



Snohomish County
FIRE DISTRICT 7
Earning Trust Through Action

SEMIMONTHLY ACTIVITY REPORT

August 22, 2019

5:00 PM

Administration Building / Monroe

**SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

AGENDA

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



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

BOARD OF FIRE COMMISSIONERS REGULAR MEETING AGENDA
Snohomish County Fire District 7
Admin Building / Monroe, WA
5:00 PM
Thursday, August 22, 2019

1. Open the Meeting of August 22, 2019

A. The joint meeting was cancelled due to lack of quorum by LSF Commissioners

2. Pledge of Allegiance

3. General Public Comment

4. Union Comment

- A. IAFF
- B. Teamsters

5. Fire Chief Report

- A. As presented

6. Consent Agenda

- A. Approve Vouchers:
 - 1) Benefit Vouchers: #19-2000 - #19-2007; (\$403,046.79)
 - 2) AP Vouchers: #19-02008 - #19-02117; (\$319,317.31)
 - 3) AP Vouchers: #19-02118; (\$1,415.00)
- B. Approve Payroll: August 15, 2019; (\$732,181.10)
- C. Approval of Minutes
 - 1) Approve Joint Board Meeting Minutes – August 8, 2019
- D. Secretary's Report on Correspondence
 - 1) See attached letters

7. Discussion Item

- A. Resolution 2019-13 – Authorizing the Chief to accept grants on behalf of the District not to exceed \$10,000 (*Request to move this to Action Item*)
- B. Draft Governing Rules and Policies

8. Action Item

- A. Communications contract with Liz Loomis
- B. Revised VEBA MOU IAFF 2781

9. Commissioner Committee Reports:

- A. Joint Fire Board with Mill Creek (Fay / Woolery / Waugh)
 - 1) TBD

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- B. Finance Committee (Waugh / Wells / Snyder)
 - 1) TBD
- C. Policy Committee (Wells / Woolery / Schaub)
 - 1) TBD / Admin Bldg.
- D. Risk Management (Schaub)
 - 1) August 27, 2019 – 19:00 / Snohomish Co. FD 22
 - 2) 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
- 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

Station tour schedules have been set. First tour is Friday, August 23rd.

10. Other Meetings Attended:

- A. Snohomish County 911 (Waugh)
- B. Regional Coordination
- C. Leadership Meeting (Fay / Schaub / Wells)
 - 1) Wednesday October 2, 2019 – 09:00 / Station 71 – Training Room
- D. Sno-Isle Commissioner Meeting
 - 1) Thursday, September 5, 2019 – 19:30 / Central Whidbey Fire - 203 N Main St, Coupeville, WA 98239

11. Old Business:

12. Call on Commissioners:

13. Attendance Check:

- A. Thursday, September 12, 2019 – 15:30 / Admin Building

15. Executive Session:

- A. RCW 42.30.140
 - Discuss a contract for services
 - Personnel Contracts

FIRE CHIEF REPORT

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To: Board of Fire Commissioners
 From: Gary A. Meek, Fire Chief
 Subj: Fire Chief Report for August 22, 2019

Fire Chief's Report:

1. Mitch continues to communicate with the attorney for Allied Construction to come to resolution. No formal position has been taken at this time.
2. The Training Consortium members continue to meet and work on the details and development of the Interlocal agreement for the Consortium. The Consortium Chiefs overwhelmingly supported the recommendation to have Chief Clinton serve at the Drill Master for the Academy. He has been assigned to work on Standards Development, Guidelines, Evaluations and general oversight of the Academy Executive Officers and the overall academy.
3. Jennifer, Heather and Elsa have been working on verifying data and completing the information for the Annual Report for the District. This should be ready to post shortly.
4. Members attended the 19-02 recruit academy on Friday, August 16th. I filled in for Chief O'Brien and pinned the recruits from Lake Stevens Fire. Thank you to all the members (including Commissioner Schaub) who attended to support these new employees.
5. We have been very busy responding to social media sites and the comments from our citizens regarding our request for a levy lift. The questions they are asking have been very thoughtful and are allowing us the information they need to validate our need for this levy.
6. I have included an updated contract in the Action Items section of this report for Liz Loomis to continue providing services through the end of November.
7. Several members of the Staff will attend the Opening Ceremony for the Evergreen State Fair on Thursday.
8. Staff have been busy arranging for personnel and assigning them to the Fair Aid Station.
9. We have several department vehicles assigned to participate in the Fair Parade on Saturday. Thank you to everyone who have agreed to help.
10. I am requesting an executive session to discuss contracts for services and personal contracts - RCW 42.30.140

Reminder that the Lake Stevens Fire Commissioners will not be at our meeting on August 22nd. The regular meeting of the District 7 Commissioners will still be held at 17:00 in the Admin Meeting Room.

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Finance Officer's Report:

1. We have billed the city of Mill Creek for the 3rd quarter service payment in the amount of \$982,686.25.
2. The auditors are planning to begin the District's annual audit on September 3rd.
3. We have are continuing to work on updates to the 2020 forecasting model.
4. We are beginning work on the 2020 budget. This year, Summer will be participating in drafting the 2020 budget.
5. The tables below show the number of transports, gross transport revenues, and MVC revenues, billed by Systems Design during the month of July 2019, and during the same month for each of the 2 previous years.

Systems Design No. of Transports Billed for District 7	2019	2018	2017
July	368	384	379
Systems Design Transport Revenues for District 7	2019	2018	2017
July	\$156,894	\$158,902	\$119,509
Systems Design MVC Revenues for District 7	2019	2018	2017
July	\$3,615	\$0	\$2,644

6. Below is a comparison of the District's expenditures for all funds combined for the month of July for 2017, 2018, and 2019, and the percent of the budgets spent. For additional details on the 2019 expenditures please refer to the upcoming quarterly report.

Expenditure Comparison - All Funds			
Expenditures	2019	2018	2017
July	\$ 26,612,236	\$24,928,337	\$21,957,702
% of Total Budget Spent	2019	2018	2017
July	51%	50%	49%

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7. Below is a comparison of the District's revenues and expenditures for the General Fund for the month of July in 2017, 2018, and 2019, and the percent of the corresponding budgets.

Revenue Comparison - General Fund			
Revenues	2019	2018	2017
July	\$ 23,071,629	\$20,382,482	\$17,125,902
% of Total Budgeted Revenues Received	2019	2018	2017
July	58%	55%	54%

Expenditure Comparison - General Fund			
Expenditures	2019	2018	2017
July	\$ 23,837,212	\$19,547,025	\$18,041,813
% of Total Budget Spent	2019	2018	2017
July	55%	53%	56%

8. Below is a comparison of the combined property tax collected in July of 2017, 2018, and 2019. These include General Fund Regular, EMS, M&O as well as property taxes collected in the Bond Fund.

