



Snohomish County  
**FIRE DISTRICT 7**  
*Earning Trust Through Action*

# **SEMIMONTHLY ACTIVITY REPORT**

**February 5, 2019**

**7:00 PM**

**Administration Building / Monroe**

**SNOHOMISH COUNTY FIRE DISTRICT #7  
WASHINGTON**

# AGENDA



# Snohomish County FIRE DISTRICT 7

*Earning Trust Through Action*

## BOARD OF FIRE COMMISSIONERS REGULAR MEETING AGENDA

Snohomish County Fire District 7  
Administration Building / Monroe, WA

7:00 PM

Tuesday, February 5, 2019

1. **Open the Meeting of February 5, 2019**
2. **Pledge of Allegiance**
3. **General Public Comment**
4. **Union Comment**
  - A. IAFF
  - B. Teamsters
5. **Dr. Sikora Executive Summary of Organizational SWOT**
6. **Fire Chief Report**
  - A. As presented
7. **Consent Agenda**
  - A. Review Vouchers:
    - 1) Vouchers: #271-19 – #373-19; (\$310,135.92) – Previously Approved
  - B. Approve Payroll:
    - 1) Payroll: January 31, 2019; (\$1,460,898.34) – Includes SL Buy Back
  - C. Approval of Minutes
    - 1) Approve Regular Meeting Minutes – January 17, 2019
  - D. Secretary's Report on Correspondence
    - 1) Families of Monroe Police and Fire District 7 donated \$500 to the Monroe Food Bank.
    - 2) Coker Resignation Letter
8. **Discussion Item**
  - A. DRAFT Petition – Lake Stevens Fire to Merge into Fire District 7
  - B. DRAFT Co-Staffing Agreement for Station 13
9. **Action Item**
  - A. Resolution 2019-3 - Change to Board Meeting Schedule for 2019
  - B. Resolution 2019-4 - Course Registration Fees 1-30-2019

**10. Commissioner Committee Reports:**

- A. Joint Fire Board with Mill Creek (Fay / Woolery / Waugh)
  - 1) **TBD / Station 71**
- B. Finance Committee (Waugh / Wells / Snyder)
  - 1) **TBD / Admin Building**
- C. Policy Committee (Wells / Woolery / Schaub)
  - 1) Monday, January 28, 2019 – 15:00 / Admin Bldg.
- D. Safety Committee (Fay / Schaub)
  - 1) Monday, February 18, 2019 – 18:00 / Station 71
- E. Risk Management (Schaub)
  - 1) Tuesday, April 23, 2019 – 19:00 / Snohomish Co. FD 22
  - 2) August 27, 2019 – 19:00 / Snohomish Co. FD 22
  - 3) November 5, 2019 – 19:00 / Snohomish Co. FD 22
- F. Labor / Management (Waugh / Wells / Fay)
  - 1) TBD
- G. Shop Committee – (Snyder / Woolery / Fay)
  - 1) TBD / Admin Bldg.
- H. Strategic Plan Committee – (Fay / Schaub / Wells)
- I. Capital Facilities Committee - (Schaub / Snyder / Woolery)
  - 1) Station 33
  - 2) Station 72
  - 3) Station 32
  - 4) Station 76

**11. Other Meetings Attended:**

- A. Snohomish County 911 (Waugh)
- B. Regional Coordination
  - 1) Joint Fire Board Meeting – Lake Stevens / District 7  
February 6, 2019 – 18:00 / Station 31
- C. Leadership Meeting (Fay / Schaub / Wells)
  - 1) Thursday, February 21, 2019 – 09:00 / North Creek Community Church
- D. Sno-Isle Commissioner Meeting
- E. Thursday, February 7, 2019 – 19:30
- F. SR 522 Coalition Meeting (Woolery / Silva)
  - 1) TBD
- F. Joint Leadership Team Building Retreat (Schaub)
  - 1) Monday, February 11, 2019 – 08:00 – Wednesday February 13, 2019 – 17:00  
Camp Orkila / Orcas Island

**12. Old Business:****13. Call on Commissioners:****14. Attendance Check:**

- A. Wednesday, February 6, 2019 – 18:00 / Station 31 Training Room
- B. Thursday, February 28, 2019 - 15:30 / District 7 Admin Building

**15. Executive Session:**

# **FIRE CHIEF REPORT**



# Snohomish County FIRE DISTRICT 7

*Earning Trust Through Action*

To: Board of Fire Commissioners  
From: Gary A. Meek, Fire Chief  
Subj: Fire Chief Report for February 5, 2019

