



# **COMMISSIONER BOARD MEETING**

**DECEMBER 8, 2022**

**5:30 PM**

**SRFR STATION 31 TRAINING ROOM**

**VIA BLUEJEANS**

**SNOHOMISH REGIONAL FIRE & RESCUE**

**WASHINGTON**



# AGENDA





## SNOHOMISH REGIONAL FIRE & RESCUE

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

SRFR Station 31 Training Room/ Via BlueJeans

163 Village Court, Monroe, WA 98272

December 8, 2022, 1730 hours

#### CALL TO ORDER

#### PUBLIC COMMENT

#### UNION COMMENT

#### CHIEF'S REPORT

#### COMMISSIONER REPORTS

Meeting	Chair	Last Mtg.	Next Mtg.	Reporting
Capital Facilities	Steinruck	11/15	12/27	No
Finance	Elmore	11/21	12/22	Yes
Post-Employment Medical	Elmore	9/08		
Citizen's Advisory	TBD			
Sno911	Waugh	10/20	12/15	No
Sno Isle Commissioners	Fay	12/1	1/5/23	Yes
Leadership Meeting			11/15	No

#### CONSENT AGENDA

##### **Approve Vouchers**

Benefit Vouchers: 22- 04031 to 22-04054; (\$638,780.28)

AP Vouchers: 22-04055 to 22-04142; (\$198,023.83)

##### **Approval of Payroll**

November 30, 2022 (\$1,278,399.28)

##### **Approval of Minutes**

Approve Regular Board Meeting Minutes – November 22, 2022

#### OLD BUSINESS

##### **Discussion**

Sultan ALS Contract Extension

**Action**

Teamsters Contract Correction  
Mill Creek Transition  
Pro Committee Appointments

**NEW BUSINESS****Discussion**

Chief's Annual Review and Contract  
Ladder Committee Presentation  
Board Chair/Vice Chair 2023  
Design Build Presentation Tentative Date 1/17/2023  
Ad Hoc Committee: Policies  
Shop Contract  
Dr. Talley Annual Contract

**Action**

Paid Family and Medical Leave Policy  
Paid Family and Medical Leave MOU

**GOOD OF THE ORDER****ATTENDANCE CHECK**

Regular Commissioner Meeting December 22, 2022, at 1730 hours – Station 31 Training Room/BlueJeans.

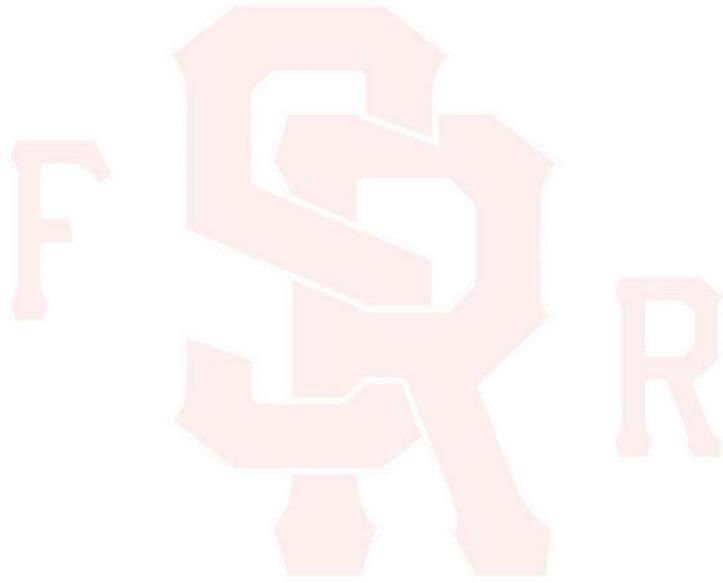
**EXECUTIVE SESSION**

RCW 42.30.110(1)(g): To review the performance of a public employee.  
RCW 42.30.140(4)(b): Labor Negotiations  
RCW 42.30.110(1)(i): To discuss potential pending litigation with legal counsel.

**ADJOURNMENT**

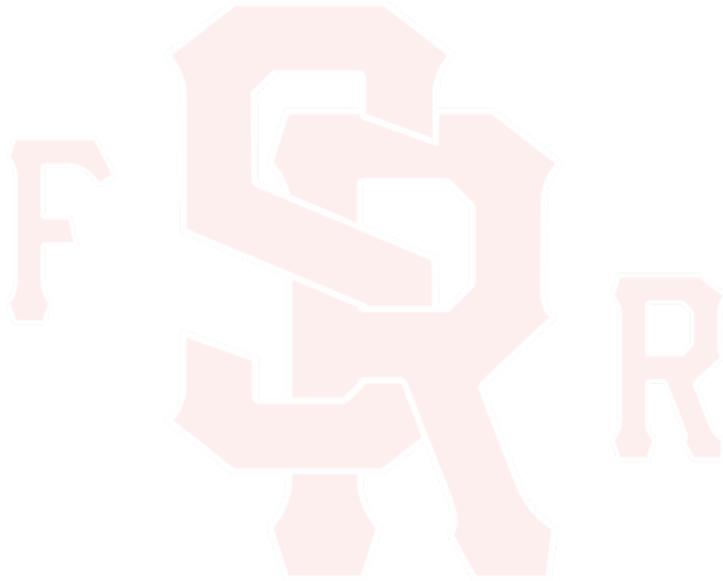


# CHIEF'S REPORT



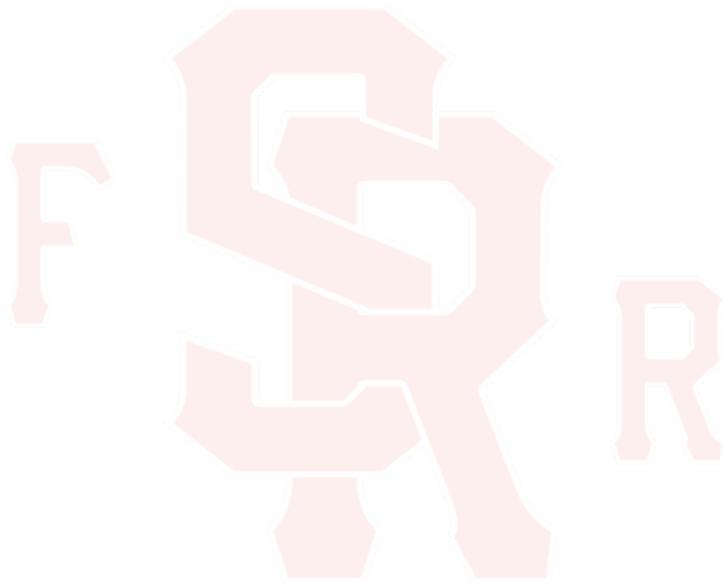


# COMMISSIONER REPORTS





# CONSENT AGENDA



# Snohomish County Fire District #7 Claims Voucher Summary

12/05/2022

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
22-04031	AFLAC		591.44
22-04032	DEPARTMENT OF RETIREMENT SYSTEMS		397,631.31
22-04033	FIRE 7 FOUNDATION		537.50
22-04034	FIREPAC		1,012.43
22-04035	GENERAL TEAMSTERS UNION LOCAL 38		1,396.00
22-04036	HRA VEBA TRUST		54,319.81
22-04037	IAFF LOCAL 2781		1.15
22-04038	IAFF LOCAL 2781		517.50
22-04039	IAFF LOCAL 2781		2.00
22-04040	IAFF LOCAL 2781		8,981.75
22-04041	IAFF LOCAL 2781		0.52
22-04042	IAFF LOCAL 2781		1,020.00
22-04043	IAFF LOCAL 2781		4,236.71
22-04044	IAFF LOCAL 2781		1,030.00
22-04045	IAFF LOCAL 2781		4,300.58
22-04046	IAFF LOCAL 2781		512.50
22-04047	IAFF LOCAL 2781		9,078.85
22-04048	LOCAL IAFF 2781 PAC		797.50
22-04049	MATRIX TRUST COMPANY		21,443.37
22-04050	PAID FAMILY & MEDICAL LEAVE		10,692.99
22-04051	TD AMERITRADE INSTITUTIONAL		388.50
22-04052	VOYA INSTITUTIONAL TRUST CO		89,253.44
22-04053	WSCFF FASTPAC		809.43
22-04054	WSCFF-EMP BENEFIT TRUST		30,225.00

**Page Total** 638,780.28

**Cumulative Total** 638,780.28



Snohomish Regional Fire &amp; Rescue, WA

# Docket of Claims Register

APPKT01151 - 12/08/2022 Board Meeting - KP

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
2189	AJ'S LANDCARE, INC	22-04055						10,744.47
		121215011	Landscaping Monthly Maintenance - S	Invoice	11/30/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	911.66
		121215012	Landscaping Monthly Maintenance - S	Invoice	11/30/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	944.13
		121215013	Landscaping Monthly Maintenance - S	Invoice	11/30/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	899.16
		121215014	Landscaping Monthly Maintenance - S	Invoice	11/30/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	957.25
		121215015	Landscaping Monthly Maintenance - A	Invoice	11/30/2022	Landscaping Monthly Maintenance - A	001-507-522-50-41-00	884.31
		121215016	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	854.21
		121215017	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	929.05
		121215018	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	755.76
		121215019	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	469.63
		121215020	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	699.11
		121215021	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	700.06
		121215022	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	840.98
		121215023	Landscaping Monthly Maintenance - S	Invoice	10/31/2022	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	899.16
0025	ALDERWOOD WATER DISTRICT	22-04056						78.29
	ST73-SEPNOV22	Water - ST 73	Invoice	11/16/2022	Water - ST 73	001-507-522-50-47-02		78.29
0025	ALDERWOOD WATER DISTRICT	22-04057						15.82
	ST73FM-SEPNOV22	Water (Fire Meter) - ST 73	Invoice	11/16/2022	Water (Fire Meter) - ST 73	001-507-522-50-47-02		15.82
0028	ALL BATTERY SALES AND SERVICE	22-04058						438.37
	300-10106918	Shop Parts	Invoice	11/18/2022	Shop Parts	050-511-522-60-34-01		95.31
	300-10106969	Shop Parts	Invoice	11/21/2022	Shop Parts	050-511-522-60-34-01		343.06
2106	AMAZON CAPITAL SERVICES, INC	22-04059						325.38
	14GD-RKVJ-VQVL	Pens (Shop)	Invoice	11/20/2022	Pens (Shop)	050-511-522-60-31-03		40.48
	1MCJ-LXT9-CD9G	Shop Supplies	Invoice	11/18/2022	Shop Supplies	050-511-522-60-31-05		193.94
	1VCF-JRYR-RTYP	Shop Parts	Invoice	11/20/2022	Shop Parts	050-511-522-60-34-01		90.96
0040	ARAMARK UNIFORM SERVICES	22-04060						191.40
	6560103324	Shop Supplies/Uniform Rental/Laundry	Invoice	11/17/2022	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04		79.17
	6560106872	Shop Supplies/Uniform Rental/Laundry	Invoice	11/24/2022	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04		80.30
	6560106874	Shop Towels, Floor Mat & Mop Supply	Invoice	11/24/2022	Shop Towels, Floor Mat & Mop Supply	001-507-522-50-41-00		31.93
1523	AT&T MOBILITY LLC	22-04061						46.72
	287289300744X11162022	Test Modem Data Plan	Invoice	11/08/2022	Test Modem Data Plan	001-513-522-10-42-00		46.72

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APPKT01151 - 12/08/2022 Board Meeting - KP

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0058	BICKFORD MOTORS INC. 1222473	22-04062 Shop Parts	Invoice	05/27/2022	Shop Parts	050-511-522-60-34-01	447.18 80.99
	1223200	Shop Parts	Invoice	06/08/2022	Shop Parts	050-511-522-60-34-01	83.79
	1234977	Shop Parts	Invoice	11/17/2022	Shop Parts	050-511-522-60-34-01	56.30
	1235012	Shop Parts	Invoice	11/16/2022	Shop Parts	050-511-522-60-34-01	16.65
	1235086	Shop Parts	Invoice	11/17/2022	Shop Parts	050-511-522-60-34-01	40.17
	1235157	Shop Parts	Invoice	11/18/2022	Shop Parts	050-511-522-60-34-01	40.17
	1235734	Shop Parts	Invoice	11/29/2022	Shop Parts	050-511-522-60-34-01	42.88
	1235843	Shop Parts	Invoice	12/01/2022	Shop Parts	050-511-522-60-34-01	86.23
0068	BRAD TALLEY NOV2022	22-04063 EMS Servcs Contract: Medical Supervis	Invoice	12/01/2022	EMS Servcs Contract: Medical Supervis	001-509-522-20-41-02	4,000.00 4,000.00
0070	BRAKE & CLUTCH SUPPLY INC 114631	22-04064 Shop Parts	Invoice	11/18/2022	Shop Parts	050-511-522-60-34-01	1,501.64 477.10
	114874	Shop Parts	Invoice	12/01/2022	Shop Parts	050-511-522-60-34-01	1,024.54
0096	CENTRAL WELDING SUPPLY RN11222228	22-04065 Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	1,403.39 233.12
	RN11222229	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	254.83
	RN11222230	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	169.46
	RN11224506	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	409.08
	RN11224507	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2022	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	61.73
	SP 886021	Oxygen Cylinder Exchange/Re-Fill (x11)	Invoice	11/30/2022	Oxygen Cylinder Exchange/Re-Fill (x11)	001-509-522-20-45-00	156.40
	SP 886386	Oxygen Cylinder Exchange/Re-Fill (x6)	Invoice	11/17/2022	Oxygen Cylinder Exchange/Re-Fill (x6)	001-509-522-20-45-00	118.77
0531	CHRISTENSEN, INC 0385495-IN	22-04066 Shop Parts	Invoice	11/30/2022	Shop Parts	050-511-522-60-34-01	3,033.65 3,033.65
0112	CLEARFLY COMMUNICATIONS INV470509	22-04067 Phone/Fax Services - Admin Bldg, ST 3	Invoice	12/01/2022	Phone/Fax Services - Admin Bldg, ST 3	001-513-522-50-42-01	772.24 772.24
0126	COMCAST ST76-DEC22/JAN23	22-04068 Internet Services - ST 76	Invoice	11/27/2022	Internet Services - ST 76	001-513-522-50-42-01	151.97 151.97
0126	COMCAST ST72-DEC22/JAN23	22-04069 Internet Services - ST 72	Invoice	11/27/2022	Internet Services - ST 72	001-513-522-50-42-01	151.71 151.71
0126	COMCAST ST32-DEC22/JAN23	22-04070 Internet Services - ST 32	Invoice	11/25/2022	Internet Services - ST 32	001-513-522-50-42-01	151.73 151.73
0126	COMCAST ST77-DEC22/JAN23	22-04071 Internet Services - ST 77	Invoice	11/26/2022	Internet Services - ST 77	001-513-522-50-42-01	151.95 151.95
0126	COMCAST ST31-DEC22/JAN23	22-04072 Internet Services - ST 31	Invoice	11/27/2022	Internet Services - ST 31	001-513-522-50-42-01	156.73 156.73
1956	DICK'S TOWING, INC. 18237878	22-04073 Shop Parts	Invoice	11/23/2022	Shop Parts	050-511-522-60-34-01	385.75 385.75