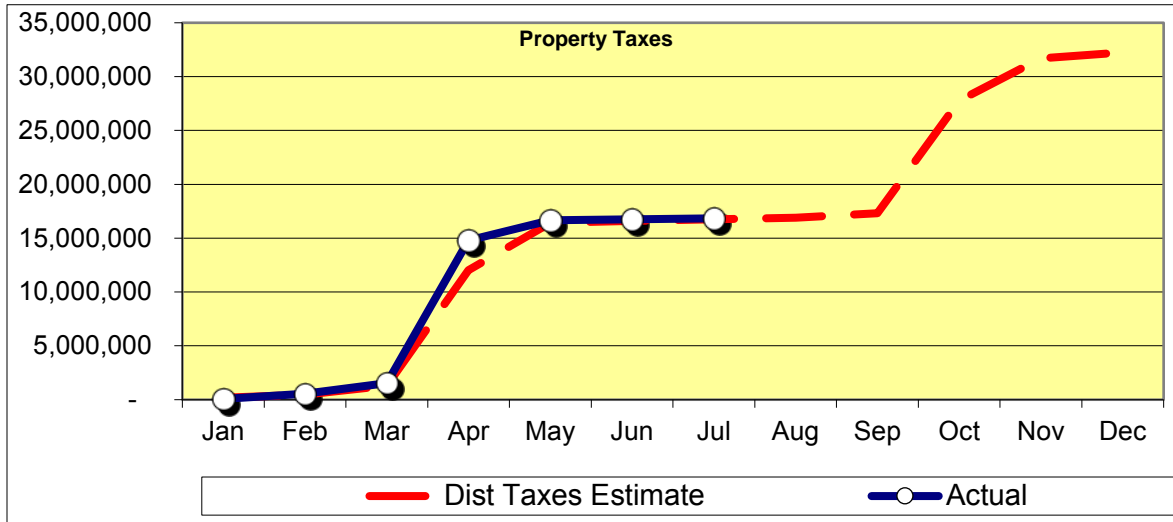
Expenditure Comparison - Property Taxes			
Regular, EMS, M&O, and Bond Fund	2019	2018	2017
July	\$ 16,836,194	\$16,152,748	\$ 13,915,437
% of Property Taxes Collected	2019	2018	2017
July	53%	53%	53%

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9. Below is a chart showing the 2019 year to date property tax collections as compared with expected collections. Additional details can be found in the upcoming quarterly report.



CONSENT AGENDA

Snohomish County Fire District #7

Claims Voucher Summary

08/12/2019

Page 1 of 1

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
19-02000	DEPARTMENT OF RETIREMENT SYSTEMS		2,909.67
19-02001	Fire 7 Foundation		247.50
19-02002	HRA VEBA TRUST		45,851.91
19-02003	LEOFF TRUST		270,084.57
19-02004	TD AMERITRADE INSTITUTIONAL		388.50
19-02005	TD AMERITRADE TRUST CO		11,037.41
19-02006	TRUSTEED PLANS SERVICE CORP		24,108.91
19-02007	VOYA INSTITUTIONAL TRUST CO		48,418.32

Page Total

403,046.79

Cumulative Total

403,046.79

Snohomish County Fire District #7

08/20/2019

Claims Voucher Summary

Page 1 of 4

Fund: General Fund #001

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

Date: 8-22-19

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
19-02008	AIR EXCHANGE, INC		1,547.84
19-02009	ALDERCREST AUTO REBUILD, INC		3,912.06
19-02010	ALDERWOOD AUTO GLASS		65.52
19-02011	ALL BATTERY SALES AND SERVICE		261.87
19-02012	ALLSTREAM BUSINESS US, INC		317.14
19-02013	ALLSTREAM BUSINESS US, INC		126.04
19-02014	ALLSTREAM BUSINESS US, INC		111.55
19-02015	AMERIGAS PROPANE LP		176.08
19-02016	ANDGAR CORPORATION		119.42
19-02017	ARAMARK UNIFORM SERVICES		250.16
19-02018	ASTRAL COMMUNICATIONS		3,809.12
19-02019	BADGLEY'S LANDSCAPE		8,734.87
19-02020	BATES INC		84.96
19-02021	BICKFORD MOTORS INC.		381.35
19-02022	BLANCHARD ELECTRIC & FLEET SUPPLY		26.41
19-02023	BRAKE & CLUTCH SUPPLY INC		244.73
19-02024	BRANT WACKER (FITNESS EXPERT)		508.30
19-02025	CDW GOVERNMENT LLC		5,724.41
19-02026	CENTRAL WELDING SUPPLY		1,081.37
19-02027	CHAMPION BOLT & SUPPLY		103.90
19-02028	CHRISTENSEN, INC		169.26
19-02029	CITY OF MONROE		670.39
19-02030	CITY OF MONROE		590.03
19-02031	CITY OF MONROE		82.95
19-02032	CITY OF MONROE		173.32
19-02033	CITY OF SPOKANE		507.08
19-02034	CLEARFLY COMMUNICATIONS		748.34
19-02035	COGDILL, NICHOLS, REIN		10,773.21
19-02036	COMDATA NETWORK, INC		2,044.36
19-02037	COSTCO MEMBERSHIP		180.00
19-02038	COURIERWEST, LLC		2,203.50
19-02039	CRESSY DOOR COMPANY, INC		8,575.09
19-02040	CREWSENSE LLC		846.87

Page Total	55,151.50
Cumulative Total	55,151.50

Snohomish County Fire District #7

08/20/2019

Claims Voucher Summary

Page 2 of 4

Fund: General Fund #001

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02041	CROWN FIRE PROTECTION		830.06
19-02042	CUMMINS, INC		1,004.70
19-02043	DIRECTV		64.63
19-02044	DRUG FREE BUSINESS		98.00
19-02045	ECONOMY FENCE CENTER		7,506.11
19-02046	EMS TECHNOLOGY SOLUTIONS, LLC		1,126.00
19-02047	EVERETT SEALING		3,492.14
19-02048	EVERGREEN POWER SYSTEMS, INC		2,462.53
19-02049	FIRST WATCH		403.00
19-02050	FREIGHTLINER NORTHWEST		129.56
19-02051	FRONTIER		282.54
19-02052	GALLS, LLC - DBA BLUMENTHAL UNIFORM		6,281.49
19-02053	GENESIS REFRIGERATION & HVAC LLC		4,656.19
19-02054	GITT'S SPRING CO		1,406.78
19-02055	GRAINGER		10,489.14
19-02056	HIGHWAY AUTO SUPPLY		48.28
19-02057	HILL STREET CLEANERS		20.23
19-02058	HUGHES FIRE EQUIPMENT		904.92
19-02059	HYDRAULEX		1,927.65
19-02060	IRON MOUNTAIN INC		305.48
19-02061	ISOUTSOURCE		5,454.94
19-02062	JEFF SCHAUB		17.40
19-02063	JONKER, DAVE		104.00
19-02064	KAMAN FLUID POWER LLC		172.37
19-02065	KIRKLAND AUTOMOTIVE HOLDING II, LLC		174.59
19-02066	LIFE ASSIST INC		5,351.52
19-02067	LIZ LOOMIS PUBLIC AFFAIRS		4,505.35
19-02068	LN CURTIS & SONS		96.01
19-02069	MOBILE HEALTH RESOURCES		523.60
19-02070	MONROE PARTS HOUSE		4,119.48
19-02071	MUNICIPAL EMERGENCY SERVICES, INC.		3,192.87
19-02072	NWIMT		500.00
19-02073	OFFICE DEPOT		1,171.74

