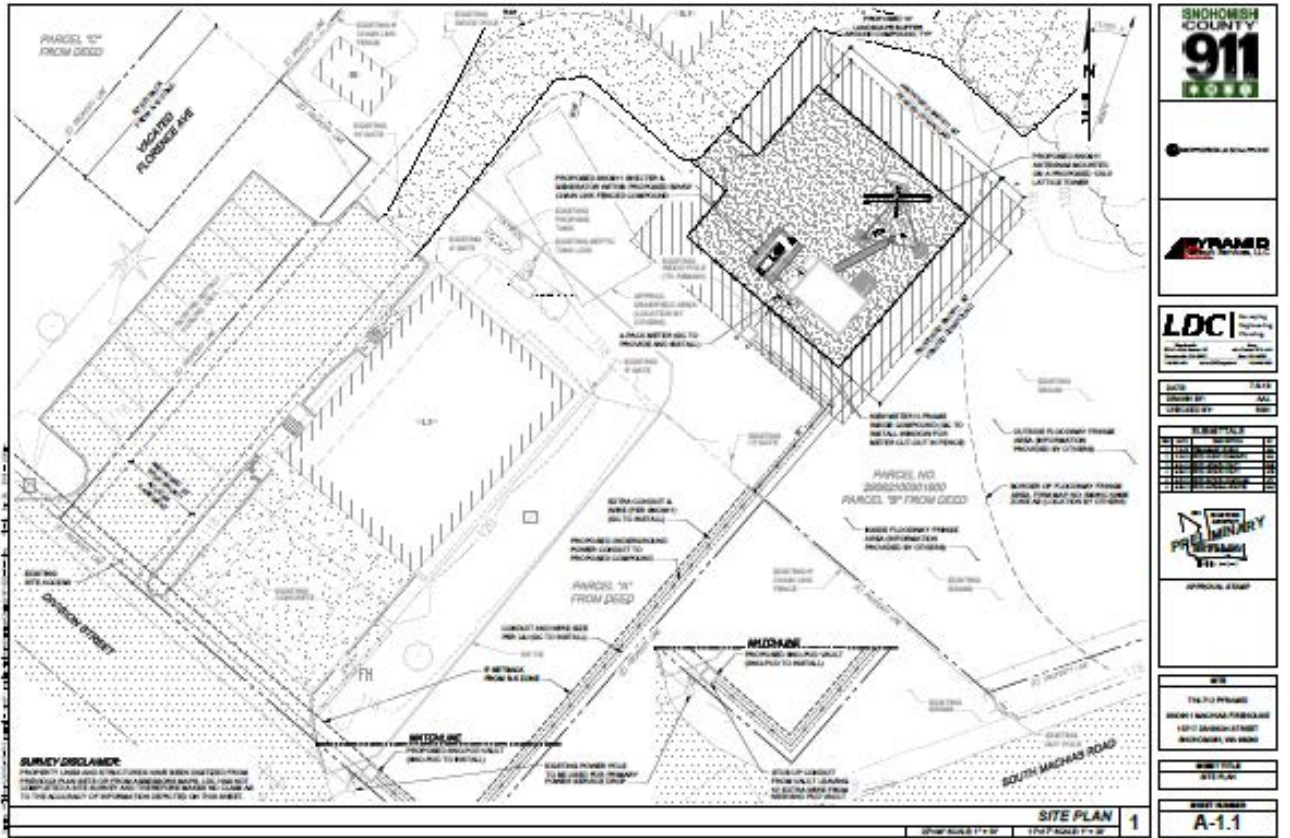
A-2: AREA MAPS AND SITE PLANS

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.