## **Fire Chief's Report:**

1. Admin Staff member Mindy Leber has completed the review and release of the public records requests that have been made to date by a previous employee. Thank you to Mindy for all her hard work and patience in this process. She has done a great job on this assignment.
2. Staff members continue preparing for the upcoming mediation and ULP's.  
Below is the list of the scheduled hearings:
  - a. Grievance – Pereira Termination, February 26 – 28, 2019, 09:30 – 17:00, Station 31 Training Room
  - b. Station 33 Mediation, Date and Time TBD
3. Division Staff personnel from District 7 and Lake Stevens Fire continue to meet to develop our plan for moving forward. We conducted several works sessions for Fire Board members to review the details of the forecasting model and to answer any questions as to the financial health of both fire districts and of the merged organization. This overview will be presented at our joint meeting on Wednesday, February 6<sup>th</sup> at Station 31 in Monroe.
4. The Sno-Isle Commissioners banquet was held on January 26<sup>th</sup>. Three Commissioners from Fire District 7 were sworn in to their positions on the Sno-Isle Board. Leslie Jo Wells – Secretary, Roy Waugh – Vice President and Randy Fay – Trustee. Congratulations to these Commissioners and thank you for all your hard work.
5. During the last two weeks, Fire District 7 contracted with Global Carpet & Floor Care to clean the carpets in the leased space in the Admin Building. We received notification from the tenants that a police report had been filed and there was credible evidence that one of Global's employees compromised some confidential information in one of the work cubes by taking and sharing photos of documents. Chief Guptill quickly addressed the situation to the satisfaction of the tenants and will contract with a different company in the future for these services. Thank you to Steve for his immediate and professional handling of the sensitive situation.
6. Several of our members recently purchased toy ride-on fire trucks and delivered them to Harbor View while there visiting the children's center. Thank you to these members for carrying on the goals and values of Fire District 7. Special thanks to Probationary Firefighter Johnson Brooks for coming up with this idea, Battalion Chief Evan Adolf and Probationary Firefighters' Noah Young, Jacob Eldredge, Bryce Human, Benjamin Bloomquist, and Jesse Abercrombie for pitching in on the purchase and supporting this great idea (see attached photo).
7. Per my request to Mill Creek City Manager Bob Stowe the Mill Creek Council has appointed 3 of its members (Pam Pruitt, Mark Bond, and Vince Cavaleri) to serve on a board or committee for the purpose of maintaining a strong relationship with Fire District 7. They will await to hear from us regarding dates to begin these meetings.
8. I am requesting the approval of the Board to sign the Interlocal agreements allowing the three identified agencies to piggyback on the District's bid for Levrum Technologies (Code 3 Strategist) software (see attached).
9. The District has received the notice to retire from Captain Cindy Coker. Her last day was Thursday, January 31<sup>st</sup>. The District wishes her the best in her new life chapter and wants to thank her for many years of service to the District 7 community (see attached letter in Correspondence Section).
10. During the recent holiday season, family members of Fire District 7 personnel participated in a fund raising campaign to support the Sky Valley Food Bank. Thank you to these family members for supporting the goals and values of Fire District 7 and our communities (see attached certificate).

11. Interviews for entry level firefighter were conducted during the week of January 15. 5 candidates were offered conditional employment pending the background checks and medical physicals. These new personnel are scheduled to start on February 16<sup>th</sup> (18<sup>th</sup> will be first day) and report to the Snohomish County Consortium Training Academy on February 21<sup>st</sup>.
12. Chief O'Brien and I are developing the agenda for the Joint Commissioner Meeting scheduled for February 6<sup>th</sup>. We expect to send this out February 4<sup>th</sup>.
13. Dr. Pat Sikora will be at our meeting to conduct an executive summary of the Organizational SWOT conducted over the past 3 months. Staff / Commissioners will work on and discuss this report at our upcoming retreat. Following the retreat I will be prepared to release the document to the entire district.
14. Notice / Reminder – The meeting previously scheduled for Tuesday, February 19<sup>th</sup> has been canceled as a result of the meeting schedule change as adopted by Resolution 2019-3.







**COOPERATIVE PURCHASING AGREEMENT**

This Agreement is entered into by and between Snohomish County Fire Protection District No. 7 (hereinafter "Lead Agency") and East Pierce Fire and Rescue (hereinafter "Piggybacking Agency"), who shall hereinafter be referred to as the Parties, for purposes of facilitating cooperative purchasing.

WHEREAS, RCW 39.34.030 (5)(b) permits the Lead Agency to relieve the Piggybacking Agency of its obligation to provide notice for bids or proposals required by law if the Lead Agency complied with its own statutory requirements when awarding a particular contract;

WHEREAS, both Parties are authorized by RCW 52.12.021 to enter into any and all necessary contracts;

WHEREAS, on January 9, 2018, the Lead Agency issued a request for proposal—attached hereto as Exhibit B—in accordance with RCW 39.04.270; this RFP sought vendors of Statistical Predictive Call-Load Simulation and Analysis Software (hereinafter "Software");

WHEREAS, the Lead Agency received proposals from two vendors, those being Levrum Technologies (Code 3 Strategist) and DECCAN International; the Lead Agency awarded the contract for Software to Levrum Technologies based on price and other factors (hereinafter the "Original Award");

WHEREAS, the Parties believe it to be in the best interest of the public to enter into this Agreement, which permits the Piggybacking Agency to contract directly with Levrum Technologies (hereinafter "Levrum") based on the Original Award.

HERETOFORE, in exchange for the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **Original Award.** To the best of its knowledge and belief, the Lead Agency, when making the Original Award, notified Levrum that other agencies may purchase the Software directly from Levrum based on the Original Award, which is attached to this Agreement as Exhibit A and is incorporated herein.
2. **Piggybacking.** The Lead Agency hereby agrees that the Piggybacking Agency may purchase the Software directly from Levrum based on the Original Award.
3. **Assets.** No property shall be exchanged between the Parties during the performance of this Agreement, and this Agreement does not provide for the joint acquisition of assets.
4. **No New Agency.** No partnership, joint venture or other agency relationship is created by this Agreement.
5. **Administration.** This Agreement shall be administered by the Fire Chiefs of each Party.