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0178	EMERALD SERVICES, INC 90435103	22-04074 Hazardous Materials Disposal (Shop)	Invoice	11/10/2022	Hazardous Materials Disposal (Shop)	050-511-522-60-41-03	50.05 50.05
2202	EMERGENCY MEDICAL EDUCATION 1050	22-04075 AHA ACLS Skills Check (J.Virnig)	Invoice	11/21/2022	AHA ACLS Skills Check (J.Virnig)	001-509-522-45-49-02	150.00 150.00
0182	EMERGENT RESPIRATORY 35007471 35007610	22-04076 CPAP Machine Supplies - ST 31 CPAP Machine Supplies - ST 31	Invoice Invoice	08/03/2022 11/14/2022	CPAP Machine Supplies - ST 31 CPAP Machine Supplies - ST 31	001-509-522-30-31-01 001-509-522-30-31-01	929.20 430.00 499.20
0222	FREIGHTLINER NORTHWEST PC304009644;01 PC304009652;01 PC304009652;02 PC304009924;01 PC304009937;01 PC304009954;01 PC304009977;01	22-04077 Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	Invoice Invoice Invoice Credit Memo Invoice Invoice Credit Memo	11/15/2022 11/16/2022 11/16/2022 11/29/2022 11/30/2022 12/01/2022 12/01/2022	Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	1,307.16 117.78 96.69 128.92 -944.40 132.24 2,117.81 -341.88
0238	GRAINGER 9523438530 9523971308 9523971316 9524166551 9525847563 9529554637	22-04078 Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies	Invoice Invoice Invoice Invoice Invoice Invoice	11/23/2022 11/23/2022 11/23/2022 11/23/2022 11/28/2022 11/30/2022	Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies Station Operating Supplies	001-507-522-50-31-00 001-507-522-50-31-00 001-507-522-50-31-00 001-507-522-50-31-00 001-507-522-50-31-00 001-507-522-50-31-00	1,567.38 26.66 141.46 424.37 726.23 141.85 106.81
0257	HIGHWAY AUTO SUPPLY 1-663633 1-664314	22-04079 Shop Parts Shop Parts	Invoice Invoice	11/18/2022 12/01/2022	Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01	167.03 114.28 52.75
0260	HUGHES FIRE EQUIPMENT 584547 585238 585309	22-04080 Shop Parts Shop Parts Shop Parts	Invoice Invoice Invoice	11/09/2022 11/30/2022 12/01/2022	Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	1,126.11 321.48 251.58 553.05
1872	INTERSTATE ALL BATTERY CENTE 999715675	22-04081 Shop Parts	Invoice	11/01/2022	Shop Parts	050-511-522-60-34-01	259.56 259.56
0277	ISOUTSOURCE CW273836 CW273917	22-04082 Monthly Software Fees/Monitoring Se IT Services	Invoice Invoice	11/18/2022 11/15/2022	Monthly Software Fees/Monitoring Se IT Services	001-513-522-10-41-04 001-513-522-10-41-04	21,766.22 803.00 20,963.22
2011	NORTHWEST FIBER, LLC ST71-NOVDEC22	22-04083 Fax & Alarm Connection Services - ST 7	Invoice	11/14/2022	Fax & Alarm Connection Services - ST 7	001-513-522-50-42-01	222.46 222.46
2011	NORTHWEST FIBER, LLC NB-NOVDEC22	22-04084 Phone/Fax/Alarm Services - ST 81, 82,	Invoice	11/16/2022	Phone/Fax/Alarm Services - ST 81, 82,	001-513-522-50-42-01	1,152.23 1,152.23

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APPKT01151 - 12/08/2022 Board Meeting - KP

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2011	NORTHWEST FIBER, LLC ST73-NOVDEC22	22-04085 Fax & Alarm Connection Services - ST 7	Invoice	11/10/2022	Fax & Alarm Connection Services - ST 7	001-513-522-50-42-01	382.31 382.31
2162	NYS ENTERPRISES INC 22105-2	22-04086 Asphalt Sealcoat,Re-Striping,Curb Repl	Invoice	11/21/2022	Asphalt Sealcoat,Re-Striping,Curb Repl	300-507-594-50-62-71	91,242.81 91,242.81
0434	OFFICE DEPOT, INC 277743430001 278148405001 279322479001	22-04087 Label Maker Tape (2pk) Clipboard (2pk) (x4) (HR) Desktp Calendr,3-Ring Binders,8-Tab B	Invoice Invoice Invoice	11/28/2022 11/15/2022 11/23/2022	Label Maker Tape (2pk) Clipboard (2pk) (x4) (HR) Desktp Calendr,3-Ring Binders,8-Tab B	001-502-522-10-31-00 001-502-522-10-35-00 001-502-522-10-31-00	137.20 26.39 10.15 100.66
0433	O'REILLY AUTO PARTS 3711-103660 3711-104011 3711-130045	22-04088 Shop Parts Shop Parts Shop Parts	Invoice Credit Memo Invoice	08/04/2022 08/05/2022 12/01/2022	Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	14.33 24.79 -24.79 14.33
0466	PETROCARD, INC. C035500	22-04089 OnSite Mobile Fueling Service - ST 71,	Invoice	11/16/2022	OnSite Mobile Fueling Service - ST 71,	001-504-522-20-32-00 001-509-522-20-32-00	3,338.28 1,669.14 1,669.14
0483	PUGET SOUND ENERGY ST73-OCTNOV22	22-04090 Natural Gas - ST 73	Invoice	11/14/2022	Natural Gas - ST 73	001-507-522-50-47-03	244.61 244.61
0483	PUGET SOUND ENERGY ST74-OCTNOV22	22-04091 Natural Gas - ST 74/Logistics Bldg	Invoice	11/14/2022	Natural Gas - ST 74/Logistics Bldg	001-507-522-50-47-03	291.17 291.17
0483	PUGET SOUND ENERGY ST76-OCTNOV22	22-04092 Natural Gas - ST 76	Invoice	11/17/2022	Natural Gas - ST 76	001-507-522-50-47-03	369.35 369.35
0483	PUGET SOUND ENERGY ST72-OCTNOV22	22-04093 Natural Gas - ST 72	Invoice	11/17/2022	Natural Gas - ST 72	001-507-522-50-47-03	237.32 237.32
0483	PUGET SOUND ENERGY ST33-OCTNOV22	22-04094 Natural Gas - ST 33	Invoice	11/11/2022	Natural Gas - ST 33	001-507-522-50-47-03	318.55 318.55
0483	PUGET SOUND ENERGY ST77-OCTNOV22	22-04095 Natural Gas - ST 77	Invoice	11/17/2022	Natural Gas - ST 77	001-507-522-50-47-03	421.89 421.89
0483	PUGET SOUND ENERGY ST71-OCTNOV22	22-04096 Natural Gas - ST 71	Invoice	11/15/2022	Natural Gas - ST 71	001-507-522-50-47-03	376.30 376.30
0484	PURCELL TIRE & SERVICE CENTEF 24257836 24257837 24257921	22-04097 Shop Parts Shop Parts Shop Parts	Invoice Invoice Invoice	11/25/2022 12/01/2022 11/30/2022	Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	3,761.97 86.70 1,076.36 2,598.91
2053	RAINGARDENS NORTHWEST, INC R5084 R5859	22-04098 Filterra Stormwater Biofiltratn System N Filterra Stormwater Biofiltratn System N	Invoice Invoice	12/13/2021 06/13/2022	Filterra Stormwater Biofiltratn System N Filterra Stormwater Biofiltratn System N	001-507-522-50-48-00 001-507-522-50-48-00	529.92 264.96 264.96
1937	RAIRDON'S OF MONROE 92129	22-04099 Shop Parts	Invoice	11/23/2022	Shop Parts	050-511-522-60-34-01	68.31 68.31

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APPKT01151 - 12/08/2022 Board Meeting - KP

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
1533	REHN & ASSOCIATES IN0000169130	22-04100 COBRA Rights Notice Letter (Ret. & Chi	Invoice	10/31/2022	COBRA Rights Notice Letter (Ret. & Chi	001-502-522-10-41-01	175.00 175.00
0501	RICOH USA, INC. 106691253	22-04101 Copier Machine - ST 71	Invoice	11/10/2022	Copier Machine Lease - ST 71 Copier Machine Usage - ST 71	001-512-591-22-70-00 001-502-522-10-31-00	521.38 319.07 202.31
0501	RICOH USA, INC. 106716656	22-04102 Copier Machine Usage - Admin Bldg	Invoice	11/21/2022	Copier Machine Usage - Admin Bldg	001-502-522-10-31-00	35.95 35.95
0544	SILVER LAKE WATER ST76-NOV22	22-04103 Water & Sewer - ST 76	Invoice	11/30/2022	Water & Sewer - ST 76	001-507-522-50-47-02	162.13 162.13
0544	SILVER LAKE WATER ST76FM-NOV22	22-04104 Water (Fire Meter) - ST 76	Invoice	11/30/2022	Water (Fire Meter) - ST 76	001-507-522-50-47-02	176.80 176.80
0544	SILVER LAKE WATER ST77FM-NOV22	22-04105 Water (Fire Meter) - ST 77	Invoice	11/30/2022	Water (Fire Meter) - ST 77	001-507-522-50-47-02	176.80 176.80
0544	SILVER LAKE WATER ST77-NOV22	22-04106 Water & Sewer - ST 77	Invoice	11/30/2022	Water & Sewer - ST 77	001-507-522-50-47-02	122.50 122.50
0546	SISKUN POWER EQUIPMENT 456194	22-04107 Stihl 'MS 462' Chain Saw (x3), Chain Lo	Invoice	11/16/2022	Stihl 'MS 462' Chain Saw (x3), Chain Lc	001-506-522-45-35-00	4,654.70 4,654.70
0565	SNOHOMISH COUNTY PUD 109214805	22-04108 Electricity & Water - ST 82	Invoice	11/16/2022	Electricity - ST 82 Water - ST 82	001-507-522-50-47-01 001-507-522-50-47-02	1,568.23 1,072.72 495.51
0565	SNOHOMISH COUNTY PUD 119105738	22-04109 Electricity - ST 74/Logistics Bldg	Invoice	11/22/2022	Electricity - ST 74/Logistics Bldg	001-507-522-50-47-01	129.29 129.29
0565	SNOHOMISH COUNTY PUD 109212587	22-04110 Electricity & Water - ST 81	Invoice	11/14/2022	Electricity - ST 81 Water - ST 81	001-507-522-50-47-01 001-507-522-50-47-02	663.88 534.70 129.18
0565	SNOHOMISH COUNTY PUD 138817478	22-04111 Electricity - ST 73	Invoice	11/15/2022	Electricity - ST 73	001-507-522-50-47-01	252.22 252.22
0565	SNOHOMISH COUNTY PUD 135616559	22-04112 Electricity - ST 33	Invoice	11/22/2022	Electricity - ST 33	001-507-522-50-47-01	1,163.05 1,163.05
0565	SNOHOMISH COUNTY PUD 142147376	22-04113 Electricity - ST 71	Invoice	11/29/2022	Electricity - ST 71	001-507-522-50-47-01	1,794.81 1,794.81
0565	SNOHOMISH COUNTY PUD 112500401	22-04114 Electricity - ST 82 Garage/Storage Bldg	Invoice	11/14/2022	Electricity - ST 82 Garage/Storage Bldg	001-507-522-50-47-01	16.85 16.85
0565	SNOHOMISH COUNTY PUD 168038485	22-04115 Electricity - Admin Bldg	Invoice	11/17/2022	Electricity - Admin Bldg	001-507-522-50-47-01 300-507-522-50-47-00	1,543.32 231.50 1,311.82
0565	SNOHOMISH COUNTY PUD 119100238	22-04116 Electricity - ST 72	Invoice	11/14/2022	Electricity - ST 72	001-507-522-50-47-01	566.64 566.64

## Docket of Claims Register

APPKT01151 - 12/08/2022 Board Meeting - KP

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0565	SNOHOMISH COUNTY PUD 168038484	22-04117 Electricity - ST 31	Invoice	11/17/2022	Electricity - ST 31	001-507-522-50-47-01	1,768.37 1,768.37
0565	SNOHOMISH COUNTY PUD 164856297	22-04118 Electricity - ST 32	Invoice	11/22/2022	Electricity - ST 32	001-507-522-50-47-01	253.08 253.08
0572	SPEEDWAY CHEVROLET 135321 135987	22-04119 Shop Parts Shop Parts	Invoice Invoice	10/04/2022 11/30/2022	Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01	337.95 16.40 321.55
2057	SPRAGUE PEST SOLUTIONS 4960536 4960539 4960540 4960541	22-04120 Monthly Pest Control Services - Admin Monthly Pest Control Services - ST 82 Monthly Pest Control Services - ST 83 Monthly Pest Control Services - ST 81	Invoice Invoice Invoice Invoice	11/11/2022 11/09/2022 11/09/2022 11/09/2022	Monthly Pest Control Services - Admin Monthly Pest Control Services - ST 82 Monthly Pest Control Services - ST 83 Monthly Pest Control Services - ST 81	001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00	396.49 99.28 99.01 99.19 99.01
2073	TARGET SOLUTIONS LEARNING L INV61086 INV61110 INV61192	22-04121 CrewSense Pro Monthly Subscription ( CrewSense Pro Monthly Subscrptn & P CrewSense Pro Support Plan (Monthly	Invoice Invoice Invoice	12/01/2022 12/01/2022 12/01/2022	CrewSense Pro Monthly Subscription ( CrewSense Pro Monthly Subscrptn & P CrewSense Pro Support Plan (Monthly	001-513-522-10-49-04 001-513-522-10-49-04 001-513-522-10-49-04	1,736.53 408.45 1,228.09 99.99
0610	TRUE NORTH EMERGENCY EQUIP A12995 A13026 A13049 A13063 A13096 A13109	22-04122 Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	Invoice Invoice Invoice Invoice Invoice Invoice	11/15/2022 11/18/2022 11/22/2022 11/23/2022 11/29/2022 11/30/2022	Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	5,645.75 442.14 82.45 2,350.72 150.59 203.83 2,416.02
0633	VERIZON WIRELESS SERVICES LLC 9920634845	22-04123 District Mifi Plans	Invoice	11/15/2022	District Mifi Plans	001-513-522-10-42-00	4,231.68 4,231.68
0633	VERIZON WIRELESS SERVICES LLC 9920634846	22-04124 District Cell Phones	Invoice	11/15/2022	District Cell Phones - Fire District Cell Phones - Shop	001-513-522-10-42-00 050-511-522-60-42-00	2,948.91 2,780.77 168.14
0579	WASHINGTON STATE AUDITOR'S L151094	22-04125 Accountability & Financial Audit (2021	Invoice	11/10/2022	Accountability & Financial Audit (2021	001-512-522-10-41-12	8,010.90 8,010.90
0648	WASTE MANAGEMENT NORTHV 1228066-2677-8	22-04126 Refuse & Recycle - ST 77	Invoice	12/01/2022	Refuse & Recycle - ST 77	001-507-522-50-47-04	290.91 290.91
0648	WASTE MANAGEMENT NORTHV 0946557-4968-0	22-04127 Refuse - ST 81	Invoice	12/01/2022	Refuse - ST 81	001-507-522-50-47-04	167.29 167.29
0648	WASTE MANAGEMENT NORTHV 9322819-4968-9	22-04128 Refuse & Recycle - ST 83	Invoice	12/01/2022	Refuse & Recycle - ST 83	001-507-522-50-47-04	208.64 208.64
0648	WASTE MANAGEMENT NORTHV 1229682-2677-1	22-04129 Refuse - ST 33	Invoice	12/01/2022	Refuse - ST 33	001-507-522-50-47-04	207.41 207.41

## Docket of Claims Register

APPKT01151 - 12/08/2022 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0648	WASTE MANAGEMENT NORTHM	22-04130					426.59
	1229683-2677-9	Recycling - ST 33	Invoice	12/01/2022	Recycling - ST 33	001-507-522-50-47-04	426.59
0648	WASTE MANAGEMENT NORTHM	22-04131					117.65
	1227930-2677-6	Refuse - ST 76	Invoice	12/01/2022	Refuse - ST 76	001-507-522-50-47-04	117.65
0648	WASTE MANAGEMENT NORTHM	22-04132					117.54
	1227852-2677-2	Refuse - ST 72	Invoice	12/01/2022	Refuse - ST 72	001-507-522-50-47-04	117.54
0648	WASTE MANAGEMENT NORTHM	22-04133					164.13
	1227993-2677-4	Refuse & Recycle - ST 74/Logistics Bldg	Invoice	12/01/2022	Refuse & Recycle - ST 74/Logistics Bldg	001-507-522-50-47-04	164.13
0648	WASTE MANAGEMENT NORTHM	22-04134					187.07
	1227853-2677-0	Refuse - ST 71	Invoice	12/01/2022	Refuse - ST 71	001-507-522-50-47-04	187.07
0648	WASTE MANAGEMENT NORTHM	22-04135					214.70
	1228268-2677-0	Recycling - ST 72	Invoice	12/01/2022	Recycling - ST 72	001-507-522-50-47-04	214.70
0648	WASTE MANAGEMENT NORTHM	22-04136					452.35
	1228354-2677-8	Recycling - Admin Bldg	Invoice	12/01/2022	Recycling - Admin Bldg	001-507-522-50-47-04 300-507-522-50-47-00	67.85 384.50
0648	WASTE MANAGEMENT NORTHM	22-04137					189.13
	0946556-4968-2	Recycling - ST 81	Invoice	12/01/2022	Recycling - ST 81	001-507-522-50-47-04	189.13
0648	WASTE MANAGEMENT NORTHM	22-04138					446.35
	1228267-2677-2	Recycling - ST 71	Invoice	12/01/2022	Recycling - ST 71	001-507-522-50-47-04	446.35
0648	WASTE MANAGEMENT NORTHM	22-04139					259.61
	1228690-2677-5	Refuse & Recycle - ST 73	Invoice	12/01/2022	Refuse & Recycle - ST 73	001-507-522-50-47-04	259.61
0648	WASTE MANAGEMENT NORTHM	22-04140					290.45
	1228269-2677-8	Recycling - ST 76	Invoice	12/01/2022	Recycling - ST 76	001-507-522-50-47-04	290.45
0648	WASTE MANAGEMENT NORTHM	22-04141					279.42
	0946336-4968-9	Refuse & Recycle - ST 82	Invoice	12/01/2022	Refuse & Recycle - ST 82	001-507-522-50-47-04	279.42
0665	WHELEN ENGINEERING COMPAN	22-04142					371.27
	200038	Shop Parts	Invoice	11/02/2022	Shop Parts	050-511-522-60-34-01	29.12
	209558	Shop Parts	Invoice	11/22/2022	Shop Parts	050-511-522-60-34-01	180.67
	213633	Shop Parts	Invoice	12/02/2022	Shop Parts	050-511-522-60-34-01	161.48
<b>Total Claims: 88</b>						<b>Total Payment Amount:</b>	<b>198,023.83</b>