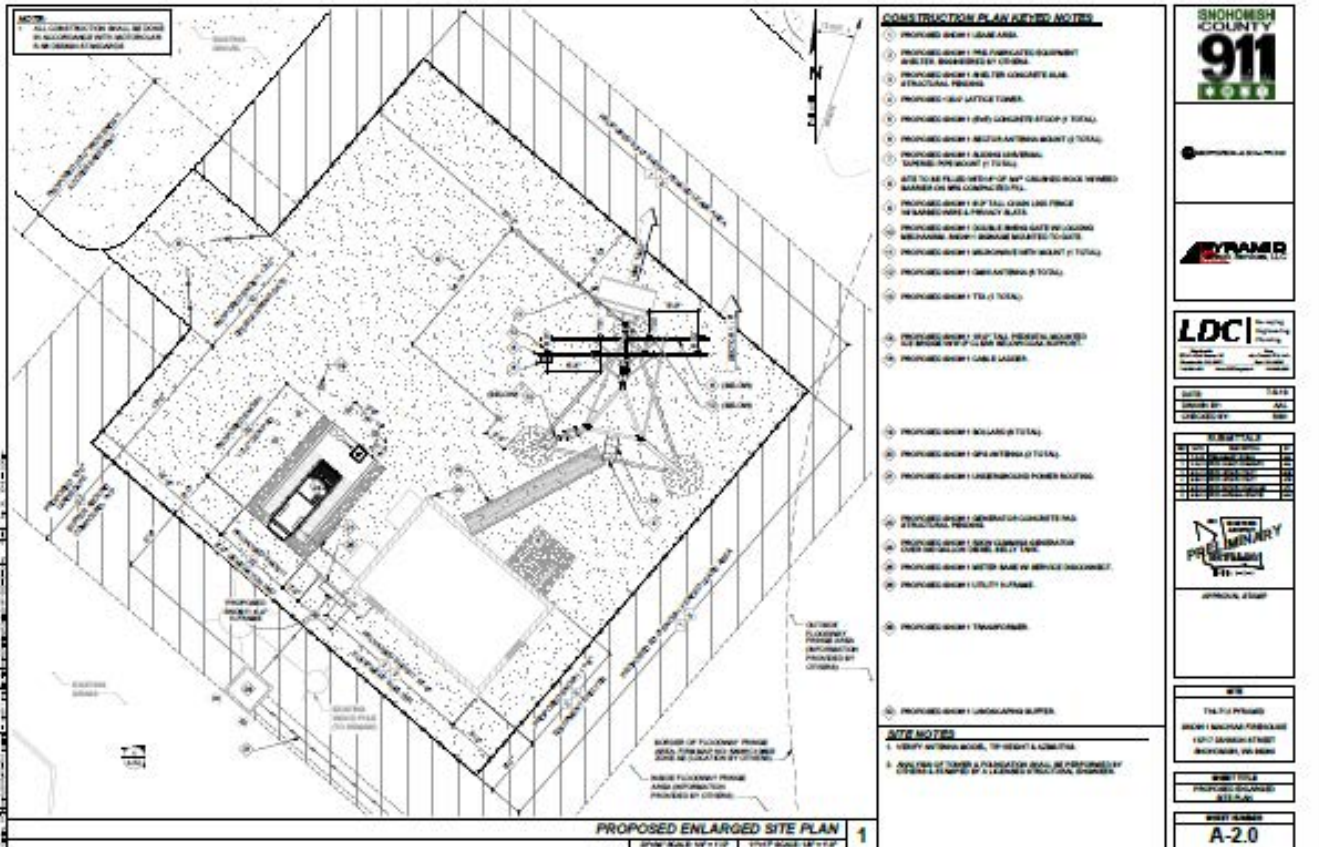
A-1.0 Site plan (Area Map).



A-1.1 site plan with power route shown.



A-2.0 Site plan.



A-3.0 Tower Drawing (Elevation).