ORIGINAL

6. **Term.** This Agreement shall terminate when either Party gives the other Party two weeks' written notice of its intent to terminate the Agreement; such notice, or any other written notice, may be provided by electronic mail at addresses specified by the Parties.
7. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention, written or oral, has been made by the Parties which is not embodied herein. This Agreement may not be modified or contradicted except in a writing signed by both Parties.
8. **Miscellaneous.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties. This Agreement is entered into and shall be governed by the law of the State of Washington. The failure of either party to insist upon strict performance of this Agreement shall not affect the right of that party to insist upon strict performance at a later time. If any provisions of this Agreement or its application are held invalid, the remainder of this Agreement shall not be affected. The Recitals set forth at Page 1 of this Agreement are for convenience only and shall not impact this Agreement.
9. **Signatories.** Both Parties warrant that the Fire Chiefs of each agency have been delegated the authority to sign and execute this Agreement by the governing bodies of their respective agency. This Agreement may be executed in counterparts and shall become effective upon execution of the last-dated signature below.

**For the Lead Agency:**

\_\_\_\_\_  
Fire Chief

Dated:

**For the Piggybacking Agency:**

  
\_\_\_\_\_  
Fire Chief

Dated:

12/12/18

## COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into by and between Snohomish County Fire Protection District No. 7 (hereinafter “Lead Agency”) and Pierce County Fire Protection District No. Five (hereinafter “Piggybacking Agency”), who shall hereinafter be referred to as the Parties, for purposes of facilitating cooperative purchasing.

WHEREAS, RCW 39.34.030 (5)(b) permits the Lead Agency to relieve the Piggybacking Agency of its obligation to provide notice for bids or proposals required by law if the Lead Agency complied with its own statutory requirements when awarding a particular contract;

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2. **Piggybacking.** The Lead Agency hereby agrees that the Piggybacking Agency may purchase the Software directly from Levrum based on the Original Award.
3. **Assets.** No property shall be exchanged between the Parties during the performance of this Agreement, and this Agreement does not provide for the joint acquisition of assets.
4. **No New Agency.** No partnership, joint venture or other agency relationship is created by this Agreement.
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**For the Lead Agency:**

\_\_\_\_\_  
Fire Chief

Dated:

**For the Piggybacking Agency:**

John F. Burgess  
Fire Chief

Dated: 12/13/18



## COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into by and between Snohomish County Fire Protection District No. 7 (hereinafter “Lead Agency”) and Pierce County Fire Protection District No. 21 (hereinafter “Piggybacking Agency”), who shall hereinafter be referred to as the Parties, for purposes of facilitating cooperative purchasing.

WHEREAS, RCW 39.34.030 (5)(b) permits the Lead Agency to relieve the Piggybacking Agency of its obligation to provide notice for bids or proposals required by law if the Lead Agency complied with its own statutory requirements when awarding a particular contract;

WHEREAS, both Parties are authorized by RCW 52.12.021 to enter into any and all necessary contracts;

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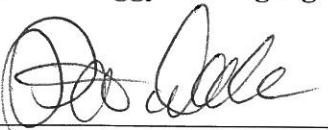
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9. **Signatories.** Both Parties warrant that the Fire Chiefs of each agency have been delegated the authority to sign and execute this Agreement by the governing bodies of their respective agency. This Agreement may be executed in counterparts and shall become effective upon execution of the last-dated signature below.

**For the Lead Agency:**

\_\_\_\_\_  
Fire Chief

Dated:

**For the Piggybacking Agency:**

\_\_\_\_\_  


Fire Chief

Dated: 12-21-18


with deep appreciation for  
**Making a Difference**  
**Providing Heartfelt & Generous Donations**  
thereby

and

## RESTORING HEALTH AND HOPE TO THOSE IN NEED

Sky Valley Food Bank, Monroe  
2019

*Cindy Chessie*  
Cindy Chessie, Executive Director

  
Jennifer Reasoner, Outreach Director

# **CONSENT AGENDA**

SNOHOMISH COUNTY FIRE DISTRICT # 7BLANKET VOUCHER APPROVAL

PAGE NO. 1

Voucher No.	Vendor Name	Total
271 - 19	AJ'S Landcare	5,368.45
272 - 19	AJ'S Landcare	1,945.01
273 - 19	AJ'S Landcare	595.41
274 - 19	Alderwood Water District	96.78
275 - 19	All Battery Sales & Service	31.38
276 - 19	Aramark	145.96
277 - 19	Aramark	21.84
278 - 19	Best Tree Service	3,753.75
279 - 19	Best Tree Service	2,252.25
280 - 19	Bickford Motors, Inc	487.80
281 - 19	Bound Tree Medical, LLC	695.64
282 - 19	Brad Talley	3,000.00
283 - 19	Chmelik Sitkin & Davis	1,624.04
284 - 19	Citi Cards	570.33
285 - 19	Columbia Southern University	642.50
286 - 19	Craig B. Clinton	343.00
287 - 19	Cressy Door Company, Inc.	9,378.81
288 - 19	CRJ Construction Co	5,378.10
289 - 19	David Swearingen	220.00
290 - 19	Department of Retirement Systems	7,614.47
291 - 19	Dept. Graphics	2,243.37
292 - 19	DiMartino Associates Inc	12,230.81
293 - 19	DiMartino Associates Inc	1,244.82
294 - 19	DiMartino Associates Inc	3,516.30
295 - 19	DiMartino Associates Inc	842.12
296 - 19	Employment Security Dept.	4,788.50
297 - 19	EMS Technology Solutions	45.00
298 - 19	Evergreen Sanitation, Inc.	673.13
299 - 19	Fastenal	72.47
300 - 19	First Watch	403.00
301 - 19	Freightliner Northwest	636.32
302 - 19	Frontier	498.54
303 - 19	Galls	655.43
304 - 19	Gary Fatkin	607.50
305 - 19	Grainger	499.94
306 - 19	Grainger	4.19
307 - 19	Great Floors	5,193.00
308 - 19	Great Floors	19,093.88
309 - 19	Highway Auto Supply	88.00
310 - 19	HRA VEBA Trust	1,093.58
311 - 19	HRA VEBA Trust	3,375.00
312 - 19	HRA VEBA Trust	2,450.00