## Snohomish Regional Fire & Rescue

### Claims Voucher Summary

12/06/2022

Page 1 of 3

Fund: Shop - Expense #050

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

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

Signatures:

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

Voucher	Payee/Claimant	1099 Default	Amount
22-04055	AJ'S LANDCARE, INC		10,744.47
22-04056	ALDERWOOD WATER DISTRICT		78.29
22-04057	ALDERWOOD WATER DISTRICT		15.82
22-04058	ALL BATTERY SALES AND SERVICE		438.37
22-04059	AMAZON CAPITAL SERVICES, INC		325.38
22-04060	ARAMARK UNIFORM SERVICES		191.40
22-04061	AT&T MOBILITY LLC		46.72
22-04062	BICKFORD MOTORS INC.		447.18
22-04063	BRAD TALLEY		4,000.00
22-04064	BRAKE & CLUTCH SUPPLY INC		1,501.64
22-04065	CENTRAL WELDING SUPPLY		1,403.39
22-04066	CHRISTENSEN, INC		3,033.65
22-04067	CLEARFLY COMMUNICATIONS		772.24
22-04068	COMCAST		151.97
22-04069	COMCAST		151.71
22-04070	COMCAST		151.73
22-04071	COMCAST		151.95
22-04072	COMCAST		156.73
22-04073	DICK'S TOWING, INC.		385.75
22-04074	EMERALD SERVICES, INC		50.05
22-04075	EMERGENCY MEDICAL EDUCATION LLC		150.00
22-04076	EMERGENT RESPIRATORY		929.20
22-04077	FREIGHTLINER NORTHWEST		1,307.16
22-04078	GRAINGER		1,567.38
22-04079	HIGHWAY AUTO SUPPLY		167.03
22-04080	HUGHES FIRE EQUIPMENT		1,126.11
22-04081	INTERSTATE ALL BATTERY CENTER		259.56
22-04082	ISOUTSOURCE		21,766.22
22-04083	NORTHWEST FIBER, LLC		222.46
22-04084	NORTHWEST FIBER, LLC		1,152.23
22-04085	NORTHWEST FIBER, LLC		382.31
		<b>Page Total</b>	53,228.10
		<b>Cumulative Total</b>	53,228.10

## Snohomish Regional Fire & Rescue

### Claims Voucher Summary

12/06/2022

Page 2 of 3

Fund: Shop - Expense #050

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

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

Signatures:

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

Voucher	Payee/Claimant	1099 Default	Amount
22-04086	NYS ENTERPRISES INC		91,242.81
22-04087	OFFICE DEPOT, INC		137.20
22-04088	O'REILLY AUTO PARTS		14.33
22-04089	PETROCARD, INC.		3,338.28
22-04090	PUGET SOUND ENERGY		244.61
22-04091	PUGET SOUND ENERGY		291.17
22-04092	PUGET SOUND ENERGY		369.35
22-04093	PUGET SOUND ENERGY		237.32
22-04094	PUGET SOUND ENERGY		318.55
22-04095	PUGET SOUND ENERGY		421.89
22-04096	PUGET SOUND ENERGY		376.30
22-04097	PURCELL TIRE & SERVICE CENTER		3,761.97
22-04098	RAINGARDENS NORTHWEST, INC.		529.92
22-04099	RAIRDON'S OF MONROE		68.31
22-04100	REHN & ASSOCIATES		175.00
22-04101	RICOH USA, INC.		521.38
22-04102	RICOH USA, INC.		35.95
22-04103	SILVER LAKE WATER		162.13
22-04104	SILVER LAKE WATER		176.80
22-04105	SILVER LAKE WATER		176.80
22-04106	SILVER LAKE WATER		122.50
22-04107	SISKUN POWER EQUIPMENT		4,654.70
22-04108	SNOHOMISH COUNTY PUD		1,568.23
22-04109	SNOHOMISH COUNTY PUD		129.29
22-04110	SNOHOMISH COUNTY PUD		663.88
22-04111	SNOHOMISH COUNTY PUD		252.22
22-04112	SNOHOMISH COUNTY PUD		1,163.05
22-04113	SNOHOMISH COUNTY PUD		1,794.81
22-04114	SNOHOMISH COUNTY PUD		16.85
22-04115	SNOHOMISH COUNTY PUD		1,543.32
22-04116	SNOHOMISH COUNTY PUD		566.64

**Page Total**

115,075.56

**Cumulative Total**

168,303.66

## Snohomish Regional Fire & Rescue Claims Voucher Summary

12/06/2022

Page 3 of 3

Fund: Shop - Expense #050

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

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

Signatures:

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

Voucher	Payee/Claimant	1099 Default	Amount
22-04117	SNOHOMISH COUNTY PUD		1,768.37
22-04118	SNOHOMISH COUNTY PUD		253.08
22-04119	SPEEDWAY CHEVROLET		337.95
22-04120	SPRAGUE PEST SOLUTIONS		396.49
22-04121	TARGET SOLUTIONS LEARNING LLC		1,736.53
22-04122	TRUE NORTH EMERGENCY EQUIPMENT INC		5,645.75
22-04123	VERIZON WIRELESS SERVICES LLC		4,231.68
22-04124	VERIZON WIRELESS SERVICES LLC		2,948.91
22-04125	WASHINGTON STATE AUDITOR'S OFFICE		8,010.90
22-04126	WASTE MANAGEMENT NORTHWEST		290.91
22-04127	WASTE MANAGEMENT NORTHWEST		167.29
22-04128	WASTE MANAGEMENT NORTHWEST		208.64
22-04129	WASTE MANAGEMENT NORTHWEST		207.41
22-04130	WASTE MANAGEMENT NORTHWEST		426.59
22-04131	WASTE MANAGEMENT NORTHWEST		117.65
22-04132	WASTE MANAGEMENT NORTHWEST		117.54
22-04133	WASTE MANAGEMENT NORTHWEST		164.13
22-04134	WASTE MANAGEMENT NORTHWEST		187.07
22-04135	WASTE MANAGEMENT NORTHWEST		214.70
22-04136	WASTE MANAGEMENT NORTHWEST		452.35
22-04137	WASTE MANAGEMENT NORTHWEST		189.13
22-04138	WASTE MANAGEMENT NORTHWEST		446.35
22-04139	WASTE MANAGEMENT NORTHWEST		259.61
22-04140	WASTE MANAGEMENT NORTHWEST		290.45
22-04141	WASTE MANAGEMENT NORTHWEST		279.42
22-04142	WHELEN ENGINEERING COMPANY		371.27

Page Total

29,720.17

Cumulative Total

198,023.83



**Payroll Summary and Authorization Form for the:**

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**11/30/2022**

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

**District Name: Snohomish Regional Fire & Rescue**

**Direct Deposits:** \$972,032.55

**Paper Checks:** \$13,503.84

**Taxes:** \$292,862.89

**Allowed in the sum of: \$1,278,399.28**

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**Reviewed by:** Denise Mattern  
District Administrative Coordinator

**Prepared by:** [Signature]  
Payroll Specialist

**Approved by Commissioners:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BOARD OF FIRE COMMISSIONERS MEETING MINUTES  
SNOHOMISH REGIONAL FIRE & RESCUE  
SRFR Station 31 Training Room/ Via BlueJeans  
163 Village Court, Monroe, WA 98272  
November 21, 2022, 1730 hours**

**CALL TO ORDER**

**PUBLIC COMMENT**

**UNION COMMENT**

**CHIEF'S REPORT:** As presented. Chief O'Brien noted the execution of the Liz Loomis Consulting Agreement.

**COMMISSIONER REPORTS:** Commissioner Elmore reviewed the highlights of the recent Financial Committee meeting. Chief O'Brien reported on the recent Leadership meeting.

**CONSENT AGENDA**

**Approve Vouchers**

*AP Vouchers: 22-03781 to 22-03939; (\$630,098.75)*

*Benefit Vouchers: 22-03941 to 22-03949; (\$788,669.36)*

*AP Vouchers: 22-03950 to 22-04028; (\$570,283.32)*

**Approval of Payroll**

*November 15, 2022 (\$1,277,846.44)*

**Approval of Minutes**

*Approve Regular Board Meeting Minutes – November 10, 2022*

**Motion to approve the Consent Agenda as submitted.**

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

**On Vote, Motion carried 7/0.**

**OLD BUSINESS**

**Discussion**

**Action**

*2023 Budget*

- *Resolution 2022-09 Regular Levy Ordinance*

**Motion to approve Resolution 2022-09 Regular Levy Ordinance.**

Motion by Commissioner Fay and 2<sup>nd</sup> by Commissioner Waugh.



On Vote, Motion carried 7/0.

- *Resolution 2022-10 EMS Levy Ordinance*

**Motion to approve Resolution 2022-10 EMS Levy Ordinance as submitted.**

Motion by Commissioner Fay and 2<sup>nd</sup> by Commissioner Waugh.

On Vote, Motion carried 7/0.

- *Resolution 2022-11 Budget for 2023*

**Motion to approve Resolution 2022-11 2023 Budget as submitted.**

Motion by Commissioner Elmore and 2<sup>nd</sup> by Commissioner Fay.

On Vote, Motion carried 7/0.

*Resolution 2022-12 Surplus Equipment*

**Motion to approve Resolution 2022-12 Surplus Equipment as submitted.**

Motion by Commissioner Elmore and 2<sup>nd</sup> by Commissioner Waugh.

On Vote, Motion carried 7/0.

*Post-Retirement Medical Contract*

- *Brian Hyatt*
- *Steve Guptill*
- *Greg Oakes*

**Motion to approve Post-Retirement Medical Contract for 2023 Retirees.**

Motion by Commissioner Waugh and 2<sup>nd</sup> by Commissioner Gagnon.

On Vote, Motion carried 7/0.

*Resolution 2022-13 Resolution to Change Board Size*

**Motion to approve Resolution 2022-13.**

Motion by Commissioner Fay and 2<sup>nd</sup> by Commissioner Waugh.

On Vote, Motion carried 7/0.

*Shop: Architectural Services Agreement*

**Motion to approve Shop: Architectural Services Agreement.**

Motion by Commissioner Fay and 2<sup>nd</sup> by Commissioner Schaub.

On Vote, Motion carried 7/0.

**NEW BUSINESS**

**Discussion**

*Teamsters Contract Correction:* Business Administrator Schoof explained the areas of clean-up needed to finalize the Teamsters contract.

*Sultan ALS Contract:* Chief O'Brien reported on the ALS agreement with Snohomish County Fire District 5.



Sultan Fire is in the process of starting their own Paramedic Service Program.

*Executive Contracts:* Chief O'Brien asked for direction from the Board of Commissioners on Executive contract cost of living increases. This will be discussed in Executive Session.

*Third Quarter Financial Report:* as presented.

## Action

### GOOD OF THE ORDER

**ATTENDANCE CHECK:** *Board Members noted availability for the Regular Commissioner Meeting December 8, at 1730-Station 31 Training Room/Blue Jeans.* Commission Gagnon will be absent with notice.

### EXECUTIVE SESSION

*RCW 42.30.140(4)(b): Labor Negotiations.* Chairman Elmore asked to begin Executive Session at 1746 hours resuming the regular board meeting at 1801 hours. Chairman Elmore reconvened the meeting with the action below.

**Motion to approve cost of living adjustment consistent with June 2022 CPIW for Executive and Exempt Contracts.**

Motion by Commissioner Elmore and 2<sup>nd</sup> by Commissioner Waugh.

**On Vote, Motion carried 7/0.**

### ADJOURNMENT

Snohomish Regional Fire & Rescue

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Commissioner Rick Edwards

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Chairman Troy Elmore

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Vice Chairman Randy Fay



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Commissioner Paul Gagnon

---

Commissioner Jeff Schaub

---

Commissioner Jim Steinruck

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Commissioner Roy Waugh



# OLD BUSINESS

## DISCUSSION





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

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

<b>Initiative Name:</b>	Snohomish County Fire District 5 ALS Contract w/Snohomish Regional Fire and Rescue 2023		
<b>Executive member responsible for guiding the initiative:</b>	Ryan Lundquist		
<b>Type of Action:</b>	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	
<b>Initiative Description:</b>	<p><b>Brief Description</b></p> <p><b>Goal of Initiative</b></p> <p><b>Initiative Results (deliverables)</b></p> <p><b>Connection to Strategic Plan</b></p> <p><b>Supporting Documentation (attach)</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Scope of work</li> <li><input type="radio"/> Contract(s)</li> <li><input type="radio"/> Project proposal(s)</li> <li><input type="radio"/> Presentation(s)</li> </ul> <p><b>If Financial: Reason RAB must be approved outside of the annual budget process</b></p>		
	<p>Snohomish County Fire District 5 and Snohomish Regional Fire and Rescue entered into an Interlocal Agreement for advanced life support services on April 13, 2020. This ILA established a payment formulary that would be used for SRFR to be compensated for ALS services to District 5.</p> <p>In the fall of 2022, Fire District 5 passed an EMS levy lid lift that allowed them to hire three entry-level firefighter/paramedics. District 5 is currently working with SRFR on training and associated ride time needed for these paramedics to be able to work in Snohomish County. It is believed that these members will be able to operate as Snohomish County paramedics after the first quarter of 2023.</p> <p>Attorney Brian Snure has drafted an amendment to the current Interlocal Agreement (ILA) that extends the ILA indefinitely but has a 30-day cancellation clause included. SRFR's intent is to cancel the ILA when District 5 can provide its own ALS service in 2023. SRFR may cancel the ILA with 3—days' notice for any reason.</p>		
<b>Financial Impact:</b>	<p>Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A</p> <p>Revenue: <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/> N/A</p> <p>Total amount of initiative (attach amount breakdown if applicable): \$</p> <p>Initial amount: \$</p> <p>Long-term annual amount(s): \$</p> <p>It is projected that Snohomish County Fire District 5 will pay SRFR approximately \$80,000 for ALS service in 2022. The decrease in revenue noted above reflects that on a month-to-month agreement, the associated revenue will be lower. <input type="checkbox"/></p> <p>Currently Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$</p> <p>Budget Amendment Needed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If yes: Fund(s)/line item(s) to be amended:</li> </ul>		