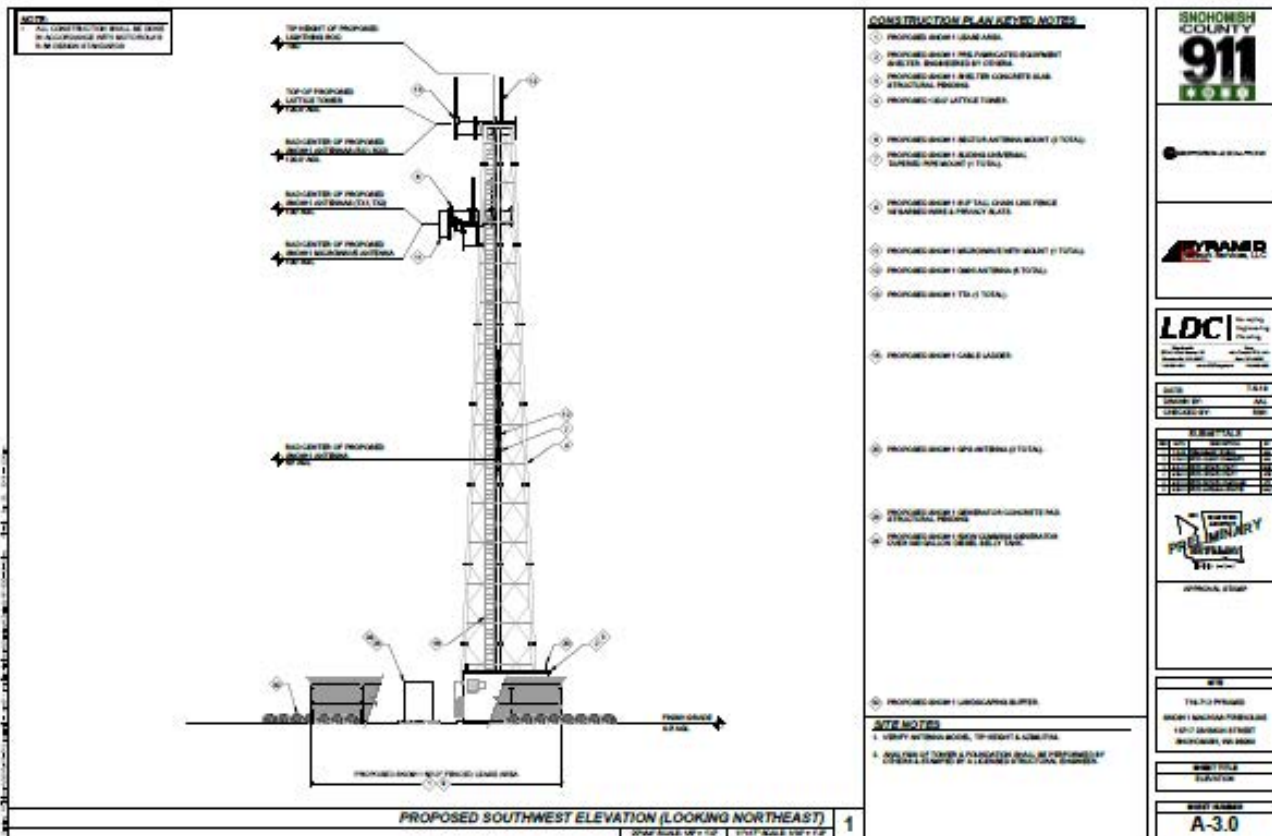
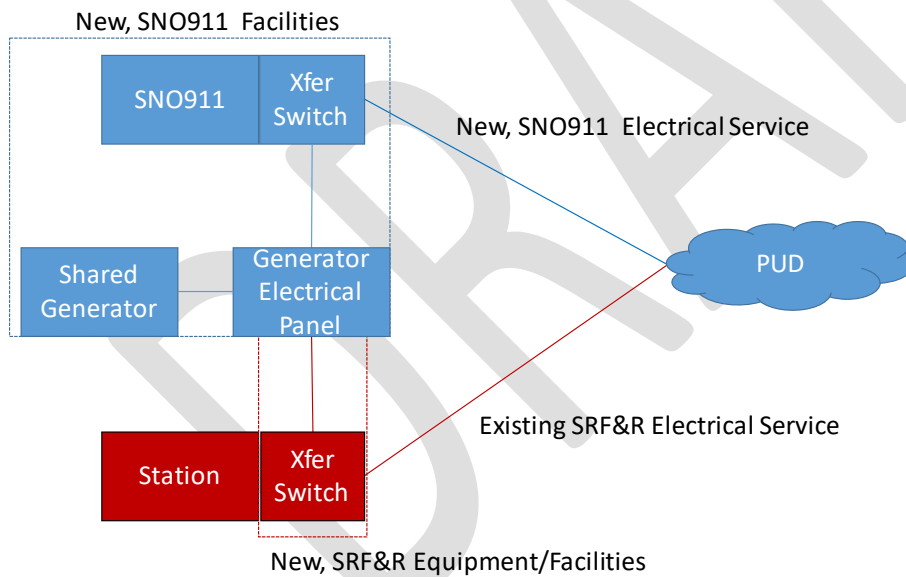


EXHIBIT B

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 elevation on drawings that illustrate the site plan with external improvements noted.

High-Level Generator Interconnection Diagram:



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 18 (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. Provided, however, for Commercial Communication services deemed critical by Lessor, in Lessor's sole discretion, Lessee's siting fee shall be subject to approval or reduction by Lessor. 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.