SNOHOMISH COUNTY FIRE DISTRICT # 7BLANKET VOUCHER APPROVAL

PAGE NO. 2

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Voucher No.	Vendor Name		Total
313	- 19 HRA VEBA Trust		56,850.00
314	- 19 HRA VEBA Trust		16,000.00
315	- 19 HRA VEBA Trust		1,511.00
316	- 19 ISOOutsource		8,085.75
317	- 19 Kent Bruce Co.,LLC		43.91
318	- 19 L. N. Curtis & Sons		1,552.13
319	- 19 MacDonald-Miller		161.83
320	- 19 MacDonald-Miller		485.49
321	- 19 Mayes Testing Engineers		2,125.00
322	- 19 MicroAge		5,277.19
323	- 19 MicroAge		16,026.55
324	- 19 Mobile Health Resources		732.70
325	- 19 Northwest Safety Clean		169.09
326	- 19 Norwest Business Services, Inc		359.40
327	- 19 Norwest Business Services, Inc		1,847.40
328	- 19 NRS		584.42
329	- 19 Office Depot		526.26
330	- 19 Office Depot		266.49
331	- 19 Oreilly Automotive		245.91
332	- 19 Orkin		621.01
333	- 19 Orkin		56.51
334	- 19 PayChex Inc		2,319.65
335	- 19 Petro Card		312.29
336	- 19 Petro Card		38.52
337	- 19 Petty Cash		65.00
338	- 19 Pride Electric, Inc		2,439.67
339	- 19 Pro Comm		575.83
340	- 19 Professional Building Services, Inc		525.00
341	- 19 Professional Building Services, Inc		2,445.00
342	- 19 Puget Sound Energy		2,156.71
343	- 19 Puget Sound Energy		341.45
344	- 19 Puget Sound Energy		408.57
345	- 19 Rairdon's Dodge		278.42
346	- 19 Rice Fergus Miller		1,595.00
347	- 19 Ricoh USA, Inc		297.99
348	- 19 Ricoh USA, Inc		435.60
349	- 19 S&P Design		88.45
350	- 19 Seaport		2,309.45
351	- 19 Snohomish Aquatic Center		121.00
352	- 19 Snohomish County Fire Chief's Assn.		503.71
353	- 19 Snohomish County Fire District #26		500.00
354	- 19 Snohomish County P.U.D. #1		1,575.87



SNOHOMISH COUNTY FIRE DISTRICT # 7BLANKET VOUCHER APPROVAL

PAGE NO. 3

Voucher No.	Vendor Name	Total
355 - 19	South Snohomish County Fire Rescue - SOPB	20,388.17
356 - 19	Speedway Chevrolet	669.46
357 - 19	State Auditor's Office	1,519.01
358 - 19	Strands Home Furnishings, Inc	3,485.66
359 - 19	Systems Design	8,672.50
360 - 19	TCA Architecture	7,798.63
361 - 19	Town & Country Tractor	36.26
362 - 19	True North Emergency Equipment	592.81
363 - 19	Trusted Plans Service Corp	17,826.95
364 - 19	Trusted Plans Service Corp	5,023.28
365 - 19	Trusted Plans Service Corp	922.64
366 - 19	Tyler Compton	175.00
367 - 19	Tyler Technologies, Inc	625.00
368 - 19	Verax Chemical Company	463.86
369 - 19	Verizon Wireless	1,160.90
370 - 19	Verizon Wireless	2,471.03
371 - 19	Washington State F.F. Association	165.00
372 - 19	Wave Business	541.92
373 - 19	Wellspring Family Services EAP	316.20
<b>Grand Total</b>		<b>310,135.92</b>

We the undersigned Board of Fire Commissioners of Snohomish County Fire District #7, do hereby certify that the materials have been received or the services rendered as hereinafter specified and that the Vouchers #'s \_\_\_\_\_ - 19 through \_\_\_\_\_ 373 - 19 are approved for payment in the amount of \$310,135.92 for the month of \_\_\_\_\_ February 5, 2019.

  
Commissioner

\_\_\_\_\_  
Commissioner

  
Commissioner

\_\_\_\_\_  
Commissioner

  
Commissioner

\_\_\_\_\_  
Commissioner

  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest to:

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

Date:

\_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO 7 - S948**  
**163 VILLAGE COURT**  
**MONROE, WA 98272-0000**

**CHECK DATE :** 01/31/2019 WEEK 4  
**PERIOD BEGIN :** 01/16/2019  
**PERIOD END :** 01/31/2019

Dear Paychex Preview Client,

Enclosed are your payroll reports and checks. Please verify that all information is accurate and correct.  
 If there are any questions or concerns, please contact us immediately.

If you have tax deposits due, ensure the deposits are initiated at least one banking day prior to the due date to avoid penalties. We will assume that these deposits were made on the due dates and they will be reflected on your returns accordingly.