<b>Risk Assessment:</b>	<p>Risk if approved: There is no risk if approved.</p> <p>Risk if not approved: If not approved, the current relationship between Fire District 5 and SRFR as it relates to ALS service would be challenged. It is the vision of SRFR to be a proactive regional emergency services leader by partnering with internal and external stakeholders to provide safe communities for people to live, work and explore.</p>
<b>Legal Review:</b>	<p><input type="checkbox"/> Initiative conforms with District policy/procedure number (attach):</p> <p><input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives):</p> <ul style="list-style-type: none"> <li>• Contracts</li> <li>• Has been reviewed and approved by legal</li> <li>• Includes all costs</li> <li>• Includes term</li> <li>• Includes 'do not exceed' language</li> </ul> <p><input type="checkbox"/> N/A</p>
<b>Presented to, and Approved by, Senior Staff</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Commissioner Sub-Committee Approval</b>	<p>Initiative presented to commissioner sub-committee:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Approved by commissioner sub-committee:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>N/A:    <input type="checkbox"/></p>
<b>For Fire Chief Approval:</b>	<p><input checked="" type="checkbox"/> RAB document complete</p> <p><input checked="" type="checkbox"/> Supporting documentation attached</p> <p><input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber)</p> <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>
<b>RAB Executive: Confirmed email sent to Board by Fire Chief</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Board of Fire Commissioners</b>	<p>RAB initiatives go through the following process:</p> <ol style="list-style-type: none"> <li>1. Senior Staff approval to move forward to a committee/board</li> <li>2. Initiatives are introduced to the appropriate committee for review</li> <li>3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item</li> </ol>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>○ The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)</li></ul> <p>4. At a second commissioner meeting, initiatives may be assigned as an action item for approval</p> |
|--|---|

<b>Execution:</b>	<b>It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.</b>
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**INTERIM INTERLOCAL AGREEMENT FOR  
ADVANCED LIFE SUPPORT SERVICES**

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

**I. RECITALS**

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

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

**II. TERMS AND CONDITIONS**

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

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

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

**2. Advanced Life Support Services.**

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

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

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

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

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

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

## 6. Contract Payment for Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: 04/09/20

DATED: 4/13/2020

**SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 7**

**SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 5**

By virtual attendance   
Roy Waugh, Chairman

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

By virtual attendance   
Troy Elmore, Vice Chairman

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

By virtual attendance   
Jeff Schaub, Fire Commissioner

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

By virtual attendance   
Randy Woolery, Fire Commissioner

ATTEST:

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

By virtual attendance   
Randy Fay, Fire Commissioner

Signature Authorized under Covid-19  
Emergency Resolutions 2020-01/02

By virtual attendance   
Paul Gagnon, Fire Commissioner

  
Merlin Halverson, Fire Chief

By virtual attendance   
Jim Steinruck, Fire Commissioner



**AMENDMENT TO INTERIM INTERLOCAL AGREEMENT FOR  
ADVANCED LIFE SUPPORT SERVICES**

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

**I. RECITALS**

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

- A. On April 13, 2020, the Parties entered into an Interim Interlocal Agreement for Advanced Life Support Services (the "Interim Agreement");
- B. The Parties are continuing to explore a longer-term agreement for ALS Services that is fair and equitable to the citizens of both agencies and is fiscally responsible; and
- C. The Parties desire to extend the term of the Interim Agreement to give them additional time to discuss a successor, long-term agreement.

**II. TERMS AND CONDITIONS**

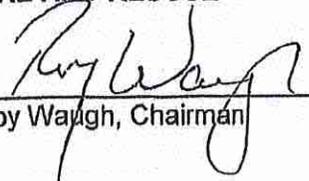
**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows.

1. **Contract Payment for Service. 2022 Formula:** D5 AV (\$1,299,781,336) x EQ. Levy Rate, (\$0.118185173)/1000=\$153,614.88 *2020 147,026 (6588) \ 4.5%*  
By way of example, if the ratio of ALS Total OOS minutes stays the same in 2022, SRFR would receive 37.41% of \$153,614.88 = \$57,467.33.
2. **Term.** The Expiration Date of the Interim Agreement shall be extended to December 31, 2022.
3. **Other Terms and Conditions.** All other terms and conditions in the Interim Agreement shall remain the same and in full force and effect.

DATED: 11/9/21

DATED: 11/22/21

**SNOHOMISH REGIONAL  
FIRE AND RESCUE**

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

**SNOHOMISH COUNTY  
FIRE PROTECTION DISTRICT 5**

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



SNOHOMISH REGIONAL FIRE & RESCUE

Troy Elmore, Vice Chairman

Brian Cople, Fire Commissioner

Jeff Schaub, Fire Commissioner

Kelly Geiger, Fire Commissioner

Randy Woolery, Fire Commissioner

ATTEST:

Randy Fay, Fire Commissioner

Cathy Barth, District Secretary

Paul Gagnon, Fire Commissioner

*Authorized by the Districts  
Board of Commissioner on  
11/22/21. Signed on behalf of  
The Board by Chief Halverson as  
allowed under Resolution 2020-01.*

Jim Steinruck, Fire Commissioner

Rick Edwards, Fire Commissioner

*M. Halverson*

Bill Snyder, Fire Commissioner

ATTEST:

Leah Schoof, Business Administrator

SECOND AMENDMENT TO INTERIM INTERLOCAL AGREEMENT  
FOR ADVANCED LIFE SUPPORT SERVICES

THIS SECOND AMENDMENT TO INTERIM INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES ("Interim Agreement") Is entered into between Snohomish Regional Fire and Rescue ("SRFR"), and Snohomish County Fire Protection District No. 5 ("District 5") (individually, "Party" and collectively, "Parties") for advanced life support services.

**I. RECITALS**

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

- A. On April 13, 2020, the Parties entered into an Interim Interlocal Agreement for Advanced Life Support Services which was amended by the Parties in November 2021 (the "Interim Agreement");
- B. The Parties are continuing to explore a longer-term agreement for ALS Services that Is fair and equitable to the citizens of both agencies and Is fiscally responsible; and
- C. The Parties desire to extend the term of the Interim Agreement to give them additional time to discuss a successor, long-term agreement.

**II. TERMS AND CONDITIONS**

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

- 1. **Term.** The Interim Agreement shall continue until either Party provides the other Party with 30 days advance written notice.
- 2. **Other Terms and Conditions.** All other terms and conditions in the Interim Agreement shall remain in full force and effect.

**SNOHOMISH REGIONAL  
FIRE AND RESCUE**

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 5**

By: \_\_\_\_\_  
Chief Kevin O'Brien

By: \_\_\_\_\_  
Chief Seth Johnson

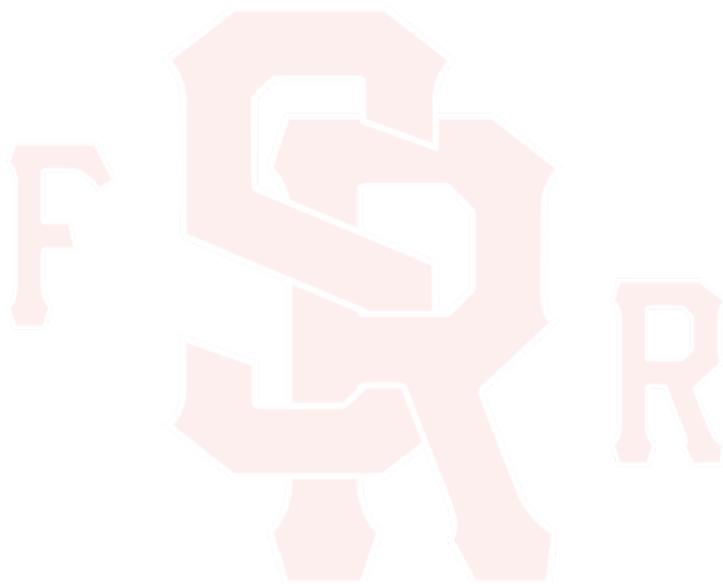
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# OLD BUSINESS

## ACTION



**AGREEMENT**  
**By and Between**  
**Snohomish Regional Fire and Rescue**  
**And**  
**General Teamsters Union Local No. 38**

**ARTICLE 1 – Recognition**

Section 1.1 - Snohomish Regional Fire and Rescue recognizes Teamsters Union Local No. 38, hereinafter referred to as the Union, as the exclusive bargaining representative for all full-time and regular part-time administrative personnel of Snohomish Regional Fire and Rescue , including the Public Education Specialist and Public Educator/Public Information Officer, excluding uniformed employees, supervisors, confidential employees, and all other employees.

**ARTICLE 2 – Non- Discrimination**

Section 2.1 – Neither the District nor the Union shall, contrary to any provisions of the law, discriminate against an employee because of age, sex, marital status, race, creed, color, sexual orientation, national origin or disability or any other protected class as identified in state and federal law.

Section 2.2 – The District agrees not to discriminate against any employee for their membership in, or lawful activities on behalf of the union.

**ARTICLE 3 – Union Membership**

Section 3.1 –The Employer will inform new bargaining unit employees of the Union’s exclusive representation status. Employees may choose to become a member of the Union within thirty (30) days of entry into the bargaining unit or on an annual basis during the month of December.

Section 3.2 –The Employer agrees to supply the Union the names of all new hires, persons entering the bargaining unit, and/or performing work covered by this Agreement within fourteen (14) days of the individual’s start of work in the bargaining unit. This list will include the employee name, job classification, residence address and phone number.

Section 3.3 – The Employer will provide the Union access to all newly hired employees and/or persons entering into the bargaining unit within fifteen (15) days of such hire or entry into the unit. The Employer will allow the Union at least thirty (30) minutes to meet with such individual during the employee’s normal working hours and at his or her usual worksite or a mutually agreed location.

## **ARTICLE 4 – Temporary Employees**

Section 4.1 - Temporary positions shall not exceed six (6) months in duration. No temporary employee shall be utilized to do bargaining unit work if any qualified regular full or regular part-time employees have had their hours reduced or their position eliminated within the previous 24 months. Temporary employees used to fill positions vacated by virtue of termination or retirement shall not be used to do the work of any bargaining unit position for more than ninety (90) days per position per year. These limitations may be extended by mutual agreement between the District and the Union.

## **ARTICLE 5 – Prevailing Rights**

Section 5.1 – All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this contract shall remain in effect, unchanged and unaffected, during the term of the Contract unless changed by mutual consent.

## **ARTICLE 6 – Management Rights**

Section 6.1 – Any and all rights concerned with the management and operations of the District are vested exclusively in the District unless otherwise provided for by the explicit terms and conditions of the Agreement. By way of example, the District has the authority to adopt reasonable rules for the operation of the department and the conduct of its employees; to discipline or discharge employees for just cause; to lay off employees due to financial reasons; to transfer and promote employees; to assign work and determine job content and job duties of employees; to schedule hours of work; to determine the number of personnel to be assigned to duty at any time; to establish reasonable performance and productivity standards; to introduce and use new, improved, or automated methods and equipment; to establish and/or revise the methods, processes, and means of providing departmental services; to build, move, or modify its facilities; and to take action on any matter in the event of an emergency.

Section 6.2 – Just Cause: No Employee may be disciplined except for just cause; provided, however a probationary employee may be disciplined, including termination, for any reason and without cause.

## **ARTICLE 7 – Union Business**

Section 7.1 – One (1) member of the negotiation team shall be allowed time off with pay for meetings; provided, however that the District and the Union will cooperate in scheduling negotiation sessions so as to minimize the cost to the District.

Section 7.2 – The Union shall have the right to enter the District establishment for the purpose of checking on the operation of this Agreement. Such visits will not interrupt or delay work, which is in progress.

Section 7.3 – The District shall provide a standard bulletin board for use of the Union at the District offices in a convenient location approved by the District, and accessible to employees.

Section 7.4 – The Union will provide an accurate copy of the current contract to each new employee.

Section 7.5 – The Shop Steward shall be granted a total of 5 days unpaid leave per calendar year to attend Union sponsored events. Time off will not incur or create any overtime liability to the District.

Section 7.6 – The Employer agrees to make payroll deductions for regular dues and assessments upon receipt of written authorization from the Union member on the payroll deduction authorization form supplied by the Union. For each Union member that has submitted a payroll deduction authorization form, the Employer shall deduct 50% of the monthly Union dues payable to the Union from each union member's pay for each pay period. In addition, the Union shall, in writing, inform the Employer of each nonmember employee that has voluntarily elected to become a fair share fee payer in the bargaining unit. The Union shall further inform the Employer of the amount to be paid each month to the Union by fair share fee payers. For each nonmember employee that has submitted a payroll deduction authorization form, the Employer shall deduct 50% of the monthly fee payable to the Union from their pay for each pay period. Once each month, the Employer shall issue a check to the Union equal to the amounts withheld for Union dues and fair share fees.

Section 7.7 – The Shop Steward will be allowed to attend Commissioner meetings during work hours. That person will remain on the clock. In the event the Shop Steward is unable to attend, a designee from the bargaining unit may attend in their place.

## **ARTICLE 8 – Health Care**

Section 8.1 – The District agrees to provide a Major Medical Plan (to include Vision care) and Dental Plan throughout the life of this Contract. The District will pay 100% of the employee's coverage and dependent coverage for the Plans listed in 8.1.1 and 8.1.2.

Section 8.1.1 – The District agrees to provide a Dental Plan; the program currently selected is provided by the Washington Fire Commissioners Association.

Section 8.1.2 – The District agrees to provide a Major Medical and Vision Plan; the program currently selected is provided through the LEOFF Health and Welfare Trust, Plan B. Because this is a high deductible plan and out of pocket expenses are expected:

8.1.2 (a) Members of this bargaining unit that elect individual (employee only) medical coverage, shall have \$250 per month (\$3,000/year) placed into their VEBA account.

8.1.2 (b) Members of this bargaining unit that elect medical coverage for themselves and at least one other eligible dependent (spouse/qualified domestic partner/child/children) shall have \$500 per month (\$6,000/year) placed into their VEBA account.

Section 8.1.3– If there are any significant political or monetary changes that affect this plan, both parties agree to negotiate this issue.

Section 8.1.4 – Provided that all of the following conditions 7.1.4.1 and 7.1.4.2 are satisfied, an employee who elects to waive medical coverage for themselves and/or any of their eligible dependents, will be eligible to receive a portion of the applicable medical cost of coverage savings with a maximum amount allowable of \$1,000.00 per month (see examples below).

A. If an employee is eligible for employee and family coverage, but waives coverage on themselves and all dependents, the savings to the District is at the family rate. The employee would be eligible for the savings, up to the maximum amount allowed.

B. If an employee is eligible for employee and spouse coverage and elects coverage for themselves only, they would be eligible the difference between employee and spouse coverage and employee only coverage that results in a savings to the District, up to the maximum amount allowed.

8.1.4.1 -Annually the employee must provide written proof of healthcare coverage under another plan to receive the applicable medical cost of coverage savings monthly payment. Eligibility for such payment is the date coverage began or January 1<sup>st</sup>, whichever is later.

8.1.4.2 – If this section contributes to any of the following situations, the parties will meet to negotiate:

- Inability to meet eligibility requirements for the major medial plan identified in Section 8.1.2
- Impacts to the regular rate of pay for any employee
- Impacts to the bona fide status of the District’s benefit plan

Section 8.2 – Short Term Disability: The District shall contribute up to \$45.00 per month, per employee, enrolled in the Plan A Short Term Disability Program coverage with no more than a thirty (30) day waiting period. The Employee may choose to pay for the Plan B Long Term Disability coverage provided under the Plan. The program currently selected is through the Washington State Council of Firefighters LEOFF II Disability Plan (Plan A and Plan B).

Section 8.3 – The District agrees that if an employee covered by this Contract becomes disabled and unable to work, then that employee may, in fact, take off time to the extent that the employee has accrued unused sick leave, holiday time, or vacation time. While on disability the Employee shall accrue sick leave, holiday and vacation time for the first six (6) months.

Section 8.4 – The District will provide a life insurance plan benefit of \$25,000 for the employee, currently administered by VFIS Group Life Insurance Plan.

### **ARTICLE 9 – Substance Abuse**

Section 9.1 – The District and the Union jointly recognize that alcohol and drug abuse problems can create a serious safety hazard and constitute an illness that can be debilitating. The District may require screening an employee where it has reasonable suspicions to believe said employee is under the influence of alcohol or drugs while at work.

Section 9.2 – The District agrees not to discipline an employee who voluntarily comes forward or one who is involuntarily brought forward. In such cases, and in both instances, the employee’s condition shall be treated as the illness it is. The employee shall be given an unpaid leave of absence, once sick leave and other leaves have been exhausted, of sufficient duration as determined by competent medical personnel, to treat his/her problem.

### **ARTICLE 10 – Sick Leave**

Section 10.1 – Sick Leave is accrued and intended to provide coverage for employees as per the Washington State Sick Leave Law. Employees working forty (40) hour workweek shall accrue twelve (12) hours of sick leave per month. Regular Part-time employees shall accrue prorated sick leave (i.e. 20 hours work schedule shall accrue 6 hours of sick leave per month). Employees will be allowed to accrue up to and carry over a maximum balance of 1240 hours of sick leave. At the end of each year, any hours over such limit will be cashed out in accordance with Article 26.1.