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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 thirty (30) 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.

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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 10 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 reasonable 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. 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.

F. Lessor's Property Insurance. Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering Lessor's Equipment and Structures for their

full replacement value without any coinsurance provisions.

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

H. 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 12 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 12.

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 from the Premises due to Lessee, 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 12, 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 12 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 17 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 8 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10^h) 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 17 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 10 (Indemnity and Hold Harmless) and 12 (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.



NEW BUSINESS

DISCUSSION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Petty Cash Account Location and Signers		
Executive member responsible for guiding the initiative:	Business Administrator Schoof		
Type of Action:	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Resolution	
Initiative Description:	<p>In an effort to centralize financial accounts, the Finance Division would like to transfer its established petty cash bank account from First Financial located in Clearview, to Key Bank where the District's other accounts are located. First Financial and Key Bank require a resolution for this change.</p> <p>Additionally, to increase efficiency for financial matters, the Finance Division would like to add the District Administrative Coordinator position as authorized signers on the petty cash account. This authorization would be for the Petty Cash account only and not other District accounts. The District Administrative Coordinators are the custodians of the Petty Cash Fund and are directed to verify receipts for use, as well as to reimburse the Petty Cash Fund on a monthly basis, ensuring the requirements are met under the Finance and Purchasing Policy.</p>		
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 			
Financial Impact:	Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ Long-term annual amount(s): \$ Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended: 		
Risk Assessment:	Risk if approved: n/a Risk if not approved: Inefficiency for processing in the Finance Division		
Legal Review:	<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach):		

	<input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A
Presented to, and Approved by, Senior Staff	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>
RAB Executive: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.

SNOHOMISH REGIONAL FIRE AND RESCUE**RESOLUTION #2022-07****A RESOLUTION AUTHORIZING DELEGATED PERSONNEL TO OPEN AND OVERSEE THE DISTRICT'S PETTY CASH BANK ACCOUNT AND TO ADJUST THE AUTHORIZED SIGNATORIES FOR THAT ACCOUNT**

WHEREAS, Snohomish Regional Fire & Rescue Board of Commissioners desires to transfer its established petty cash bank account from First Financial to Key Bank; and

WHEREAS, Snohomish Regional Fire & Rescue Board of Commissioners desires to establish signatories for the Key Bank petty cash bank account; and

WHEREAS, by Resolution 2020-01, the District previously authorized the Fire Chief and Business Administrator, to establish and be signatories on the District's accounts and for all District financial matters; and

WHEREAS, the District desires to add authorized signatories for the District's Petty Cash Account to the two District Administrative Coordinator positions; and

WHEREAS, the District also desires to authorize the Fire Chief, Business Administrator, and Chief Financial Officer to be listed on Depository Certificates.

NOW, THEREFORE, BE IT RESOLVED by the Snohomish Regional Fire & Rescue Board of Commissioners that;

1. A new petty cash account be opened at Key Bank located in Monroe; and
2. The District Administrative Coordinator is hereby authorized to take all actions necessary to close the First Financial petty cash account located in Mill Creek and transfer all funds to the new account set up at Key Bank; and
3. The District Administrative Coordinators are designated as the custodians of the Petty Cash Fund and are directed to reimburse the Petty Cash Fund on a monthly basis.
4. The voucher to be issued to reimburse the Petty Cash Fund shall have all receipts for expenditures made from such Revolving Fund during the preceding month attached.

- 5. Payments or purchases through the Petty Cash Fund shall meet the requirements of the most currently adopted Fire District Finance and Purchasing policy.
- 6. It is directed that the account shall only be used for authorized District expenditures and shall not be used for advances to any District personnel.

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH REGIONAL FIRE AND RESCUE THIS XX DAY OF XX, 2022.