Page Total 68,823.30

Cumulative Total 123,974.80

Snohomish County Fire District #7

08/20/2019

Claims Voucher Summary

Page 3 of 4

Fund: General Fund #001

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02074	O'REILLY AUTOMOTIVE, INC		403.90
19-02075	ORKIN		323.96
19-02076	PRO COMM		186.31
19-02077	PUGET SOUND ENERGY		44.19
19-02078	PUGET SOUND ENERGY		70.52
19-02079	PUGET SOUND ENERGY		73.57
19-02080	PUGET SOUND ENERGY		56.91
19-02081	REHN & ASSOCIATES		25.00
19-02082	REPUBLIC SERVICES #197		98.20
19-02083	REPUBLIC SERVICES #197		57.89
19-02084	REPUBLIC SERVICES #197		183.55
19-02085	REPUBLIC SERVICES #197		286.08
19-02086	REPUBLIC SERVICES #197		167.26
19-02087	RICE FERGUS MILLER		31,065.75
19-02088	RICOH USA, INC		396.30
19-02089	ROMAINE ELECTRIC		1,688.69
19-02090	SCOTT DORSEY		396.00
19-02091	SCOTT HOOKLAND, LLP		1,907.50
19-02092	SILVER LAKE WATER		47.60
19-02093	SILVER LAKE WATER		120.80
19-02094	SILVER LAKE WATER		47.60
19-02095	SILVER LAKE WATER		111.23
19-02096	SMARSH INC		1.42
19-02097	SNOHOMISH COUNTY		1,318.20
19-02098	SNOHOMISH COUNTY 911		65,000.11
19-02099	SNOHOMISH COUNTY FIRE DISTRICT 7		1,463.40
19-02100	SNOHOMISH COUNTY PLANNING AND DEVELOPMENT		475.00
19-02101	SNOHOMISH COUNTY PUD		256.62
19-02102	SNOHOMISH COUNTY PUD		907.87
19-02103	SNOHOMISH COUNTY PUD		392.98
19-02104	SNOHOMISH COUNTY PUD		404.75
19-02105	SNOHOMISH COUNTY PUD		350.63
19-02106	SOFTWAREONE INC		236.22

Page Total	108,566.01
Cumulative Total	232,540.81

Snohomish County Fire District #7

08/20/2019

Claims Voucher Summary

Page 4 of 4

Fund: General Fund #001

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

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
19-02107	SPEEDWAY CHEVROLET		1,096.17
19-02108	SYSTEMS DESIGN WEST LLC		8,608.10
19-02109	THE SHERWIN WILLIAMS CO		120.40
19-02110	TROY SMITH		396.00
19-02111	TRUE NORTH EMERGENCY EQUIPMENT INC		233.60
19-02112	US BANK VOYAGER		10,135.39
19-02113	VERIZON WIRELESS		800.47
19-02114	VERIZON WIRELESS		14.95
19-02115	WELLS FARGO EQUIPMENT FINANCE		64,566.22
19-02116	WELLSPRING FAMILY SERVICES EAP		316.20
19-02117	WHITMAN & ASSOCIATES, INC		489.00

Page Total	86,776.50
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Cumulative Total	319,317.31
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Snohomish County Fire District #7

08/21/2019

Claims Voucher Summary

Page 1 of 1

Fund: General Fund #001

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

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
19-02118	COLUMBIA SOUTHERN UNIVERSITY		1,415.00

Page Total	1,415.00
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Cumulative Total	1,415.00
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Snohomish County
FIRE DISTRICT 7
Earning Trust Through Action

Payroll Summary

8/15/2019

CHECK DATE 8/15/2019
PERIOD BEGIN 7/16/2019
PERIOD END 7/31/2019

Direct Deposits	\$ 584,522.03
Paper Checks	\$ 5,958.60
Taxes	\$ 141,670.47
TOTAL	\$ 732,181.10

**Summary Minutes of the Regular Board Meeting
August 8, 2019**

Commissioner Waugh called the meeting of the Board of Fire Commissioners to order at 1530 hours. Commissioners Schaub, Snyder, Waugh, Wells and Woolery were present. Commissioner Fay were absent with prior notice.

GENERAL PUBLIC COMMENT: None

UNION COMMENT: Michael McConnell congratulated the District on the successful vote of the Snohomish County Fire District 7 and Lake Stevens Fire merge. He noted that the Union will be committed to working to get the Levy Lid Lift passed in November. He informed the Board of the announcement that Snohomish County Fire District 4 plans to close the doors of their busiest station, Station 41. This decision will likely increase the demand on surrounding Districts including District 7 and Lake Stevens Fire.

CHIEF'S REPORT

Chief Meek discussed items from the Chief's Report.

AGENDA CHANGE: Heather Chadwick introduced the new public educator Kaitlin King.

CONSENT AGENDA

A. Voucher Approval:

- Vouchers #19-01920 - #19-01999 in the amount of \$130,228.58 were presented to be approved.

B. Payroll Approval: N/A

C. Approval of Minutes

- 1) Approve Joint Board Meeting Minutes of July 25, 2019.

D. Secretary's Report on Correspondence

MOTION: Commissioner Snyder moved and Commissioner Schaub seconded to approve the Consent Agenda.
On vote, **Motion Carried 5/0**

DISCUSSION ITEMS:

A. Fire Ballot Title – General Elections

The entire ballot packet has been submitted for the general election for the Levy Lid Lift in November. The ballot title that was submitted was approved with no changes.

B. South County has initiated a paramedic school through Edmonds Community College. Commissioner Waugh was curious what Chief Dorsey thought of it. Chief Meek commented for him since he was not present. He stated that Chief Dorsey is aware of the program. He believes Chief Dorsey would like to continue with the Harborview Paramedic Program that the District has utilized in the past. However, that they would keep their eye on the program.

ACTION ITEMS: N/A

COMMISSIONER COMMITTEE REPORTS

A. Finance Committee: The finance committee 2nd Quarter report was distributed.

B. Labor Negotiations: Impact bargaining meetings will be set up in the first part of September for the IAFF.

C. Facility Committee: Mitch is still having forward moving discussions with Allied Construction's attorney.

OTHER MEETINGS ATTENDED

A. Sno 911: Commissioner Waugh noted that the budget has been presented and the rate is not expected to increase significantly.