Section 10.1.1 – For 2021 only, if an employee does not use any of their sick leave in a calendar year then they shall be given twenty-four (24) hours sick leave to be added to their sick leave bank for the next year.

Section 10.1.2 - New hires shall be given 72 hours of sick leave upon employment, however shall not accrue any additional sick leave until the employee’s 6 month probation period is complete. In the case of an extended probationary period the employee shall begin to accrue sick leave at the same rate as other employees.

Section 10.2 – To qualify for sick leave, the employee must notify their supervisor at least one hour prior to the beginning of the work shift, or if already at work, anytime during the shift. The District may require the employee to obtain a “Physicians Release to Return to Work” in accordance with existing state and federal laws.

Section 10.3 – In the event of a catastrophic illness or injury causing an employee long term recovery, which uses up all their benefits, employees can donate sick leave to the affected employee(s). Sick leave donation will be calculated on a pay period basis. The District and union will identify the needed hours per month and divide the needed hours among the employees voluntarily contributing to the affected employee.

Section 10.4– In the event that an employee is off work as the result of a non-job related injury/illness that employee may be offered modified work assignment not to exceed 90 days based on work availability, qualifications and doctors note. No modified work assignment shall be considered a modification or change to that employees regular job description.

Section 10.5 – Upon separation from service, the employee shall utilize their unused sick leave by rolling their remaining amount at one dollar (\$1.00) on the dollar (\$1.00) into their VEBA account or other qualified plan as established by the bargaining unit’s applicable MOU.

## **ARTICLE 11 – Working Hours**

Section 11.1 – The District and the Union recognize that employees covered by this Contract may be working in a standard eight (8) hour shift (Monday through Friday) inclusive of a one hour paid lunch, a standard ten hour shift (Monday through Thursday or Tuesday through Friday) inclusive of a one hour paid lunch, or any full-time or part-time schedule assigned by the District. The work hours shall be arranged with the Fire Chief, or designee, according to the needs of the Department, as determined solely by the Fire Chief.

Section 11.2 All employees who work a schedule of less than 30 hours shall have medical, dental, vision prorated based on the number of hours worked to a maximum out of pocket of \$200.00 per month.

## **ARTICLE 12 – Supplementary Leave**

Section 12.1 – Employees shall be granted leave to perform jury services and while performing such service shall receive their regular rate of pay, less any compensation received for regularly scheduled duty days while serving jury duty. Employees are required to report for work during all hours they are released from jury service. If less than two (2) hours remain from time of release to end of regular shift, employees shall call their supervisor for instructions.

Section 12.2 – Leave of Absence Without Pay: The District agrees that, if in the opinion of the Fire Chief, and with the approval of the Board of Commissioners, it would be in the interest and welfare of the employee, any employee covered by this Contract may be granted a leave of absence without pay for a period not to exceed one (1) year, unless otherwise agreed through a letter of understanding. No leave of absence shall be granted to any employee covered under this Contract until such employee has first utilized all of his/her unused vacation and holiday time. Vacation, sick leave, and holiday benefits shall not accrue during leaves of absence without pay.

Section 12.3 – Bereavement Leave: Employees shall be entitled to bereavement leave in the event of the death of an employee’s mother, father, brother, sister, spouse or domestic partner, child or legal dependent, grandparent, mother-in-law or father-in-law, or step-family equivalent to the above named, or those who stood “in loco parentis” role and relations to the same degree of the employees current spouse or domestic partner. Employees may receive up to three (3) days, per incident. If the employee is required to travel outside of Washington State, then they shall be granted five (5) days per incident. Any time beyond this amount required because of extenuating circumstances, shall be at the discretion of the Fire Chief and must be approved in

advance. Excess time allowed may be drawn from any accrued leave bank. If no accrual banks are available, leave without pay may be utilized.

Section 12.4 – Employees required to testify on their day off before any court, judge, justice, or magistrate on job related issues shall first notify the District by way of providing a copy of the order to appear, and such time will be considered as time worked for purposes of determining overtime.

Section 12.5 – The employer shall provide all eligible employees with all rights and benefits in accordance with the Federal Family and Medical Leave Act of 1993 and any other state or federal applicable leave laws.

Section 12.6 - For all purposes concerning application of FMLA such leave shall be calculated on a rolling 12 month period measured backwards.

### **ARTICLE 13 – Vacation**

Section 13.1 – The District agrees that any employee covered under this Contract shall be entitled to the following vacation, with pay as follows:

<u>Length of service</u>	<u>Hours</u>
Date of employment to 1 <sup>st</sup> anniversary	48
1 <sup>st</sup> anniversary date to 2 <sup>nd</sup> anniversary	96
2 <sup>nd</sup> anniversary date to 5 <sup>th</sup> anniversary	120
5 <sup>th</sup> anniversary date to 8 <sup>th</sup> anniversary	168
8 <sup>th</sup> anniversary date to 12 <sup>th</sup> anniversary	192
12 <sup>th</sup> anniversary date to 17 <sup>th</sup> anniversary	216
17 <sup>th</sup> anniversary date to 19 <sup>th</sup> anniversary	240
19 <sup>th</sup> anniversary date to 21 <sup>st</sup> anniversary	264
21 <sup>st</sup> anniversary date to 25 <sup>th</sup> anniversary	312
25 <sup>th</sup> anniversary date and thereafter	336

Section 13.2 – Vacation time shall be accrued on a monthly basis for the purposes of determining vacation liability. Vacation time shall not be cumulative from year to year. Unused vacation days will be compensated at the employee's regular daily rate of pay. Such payment shall be made in the December 31st paycheck with the option of half being paid in the June 30th check. Employees must make cash out designations by December 15<sup>th</sup> of each year to be applicable for the following year.

Section 13.3 – Vacation schedules shall be coordinated with other employees to ensure continued coverage of positions and operation of the District and shall be mutually agreed between the employer and the employee. Vacations shall be granted on a first come first served basis, with seniority being the determining factor in cases where two employees request the same time off simultaneously.

Section 13.4 – All regular part time Employees shall receive a percent of the reflected in Section 13.1 hours equal to the percent such regular part time Employee’s hours bear to 40 hours per work week.

Section 13.5 – For efficiency and consistency, Holiday and Vacation hours will be treated the same for purpose of scheduling and sell back.

Section 13.6 - Employees may choose to sell back vacation. All vacation hours requested to be sold back the following year for cash shall be submitted prior to December 15<sup>th</sup> of each year.

Section 13.7 - Employees requesting vacation sellback may split the hours to be sold back in their end of June paycheck and end of December paycheck, or may request all sellback to be in their end of December paycheck. No more than 50% of the employees allowed hours may be sold back in June.

Section 13.8 - Seniority shall be based on date of hire by the District.

#### **ARTICLE 14 – Holidays**

Section 14.1 – Employees covered under this Contract shall be granted a total of one hundred-eight hours per year. There are 10 recognized holidays (New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day) and the remainder of hours are “floaters”. Employees shall be allowed to take all recognized holidays off. Should a holiday fall on an employees regularly scheduled day off the holiday hours shall be scheduled as floaters. When employees work on holidays (except as identified in section 14.2) they will receive straight time pay and the holiday time not used shall be scheduled in accordance with Article 13.

Section 14.2 – Because some holidays can be non-conducive for employees to work, the following are holidays that all members of this labor group (excluding the PIO/PE) shall take off:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 14.3 – Holiday sell back shall be consistent with Section 13.5.

Section 14.4 - All employees shall be allowed two unpaid holidays per calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. (ref; Chapter 168, Laws of 2014, and further defined in WAC 82-56-020 and 030).

Section 14.5 - Requests and approval for unpaid holidays shall be in accordance with Article 13, and coordinated so as not to disrupt the necessary business of the District. Requests shall be submitted at least 2 business days in advance. Disruption of necessary business is a bon a fide basis to deny the holiday request.

Section 14.6 - These two additional holidays do not qualify for sellback, cannot be donated to other employees and the time is not cumulative from year to year.

## **ARTICLE 15 – Wage Rates/Scale**

Section 15.1 – The District agrees that employees covered under this Contract shall be paid a hourly wage as outlined in Appendix A. Employees shall be paid on the 15<sup>th</sup> and the last working day of each month. When the normal pay day would fall on a weekend, the employee shall be paid on the preceding Friday.

Section 15.2 – For the purpose of payroll, when an employee receives a pay increase or decrease, for any reason, the associated pay change shall follow the effective dates below:

Promotions & Longevity : Effective 1<sup>st</sup> day of the month that the change occurs

All other pay changes: Effective the 1<sup>st</sup> day of the pay period following the effective date of the change.

## **ARTICLE 16 – Overtime Pay**

Section 16.1 – Overtime is defined as hours worked in excess of 40 hours per FLSA workweek. Employees who work more than their regularly scheduled workday may choose to either “flex” the time within their FLSA work cycle or receive overtime pay. Such changes shall be communicated and authorized in advance by their supervisor.

Section 16.2 – In the event that District mandated overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be for two (2) hours at the rate of one and one-half (1 ½) times the regular rate of pay; provided, however, that if an employee is called again and within said two (2) hour period, the calls shall be deemed merged into one overtime period.

Section 16.3 – Overtime shall be at the rate of one and one-half (1 ½) times the employees rate of pay and shall be paid on 15 minute increments of time, except as provided in Section 16.2.

Section 16.4 – When an employee works overtime of 2 hours or more he/she shall choose to be compensated in one of two (2) ways.

- A. One and one-half (1 ½) times the employees regular rate of pay.
- B. All compensatory time at one and one-half the total hours worked. If an employee is called to work an overtime shift to cover a comp time shift, that employee will only be eligible for option “A” above.

## **ARTICLE 17 – Dress Code:**

Section 17.1- The District will meet with affected bargaining unit members to select uniforms as necessary. All such uniforms and safety shoes shall be issued (as needed according to bargaining unit position) by the District quartermaster and shall adhere to the uniform procedure.

## **ARTICLE 18 – Grievance Procedure**

Section 18.1 – A grievance shall be defined as a dispute between the Employer and an Employee or the Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Only the Union may file and pursue a grievance on its behalf or in its representative capacity for a Bargaining Unit Member.

Section 18.2 – Definitions:

- A. GRIEVANT: A grievant is an employee or, in the case of the Union’s contractual rights, the Union.
- B. DAYS: Days in this procedure are calendar days, not including weekends or holidays.

Section 18.3 – Timeliness: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Section 18.3.1 – Failure on the part of the Fire District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Section 18.3.2 – Failure of the grievant (employee or Union) to present or proceed with the grievance within the specified or mutually extended time limits will render the grievance waived.

Section 18.4 – Representation: The Union shall act as the representative of the grievant at all stages of the procedure after Step 1. The determination of whether to process, settle, or drop such grievances shall be made exclusively by the Union.

Section 18.5 – Process:

Step 1: Informal Level—Informal submission of the grievance to supervisor. Within THIRTY (30) days following the occurrence of the event giving rise to the grievance, or THIRTY (30) days after the event is known, or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days of the employee’s presentations.

Step 2: Formal Level--Written submission of grievance to Fire Chief. If the grievance is not resolved informally, it shall be reduced to writing and submitted to the Fire Chief

within fifteen (15) days after receipt of the informal response. The written grievance shall contain:

- A. Reference to the specific terms of the Contract which have been violated.
- B. Issues involved.
- C. Remedy sought.

The Fire Chief or his/her designee shall issue a written response, including his/her decision and reasons therefore within fifteen (15) calendar days of receipt of a complaint. If a settlement is not reached, the Union may move the grievance to Step 3.

Step 3: Fire Commissioner Level--Written submission of the grievance to The Board of Fire Commissioners.

If the grievance is not resolved informally, it shall be reduced to writing and submitted to the Board of Fire Commissioners within fifteen (15) days after receipt of the Fire Chief's response in step 2.

Step 4: Arbitration

If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter within fifteen (15) days of the decision in step 3.

- A. Written notice of a request for arbitration shall be made to the Fire Chief within fifteen (15) days of receipt of the disposition letter at Step 3.
- B. Arbiter shall be limited determining to whether there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement and the appropriate remedy.
- C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within the ten (10) days after submission of the written request for arbitration, a list of nine (9) arbiters shall be requested from PERC. The parties shall alternately strike names until one arbiter remains and that arbiter shall hear the case. The party that will strike the first name shall be determined by coin toss.
- D. Arbitration proceedings shall be in accordance with the following:
  - 1. Each party shall pay any compensation and expenses relating to its own witnesses or representatives including attorney's fees.
  - 2. All other costs related to this process, including the fees of the arbiter, shall be borne 50% by the Employer and 50% by the Union.
  - 3. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 18.6 – Binding Effect of Award: All decisions arrived at under the provisions of this article by the representatives of the District and the Union at Steps 1,2 & 3, or by the arbiter, shall be final and binding on both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Contract in whole or in part.

Section 18.7 – Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law or the terms of this contract.

Section 18.8 – Freedom From Reprisal: There will be no reprisals against the grievant or others as a result of his/her participation in this process.

### **ARTICLE 19 – Communications**

Section 19.1 – It is recognized by both parties that good communication is important to everyone in the District. As such, it is agreed that representatives of the Union and representatives from the management of the District shall regularly meet to discuss matters of interest to each party. Such meetings shall be held at the request of either party.

### **ARTICLE 20 – Commercial Drivers License (CDL)**

Section 20.1 – Logistics Technicians may be required to shuttle vehicles over a gross vehicle weight of 26,000 lbs. which require a Commercial Driver’s License (CDL) to operate. The District shall require Logistic Technicians, who are designated to operate vehicles requiring a Class A CDL, to obtain a Class A CDL.

Section 20.2 – The District shall designate a minimum of two (2) Non-Probationary Logistic Technicians to obtain and maintain a Class A CDL, consistent with the state requirements, necessary to move vehicles throughout the District.

Section 20.3 – The District shall pay for all costs associated with the schooling/training required for approved Logistic Technicians to obtain a Class A CDL\*. The Employee shall pay the cost of a second test or any additional tests, if necessary.

Section 20.3.1 – If the employee separates employment from the District within 24 months of his or her start date, the employee shall be responsible to reimburse the District the prorated amount of the total amount to obtain the Class A CDL (e.g. if an employee leaves after twenty (20) months, they would be responsible for a four (4) month portion of the twenty-four (24) month cost distribution, etc.).

\*This shall not apply to any applicant or assistant that has obtained and/or maintained a Class A CDL on their own time.

Section 20.4 – Employees shall be on paid time (including drive time from regular clock in duty station to school site) while attending any required CDL schooling/training.

Section 20.5 – The District shall pay for any Department of Transportation (DOT) required physicals. DOT physicals shall be taken on paid time. All DOT Required Random Drug testing will be paid for by the District. All DOT required Random Drug tests will be taken on paid time.

Section 20.6 – The District shall pay for the cost of the difference between the designated employee’s standard driver’s license and the Class A CDL cost.

Section 20.7 – All Logistics Technicians who hold a valid Class A CDL and are designated by the District to act in that capacity, shall make an additional monthly wage of two (2%) percent of the top step logistics technician base wage.

## **ARTICLE 21 – Reduction in Force**

Section 21.1 – The Employer reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Employer. Should the Employer determine that conditions require a reduction in force, the following shall apply:

Section 21.2 – The Employer shall notify the Union in writing within ten (10) calendar days of the decision to lay off. This notification allows the Union to request to bargain the impacts and effects of the layoff decision.

Section 21.3 – The Employer shall notify the affected personnel no less than thirty (30) calendar days prior to the effective date of any layoff.

Section 21.4 – Personnel with the lowest seniority (by date of hire, as a regular status employee) shall be laid off first; provided, that such layoff will not create a vacancy in an essential position. Essential position shall be defined as a position whose function is necessary to carry out the central functions of the Employer and there is no other person qualified by training, education and experience to fill the position. If a vacancy in an essential position would be created by following the seniority based layoff, then in that event the Employer shall have the discretion to lay off the next lowest seniority employee. In the event personnel have the same date of hire, layoff shall be determined by a final entry-level test scores, with the employee having the lowest test score laid off first.

The Employer shall have the right to evaluate and determine if there is a lack of work and/or funds such that layoffs are necessary and to evaluate and determine essential and non-essential positions when there is either lack of work or funds necessitating layoffs.