This is a summary of your payroll transactions of the check date of 01/31/2019. It does not reflect miscellaneous administrative charges. Please refer to your Paychex Human Resource Services invoice(s) for any additional cash required for this check date.

**PAYROLL TOTALS**

DIRECT DEPOSIT DEBITED FROM YOUR ACCOUNT	865411.04		
READYCHEX DEBITED FROM YOUR ACCOUNT	13237.75	NUMBER OF PAYROLL CHECKS	194
<b>TOTAL NET PAYROLL</b>	<b>878648.79</b>		
 AGENCY CHECKS	 347759.63	 NUMBER OF AGENCY CHECKS	 15
 AMOUNT DEBITED FROM GPS ACCOUNT(S)	 750.00		
AMOUNT DEBITED FROM TAX ACCOUNT	233739.92		
TOTAL TAX LIABILITY DUE BY CLIENT	0.00		
<b>TOTAL TAX LIABILITY</b>	<b>233739.92</b>	<b>NUMBER OF CHECKS PRINTED</b>	<b>209</b>
<b>TOTAL NET PAYROLL, TAX LIABILITY, AND SERVICES</b>	<b>1113138.71</b>		
<b>TOTAL COST OF PAYROLL</b>	<b>1460898.34</b>	NUMBER OF MANUAL/VOID TRANSACTIONS	0

**AGENCY TOTALS**

GPS	750.00	Deposit made by PAYCHEX INC. on your behalf.
NON-GPS	347759.63	You are responsible for making the deposit on or before the due date.

**TAX DEPOSITS DUE**

TAX AGENCY	TAXPAY	NON-TAXPAY	DUE DATE
FEDERAL	233739.92		02/01/2019 Deposit made by PAYCHEX INC. on your behalf.

**Summary Minutes of the Regular Board Meeting  
January 15, 2019**

Commissioner Waugh called the meeting of the Board of Fire Commissioners to order at 1900 hours. Commissioners Fay, Schaub, Snyder, Waugh, Wells and Woolery were present.

**AGENDA CHANGES:**

Addition: An email from the PFC was added to the Secretary's Report on Correspondence.

**GENERAL PUBLIC COMMENT:** None.

**UNION COMMENT:** None.

**CHIEF'S REPORT**

Chief Meek discussed items from the Chief's Report.

**CONSENT AGENDA**

**A. Voucher Approval:**

- Vouchers #105-19 through #270-19 in the amount of \$928,359.89.

**B. Payroll Approval:**

- The January 15, 2019 regular pay was submitted for approval in the amount of \$931,962.55

**C. Approval of Minutes**

- 1) Approve Regular Meeting Minutes of January 2, 2019
- 2) Approve Joint Board Workshop Minutes of January 8, 2019

**D. Secretary's Report on Correspondence:** Letter from PDC

**MOTION:** Commissioner Snyder moved and Commissioner Woolery seconded to approve the above consent agenda items. On vote, **Motion Carried 6/0**

**DISCUSSION ITEMS:**

**A. Joint Board meeting with Lake Stevens Fire**

Chief Meek noted that he had not yet received any proposed dates yet from Lake Stevens and will let the board know as soon as he receives them.

Commissioner Waugh expressed concern regarding how Lake Stevens and Fire District 7 Boards do business vision wise, specifically in regards to the consolidation model after a merge, issue of sold bonds prior to the merge, the merged financial model, how the commissioner pay is handled, and a 5 or 7 commissioner board. Commissioner Schaub noted he was supportive of the merger and feels it would be wise to have a seven member board in the merger for the sake of the community having adequate representation. It was recommended that if the board decided they'd like to have a seven member board that they vote to change that after the merge. It was recommended to have a half day retreat to discuss these topics.

**ACTION ITEMS:**

**A. Resolution 2019-2 Change to Board Meeting Schedule for 2019**

**MOTION:** Commissioner Woolery moved and Commissioner Wells seconded to approve Resolution 2019-2 Change to Board Meeting Schedule for 2019 changing the meetings to the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of every month effective February 28th. On vote, **Motion Carried 6/0**

**COMMISSIONER COMMITTEE REPORTS**

- A. Policy Committee:** Meeting next January 28, 2019 1500 Admin Building.
- B. Safety Committee:** Meeting next January 21, 2019 at 1800 Station 71
- C. Shop Committee:** Commissioner Fay will be taking Commissioner Schaub position on this committee.
- D. Capital Facilities Committee:** Meets next January 16<sup>th</sup> to brief the committee. AC Guptill updated the board that he did a deposition for Mosbrucker versus Allied. He spoke on his testimony between Allied and Mosbrucker and the change order disputes that are still open. His testimony was mainly related to one countersuit topic that Allied brought back against Mosbrucker stating that Mosbrucker interfered with negotiations between Allied and the District on settling the two large remaining change order disputes. He will probably be called out for the next round of proceedings.

**OTHER MEETINGS ATTENDED**

- A. Snohomish County 911:** Meeting Thursday January 17, 2019
- B. Regional Coordination:** Joint Commissioner Workshop, January 8<sup>th</sup> 6pm Lake Stevens Conference Center.
- C. Leadership Meeting:** Meets next February 21, 2019 0900 at North Creek Community Church.
- D. Sno-Isle Commissioner Meeting:** Meets January 26<sup>th</sup> 1930 at Shawn O'Donnell's.
- E. SR 522 Coalition Meeting:** Met January 9<sup>th</sup> Public Meeting at Monroe City Council Chambers 1830.
- F. Joint Leadership Team Building Retreat:** Scheduled for February 11, 2019 at 0800 – February 13, 2019 1700 at Camp Orkila, Orcas Island. Commissioner Schaub plans to attend.