B. Leadership Meeting: Meets next October 2, 2019 0900 at Station 71 Training Room

C. Sno-Isle Commissioner Meeting: September 5, 2019 1930 at Central Whidbey

OLD BUSINESS: None

CALL ON BOARD: Commissioner Schaub noted that Chief Silva and he attended the Urban Growth Boundary Change meeting. There are a lot of issues with the plan at this time that will need to be resolved. The plan is not expected to go into effect until 2023.

ATTENDANCE CHECK

All board members in attendance noted they would be available for the Joint meeting at 1700 on August 22, 2019 in the Station 31 training room.

EXECUTIVE SESSION:

The Commissioners went into Executive Session at 1553 for (15) minutes to discuss a contract for service per RCW 42.30.140.

Regular session resumed at 1608 with no action taken.

The meeting was adjourned at 1610 by Commissioner Waugh.

Snohomish County Fire District #7

Jamie Silva
Secretary of the Board

Scott Dorsey
Deputy Chief- EMS

Dear Chief,
Please Thank you crew for their exemplary service. Their
help, kindness & professional excellence saves lives,
including my husband's. They worked quickly & efficiently.
And they took him to Prov. for excellent Cardiac Care.
They were also personable & caring. Well done!

Thank you




Snohomish County FIRE DISTRICT 7

Earning Trust Through Action

08/15/19

Gary Meek
Chief Fire Officer
Snohomish County Fire District 7
163 Village Ct SE
Monroe, WA 98272

Dear Chief Meek,

I am writing to you to extend my sincere thanks, to you, Deputy Chief Clinton and our Board of Commissioners, for your roles in helping me to reach a personal and professional goal this year. In early June of this year I graduated with my Bachelor's Degree in Fire Administration from Columbia Southern University. Completing this level of education has been a lifelong goal of mine but one that has been interrupted many times since I graduated High School. However, through the department's continued support of higher education I knew that I would be able to dedicate the time needed to finally complete my degree. Knowing that the department is committed to educating our members and financially supporting those that put in the time and effort helped me with my final push to reach my goal.

I am forever grateful to work for an agency that places such a high value on education and backs up that commitment with the time and resources needed to accommodate working students. The encouragement and support from the department, notably DC Clinton, was very helpful and certainly made a difference as I worked through the last two years of work.

I look forward to applying for the Executive Fire Officer program at the National Fire Academy and continuing my education even further.

Thank you again for your continued support.

Sincerely,

Brian Hyatt
Battalion Chief
B Shift/ West Battalion



8/7/19

Thank you so much for
participating in and making
our community's NNO a
meaningful event!!

A handwritten signature in blue ink, which appears to read "Geoffrey Thomas". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

GEOFFREY THOMAS, MAYOR

DISCUSSION ITEMS

SNOHOMISH COUNTY FIRE DISTRICT #7

RESOLUTION #2019-13

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO APPROVE THE ACCEPTANCE OF FEDERAL, STATE, LOCAL, AND OTHER GRANTS ON BEHALF OF THE DISTRICT

WHEREAS, The Board of Fire Commissioners has appointed the Fire Chief as the Chief Executive Officer of Snohomish County Fire District #7, and;

WHEREAS, It becomes necessary in the course of carrying out the day to day affairs of the District for the Fire Chief to approve the acceptance of grants valued at \$10,000 or less on behalf of the District, and;

WHEREAS, The Board of Fire Commissioners have determined that the Fire Chief or the Fire Chief's designee shall have authority for the Board and the Fire District when necessary to approve the acceptance of federal, state, local and other grants on behalf of the District, when those grants have a value of \$10,000 or less.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FIRE DISTRICT #7, SNOHOMISH COUNTY, STATE OF WASHINGTON THAT:

1. The Fire Chief, as duly appointed Chief Executive Officer of Snohomish County Fire District #7, or the Fire Chief's designee shall have the authority to accept federal, state, local, and other grants that are \$10,000 or less on behalf of the District either verbally or in writing.
2. Grants exceeding \$10,000 shall be brought to the The Board of Fire Commissioners for potential acceptance by the District.

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT #7 THIS 22ND DAY OF AUGUST, 2019.

Randy Fay, Commissioner

Roy Waugh, Commissioner

Jeff Schaub, Commissioner

Leslie Jo Wells, Commissioner

William Snyder, Commissioner

Randall Woolery, Commissioner

Attest to: Secretary to Board

Sent from my iPhone

Begin forwarded message:

From: Brian Snure <Brian@snurelaw.com>
Date: July 26, 2019 at 5:21:06 AM PDT
To: "O'Brien, Kevin" <kobrien@lsfire.org>
Cc: "gmeek@snofire7.org" <gmeek@snofire7.org>, "Larson, Laana" <llarson@lsfire.org>, Denise Mattern <dmattern@snofire7.org>, Commissioners <Commissioners@lsfire.org>
Subject: Re: DraftBoardRulesandPolicies(SH7_LSF)7.25.19 Board Update.docx

Kevin,

I have gone through the bylaws, cleaned up some formatting, removed some additional Governance Board references and highlighted in yellow the committee Section. I left in the substantive redlined revisions reflecting the Board's discussion last night.

I suggest circulating this version in advance of the next joint meeting. The Board will prior to adoption need to fully address the Board committees.

Let me know if you have any questions.

Thanks.

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Sincerely,

Brian Snure
Snure Law Office, PSC
612 S. 227th St.
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On Jul 25, 2019, at 6:29 PM, O'Brien, Kevin <kobrien@lsfire.org> wrote:

Hello Brian,

Attached is the updated version of the Board Policy that we workshopped this evening. Will you please review for accuracy?

(Gary, would you please forward this to the D7 Board?)

Thank you,

KO'B

Kevin K. O'Brien

Fire Chief, Lake Stevens Fire

Mobile: 425.249.6984

Office: 425.212.3044

<image001.jpg>

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DRAFT SNOHOMISH COUNTY FPD NO. 7 AND LAKE STEVENS FIRE MERGER

GOVERNING RULES AND BOARD POLICIES

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SECTION - 1. AUTHORITY

- 1.1. Status.** Snohomish County Fire Protection District No. 7 is a municipal corporation organized and operating pursuant to Title 52 RCW.
- 1.2. Board of Commissioners.** The Board of Commissioners “Board” possesses the powers and authority as set forth in Title 52 RCW and other applicable provisions of the Revised Code of Washington.
- 1.3. Purpose.** The Board of Commissioners hereby establishes the following Governing Rules and Board Policies to guide the conduct of the Board in managing the operation of the fire district. These rules shall be in effect upon adoption by resolution of Board and until such time as they are amended or new rules are adopted in the manner provided by these rules.

SECTION - 2. COMMISSIONERSHIP/QUORUM/VOTING/VACANCIES

- 2.1. Commissioner Positions.** The Board of Commissioners consists of five Commissioner positions each with a six-year term. Elected Commissioners shall take office at the first meeting in January following an election, provided that Commissioners elected to fill the remainder of a vacant term may take office at the first meeting following the certification of the election.