Rick Edwards, Commissioner

Troy Elmore, Commissioner

Randy Fay, Commissioner

Paul Gagnon, Commissioner

Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner

ATTEST:

District Secretary



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Resolution 2022-08 Equipment Surplus		
Executive member responsible for guiding the initiative:	DC Ron Rasmussen		
Type of Action:	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Resolution	
Initiative Description:	<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 		
	<p>From time to time the District gathers surplus vehicles and equipment that are no longer able to be utilized by the District. The District may, pursuant to RCW 39.33.010 sell transfer, exchange or otherwise dispose of any property. The District intends to surplus the property listed in Appendix A of Resolution 2022-08 See Resolution 2022-8 for details.</p> <p>The goal is to follow State law and established district policies and to be prudent with taxpayer dollars.</p>		
Financial Impact:	<p>Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Revenue: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A</p> <p>Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ TBD Long-term annual amounts(s): \$ None</p> <p>Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ N/A</p> <p>Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ N/A • If yes: Fund(s)/line item(s) to be amended:</p>		
Risk Assessment:	<p>Risk if approved: N/A</p> <p>Risk if not approved: N/A</p>		

Legal Review:	
<input checked="" type="checkbox"/> Initiative conforms with District policy/procedure number (attach): Policy 55: Disposal of Surplus Property <input type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input checked="" type="checkbox"/> N/A	
Presented to, and Approved by, Senior Staff	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commissioner Sub-Committee Approval	
Initiative presented to commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>	
For Fire Chief Approval:	
<input type="checkbox"/> RAB document complete <input type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>	
RAB Executive: Confirmed email sent to Board by Fire Chief	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Board of Fire Commissioners	
RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval 	
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



SNOHOMISH REGIONAL FIRE AND RESCUE

RESOLUTION #2022- 08

A RESOLUTION TO SURPLUS EQUIPMENT

WHEREAS, Snohomish Regional Fire and Rescue presently owns the equipment listed on the attached Exhibit A " Equipment:"

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 Vehicles and Equipment using commercially reasonable methods established by the Fire Chief or designee.

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH REGIONAL FIRE AND RESCUE THIS XX DAY OF _____ 2022.

Rick Edwards, Commissioner

Troy Elmore, Commissioner

Randy Fay, Commissioner

Paul Gagnon, Commissioner

Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner

ATTEST:

District Secretary



Exhibit A Equipment

	Quantity	Serial number/VIN
Wildland Skid unit	1	95033011
Rhino Shelter	2	N/A
Sparky Motorized Truck	1	20040527001
Metal Desk	1	D7-05250
Blue Water Drum	5	N/A
Spade Shovels	6	N/A
Flat Shovels	2	N/A
Rakes	3	N/A
Snow Shovels	2	N/A
Sentry Safe File	1	N/A
Flie Cabnite	1	N/A
Suction Hose 6"	1	N/A
Suction Hose 4"	1	N/A
Bunker Pants	1	P0209
Bunker Pants	1	P0658
Bunker Pants	1	P0196
Bunker Pants	1	P1504
Bunker Pants	1	1307011659
Bunker Coat	1	1307011645
Bunker Coat	1	1310002139
Bunker Coat	1	C0204
Bunker Coat	1	C0657
3" Fire Hose	25	10-51,10-31,10-45,06-01,10-21,14-24,10-98,10-67,95-17,10-42,14-03,9-81 10-02,10-65,10-63,06-04,06-09,01-37,09-19,10-28,10-12,10-47,10-41,93-12,10-44
1 3/4" Fire Hose	59	19-27,17-33,19-26,03-10,09-20,17-15,00-11,08-19,06-22,19-17,18-28 00-18,16-06,01-16,17-41,04-75,01-05,04-01,04-55,11-28,04-32,99-23,04-28 04-28,14-001,04-92,04-89,xx-13,16-35,17-1,90-25,06-13,13-028,99-15,xx-08,9904,13-12 18-28,20-16,19-29,13-33,05-19,08-14,19-16,04-101,19-18,93-08,08-06,13-58,19-13,17-42,13-51
4" Fire Hose		14-008,13-020,01-21,12-16
Bedroom Doors	22	N/A