**OLD BUSINESS:** None

**CALL ON BOARD:** None

**ATTENDANCE CHECK**

All board members in attendance noted they would be available for the Regular Board Meeting Thursday February 5, 2019 at 1900 in the Administration Building.

**EXECUTIVE SESSION:** None

The meeting was adjourned at 1930 pm by Commissioner Waugh.

**Snohomish County Fire District #7**

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Jamie Silva  
Secretary of the Board



# Snohomish County FIRE DISTRICT 7

*Earning Trust Through Action*

Jan 18, 2019

SCFD#7  
Board of Commissioners  
163 Village Ct.  
Monroe, WA. 98272

Dear Board of Commissioners,

Please accept this letter as notice of my resignation from Snohomish County Fire District #7 effective Jan 31, 2019.

Although I had hoped to complete 25 years of service by working to the end of this year and had also intended to give, per Policy 45, the requested 30 days' notice regarding separation of service, my family situation is precluding me from doing so.

With the passing of my mom, and my dad's need for full time care, I must put my family first and it is necessary that I leave now in order to care for my father.

I respectfully request that I receive the post-retirement medical as outlined in resolution 2009-14.

Respectfully,

  
Cindy Coker



## **DISCUSSION ITEMS**

## LAKE STEVENS FIRE PETITION

**A PETITION** of the Board of Commissioners of Lake Stevens Fire to the Board of Commissioners of Snohomish County Fire Protection District No. 7 to approve the merger of Lake Stevens Fire into Snohomish County Fire Protection District No. 7.

**WHEREAS**, the Board of Commissioners of Lake Stevens Fire recognizes that the communities of both fire districts will continue to grow and that it must diligently plan for this growth so that it may continue to provide excellent fire and medical emergency services; and

**WHEREAS**, the Board of Lake Stevens Fire has determined that Snohomish County Fire Protection District No. 7 is geographically located in such a manner that the governance, management and services of the merged Districts could be delivered effectively; and

**WHEREAS**, the Board of Lake Stevens Fire believes that by merging Lake Stevens Fire into Fire District No. 7, the new fire district will be able to provide the organizational structure, legislative control, administrative organization, funding, and operation necessary to better manage the impending growth of the communities in which both fire districts serve while increasing the fire and emergency medical services thereto; and

**NOW THEREFORE, PURSUANT TO ITS AUTHORITY IN RCW 52.06.020, THE BOARD OF COMMISSIONERS OF LAKE STEVENS FIRE HEREBY DECLARES THAT DISTRICT No. 7 IS WITHIN REASONABLE PROXIMITY OF LAKE STEVENS FIRE AND HEREBY PETITIONS THE BOARD OF COMMISSIONERS OF SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 TO APPROVE THE PETITION OF LAKE STEVENS FIRE TO MERGE INTO SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7 SUBJECT TO THE CONDITIONS STIPULATED IN ADDENDUM "A" ATTACHED HERETO.**

**ADOPTED** by the Commission of Lake Stevens Fire, this \_\_\_\_\_ day of February, 2019, and duly authenticated in open session by signatures of the Commissioners voting in favor thereof and the seal of the Commission duly affixed.

Lake Stevens Fire

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Board Secretary

## **ADDENDUM A**

1. To the best extent possible, all employees of Lake Stevens Fire will be integrated into the combined workforce of the new merged District considering their current position and working conditions.
2. The new merged District shall endeavor to maintain or improve staffing levels in all geographic areas of the new merged District.

**INTERLOCAL AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY FIRE DISTRICT #7  
AND  
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY  
FOR  
CO-STAFFING RFA STATION 13**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into by and between **SNOHOMISH COUNTY FIRE DISTRICT #7**, a municipal corporation (the "District"), and **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "RFA").

**WHEREAS**, the District and the RFA each provide fire and emergency medical services;

**WHEREAS**, the District owns, operates and maintains Station 77 (the "Gold Creek Station") located at 6610 Snohomish-Cascade Drive, Snohomish, Washington, with three (3) personnel, a fire engine, and an aid unit.

**WHEREAS**, the RFA owns, operates and maintains Station 13 (the "Silver Firs Station") located at 13611 Puget Park Drive, Everett, Washington, three (3) personnel, a fire engine, and a paramedic unit.

**WHEREAS**, the Gold Creek Station and Silver Firs Station are less than two (2) miles distant from each other;

**WHEREAS**, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery;

**WHEREAS**, in lieu of operating the Gold Creek Station, the District and RFA desire to jointly staff and operate the Silver Firs Station to provide fire and emergency medical services in accordance with the terms of this Agreement; and

**WHEREAS**, the District and the RFA are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the District and the RFA to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **I. PURPOSE**

The purpose of this Agreement is to establish a contractual arrangement under which the District and the RFA jointly staff and operate the Silver Firs Station to provide fire protection and emergency medical services in accordance with the terms of this Agreement.

## II. TERM

This Agreement shall become effective on \_\_\_\_\_, 2019 (the "Effective Date"). All terms and conditions of the Agreement shall remain in full force and effect until terminated as provided herein. Either Party may terminate this agreement by providing the other Party with written notice of their intention to terminate; provided, however, the effective date of terminate of this Agreement shall be no earlier than one (1) year following the date the Party provides such notice. In no case shall a Party provide notice of their intention to terminate during the first two (2) years following the Effective Date.