- 2.2. Commissioner Oath.** Commissioners shall take an oath of office before beginning to perform the duties of the office, but no more than ten days prior to the date the Commissioner's term begins.
- 2.3. Individual Commissioners.** Each Commissioner is an elected or appointed representative of the residents of the Fire Protection District. Commissioners are entitled to vote on all matters coming before the Board and to make and second motions regardless of whether the Commissioner is serving as chair. Commissioners shall, however, be governed by the provisions of these Rules and chapter 42.23 RCW in respect to any matter in which the Commissioner may have a conflict of interest. Individual Commissioners do not have authority to manage or direct the affairs of the District. Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by action of the Board. The principal executive and administrative officer of the District is the Chief who has the responsibility for the management of the daily affairs of the District, for the supervision of District personnel and for the establishment of a chain of command to carry out such supervision. Commissioners are encouraged to become familiar with the District operations and to meet the paid and volunteer personnel of the District. It is a policy of the District, however, that individual Commissioners shall not supervise, direct or discipline District personnel. In the event a Commissioner shall be dissatisfied with the operation or any action of the District or its personnel, the Commissioner shall bring such dissatisfaction to the attention of the Board at a meeting of the Board.
- 2.4. Quorum.** A quorum shall constitute a simple majority of filled Commissioner positions.
- 2.5. Voting.** The Board shall act by majority vote except where statutory requirements require a supermajority or unanimous vote in which case the statutory requirement shall control. Voting shall occur as follows:
- (a) **Voice vote.** A generalized verbal indication by the Board as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Board. Silence of a Commissioner during a voice vote shall be recorded as a vote with the prevailing side, except where such a Commissioner abstains because of a stated conflict of interest or appearance of fairness.
 - (b) **Roll call vote.** A roll call vote may be requested by the Chair or by any Commissioner.
 - (c) **Abstentions.** It is the responsibility of each Commissioner to vote when requested on a matter before the full Board. However, a Commissioner may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
 - (d) **Votes by Chair.** The Chair may vote on the same basis as any other Commissioner.
- 2.6. Absences.** Commissioners will inform the Chair or Board Secretary if they are unable to attend any Board meeting, or if they knowingly will be late to any meeting. The minutes will show the Commissioner as having an excused absence unless the Board approves a motion declaring the absence to be unexcused.

- 2.7. Removal of Commissioner.** If a Commissioner has three unexcused absences from three consecutive regularly scheduled meetings of the Board, the Commissioner shall be removed from the Board and that member's position shall be considered as a vacancy to be filled in accordance with Section 2.8. The Board Secretary shall notify the Commissioner by mail after two consecutive unexcused absences that the position will be declared vacant if the Commissioner is absent without being excused from the next regularly scheduled meeting of the Board.
- 2.8. Vacancies.** In case of a board vacancy, the remaining Commissioners shall fill such vacancy by appointment. The appointee shall be a registered voter residing within the jurisdictional boundaries of the District and shall serve until the next regularly scheduled fire district general election, at which time the individual elected shall take office on the certification of the election and serve the remainder of the unexpired term. The board may fill the position immediately or may go through an application process substantially as follows:
- (a) The Board will publish notice of the vacancy and receive applications from any qualified persons seeking to fill the position for a minimum of fifteen calendar days after suitable public notice.
 - (b) After applications have been received, the Board may conduct interviews of the candidates in an open public meeting.
 - (c) The Board shall appoint a qualified individual to fill the vacancy within ninety (90) days, by a vote of the remaining fire Commissioners.
 - (d) If the Board fails to fill the vacancy within the ninety-day period the Board shall notify the county legislative authority and the county legislative authority shall make the appointment.

SECTION - 3. BOARD CHAIR SELECTION/DUTIES

- 3.1. Selection of Chair.** Annually at the first meeting in January of each year, or if required at other times by changes in the Commissionership, the members thereof, by majority vote, shall designate one Commissioner to serve as Chair and one Commissioner to serve as Vice Chair for the ensuing year. Nominations will be called for and closed by the governing Board before the vote.
- 3.2. Conduct of Meetings.** The Chair shall preside at all meetings of the Board and, in the absence of the Chair, the Vice Chair will act in that capacity. If both the Chair and Vice Chair are absent and a quorum is present, the Board shall elect one of its members to serve as Chair until the return of the Chair or Vice Chair.
- 3.3. Duties of the Chair:**
- (a) Shall preserve order and decorum at all meetings of the Board and cause the removal of any person from any meeting for disorderly conduct;

- (b) Shall observe and enforce all rules adopted by the Board;

SECTION - 4. BOARD SECRETARY

- 4.1.** The Board shall appoint a qualified individual to serve as Secretary to the Board of Commissioners as required by RCW 52.14.080. The Secretary shall take an oath of office and shall perform all duties as required by law or as assigned by the Board.

SECTION - 5. BOARD MEETINGS

- 5.1. Open Public Meetings.** All meetings of the Board shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30. The Board Secretary, or designee, shall be responsible for preparing agendas for all Board meetings. The Board Secretary, or designee, shall cause to be prepared minutes of all of the Board meetings, which minutes shall contain an account of all official actions of the Board. The open public portions of the Board meetings shall be electronically recorded and retained for the period of time as provided by State law.
- 5.2. Regular Meetings.** The date, time and location of the regular meetings of the Board shall be established by Resolution of the Board.
- 5.3. Special Meetings.** Special Meetings may be called by the Chair or by ~~any three~~ any three ~~a quorum~~ members of the Board by written notice delivered to each member of the Board in the manner required by RCW 42.30.080.
- 5.4. Emergency Meetings.** Emergency meetings may be called by the Chair, in accordance with RCW 42.30.070.
- 5.5. Executive and Closed Sessions.** The Board may hold executive sessions pursuant to a purpose authorized under RCW 42.30.110 and may hold closed meetings pursuant to RCW 42.30.140. Attendance in executive sessions or closed meetings shall be limited to the Commissioners and such other staff members and consultants authorized by the Chair or a majority of the Commissioners. The public is restricted from attendance. Executive and closed sessions shall not be recorded.
- 5.6. Cancellation of Meetings.** Meetings may be canceled by a majority vote of the Board and proper notice given by the Board Secretary.