NEW BUSINESS

ACTION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Station 83 Flood Elevation Survey & Flood Hazard site Plan		
Executive member responsible for guiding the initiative:	Deputy Chief Ron Rasmussen		
Type of Action:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>Brief Description</p> <ul style="list-style-type: none"> • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 		
	<p>Snohomish County Planning Department is requiring Snohomish Regional Fire and Rescue to provide a FEMA Flood Elevation Certificate and to prepare a Flood Hazard Site Plan. Rice Fergus Miller has tasked Reid Middleton to conduct the site surveying and to provide the plan and flood certificate to meet the Snohomish County Planning Department's request. In an effort to keep initial costs down this was not added to original scope because it was felt that it would not be necessary.</p> <p>Due to the change in the original scope of services, staff are seeking Board approval to move forward.</p> <p>ADDITIONAL SCOPE OF SERVICES</p> <ol style="list-style-type: none"> 1. FEMA Elevation Certificate for Station #83. <ol style="list-style-type: none"> a. Perform field survey to identify elevations of finished floor, equipment, and adjacent grades. b. Reduce field notes and complete FEMA Elevation Certificate. 2. Prepare a flood hazard site plan in accordance with Snohomish County Planning and Development Services' standards, including: <ol style="list-style-type: none"> a. All property lines and easements. b. Location of all existing buildings. c. Location of source of flooding. d. Location of on-site septic system based upon health district as-builts. <p>The cost of this Flood Elevation Certificate is not included in the scope of services agreement with Rice Fergus Miller and will not exceed \$21,840 without approval from SRFR.</p>		
Financial Impact:	Expense:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease <input type="checkbox"/> N/A
	Revenue:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease <input type="checkbox"/> N/A
	Total amount of initiative (attach amount breakdown if applicable): \$		
	Initial amount: \$21,840		
	Long-term annual amount(s): \$		

	Currently Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: Budget Amendment Needed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$ • If yes: Fund(s)/line item(s) to be amended:
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Risk Assessment:	Risk if approved: Increased cost. Risk if not approved: The station 83 project will not move forward without the FEMA flood certificate or the flood hazard site plan
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Legal Review:	<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input checked="" type="checkbox"/> N/A
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Presented to, and Approved by, Senior Staff	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
--	--

For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input checked="" type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>
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RAB Executive: Confirmed email sent to Board by Fire Chief	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none">1. Senior Staff approval to move forward to a committee/board2. Initiatives are introduced to the appropriate committee for review3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item<ul style="list-style-type: none">o The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

2020056.00 Snohomish Regional Fire & Rescue - Station 83

AGREEMENT INFORMATION:

Date: March 9, 2021

AMENDMENT INFORMATION:

Amendment Number: 03

Date: August 11, 2022

OWNER: *(name and address)*

 Snohomish Regional Fire & Rescue (SRFR)
 163 Village Court
 Monroe, WA 98272

ARCHITECT: *(name and address)*

 Rice Fergus Miller, Inc.
 275 5th Street, Suite 100
 Bremerton, WA 98337

The Owner and Architect amend the Agreement as follows:
 Provide surveying services per attached Consultant Proposal.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Fixed Fee:

Reid Middleton: \$19,500.00 x 1.12 markup = \$21,840.00

Schedule Adjustment:

Not applicable.

SIGNATURES:
Rice Fergus Miller, Inc.
ARCHITECT *(Firm name)*
Snohomish Regional Fire and Rescue
OWNER *(Firm name)*

SIGNATURE

Gunnar Gladics, Principal

PRINTED NAME AND TITLE
August 11, 2022
DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

July 22, 2022
File No. 262021.038

Ms. Jessica Archer-Rucshner
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Subject: Agreement for Professional Surveying Services
Snohomish Regional Fire & Rescue Station #83

Dear Ms. Archer-Rucshner:

In response to your recent request for surveying services, we are pleased to submit the following proposal. We look forward to working with you on this project.

A. PROJECT LOCATION OR LEGAL DESCRIPTION

Snohomish Regional Fire & Rescue Station #83, located at 13717 Division Street, Snohomish, WA.

B. SCOPE OF SERVICES

1. FEMA Elevation Certificate for Station #83.
 - a. Perform field survey to identify elevations of finished floor, equipment, and adjacent grades.
 - b. Reduce field notes and complete FEMA Elevation Certificate.
2. Prepare a flood hazard site plan in accordance with Snohomish County Planning and Development Services' standards, including:
 - a. All property lines and easements.
 - b. Location of all existing buildings.
 - c. Location of source of flooding.
 - d. Location of on-site septic system based upon health district as-builts.
3. Provide additional services specifically requested by Rice Fergus Miller.

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C. PERIOD OF PERFORMANCE

Reid Middleton agrees to perform the above-described services following your confirmation of this agreement and to diligently pursue the project and make every reasonable effort to finish all items in a timely manner.