Section 21.5 – Any employee(s) laid off in accordance with this Article shall have the right to continue insurance coverage at their expense in accordance with applicable federal and state law. The Employer will pay the first full month’s coverage following the date of layoff.

Section 21.6 – Employees shall be placed on an eligibility list for recall to any open position for which the Employee is qualified by education and experience, in reverse order of layoff. This eligibility list for recall shall be in effect for a period of two (2) years from the date of layoff, or until the list is exhausted, whichever occurs first.

## **ARTICLE 22 – Savings Clause**

Section 22.1 – If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court, or arbiter action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

## **ARTICLE 23 – Military Leave**

Section 23.1 – Those personnel who are members of the Washington National Guard, Air Force, Coast Guard, Army, Navy or Marine Corps reserve of the United States shall be entitled to and granted military leave of absence from duty for a period not exceeding twenty-one (21) days during each calendar year. Such military leave shall be granted so the employee may take part in active training duty in such a manner and at such a time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive his/her normal pay.

Section 23.2 – Employees shall provide the District a copy of their military orders to report for training duty within (7) days after receiving their orders.

Section 23.3 – Should an employee be called to active duty he/she shall, at a minimum, be carried on the Employer rolls in an inactive status. Upon return from military service, the employee shall be entitled to be reassigned to the position held at the time the employee was placed in inactive status or to another position equally acceptable to the employee and the Employer. The employee's seniority shall not be broken due to being called to active military duty.

## **ARTICLE 24 – Discipline**

Section 24.1 – The Union agrees that its members shall comply in full with District rules, regulations, policies and procedures providing however, such rules and regulations have not violated any state or federal laws by way of implementation.

Section 24.2 – All employees shall have access to a copy of the above-mentioned rules and regulations upon employment.

Section 24.3 – It is recognized that discipline is a rehabilitative process and as such no employee shall be disciplined or discharged without just cause.

Section 24.4 – The employee shall be granted Union Representation throughout any discipline process when requested, with copies of discipline documentation as to what the allegations are provided to the employee and their Union Representative in a timely manner. In cases involving demotion, suspension or discharge, the employee and the Union shall be notified in writing at

least five (5) calendar days before the Loudermill meeting. The notification shall state the purpose of the meeting, and the time and place of the meeting

### **ARTICLE 25 – Probationary Periods**

Section 25.1 – All new employees will be required to serve a probationary period of six months from the date of employment. The District shall provide each employee with an objective evaluation of his or her job performance and progress every thirty (30) days while on probation with a final evaluation at 6 months with a recommendation regarding continued employment.

Section 25.2 – Failure to successfully complete the probationary period shall be just cause for termination.

### **ARTICLE 26 – Deferred Compensation**

Section 26.1 – The District will buy back unused sick hours in excess of 480 hours at one dollar, (\$1) on the dollar, up to a maximum of 192 hours each calendar year. Proceeds from all sick time sold may be placed in the deferred compensation program or sold back for cash.

Section 26.2 – The District will match up to two (2%) percent of the employee’s base salary per month for employees participating in the deferred compensation program commencing with the first month following the date of signing.

### **ARTICLE 27 – Comp Time**

Section 27.1 – Comp Time shall be scheduled utilizing the same criteria as vacation/holiday time. Employees may choose to sell back any portion of their Comp Time at any time. Comp time accrual shall not exceed 80 hours at the end of each calendar year. Requests must be made in writing.

### **ARTICLE 28 – Seniority**

Section 28.1 – Seniority shall be determined by the continuous service in the District calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement.

### **ARTICLE 29 – Longevity**

Section 29.1 – Union members shall receive the following longevity pay increases based on seniority with the District:

<u>Months</u>	<u>% of base wage increase</u>
60 - 119	1
120 - 179	3
180-239	4
240 - 299	5
300 and thereafter	7

The following members current longevity will be “grandfathered” in at the current 2013 rate as follows:

Kenneth Vickers      \$138.64 Per Month

Any cost of living increases will apply to these rates. Subsequent increases in longevity will be based on the member’s rate of pay and will be added to the above rates and cost of living increases will also apply.

### **ARTICLE 30 – VEBA**

Section 30.1 – There shall be three (3) designated periods of contribution in which the District shall contribute to each eligible employees’s MSA/VEBA account:

30.1.1 – In accordance with Article 8 – Health Care

30.1.2 – Monthly

As an incentive to not use sick leave, each member in conjunction with Section 10.1.1, a sliding scale VEBA contribution will be made monthly based off the member’s previous year sick leave usage. The scale shall be:

0 hours	\$125.00
1 – 40 hours	\$100.00
41 – 80 hours	\$75.00
81 – 120 hours	\$50.00
>120 hour	\$0.00

30.1.3 – Upon separation of employment or retirement.

Upon separation of employment or retirement as officially documented in the employee’s personel file, all remaining sick leave hours shall be converted in accordance with section 10.6.

Section 30.2 – In the event an employee needs to use sick leave to attend medical or dental appointments, he/she will not be penalized for using sick leave during the calendar year and will not be precluded from incentives as outlined in the labor agreement.

### **ARTICLE 31 – Policy and Procedure**

Section 31.1 – All Employees shall adhere to all regularly adopted policies and procedures unless such policies and procedures specifically conflict with the terms of this Collective Bargaining Agreement.

## **ARTICLE 32 – Retirement**

Section 32.1 – Teamsters Pension – The bargaining unit shall have the right to allocate/divert a portion of any wage increase provided by this Agreement to the Western Conference of Teamsters Pension Trust as such time and in such amounts as may be determined by the bargaining unit.

## **ARTICLE 33 – Education**

Section 33.1 – The Board and the Union agree upon the concept of employees continuing their education in support of their current position within the Fire Department. To support employee's request for continuing education the following conditions shall apply;

Section 33.1.1 – The employee must have completed their probationary period: within the Department.

Section 33.1.2 – Any single course or program of courses must relate directly to the employee's current position and have prior Board or designee approval before enrollment.

Section 33.1.3 – The Fire Chief, or designee, shall determine the appropriateness of the course/program to the employee's position.

Section 33.1.4 – When pre-approved by the Fire Chief or designee the cost of course/program tuition, text books and lab fees shall be reimbursed to the employee-upon successful completion of the course/program.

Section 33.1.5 – Effective January 1, 2022, employees who hold the following degrees in management, business, executive, administration or education field, and from an accredited college or university, shall receive the following benefit:

- Associate's Degree 0.5% of base salary (includes any AA, AS, AAA, and/or AAS degrees including those that are part of a BA or Masters that don't fit into the above listed degrees but are from an accredited college or university)
- Bachelor's Degree 1.0% of base salary
- Master's Degree 1.5% of base salary

**ARTICLE 34 – Duration**

This Agreement shall be effective January 1, 2021, and shall remain in full force and effect through December 31, 2023. The parties agree that they will reopen this Agreement at least 60 days prior to the expiration to negotiate the provisions of this Agreement.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2022

For the Employer, Commissioners:

For the Union:

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

\_\_\_\_\_  
Samantha Kantak, Secretary-Treasurer

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

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

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

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

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

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

Fire Chief:

\_\_\_\_\_  
Kevin O’Brien

## Appendix A

2021 \$.75 across the board wage increase  
 2022 \$1.50 across the board wage increase  
 2023 \$1.50 across the board wage increase

*Higher classification – In the event an employee is assigned work in a higher classification, on a temporary basis, for more than one (1) hour, than that to which he/she is regularly assigned, the employee shall be paid at the higher classification for that day. Such increase in pay will be defined as the difference between base salaries added as a premium for the day. If an employee is in the highest classification established by the District, they will be eligible for five percent (5%) increase. If there are concerns that someone is working outside of their classification, it will be brought to the attention of the Fire Chief, or their designee, in writing for immediate discussion and review. Any retroactive amount will be from the time the Chief receives the written notice.*

<b>As of January 1, 2021 Teamster Salary Ranges (30% Range Spread)</b>					
<b>Positions</b>	<b>Salary Steps (Monthly)</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
PIO/PE	\$6,348	\$6,816	\$7,282	\$7,748	\$8,215
Public Education Specialist	\$5,779	\$6,204	\$6,617	\$7,050	\$7,474
Dist. Administrative Coordinator	\$5,647	\$6,060	\$6,474	\$6,888	\$7,301
Management/Data Analyst	\$6,207	\$6,663	\$7,118	\$7,574	\$8,030
Executive Assistant	\$5,210	\$5,590	\$5,971	\$6,350	\$6,732
GIS Coordinator	\$5,255	\$5,640	\$6,024	\$6,409	\$6,792
Administrative Specialist	\$4,977	\$5,341	\$5,703	\$6,068	\$6,430
AP/AR Specialist	\$4,687	\$5,028	\$5,369	\$5,711	\$6,052
Administrative Assistant	\$4,269	\$4,580	\$4,890	\$5,198	\$5,507
Logistics Assistant	\$4,939	\$5,298	\$5,659	\$5,982	\$6,339

*Note 1: No employee's pay shall be reduced by adoption of this agreement. Any employee being compensated at a higher step than their years of service permits shall automatically fall within that step and shall progress on the scale accordingly.*

<b>As of January 1, 2022 Teamster Salary Ranges (30% Range Spread)</b>					
<b>Positions</b>	<b>Salary Steps (Monthly)</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
PIO/PE	\$6,608	\$7,076	\$7,542	\$8,008	\$8,475
Public Education Specialist	\$6,039	\$6,464	\$6,877	\$7,310	\$7,734
Dist. Administrative Coordinator	\$5,907	\$6,320	\$6,734	\$7,148	\$7,561
Management/Data Analyst	\$6,467	\$6,923	\$7,378	\$7,834	\$8,290
Executive Assistant	\$5,470	\$5,850	\$6,231	\$6,610	\$6,992
GIS Coordinator	\$5,515	\$5,900	\$6,284	\$6,669	\$7,052
Administrative Specialist	\$5,237	\$5,601	\$5,963	\$6,328	\$6,690
AP/AR Specialist	\$4,947	\$5,288	\$5,629	\$5,971	\$6,312
Administrative Assistant	\$4,529	\$4,840	\$5,150	\$5,458	\$5,767
Logistics Assistant	\$5,199	\$5,558	\$5,919	\$6,242	\$6,599

<b>As of January 1, 2023 Teamster Salary Ranges (30% Range Spread)</b>					
<b>Positions</b>	<b>Salary Steps (Monthly)</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
PIO/PE	\$6,868	\$7,336	\$7,802	\$8,268	\$8,735
Public Education Specialist	\$6,299	\$6,724	\$7,137	\$7,570	\$7,994
Dist. Administrative Coordinator	\$6,167	\$6,580	\$6,994	\$7,408	\$7,821
Management/Data Analyst	\$6,727	\$7,183	\$7,638	\$8,094	\$8,550
Executive Assistant	\$5,730	\$6,110	\$6,491	\$6,870	\$7,252
GIS Coordinator	\$5,775	\$6,160	\$6,544	\$6,929	\$7,312
Administrative Specialist	\$5,497	\$5,861	\$6,223	\$6,588	\$6,950
AP/AR Specialist	\$5,207	\$5,548	\$5,889	\$6,231	\$6,572
Administrative Assistant	\$ 4,789	\$5,100	\$5,410	\$5,718	\$6,027
Logistics Assistant	\$5,459	\$5,818	\$6,179	\$6,502	\$6,859

**SNOHOMISH REGIONAL FIRE AND RESCUE**

**RESOLUTION NO. 2022-14**

**RESOLUTION DECLARING REAL AND PERSONAL PROPERTY SURPLUS TO THE NEEDS OF THE DISTRICT AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY AND AUTHORIZING EXECUTION OF CONTRACTUAL AGREEMENTS**

**Background:**

WHEREAS, Snohomish Regional Fire and Rescue aka Snohomish Regional Fire Rescue “District” owns real property located at 1020 153rd Street Southeast Mill Creek, WA 98012 as more particularly described in **Exhibit A** “Property;” and

WHEREAS, The District, as a municipal corporation of the State of Washington, is authorized to sell real and personal property pursuant to RCW 52.12.011 and .012; and

WHEREAS, The Board of Commissioners has determined that the Property is no longer needed by the District for any District purposes; and

WHEREAS, The District entered into a Fire and Emergency Medical Services Agreement (2017 Fire Services Agreement) with the City of Mill Creek which requires the District to sell the Property to the City for the sum of \$1,160,395 in the event the District no longer provides fire protection services to the City of Mill Creek; and

WHEREAS, An event having occurred under the 2017 Fire Services Agreement which triggered the District’s obligation to sell the Property, the District and the City of Mill Creek have agreed to the sale terms and conditions set forth in the Closing Memorandum, attached hereto as **Exhibit B**; and

WHEREAS, The District has also identified certain Personal Property that is no longer needed by the District for any District purposes as set forth in the attached **Exhibit C**; and

WHEREAS, A stormwater detention pond and associated control structures, conveyances, and other appurtenances are located on the Property which requires certain repair activities.

WHEREAS, The District has determined that it is in the best interest of the District taxpayers to enter into the Bill of Sale Agreement to transfer its interest in the Personal Property in consideration of satisfying any and all District financial obligations to repair the stormwater retention pond in the form attached as **Exhibit C**.

**Resolution:** NOW THEREFORE, be it resolved by the Board of Commissioners of Snohomish Regional Fire and Rescue as follows:

1. The Property and Personal Property identified above are hereby declared to be surplus to the needs of the District; and

2. Chief Kevin O'Brien is authorized to sign the Closing Memorandum and all necessary documents to complete the closing of the sale of the Property to the City of Mill Creek; and
3. Chief Kevin O'Brien is authorized to sign the Bill of Sale Agreement together with any and all necessary documents to complete the transaction identified in such Agreement.

**Adoption:** ADOPTED by the Board of Commissioners of Snohomish Regional Fire and Rescue at an open public meeting of such Board on the 8th day of December 2022, the following Commissioners being present and voting:

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

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

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

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

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

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

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

ATTEST:

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

**EXHIBIT "A"**  
Legal Description

Lot 4, City of Mill Creek Short Plat No. 96-04, recorded under [recording number 9607225003](#), being a portion of the Southeast quarter of the Northwest quarter of Section 6, Township 27 North, Range 5 East of the Willamette Meridian, in Snohomish County, Washington.

Except that portion conveyed to the State of Washington by Quit Claim Deed recorded under [recording number 9903291020](#), records of Snohomish County, Washington.