## III. STAFFING

**3.1 Shifts.** The Silver Firs Station will be staffed with four shifts: A-Shift, B-Shift, C-Shift and D-Shift.

### 3.2 Employee Staffing.

3.2.1 The Parties shall supply the following personnel for each shift:

Shift	District	RFA
A and C	One (1) Lieutenant/Paramedic One (1) Driver Operator One (1) Firefighter One (1) Battalion Chief	One (1) Firefighter One (1) Firefighter/Paramedic
B and D	One (1) Firefighter One (1) Firefighter/Paramedic	One (1) Captain/Paramedic One (1) Engine Operator One (1) Firefighter/Paramedic One (1) Battalion Chief

3.2.2 Except for the Battalion Chief, each employee shall be assigned exclusively to the Silver Firs Station during their shift.

**3.3 Supervision.** The Battalion Chief shall supervise the general operations of the station, and the duties and direction of the company officer and other personnel assigned at the Silver Firs Station. In the event of personnel issues involving District/RFA personnel arise which may be appropriate for disciplinary action, the agency of employment may take appropriate action based on its internal procedures for such action.

**3.4 Not Employees of Other Party.** The employees assigned to the Silver Firs Station shall remain employees of their respective agencies at all times and shall not be deemed loaned employees.



#### IV. SILVER FIRS STATION

**4.1 Use of Station.** The RFA shall provide the Silver Firs Station and all necessary station equipment, furnishings, and supplies. Subject to the indemnification provisions herein, the RFA shall be solely responsible for maintenance and repair of the Silver Firs Station.

**4.2 Compliance.** The District will ensure that its personnel assigned to the Silver Firs Station comply with all RFA policies and procedures applicable to being assigned at an RFA fire station.

**4.3 Utilities.** The RFA shall be solely responsible for all utility charges incurred at the Silver Firs Station.

#### V. APPARATUS

**5.1 Apparatus and Associated Equipment.** The District shall assign one (1) fire engine, one (1) Emergency Medical Service medic unit and provide all usual and customary apparatus equipment and supplies, (collectively the "Designated Apparatus") to the Silver Firs Station. Subject to the indemnification provisions herein, the District shall be solely responsible for maintenance, replacement and repair of the Designated Apparatus.

**5.2 Compliance.** The Designated Apparatus and equipment provided by the District for the purpose of this Agreement shall meet all statutory and regulatory requirements, including, without limitation, those set forth in Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC.

#### VI. JOINT OPERATION

**6.1 Mutual Cooperation.** This Agreement shall be implemented and administered by the Fire Chiefs of the District and RFA, or their respective designees. The Fire Chiefs shall meet and confer as needed concerning the operation and implementation of this Agreement.

**6.2 Concurrent Emergencies.** Responses to concurrent emergencies may be determined by the Battalion Chief based upon his or her operational judgment and without regard to where the emergency is located. The Battalion Chief shall have discretion as to which incident shall be answered first, and shall be the sole judge to the most expeditious manner of handling and responding to such incident.

**6.3 Ownership.** All property to be used, provided, and/or acquired by either Party for the purposes of this Agreement shall remain the separate property of that Party.

#### VII. LIABILITY

**7.1 Acts of Employees.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only.

## 7.2 **Indemnification.**

- 7.2.1 To the fullest extent permitted by law and subject to the following conditions, each Party (the "Indemnitor") shall defend, indemnify and hold harmless the other Party, and its elected officials, volunteers, officers, agents, employees, attorneys, and insurers (collectively, the "Indemnitees") from demands, claims, fine, penalty, suits, judgments, or liability for loss or damage (including, but not limited to, reasonable attorneys' fees) arising from or related in any way to the negligent and willful acts or omissions of Indemnitor under this Agreement.
- 7.2.2 Indemnitor's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of the Indemnitees. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of the Indemnitor or its officer, employee or agent and the Indemnitees, their officers, employees or agents, this indemnity provision shall be enforceable only to the extent of the negligence of the Indemnitor, its officers, employees, or agents.
- 7.2.3 FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE INDEMNITOR BY THE INDEMNITEES UNDER SUCH INDEMNIFICATION PROVISION, THE INDEMNITOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

**The District's Initials:** \_\_\_\_\_ **The RFA's Initials:** \_\_\_\_\_

## VIII. **INSURANCE**

**8.1 The District's Insurance Policies.** The District shall maintain, at its own expense, the following insurance at all times during the Agreement:

- i. **Commercial Automobile Liability Insurance** including coverage for onsite and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident.
- ii. **Commercial General Liability Insurance** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

**8.2 The RFA's Insurance Policies.** The RFA shall maintain, at its own expense, the following insurance at all times during the Agreement:

- i. **Property Insurance** including coverage for losses or damage to the Silver Firs Station, equipment, and furnishings, with limits of not less than their replacement cost.
- ii. **Commercial Automobile Liability Insurance** including coverage for onsite and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident.
- iii. **Commercial General Liability Insurance** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

**8.3 Coverage Terms.** Except with respect to the Property Insurance, each of the policies required herein of one Party shall name the other Party as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the other Party and its elected officials, employees, or agent; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the primary insured Party which might otherwise result in a forfeiture of said insurance; (iv) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

## IX. MISCELLANEOUS

**9.1 Recording.** A copy of this Agreement shall be filed with the Snohomish County Auditor or posted on the website of either party.