SECTION - 6. ORDER OF BUSINESS/REGULAR BOARD MEETING AGENDA

- 6.1. Agenda Preparation.** All items to be included on the Board's agenda for consideration should be submitted to the Board Secretary, in full by Noon two days preceding each regular Board meeting. The Board Secretary shall then prepare a proposed agenda according to the order of business, for approval by the Chair, or Chair's designee. A final agenda will then be prepared by the Board Secretary and distributed to Commissioners as the official agenda for the meeting. The agenda shall be posted on the District website at least 24 hours in advance of the meeting but may be modified at any time. The agenda format of the Regular Board meeting shall be substantially as follows:

- (a) **Call to order.** The Chair shall call the meeting to order.
- (b) **Flag salute.** The Chair, Commissioners and, at times, invited guests will lead the flag salute.
- (c) **Roll call.** The Chair will call the roll. Commissioners may request to be excused from a meeting by requesting the same of the Chair in advance of the meeting.
- ~~(d)~~ **Agenda modifications.** Changes to the Board's published agenda may be requested and announced at this time.
- ~~(d)~~(e) **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Chair or the Board regarding a non-controversial event, activity or special interest group which has a major authority-wide impact.
- (f) **Public Comment.** Members of the audience may comment on items relating to any matter related to District business under the Public Comment period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic pursuant to the rules established under Section 8 of these Rules. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board when specifically invited to do so by the Chair.
- (g) **Union Comment**
- (h) **Chief's Report.** The Chief, or Chief's designee, shall provide a report informing the Board of the operations of the District.
- ~~(e)~~(i) **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Commissioner may remove any item from the Consent Agenda for separate discussion and action. Correspondence. The Board Secretary or Chief shall report to the Board regarding correspondence received that is relevant to the Board's proceedings. The content of the correspondence shall be summarized but shall not, unless requested by a Commissioner, be read into the record.
- (i) Approval of minutes.
- (ii) Fixing dates for public hearings and appeals.
- (iii) Approval of claims and vouchers, bid awards and contracts.
- ~~(iii)~~(iv) Correspondence. The Board Secretary or Chief shall report to the Board regarding correspondence received that is relevant to the Board's proceedings. The content of the correspondence shall be summarized but shall not, unless requested by a Commissioner, be read into the record. Correspondence

~~(iv)~~(v) Other items designated by the Board of Fire Commissioners.

~~(f)~~(j) **Board Committee Reports.** Board Committee Chairs report on action and activities of their respective Board Committees.

~~(g)~~(k) **Commissioner Reports.** The Chair and Commissioners may report on significant activities since the last regular meeting, to inquire on matters of general District business, or to initiate investigation or action on a matter of concern.

~~(h)~~(a) **Chief's Report.** ~~The Chief, or Chief's designee, shall provide a report informing the Board of the operations of the District.~~

~~(i)~~ **Department Reports.** ~~When requested by the Board, the Chair or the Chief, department heads shall provide reports to the Board on issues of general interest and importance to the Board.~~

~~(j)~~(l) **Unfinished-Old Business.** Unfinished business of a general nature.

~~(k)~~(m) **New Business.** Business that has not been previously before the Board of Fire Commissioners.

~~(n)~~ **Good of the Order.**

~~(o)~~(o) **Future Meetings.**

~~(m)~~(p) **Executive Sessions.** When executive sessions are required the Chair shall announce the time of the executive session and the purpose of the executive session with specific reference to the statutory authority for the executive session. The Chair may, but is not required, to announce whether action is anticipated to follow the executive session. Executive sessions may be extended as necessary by announcing the time extensions.

~~(n)~~(q) **Adjournment.**

SECTION - 7. CONDUCT AT MEETINGS/DEBATES/RULES OF PROCEDURE

7.1. Interruption. No member of the Board, including the Chair, shall interrupt or argue with any other member while such member has the floor, other than the Chair's duty to preserve order during meetings.

7.2. Courtesy. All speakers, including members of the Board, which includes the Chair, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Chair, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Board, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

- 7.3. Challenge to Ruling.** –Any member of the Board, including the Chair, shall have the right to challenge any action or ruling of the Chair, or member, as the case may be, in which case the decision of the majority of the members of the Board present, including the Chair, shall govern.
- 7.4. Rules of Order.** These Rules establish the governing rules of order for the Board. In the event a situation arises in which these Rules do not adequately address or resolve a procedural issue, then, except where such rules conflict with these rules or state law, the rules of procedure for small boards established in the latest edition of *Roberts Rules Of Order, Newly Revised* shall control.
- (a) If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed for those matters.
 - (b) A motion that receives a tie vote is deemed to have failed.
 - (c) When making motions, Commissioners shall be clear and concise and not include arguments for the motion within the motion.
 - (d) After a motion has been made and seconded, the Commissioners may discuss their opinions on the issue prior to the vote.
 - (e) If any Commissioner wishes to abstain, from a vote, that Commissioner shall advise the Board, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Commissioner perceives a need to abstain, provided that, prior to the time that a Commissioner gives advice of an intent to abstain from an issue, the Commissioner may confer with the District Attorney to determine if the basis for the Commissioner's intended abstention is appropriate. If the intended abstention can be anticipated in advance, the conference with the District Attorney should occur prior to the meeting at which the subject matter would be coming before the Board.
 - (f) A motion may be withdrawn by the maker of the motion at any time without the consent of the Board.
 - (g) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
 - (h) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
 - (i) Debate of a motion only occurs after the motion has been moved and seconded.

- (j) The District Attorney shall act as the Board's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Board meeting.
- (k) These rules may be amended, or new rules adopted, by a majority vote of the full Board.

SECTION - 8. PUBLIC COMMENTS

- 8.1. Persons addressing the Board, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Board as a whole. The Board Secretary shall serve as timekeeper. The Chair, or a majority of the Board, may make exceptions to the time restrictions of persons addressing the Board when warranted, in the discretion of the Chair or the Board.
- 8.2. Any person making personal, impertinent or slanderous remarks while addressing the Board shall be barred from further audience participation by the Chair, unless permission to continue is granted by a majority vote of the Board.

SECTION - 9. BOARD MEETING STAFFING

- 9.1. **Board Secretary.** The Board Secretary shall attend all meetings of the Board unless excused by the Chair or the Chief and in such event, an acting Board Secretary shall be designated to attend the meeting by the Chair or the Chief.
- 9.2. **Fire Chief.** The Fire Chief or designee shall attend all meetings of the Board unless excused.
- 9.3. **District Attorney.** The District Attorney shall attend all meetings of the Board when requested by the Chief or the Chair and shall, upon request, give an opinion, either written or oral, on legal questions.

SECTION - 10. BOARD COMMITTEES AND CITIZEN ADVISORY BOARDS

- 12.1. The Standing Committees of the Board of Commissioners are as follows:

- (a)

SECTION - 11. BOARD REPRESENTATION

- 11.1. If a Commissioner appears on behalf of the District before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Commissioner needs to state the majority position of the Board if known, on such issue. Personal opinions and comments which differ from those of the Board majority may be expressed if the Commissioner clarifies that these statements do not represent the Board's position. Commissioners need to have other Commissioner's concurrence before representing another Commissioner's view or position with the media, another government agency or community organization.