Situate in the City of Mill Creek, County of Snohomish, State of Washington.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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<b>EXHIBIT A</b>
----------------------

## Station 76 Fixed and Loose Equipment Inventory

Area	Item Description				Qty.	Cost Ea.	Ext.
Dayroom	Dinner Table				1	\$ 300.00	\$ 300.00
Dayroom	Dinner Table Chairs				6	\$ 30.00	\$ 180.00
Dayroom	Leather Recliners				5	\$ 100.00	\$ 500.00
Dayroom	Samsung 60" LCD HD TV				1	\$ 500.00	\$ 500.00
Dayroom	Office Desk				2	\$ 100.00	\$ 200.00
Dayroom	Desk Chair				2	\$ 30.00	\$ 60.00
Dayroom	Bookshelf				1	\$ 25.00	\$ 25.00
Patio	Picnic Table				1	\$ 200.00	\$ 200.00
Patio	Weber NG BBQ				1	\$ 500.00	\$ 500.00
Kitchen	Amana Natural Gas Range/Oven				1	\$ 400.00	\$ 400.00
Kitchen	GE Microwave Oven				1	\$ 150.00	\$ 150.00
Kitchen	Kitchenaid Dishwasher				1	\$ 300.00	\$ 300.00
Kitchen	Sunbeam Toaster				1	\$ 30.00	\$ 30.00
Kitchen	Keurig Coffee Maker				1	\$ 40.00	\$ 40.00
Kitchen	Misc. Pots/Pans				20	\$ 5.00	\$ 100.00
Kitchen	Misc. Plates/Bowls				20	\$ 5.00	\$ 100.00
Kitchen	Misc. Utensils				20	\$ 4.00	\$ 80.00
Kitchen	Basic Refrigerator				2	\$ 350.00	\$ 700.00
Office	Desk				1	\$ 500.00	\$ 500.00
Office	HP 8710 LaserJet Printer				1	\$ 100.00	\$ 100.00
Office	Paper Shredder				1	\$ 50.00	\$ 50.00
Office	Bookshelf				1	\$ 25.00	\$ 25.00
Office	Leather Chair				1	\$ 50.00	\$ 50.00
Office	Guest Chairs				2	\$ 20.00	\$ 40.00
Office	Wall Mount Blood Pressure Set				1	\$ 30.00	\$ 30.00
Bedrooms	Beds (Pillowtop Mattress, Box Spring, Frame)				5	\$ 250.00	\$ 1,250.00
Bedrooms	16" x 72" Metal Lockers				31	\$ 100.00	\$ 3,100.00
Bedrooms	Desks				2	\$ 100.00	\$ 200.00
Bedrooms	Nightstands				5	\$ 50.00	\$ 250.00
Bedrooms	Dyson Cordless Vacuum				1	\$ 250.00	\$ 250.00
App. Bays	Rolling Bunker Gear Rack				2	\$ 500.00	\$ 1,000.00
App. Bays	Frigidaire Mini Fridge				1	\$ 200.00	\$ 200.00
App. Bays	Whirlpool Washing Machine				1	\$ 300.00	\$ 300.00
App. Bays	Whirlpool Drier				1	\$ 300.00	\$ 300.00
App. Bays	Craftsman Equipment Cabinet				2	\$ 250.00	\$ 500.00
App. Bays	Craftsman Tool Box w/ Tools				1	\$ 600.00	\$ 600.00
App. Bays	Porter Cable Shop Air Compressor				1	\$ 300.00	\$ 300.00
App. Bays	Porter Cable Shop Bench Grinder				1	\$ 50.00	\$ 50.00
App. Bays	Honda/Markon 7Kw Generator				1	\$ 2,000.00	\$ 2,000.00
App. Bays	Tank Boss Oxygen Cylinder Lifter				1	\$ 1,500.00	\$ 1,500.00
App. Bays	Plymovent Vehicle Exhaust Removal System				1	\$ 25,000.00	\$ 25,000.00

Mezzanine	DB Rack	1	\$	50.00	\$	50.00
Mezzanine	Preacher Curl Rack	1	\$	75.00	\$	75.00
Mezzanine	8lb DB	2	\$	15.00	\$	30.00
Mezzanine	10lb DB	2	\$	18.00	\$	36.00
Mezzanine	12lb DB	2	\$	20.00	\$	40.00
Mezzanine	15lb Db	2	\$	22.00	\$	44.00
Mezzanine	20lb DB	2	\$	25.00	\$	50.00
Mezzanine	25lb DB	2	\$	28.00	\$	56.00
Mezzanine	30lb DB	2	\$	30.00	\$	60.00
Mezzanine	35lb DB	2	\$	33.00	\$	66.00
Mezzanine	40lb DB	2	\$	35.00	\$	70.00
Mezzanine	45lb DB	2	\$	38.00	\$	76.00
Mezzanine	50lb DB	2	\$	40.00	\$	80.00
Mezzanine	55lb DB	2	\$	43.00	\$	86.00
Mezzanine	60lb DB	2	\$	50.00	\$	100.00
Mezzanine	100lb Plate	2	\$	150.00	\$	300.00
Mezzanine	Assorted Bands	1	\$	10.00	\$	10.00
Mezzanine	Elliptical	1	\$	500.00	\$	500.00
Mezzanine	Toa 900 Series PA Amplifier	1	\$	300.00	\$	300.00
Mezzanine	Toa 900 PT-920 Tuner	1	\$	50.00	\$	50.00
Mezzanine	Locution Core Alerting System	1	\$	20,000.00	\$	20,000.00
Mezzanine	Nighthawk Vhf Alerting System	1	\$	2,000.00	\$	2,000.00
Mezzanine	Wi-Q Door Security System	1	\$	5,000.00	\$	5,000.00
					\$	-
					\$	-
					\$	-

Total \$ **71,039.00**

When recorded return to:

CITY OF MILL CREEK  
 15728 Main Street  
 Mill Creek, WA 98012  
 Attn: City Attorney

### STATUTORY WARRANTY DEED

GRANTOR: Snohomish Regional Fire and Rescue, a Washington municipal corporation

GRANTEE: City of Mill Creek, a Washington municipal corporation

ABBREVIATED LEGAL: [tbd]

Assessor's Tax Parcel ID: 27050600202500

GRANTOR SNOHOMISH REGIONAL FIRE AND RESCUE, a Washington municipal corporation, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE CITY OF MILL CREEK, a Washington municipal corporation, the following described real estate, situated in the County of Snohomish, State of Washington:

[to be inserted upon receipt & review of title commitment]

**Property address:**

1020-153<sup>rd</sup> Street SE, Mill Creek, WA 98290

Subject to the permitted exceptions described in Exhibit A attached hereto and incorporated herein by this reference.

By acceptance and recording of this Statutory Warranty Deed, Grantor and Grantee agree, for each of themselves, that Grantor and Grantee each shall retain responsibility for its own acts or omissions with regard to environmental issues, and any liability therefore shall be apportioned in accordance with applicable state and federal law.

*[signatures appear on next page]*

DATED this \_\_\_\_ day of December, 2022.

Grantor:  
SNOHOMISH FIRE AND RESCUE,  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee:  
CITY OF MILL CREEK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[acknowledgements appear on next page]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Snohomish Fire and Rescue, a Washington municipal corporation, that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he is|she is|they are] authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Print Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of  
Washington, residing at  
\_\_\_\_\_

My appointment expires:  
\_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Mill Creek, a Washington municipal corporation, that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he is|she is|they are] authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Print Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of  
Washington, residing at  
\_\_\_\_\_

My appointment expires:  
\_\_\_\_\_

**EXHIBIT A**

**PERMITTED EXCEPTIONS**

[to be inserted]

## BILL OF SALE

This BILL OF SALE is made by and between CITY OF MILL CREEK, a Washington municipal corporation (“**City**”); and SNOHOMISH REGIONAL FIRE AND RESCUE, a Washington municipal corporation (“**SRFR**”). This BILL OF SALE is made as a condition of, and as part of the consideration for, the transfer of SRFR’s interest in the Mill Creek Fire Station (defined below) to the City. The Effective Date of this Bill of Sale and Release shall be the date of closing of the transfer.

## RECITALS

A. Pursuant to a Closing Memorandum for Purchase and Sale of Mill Creek Fire Station Pursuant to 2017 Fire Services Agreement, dated December \_\_, 2022 (“**Closing Memorandum**”), SRFR has agreed to convey SRFR’s share of the ownership of a fire station located on property within the corporate boundaries of the City at 1010-153<sup>rd</sup> Street S.E., Mill Creek, Washington, Snohomish County Tax Parcel 2705060002500 (“**Mill Creek Fire Station**” or “**Station**”), for payment by the City to SRFR of the purchase price amount of \$1,160,395.00 in equal annual installments over twenty (20) years, without interest.

B. The foregoing transfer of the Station includes certain fixed and loose equipment (“**Equipment**”), which Equipment is listed with values assigned to each item in Exhibit A attached hereto and incorporated herein by reference.

C. A stormwater detention pond and associated control structures, conveyances, and other appurtenances are located on the Station property (“**Storm Drainage**”). The Storm Drainage currently requires access, restoration, and repair in order for the Storm Drainage to operate in compliance with applicable legal and regulatory requirements (“**Storm Drainage Repair Activities**”).

D. The Parties hereto recognize and agree that the value of the Equipment as set forth in Exhibit A is roughly equal to the estimated costs of the Storm Drainage Repair Activities and subsequent maintenance of the Storm Drainage in a condition of compliance and, therefore, is to be deemed adequate consideration for the respective Party’s rights and obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

## AGREEMENT

1. Equipment Transfer. SRFR does hereby grant, bargain, sell, transfer, assign, convey, and deliver to the City all of SRFR’s right, title, and interest in the Equipment. The Equipment is conveyed to the City “as is” and “where is” with no representations or warranties except as expressly set forth herein below. The consideration for SRFR’s transfer of the Equipment to the City shall be the value of the cost of Storm Drainage Repair Activities and the continued maintenance of the Storm Drainage in a condition of compliance.

a. SRFR hereby represents and warrants to the City that SRFR is the lawful owner of all of the Equipment, free and clear of all judgments, mortgages, liens, or encumbrances of any nature whatsoever, and that SRFR will warrant and defend the City against any claims or demands of any and all persons, firms, and entities regarding such title.

b. SRFR hereby indemnifies and holds the City harmless of and from any liability, damages, claims, injury, causes of action, or loss arising from or related to any act or omission or failure to perform, discharge, or observe obligations by or on behalf of SRFR in connection with any of the Equipment arising before the date hereof.

c. The City acknowledges that SRFR makes no warranty of any kind, express or implied, or arising by operation of law, by course of dealing or arising by performance, trade practice, or otherwise with respect to the Equipment. SRFR disclaims all other warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Repair or replacement of the Equipment shall be the sole obligation of the City. The City hereby indemnifies and holds SRFR harmless of and from any liability, damages, claims, injury, causes of action, or loss arising from or related to any act or omission or failure to perform, discharge, or observe obligations by or on behalf of SRFR in connection with the ownership and use of the Equipment arising after the date hereof.

3. Satisfaction of Stormwater Maintenance Obligations. The City agrees that this Agreement satisfies any and all of SRFR's financial obligations either under the 2017 Fire Services Agreement or as a property owner for any and all Stormwater Drainage Repair Activities that currently exist or arise in the future.

4. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Agreement.

5. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the state of Washington.

6. Authority. Each person executing this Agreement represents and warrants that he or she has the authority and power to enter into this Agreement, and the parties may rely upon such representation and warranty. Each party further represents and warrants that the execution and delivery of this Agreement has been duly authorized by all necessary action and does not and shall not require any consent or approval of any person or entity having any direct or indirect interest in such party that has not been obtained.

7. Counterparts. This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. An email copy of an original signature shall be deemed to have the same force and effect as the original signature.

CITY OF MILL CREEK,  
a Washington municipal corporation

SNOHOMISH REGIONAL FIRE AND  
RESCUE, a Washington municipal  
corporation

By: \_\_\_\_\_  
Printed Name: Martin Yamamoto  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Printed Name: Grant S. Degginger  
Title: City Attorney

By: \_\_\_\_\_  
Printed Name: Brian Snure  
Title: Attorney

**PROMISSORY NOTE**

\$1,102,375.25

December \_\_, 2022

**FOR VALUE RECEIVED**, on or before December \_\_, 2041, the undersigned, CITY OF MILL CREEK, a Washington municipal corporation (“**Maker**”), promises to pay to the order of Snohomish Regional Fire and Rescue, a Washington municipal corporation (“**Holder**”), the principal sum of **ONE MILLION ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND 25/100THS DOLLARS (\$1,102,375.25)** (“**Principal Sum**”), without interest on the unpaid balance, in accordance with the terms of this Promissory Note (“**Note**”). All payments shall be payable by Maker to Holder at 953 Village Way, Monroe, Washington 98272, or such other location designated by Holder.

**Principal Payments.** During the term of this Note, Maker shall make payments in consecutive annual installments of Fifty-eight Thousand Nineteen and 75/100ths Dollars (\$58,019.75), commencing on the first anniversary of this Note and continuing on each subsequent anniversary thereafter until fully paid, according to the schedule attached hereto as Attachment 1 and incorporated herein by reference (“**Payments**”). Maker may prepay all or any part of the Principal Sum without penalty.

Maker shall make all payments on this Note without setoff, deduction, or counterclaim to Holder’s address above or at such other place as the Holder may designate in writing. If any payment on this Note shall become due on a day that is not a Business Day, the payment will be made on the next succeeding Business Day. The term “**Business Day**” in this Note means any day that is not a Saturday, Sunday, or legal holiday in the State of Washington.

The debt evidenced by this Note is to pay the purchase price of certain real property as described in that certain Closing Memorandum by and between Maker, as buyer, and Holder, as the seller, dated December \_\_, 2022, which document was entered into by Obligor and Holder pursuant to a Fire and Emergency Medical Services Agreement between the City of Mill Creek and Snohomish County Fire District No. 7, Holder’s predecessor.

**Default/Remedies.** If Maker fails to pay when due any of the Payments, and said failure to make any of the Payments continues for thirty (30) days’ after written notice by Holder to Maker (“**Default**”), the Note thereafter shall become due immediately, without notice of acceleration, presentment and demand or protest or notice of any kind, all of which are hereby expressly waived by Maker.

The rights of the Holder under this Note are in addition to other rights (including without limitation, other rights of setoff) the Holder may have contractually, by law, in equity or otherwise, all of which are cumulative and hereby retained by the Holder.

**Notices.** Notices hereunder shall be made in writing via registered mail, return receipt required, or by email to each of the following:

To Holder:

Snohomish Regional Fire and Rescue  
935 Village Way  
Monroe, WA 98272  
Attn: \_\_\_\_\_  
email: \_\_\_\_\_@[srfr.org](mailto:_____@srfr.org)

With a copy to:

Brian Snure  
Snure Law Office, PSC  
612 South 227<sup>th</sup> Street  
Des Moines, WA 98198  
email: [brian@snurelaw.com](mailto:brian@snurelaw.com)

To Maker:

City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
Attn: City Manager  
email: [martin.yamamoto@millcreekwa.gov](mailto:martin.yamamoto@millcreekwa.gov)

With a copy to:

Grant S. Degginger  
Lane Powell, P.C.  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98111  
email: [deggingerg@lanepowell.com](mailto:deggingerg@lanepowell.com)

**Miscellaneous.** This Note may not be waived, changed, modified, terminated or discharged orally, but only by an agreement in writing signed by a party against whom enforcement of any such waiver, change, modification, termination or discharge is sought.

If any one or more of the provisions contained in this Note shall be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

This Note and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced, in accordance with the laws of the State of Washington.

The undersigned hereby irrevocably submits to the jurisdiction of any Washington state or Federal court sitting in Snohomish County, Washington, over any suit, action, or proceeding arising out of or relating to this Note, and the undersigned hereby agrees and consents that, in addition to any methods of service provided under applicable law, all service of process in any such suit, action, or proceeding in Washington state or Federal court sitting in Snohomish County, may be made by certified or registered mail, return receipt requested, directed to the undersigned at the address indicated above, and service so made shall be complete five (5) court days after the same shall have been so mailed.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note or caused the same to be executed and delivered by its duly authorized representative as of the date first above written.

**CITY OF MILL CREEK,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that [he|she|they] signed this instrument, on oath stated that [he is|she is|they are] authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the City of Mill Creek, a Washington municipal corporation to be [his|her|their] free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

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

Print Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of  
Washington, residing at

My appointment expires:  
\_\_\_\_\_

**Attachment 1**  
**Installment Payment Schedule**

Payment No.	Amount Due	Due Date
1	\$58,019.75	December 13, 2023
2	\$58,019.75	December 13, 2024
3	\$58,019.75	December 13, 2025
4	\$58,019.75	December 13, 2026
5	\$58,019.75	December 13, 2027
6	\$58,019.75	December 13, 2028
7	\$58,019.75	December 13, 2029
8	\$58,019.75	December 13, 2030
9	\$58,019.75	December 13, 2031
10	\$58,019.75	December 13, 2032
11	\$58,019.75	December 13, 2023
12	\$58,019.75	December 13, 2034
13	\$58,019.75	December 13, 2035
14	\$58,019.75	December 13, 2036
15	\$58,019.75	December 13, 2037
16	\$58,019.75	December 13, 2038
17	\$58,019.75	December 13, 2039
18	\$58,019.75	December 13, 2040
19	\$58,019.75	December 13, 2041
<b>TOTAL</b>	<b>\$1,102,375.25</b>	

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

**1. Parties.**

This Closing Memorandum and Agreement (**Closing Memorandum**) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2022 (**Execution Date**) by and between the City of Mill Creek, a Washington municipal corporation (**City**) and Snohomish Regional Fire and Rescue, a municipal corporation (**SRFR**). The City and SRFR are each a Party, and collectively the Parties, to this Closing Memorandum.