**9.2 Notices.** All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed, registered or certified mail, return receipt requested, postage pre-paid upon deposit in the United States mail and mailed to the parties at the following addresses:

The District:	Snohomish County Fire District #7 ATTN: Fire Chief 163 Village Court Monroe, WA 98272
The RFA:	South County Fire ATTN: Fire Chief 12425 Meridian Avenue S. Everett, WA 98208

The parties agree that the addresses of all parties to which notice shall be given may be changed at any time by written notice to the other party.

**9.3 Disputes.** This Agreement shall be governed by the laws of the State of Washington. If the parties cannot mutually resolve a dispute or claim, the parties agree that the dispute or claim shall be submitted to binding arbitration. The parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04A and that the parties will jointly stipulate to

an arbitrator, whose fees shall be split evenly. Any arbitration action brought under this Agreement shall occur in Snohomish County. Each party expressly waives their right to a jury.

**9.4 Severability.** If any provision to this Agreement shall be held as invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if such invalid or unenforceable provision was not contained within this Agreement.

**9.5 Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the District and the RFA.

**9.6 No Waiver.** No waiver of any provision of this Agreement by either Party shall under any circumstance constitute or be deemed a waiver of any other breach of the same or any other provision or requirement.

**9.7 No Benefit to Third Parties.** This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons.

**9.8 Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**9.9 Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**9.10 Entire Agreement.** The entire agreement between the Parties hereto with respect to the joint staffing and operating of the Silver Firs Station is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**SNOHOMISH COUNTY FIRE DISTRICT #7****SOUTH SNOHOMISH COUNTY FIRE &  
RESCUE REGIONAL FIRE AUTHORITY**

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

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

\_\_\_\_\_  
Roy Waugh, Chairman\_\_\_\_\_  
Jim Kenny, Chair\_\_\_\_\_  
William Snyder, Vice Chairman\_\_\_\_\_  
Benjamin Goodwin, Vice Chair\_\_\_\_\_  
Jeff Schaub, Commissioner\_\_\_\_\_  
David Chan, Commissioner\_\_\_\_\_  
Leslie Jo Wells, Commissioner\_\_\_\_\_  
Christine Frizzell, Commissioner\_\_\_\_\_  
Randy Woolery, Commissioner\_\_\_\_\_  
Jim McGaughey, Commissioner\_\_\_\_\_  
Randy Fay, Commissioner\_\_\_\_\_  
Bob Meador, Commissioner\_\_\_\_\_  
Richard Schrock, Commissioner

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## **ACTION ITEMS**



**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7**  
**RESOLUTION NO. 2019-3**

**WHEREAS**, Snohomish County Fire Protection District No. 7 Board of Commissioners regular meetings are currently held on the first and third Tuesdays of every month at 7:00 PM at Fire District 7 Administration Building; and

**WHEREAS**, the District desires to change the dates and times of the Board's regular meetings.

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

1. The Board of Commissioners regular meetings will start at 3:30 PM on the second and fourth Thursdays of every month beginning on February 28<sup>th</sup>, 2019.
2. The meetings will be held on the second floor of the Fire District Administration Building located at 953 Village Way, Monroe WA 98272.

**ADOPTED** by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 15<sup>th</sup> day of January, 2019, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

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

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

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

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

\_\_\_\_\_  
Leslie Jo Wells, Fire Commissioner

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

ATTEST:

\_\_\_\_\_  
Jamie Silva, District Secretary

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 7  
RESOLUTION NO. 2019-4  
AUTHORIZATION TO ESTABLISH AND COLLECT COURSE REGISTRATION FEES**

**WHEREAS, Snohomish County Fire District No. 7** (the "District") is authorized by RCW 52.12.021 and RCW 52.12.020 to perform services related to the protection of life and property; and

**WHEREAS,** the District offers various types of courses/certifications ("Courses") which are directly related to the District's mission and purposes as set forth in the foregoing statutes; and

**WHEREAS,** the District desires to establish and collect registration fees from Course attendees in order to defray the cost of providing such Courses; and

**NOW, THEREFORE, BE IT RESOLVED** by the Snohomish County Fire Protection District No. 7 Board of Fire Commissioners as follows:

1. **Establishment of Registration Fees.** The Fire Chief and/or designee, which may include the Program Manager, is hereby authorized to establish a reasonable fee for each Course offered by the District.
2. **Collection.** Fees established for each Course will be collected by the District as a condition of a participant's enrollment in the Course unless such fee is waived for good cause in a specific instance at the discretion of the Fire Chief or designee.
3. **Reporting.** On a quarterly basis, the Fire Chief will report to the Commission on the Courses which have been offered, the number of participants attending each Course, the registration fees charged for such Courses, fee waivers and any other information that the Commission may from time to time request in order to ensure the continued appropriateness of this Resolution.

**ADOPTED** by the Board of Fire Commissioners of Snohomish County Fire Protection District No. 7, at an open public meeting thereof this 5th day of February, 2019, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

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

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

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

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

\_\_\_\_\_  
Leslie Jo Wells, Fire Commissioner

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

ATTEST:

\_\_\_\_\_  
Jamie Silva, District Secretary

## **COMMITTEE REPORTS**

## **OTHER MEETINGS ATTENDED**

## **OLD BUSINESS**

# **CALL ON COMMISSIONERS**



## **EXECUTIVE SESSION**