D. CLIENT'S RESPONSIBILITIES

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

E. COMPENSATION

1. For services described in Section B, Item 1, Reid Middleton shall be paid the lump sum of \$4,000.
2. For services described in Section B, Item 2, Reid Middleton shall be paid the lump sum of \$15,500.
3. For services described in Section B Item 3, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges, dated July 1, 2022 or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

William McCabe, P.L.S., will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

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

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

Jessica Archer-Rucshner
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If you have any questions or comments, please call me.

Sincerely,

ACCEPTED:

Reid Middleton, Inc.

Rice Fergus Miller



By _____

Title _____

William R. McCabe, P.L.S.
Survey Manager

Date _____

Attachments

kab\O:\21\038 Snohomish FD7 Station 83\Survey\Contract\Fire Station 83 Elevation survey
LetterAgrmntSV.docx\wrm

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2022 through June 30, 2023

I. Personnel	Hourly Rate
Principal	\$ 240.00 - \$ 275.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 215.00 - \$ 255.00
Associate	\$ 200.00 - \$ 215.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 185.00 - \$ 200.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 165.00 - \$ 185.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 145.00 - \$ 165.00
Designer I/Planner/CAD Technician II	\$ 130.00 - \$ 145.00
Project Administrator	\$ 125.00 - \$ 130.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 100.00 - \$ 125.00
Survey Crew (1 Person/RTK/Robotic/Scanning)	\$ 150.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	\$ 205.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 257.00

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

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

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

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

III. Reimbursable Expenses

Local Mileage - Automobile	\$ 0.625/mile
Local Mileage - Survey Truck	\$ 0.625/mile

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

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

IV. Client Advances

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

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement for Surveying Services

I. Payments

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

II. Additional Services

Additional Services shall include, without limitation, the following:

1. Replacing stakes unless destroyed by Reid Middleton;
2. Making revisions to drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
3. Providing services due to default or defective performance on the part of the construction contractor;
4. Providing services to address unanticipated site conditions; or
5. Providing other services beyond the scope of services described in the agreement.

III. Allocation of Risk

The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$50,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.

IV. Dispute Resolution

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

V. Miscellaneous

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

DRAFT

Machias Radio Site – Executive Summary

SNO911 is implementing a \$60M upgrade to the Countywide Public Safety Radio System. This project includes replacing equipment at radio sites, replacing all radios used by first responders as well as adding new radio sites to increase coverage and footprint. SNO911 is planning to execute a change order that will remove the Machias radio site from the system. The removal of this site has lasting impacts in terms of coverage in the geographical area and funding already spent on this site that is unrecoverable.

Machias Radio Site In Original Project Scope

The major contract with Motorola included the Machias site in the project scope. This was signed in December of 2018 and contemplated a radio site at Fire Station 83. There is no written agreement found that formalized the approval or land lease to build the site. In Spring of 2020, SNO911 received word from SRFR that the site may interfere with an anticipated expansion of Fire Station 83 and was no longer authorized. **SNO911 understands that a remodel of Fire Station 83 has been completed with no expansion of foot print.**

What Work Has Been Completed

Motorola, through their subcontractors and direction from the project team, have completed all design tasks and permits were submitted. Permit land use signs were just being installed This includes: the engineering, structural analysis, power analysis, and all site design to install the 120 foot lattice communications tower, communication shelter within a 50' x 50' fenced in area. This already completed work adds up to approx. \$290K. If this site is removed from the project, the work completed will not be transferable to another site in the future and is essentially lost.

Coverage Impact If The Site Is Removed

The new radio system is migrating to digital technology. This means there will be changes in coverage experienced by emergency responders. Areas that may be described as “scratchy but understandable” today may simply be “dead areas” following the switch to digital. The Machias radio site was included in the original project scope to fill in the geographical areas in the Machias valley. This change in technology and resulting coverage impacts is known as the “digital divide”. **Users already experience holes in system coverage today. When the system moves to digital the holes they experience today are expected to get bigger.** There are no alternatives sites under consideration.

Options

1. Reconsider allowing the original site, in the original location, to be installed as designed.
 - a. A planned remodel is in work at Station 83 with no change in physical footprint.
 - b. SNO911 is willing to fund the relocation of the training equipment.
2. Wait until digital cutover and future coverage analysis is completed. While there is funding set aside for future coverage needs, to add new sites in the future is at minimum a 2-3 year process.



EXECUTIVE SESSION