SECTION - 12. CONFIDENTIALITY

- 12.1.** Commissioners should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the District's position is not compromised. Confidentiality also includes information provided to Commissioners outside of Executive Sessions when the information is considered exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION - 13. BOARD COMPENSATION

- 13.1. Commissioner Compensation.** Commissioners shall receive compensation in the manner provided in RCW 52.14.010 implemented in accordance with the following rules. It is the function of the Board to approve the services that any member is authorized to perform for the District. Members of the Board shall be entitled to receive the full amount of compensation authorized by statute for the following activities:

- (a) Actual attendance at all regular and special meetings of the Board.
- (b) Attendance at regular Fire Commissioners Association meetings and at meetings of the Board of Directors of the Association if the Commissioner is a member of the Board.
- (c) Attendance at Washington Fire Commissioners Association meetings, conferences and seminars.
- (d) Attendance at Fire District related seminars and educational classes.
- (e) Attendance at Fire District open house functions.
- (f) Travel time when a separate day of travel is required because of the location and scheduling of the activity.
- (g) Attendance at, or preparation for, ~~other~~ Fire District related activities approved by the Board.

- 13.2. Waiver of Commissioner Compensation.** Any Commissioner may waive all or any portion of his or her compensation payable under this section, by a written waiver filed with the Board Secretary prior to the date on which the compensation would otherwise be earned. The waiver shall specify the time period or the specific activities for which the waiver is made.

- 13.3. -Commissioner Expense Reimbursement.,** Commissioners shall, on approval by the Chair, receive reimbursement of reasonable expenses incurred in attending activities, meetings and events held outside of the District including the following:

- (a) Mileage reimbursement for use of personal automobiles at the District approved rate together with parking fees, ferry fees, etc.

- (b) Registration fees for conferences, seminars and educational classes related to governance of the District.
- (c) Actual expenses for overnight accommodations when required by the nature of the activity attended (receipts required) not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website .
- (d) Actual Meal expense including gratuity (receipts required) when meals are not provided in the registration fee at an event attended not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website.

SECTION - 14. ACCESS TO DISTRICT RECORDS

- 14.1.** Each- Commissioner shall have access to District records during regular business hours of the District; provided, that the review or examination of the records shall not interfere with the normal operation of the District staff. Commissioners shall not remove original District records from District buildings. The administration shall provide copies of records requested by Commissioners subject to the following limitations:
- 14.2.** No copies of confidential records will be provided without prior approval of the Board.
- 14.3.** Copies will be provided promptly, provided the copying shall not unduly interfere with normal operations of the administrative personnel.
- 14.4.** District records and information obtained from District records may not be used by Commissioners for non-District business nor disclosed to unauthorized persons.

SECTION - 15. PERSONAL LIABILITY PROTECTION

- 15.1. Insurance.** The Commissioners shall be included as named insureds on all applicable District insurance policies. In the event a Commissioner shall be individually named as a defendant in any litigation arising out of the performance by the Commissioner of District business and the District's insurance carrier shall deny coverage and refuse to provide defense to the action, the District shall provide the Commissioner with defense coverage and liability protection subject to the following conditions:
 - (a) The cause of action must have arisen as a result of the action or non-action of the Commissioner while acting within the scope and authority of the office of Commissioner.
 - (b) The cause of action must not have arisen as a result of intentionally negligent or criminal conduct of the Commissioner.
- 15.2. Liability Protection Procedure.** The following procedure shall be used to determine if the District shall provide the defense and liability coverage for a -Commissioner.
 - (a) The matter shall be referred to the District's attorney for investigation and review.

- (b) The District's attorney or designee shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Commissioner.
- (c) The District's attorney shall report to the Board in writing the results of the investigation and research. A copy of the report shall be furnished to each Commissioner under the attorney-client communication privilege.
- (d) The Board shall make the final determination based on the report and investigation of the attorney.

SECTION - 16. ETHICS

- 16.1. Purpose.** The District and its Commissioners find that the proper operation of a fire protection district, as a taxpayer-supported public entity, requires that public officers, and particularly elected officials primarily responsible for the lawful management of the municipal corporation, be ethical, independent, impartial and responsible to the people, as fiduciaries. This policy is limited in scope; it only applies to the Commissioners of this District.
- 16.2. Policy.** The policy of the District is that this Ethics Policy shall be strictly adhered to, and that it shall be interpreted liberally so as to accomplish its purpose. The goal of the District is to establish and maintain the highest ethical standards for its leaders, so that they may establish an example for all District employees to emulate. The expectations of the Board and the District shall be that the prohibitions contained herein will always be honored and that the recommendations contained herein will be aspired to, and achieved whenever feasible.
- 16.3. Definitions.** The following terms or words shall have the following meanings, throughout this ethics policy:
- (a) **Major Infraction:** A major infraction means and includes misfeasance, malfeasance, violation of the oath of office, violation of the Washington State or U.S. Constitution or a state statute or any other offense listed herein that involves honesty or integrity.
 - (b) **Minor Infraction:** A minor infraction means any ethics code violation not deemed to be major.
 - (c) **Misfeasance:** Misfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, misfeasance means the performance of a duty in an improper manner or with the appearance of impropriety.
 - (d) **Malfeasance:** Malfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, malfeasance means the commission of an unlawful act.

- (e) Violation of oath of office: This term is also defined by statute, and means the neglect or willful failure of an elected public official to perform faithfully the duties imposed by law. Violation of a statute, particularly one that prescribes a duty for a Commissioner, would be an example of a violation of the oath of office.

16.4. Prohibited Conduct- A Commissioner Shall Not:

- (a) Have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature that is in conflict with the proper discharge of the Commissioner's duties.
- (b) Be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, though, or under the supervision of the Commissioner, in whole or in part, and shall not accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in any such contract, sale, lease, purchase, or grant, except as set forth below.
- (c) Use his or her position to secure special privileges or exemptions for himself, herself, or others.
- (d) Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the District, for a matter connected with or related to the Commissioner's services unless provided for by law.
- (e) Receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment of the Commissioner, or be considered as part of a reward for action or inaction.
- (f) Accept employment or engage in business or professional activity that the Commissioner might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- (g) Neither disclose confidential information gained by reason of the Commissioner's position, nor may the Commissioner otherwise use such information for his or her personal gain or benefit.
- (h) Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the District, where such Commissioner's assistance is, or to a reasonable person would appear to be, enhanced or affected by the Commissioner's position.
- (i) Employ or use any District employee or other person, District funds or money, or District property under the Commissioner's official control or direction, or in his or her official custody, for the private benefit or gain of the Commissioner, an employee of the District, or another person, except as allowed by law. This section

does not prohibit use of public resources to benefit citizens or others when such is part of District functions or official duties, or otherwise allowed by law.

- (j) Use the facilities, personnel or resources of the District to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to RCW 42.17A.555.
- (k) Participate, by voting or otherwise, in any issue that comes before the Board, when the Commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
- (l) Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of Commissioner, if concurrently serving as a Commissioner.

16.5. Recommended Conduct - At All times a Commissioner should:

- (a) Respect and comply with the law.
- (b) Act at all times in a manner that promotes public confidence in the office of Commissioner.
- (c) Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.
- (d) Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
- (e) Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
- (f) Have the courage to do what is right and stand up for those without power or authority.
- (g) Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
- (h) Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
- (i) Lead by example.
- (j) Never forget that public office requires public trust and confidence.

16.6. Exceptions.

- (a) A Commissioner is allowed by state statute to be financially involved in a contract with the District, so long as payment to the Commissioner or his/her business does not exceed \$1,500.00 in any calendar month, provided that such Commissioner

shall not vote on any such contract in which he/she is beneficially interested. Moreover, such interest shall be disclosed to the Board and noted in the minutes before formation of the contract.

- (b) A Commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).
- (c) A Commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the Commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of an employee of a contracting party, where the compensation of that employee (Commissioner) consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a Commissioner who attempts to influence, or does influence other District officers with respect to entering into the contract.

16.7. Complaints. All complaints or requests for investigation of an alleged violation of this policy shall be in writing and signed by the complainant.

ACTION ITEMS

COMMUNICATIONS CONSULTING AGREEMENT

This agreement is made by and between Snohomish County Fire District 7, whose address is 163 Village Court, Monroe, WA 98272 (Client); and, EASL, Incorporated (dba Liz Loomis Public Affairs), whose address is PO Box 2451, Snohomish WA 98291 ("Consultant").

WHEREAS, the Consultant has the requisite expertise and experience to provide consulting services to the Client; and

WHEREAS, the Client desires to retain the Consultant's services as described herein:

- I. **Consulting Services.** The Client hereby employs the Consultant to provide communication services in accordance with the terms and conditions set forth in this agreement.
- II. **Terms of Agreement.** This agreement will begin on September 1, 2019 and continue until November 30, 2019. Either party may cancel this agreement with fourteen (14) days of notice to the other party in writing, by certified mail or personal delivery. If the Client terminates this agreement without cause, it shall pay the Consultant for work completed and expenses incurred to date. All work product results are the property of the Client and deliverable at the time of termination subject to payment by the Client of all earned fees and costs.
- III. **Time Devoted by Consultant.** It is anticipated the Consultant will spend such time as is necessary to complete communication projects.
- IV. **Place Where Services Will Be Rendered.** The Consultant will perform all services in accordance with this contract at a location of the Consultant's discretion.
- V. **Payment to Consultant.** The Client will pay the Consultant US\$13,500 for services plus reasonable and approved expenses identified in Section VI. The Consultant will submit a monthly invoice for US\$4,500 and the Client will pay the Consultant within thirty (30) business days of receipt.
- VI. **Reimbursement of Expenses.** The Client will pay the Consultant on a monthly basis for reasonable expenses accrued in support of official business. Reasonable expenses are in addition to the amount of this agreement and could include travel costs (if necessary), travel time, phone charges, data files, printing, mail house handling charges, and postage for mailings. Travel time for in-person meetings with the Client is billed at half the Consultant's hourly rate.
- VII. **Independent Contractor.** Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract (e.g., Federal income tax; Social Security tax; State or local income, business or occupation taxes; Unemployment Insurance taxes; and any other taxes or business license fees).

- VIII. **Confidential Information.** The Consultant agrees to hold in strict confidence any information received in furtherance of the Consultant's obligations under this contract related to confidential, financial or business affairs of the Client and will not reveal the confidential information provided the Consultant to any other persons, firms or organizations.
- IX. **Conflict of Interest.** The Consultant agrees not to engage in any contractual activities with a client that could create an organizational conflict of interest with the Consultant's position under this contract, which might impair the Consultant's ability to render unbiased advice or service. Therefore, the Consultant agrees to seek prior written approval from the Client before entering into a contract with another party that could pose a conflict of interest.



ELIZABETH ANNE-STEAD LOOMIS
President, EASL Inc.

GARY MEEK
Fire Chief, Snohomish County Fire District 7

**HRA VEBA
Memorandum of Understanding
Between
Snohomish County Fire District #7
And
International Association of Firefighters Union 2781**

Snohomish County Fire District #7 ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan"). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees of International Association of Firefighters Union 2781 ("Group") defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

☐ **Direct Employer contributions.** All employees are eligible as a result of having enrolled in a high-deductible health plan. Employer contributions shall be equal to \$125 per single status employee or \$250 per employee with dependents, which shall be contributed on a bimonthly basis on behalf of all eligible Group employees.

☐ **Mandatory Employee Contributions** (no individual elections permitted): The Employer and Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of HRA VEBA Plan contributions equal to \$37.50, which shall be contributed on a per pay period basis, and each eligible employee's salary shall be reduced by an equal amount until such time as the Union identifies and establishes a life insurance benefit for its members. Once established, the deductions shall be applied towards the life insurance benefit. Any remaining funds shall be allocated as determined by the Union. The District will not have fiscal responsibility for this program nor will the District have legal accountability for the program. Such contributions shall be made on behalf of all Group employees defined as eligible and shall be considered and referred to as Employer contributions.

The term of this agreement shall be effective from _____ 2019 until such time as the funding formula changes.

Signed for **Snohomish County Fire District #7:**

Date: _____

Signed for **International Association of Firefighters Union 2781**

Date: _____

COMMITTEE REPORTS

A couple things from the Engine Operations Committee...

The Engine Company Operations Committee has combined with Lake Stevens Fire members to create a joint committee as we move into our future organization. Our goal is to create STANDARD and EXCELLENT Engine Company Operations. This committee will be making some recommendations to the department and Operations for standard hose bed configurations and well as other equipment carried on engine companies. If you have any input please contact a committee member and they will bring it to our next meeting in September.

The department continues to purchase hose to replace and increase our reserve each year as we do our annual hose testing. If your engine needs anything document in OPIQ and reach out to FF Kevin Gleason with any hose needs.

Each engine in SCFD7 will be getting an additional 4" to 5" Storz adapter. We had one of our engine companies working on a fire in Everett where they were asked to boost pressure at a hydrant. Everett FD has 5" hose with 5" storz couplings as well as 5" steamer ported hydrants. Our engine was not able to boost pressure efficiently and were forced to use 3" pony sections off the hydrant as they were using their single adapter to make the connection from the 5" hose to their engine. In response to this, we have added an additional 4" to 5" adapter to our inventory for a total of two on each engines.

The air bags from E31A have been moved to E71. We have ordered Rescue 42's and stokes basket that will also be carried on E71 in the near future. The goal was to have two apparatus in each battalion "heavy" on the rescue equipment. As we move into 2020 this most likely will change and all engines will be "heavy" on the rescue equipment with a standard inventory throughout all three battalions.

Thanks to the Training Division and Lt. Karapostoles for their time and effort on the 2019 Engine Company Operations Evaluations. We believe these were a success, they show progress in our organizations ability to work towards standardization amongst crews and Battalions.

Engine Company Operations Committee Members:

Cpt. Cardona FF K. Gleason

Cpt. Kees FF Chester

Lt. DiMonda FF Winter

Lt. Karopostoles FF Henning

D/O Edmundson

OTHER MEETINGS ATTENDED

OLD BUSINESS

CALL ON COMMISSIONERS

EXECUTIVE SESSION