**2. Background.**

2.1 Previously, the City and SRFR's predecessor, Snohomish County Fire Protection District No. 7, a Washington special purpose district (**District**), entered into and were parties to a Joint Long Term Fire Services and Emergency Medical Services Agreement, dated October 1996, as amended by a letter of understanding dated as of August 17, 1999; by a Memorandum of Understanding dated December 19, 2006; by an Adjustment to the City of Mill Creek Annual Assessment and Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement, dated December 19, 2006; by an Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement, dated October 12, 2011; and by a Third Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement, dated July 12, 2012 (collectively the **1996 Fire Services Agreement**). The 1996 Fire Services Agreement, among other things, authorized the transfer of the District's share of the ownership of a fire station located on property within the corporate boundaries of Mill Creek at 1020-153<sup>rd</sup> Street S.E., Mill Creek, Washington, Snohomish County Tax Parcel 27050600202500, including certain equipment, rolling stock, and related real and personal property (**Mill Creek Fire Station** or **Station**).

2.2 On December 22, 2016 the City gave timely notice to the District of the City's exercise of its right to acquire full ownership of the Mill Creek Fire Station pursuant to Section 8.3.3 of the 1996 Fire Services Agreement.

2.3 Effective January 1, 2017 the City and the District entered into a Fire and Emergency Medical Services Agreement (**2017 Fire Services Agreement** or **2017 FSA**), to which a form of Closing Memorandum was attached as Exhibit 1. Pursuant to Section 10.4.9 of the 2017 Agreement, the Parties may amend or alter the Closing Memorandum as they mutually agree. This Closing Memorandum reflects the Parties mutual agreement to alterations to the form of Closing Memorandum.

2.4 Under Section 10.4 of the 2017 Agreement, the Parties acknowledge the foregoing recitals and have established the timing and steps that will complete the transfer of ownership of the Mill Creek Fire Station from the District to the City (collectively the **Transaction**).

2.5 The 2017 Agreement provided that the Transaction includes *inter alia* the execution of a form of Closing Memorandum at the time described in Section 10.4 of the 2017 Agreement and completion of the other steps comprising the Transaction.

2.6 The fire and EMS apparatus at the Mill Creek Station shall not be included in the Transaction.

2.7 SRFr is the successor to the District's ownership interest in the Fire Station pursuant to Quit Claim Deed, dated July 20, 2021, Snohomish County Recording No. 202107220332.

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

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

### **3. Terms and Conditions.**

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

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

3.2 Title Report and Policy. SRFr shall provide to the City an owner's title policy issued by Ticor Title for the Mill Creek Fire Station, with coverage in the amount of the purchase price set forth below and containing conditions and encumbrances acceptable to the City. The Parties shall share equally the cost of the title insurance under this section. To the knowledge of SRFr, there are no liens or encroachments burdening the Mill Creek Fire Station.

3.3 Environmental Conditions. The City has performed a Phase I environmental site assessment, dated [REDACTED], of the Mill Creek Fire Station [and has advised SRFr of any conditions, deficiencies, and/or required remediation related thereto.] Each Party shall be responsible for its own acts or omissions with regard to environmental issues, and any liability therefore shall apportioned in accordance with applicable state and federal law. The Parties have agreed to incorporate into the Statutory Warranty Deed (Attachment 1) the forgoing sentence to ensure that each Party is obligated to be responsible for its own acts or omissions with regard to environmental issues, and any liability therefore apportioned in accordance with applicable state and federal law. To the knowledge of SRFr, there are no environmental conditions, deficiencies,

and/or required remediation.

3.4 Payment for Fire Station. The Parties acknowledge and agree that the purchase price for the Mill Creek Fire Station, and credits for the City equity in the Mill Creek Fire Station, is set forth in Section 10.4 of the 2017 Agreement, as they may be modified by and in conformance with the terms of Section 10.4 over the term of the 2017 Agreement. The final purchase price balance of \$1,160,395 shall be paid by the City to SRFR in equal annual payments over twenty (20) years, without interest, as evidenced by a Promissory Note attached hereto as Attachment 2. The first payment of \$58,019.75 shall be due at Closing and, thereafter, each annual payment will be due on or before each subsequent anniversary of the Closing Date. The City may prepay all or any portion of the balance of the purchase price at any time without penalty.

3.5 Personal Property. The transfer of the Station includes certain fixed and loose equipment (**Equipment**), which Equipment is listed with values assigned to each item in the attached Bill of Sale, Attachment 4 hereto and incorporated herein by reference.

3.6 Storm Drainage. A stormwater detention pond and associated control structures, conveyances, and other appurtenances are located on the Station property (**Storm Drainage**). The Storm Drainage currently requires access, restoration, and repair in order for the Storm Drainage to operate in compliance with applicable legal and regulatory requirements (**Storm Drainage Repair Activities**). The Parties recognize and agree that the value of the Equipment set forth in Attachment 5 is roughly equal to the estimated costs of the Storm Drainage Repair Activities and subsequent maintenance of the Storm Drainage in a condition of compliance and, therefore, is to be deemed adequate consideration for the respective Party's rights and obligations and that SRFR shall have no financial obligation toward any Storm Drainage Repair Activities currently existing or arising in the future.

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

- 3.7.1 City Payment of First Installment of Purchase Price
- 3.7.2 Statutory Warranty Deed to the Mill Creek Fire Station (Attachment 1)
- 3.7.3 Promissory Note (Attachment 2)
- 3.7.4 Excise Tax Affidavit (Attachment 3)
- 3.7.5 Bill of Sale for Equipment (Attachment 4)
- 3.7.6 Closing Statement (To be provided by escrow)

4. Closing Date. The Closing Date shall be December 13, 2022, or such date thereafter as the Parties may mutually agree in writing. The Parties acknowledge and agree that the Closing deliveries will have been duly made as of, and that Closing has occurred on, the Closing Date.

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

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

<p><b>THE CITY OF MILL CREEK</b></p> <p>By: _____ Martin Yamamoto, City Manager</p> <p>ATTEST:</p> <p>By: _____ Naomi Fay, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Grant S. Degginger, City Attorney</p>	<p><b>SNOHOMISH REGIONAL FIRE RESCUE</b></p> <p>By: _____ _____, Fire Chief</p>
--	---

**Attachment 1**  
**Promissory Note**

**Attachment 2**

**Statutory Warranty Deed**

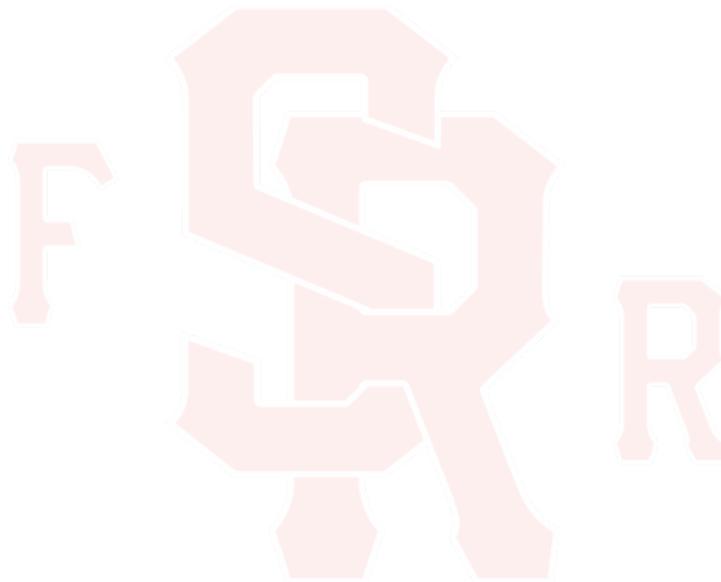
**Attachment 3**  
**Excise Tax Affidavit**

**Attachment 4**  
**Bill of Sale**



# NEW BUSINESS

## DISCUSSION





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of January, 2023, by and between Snohomish Regional Fire and Rescue, hereinafter referred to as “District” and Brad Talley, MD a licensed physician operating within Snohomish County, hereinafter referred to as “Physician”.

## RECITALS

**WHEREAS** the District maintains an emergency medical services program; and

**WHEREAS** it is necessary to provide to that program a Medical Supervising Physician who provides certain duties as provided below; and

**WHEREAS** physician has special expertise in the area of emergency medical services;

## AGREEMENT

**NOW, THEREFORE**, be it agreed that Brad E. Talley, MD shall serve as the Medical Supervising Physician to Snohomish Regional Fire and Rescue under the terms and conditions described herein.

### 1). DESCRIPTION OF PHYSICIAN’S DUTIES

- A. Supervise and help implement continuing medical education with the specific goal being to maintain necessary and appropriate skill levels for District BLS and ALS providers.
- B. Assist and advise in developing standard policy, procedures, and protocol in the District.
- C. Assist in developing strategies and plans to continually improve, standardize, and unify EMS in the District.
- D. Supervise and assist in maintaining on going BLS and ALS recertification programs.
- E. Analyze and recommend additional training skills and services which should be provided with consideration to the following:



- Availability of training
  - Community need
  - Facility and manpower availability
  - Financial resources
  - Adequate medical supervision
- F. Review BLS and ALS runs deemed necessary by the Medical Services Administrator, with written comments and returned to provider with follow up using the ESO QM module.
- G. Evaluate paramedic performance and recommend education, remedial training and pertinent medical considerations to the County Medical Program Director as necessary.
- H. Meet with the Fire Chief and Medical Services Administrator on a yearly basis concerning EMS issues and planning and recommend to the DISTRICT improvements in Emergency Medical Services.
- I. Analyze and recommend improvements in record keeping, including Medical Incident Reporting and accumulation of meaningful data relative to emergency medical services.
- J. Monitor and enhance coordination and relationships between the District's Emergency Medical Personnel and Hospital Medical Staff, including ER Physicians and nursing staff.
- K. Supervise ordering, dispensing and administering controlled substances in accordance with State and Federal regulations and guidelines.
- L. Provide liaison with the County and State governments pertaining to emergency medical services as requested by the Fire Chief.
- M. Act under the direct supervision of the Fire Chief and provide regular communications with the Fire Chief or designee regarding programs, services and medical policies relating to the position of Medical Supervising Physician.
- N. Assist the District in public relations pertaining to the District's emergency medical services program as requested by the Fire Chief or designee.
- O. Represent the District at quarterly Medical Control Meetings.



- P. Provide such other and further services as are mutually agreed upon by the parties.
- Q. Provide in person, or by qualified replacement, at least monthly, One (1), two (2) hour training session for the purpose of providing required continued medical education for Paramedic personnel.

**2). DELEGATION OF DUTIES:** Whenever the Physician because of absence from the area for a period longer than four weeks, is or would be unavailable to perform the duties and responsibilities of this contract, the Physician shall appoint a qualified replacement to perform and assume his/her contract duties and responsibilities in the Physician's absence, all at no additional expense to the District. The Physician further agrees to provide reasonable advance notice to the Fire Chief or designee of such absences and appointments.

**3). PHYSICIAN QUALIFICATIONS.**

- A. Physician must be a licensed practitioner in the state of Washington with appropriate clinical privileges in the specialty area of the Emergency Medicine.
- B. Any suspension or loss of the above Physician qualification shall constitute automatic termination of this MDAS Agreement, without need for further notice.

**4). RELATION OF PARTIES:** The parties to this agreement agree that the Physician is a professional person and that the status of the Physician is one of an independent contractor. The Physician is not an employee of the District and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pension plans. The Physician may practice his/her profession for others during those periods when he/she is not performing work under this agreement for the District.

**5). DURATION:** The term of this agreement shall be from **January 1, 2023, to December 31, 2023.** It is understood the District or the Physician may voluntarily terminate this contract without cause by providing thirty (30) days advance written notice to the other. It is further understood that this agreement may be renewed in writing on terms and conditions agreeable to both parties after notice by either party prior to the termination of this agreement.



**6). COMPENSATION:** The District agrees to pay physician the sum of **\$4,000** per month for services as Physician of Emergency Medical Services as set forth in this agreement. Physician shall keep accurate records of the date and amount of time spent rendering services pursuant to this agreement. Physician shall invoice the District on a monthly basis for services provided the prior month and the District shall pay such invoices within 30 days of receipt.

**7). PATIENT PRIVACY:** Physician shall carry out Physician obligations under this Agreement in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act and chapter 70.02 RCW the Washington Health Care Information Act (collectively referred to as "Privacy Acts,") to protect the privacy of all patient protected health information ("PHI") as defined under the Privacy Acts that is collected, processed or learned as a result of the medical control services provided to the District by Physician.

**8). Entire Agreement:** This instrument contains the entire Agreement of the parties with respect to the subject matter contained herein. It may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Snohomish Regional Fire and Rescue

Physician

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

\_\_\_\_\_  
Brad E. Talley, MD



# NEW BUSINESS

## ACTION



## SNOHOMISH REGIONAL FIRE AND RESCUE POLICY

<b>POLICY NUMBER:</b>	<i>1-68</i>
<b>SECTION:</b>	<i>ADMINISTRATIVE POLICIES</i>
<b>TITLE:</b>	<i>WASHINGTON PAID FAMILY AND MEDICAL LEAVE</i>
<b>EFFECTIVE DATE:</b>	<i>10/16/2018</i>
<b>REVISION DATE(S):</b>	<i>12/08/2022</i>

### 1.0 PURPOSE:

- 1.1 To establish a policy consistent with Washington's Paid Family and Medical Leave program.

### 2.0 PERSONNEL AFFECTED:

- 2.1 All District personnel.

### 3.0 REFERENCES:

- 3.1 Title 50A RCW  
3.2 Title 192 WAC

### 4.0 RESPONSIBILITY:

The Fire Chief or designee(s) shall be responsible for the administration of the District's obligations under the Washington Paid Family and Medical Leave program and this policy. Procedures shall be developed and maintained which shall outline the administrative and benefit requirements that are to be met.

### 5.0 POLICY STATEMENT:

It shall be the policy of the District to comply with the Paid Family and Medical Leave program as set forth by state law. The District shall comply with all administrative requirements including, but not limited to, as it relates to providing notice to employees, maintaining health benefits, processing supplemental leave, and facilitating a return to work, as set forth by state law or District procedures.

**ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS  
SNOHOMISH REGIONAL FIRE AND RESCUE THIS 8TH DAY OF DECEMBER, 2022.**

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

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

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

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

## SNOHOMISH REGIONAL FIRE AND RESCUE POLICY

<b>POLICY NUMBER:</b>	<i>1-68</i>
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<b>REVISION DATE(S):</b>	<i>12/08/2022</i>

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

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

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

# SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<b>2-25</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE PROCEDURE</b>
<b>TITLE:</b>	<b>WASHINGTON PAID FAMILY AND MEDICAL LEAVE</b>
<b>EFFECTIVE DATE:</b>	<b>01/01/2019, 12/31/2019</b>
<b>REVISION DATE(S):</b>	<b>12/08/22</b>

## 1.0 PURPOSE

- 1.1 To establish a procedure consistent with Washington's Paid Family and Medical Leave program.

## 2.0 PERSONNEL AFFECTED:

- 2.1 All District personnel

## 3.0 REFERENCES

- 3.1 Title 50A RCW  
3.2 Title 192 WAC

## 4.0 PROCEDURE

Washington Paid Family Medical Leave (PFML) is a state-run insurance program and is not administered by the District. Applications for PFML are submitted to the Employment Security Department (ESD) as explained in this Section 5.

- 4.1 **Payroll Deductions.** The Washington State Paid Family and Medical Leave (PFML) program is funded through premiums collected by ESD via payroll deductions and the District's contributions. The premium rate is established by law; employees are currently responsible for 63.333% of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the District will modify payroll practices to reflect those statutory changes.
- 4.2 **Eligibility.** Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:
- 4.2.1 **Monetary Benefits:** In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.
- 4.2.2 **Job Protection:** In order to be eligible for job protection under PFML, an employee must have worked for the District for at least twelve (12) months and have worked 1,250 hours in the last year.

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting).

- 4.3 **Leave Entitlement.** Eligible employees are entitled to take up to twelve (12) weeks of medical or family leave, or a combined total of sixteen (16) weeks of family and medical leave per claim year, plus an additional two (2) weeks of leave may be available in the event the employee's leave involves incapacity due to pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PMFL leave may be taken for the following reasons:
- 4.3.1 **Medical Leave:** Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms

## SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<b>2-25</b>
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<b>TITLE:</b>	<b>WASHINGTON PAID FAMILY AND MEDICAL LEAVE</b>
<b>EFFECTIVE DATE:</b>	<b>01/01/2019, 12/31/2019</b>
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are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

- 4.3.2 **Family Leave:** Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight (8) consecutive hours of leave in a week for which benefits are sought.

- 4.4 **Notice to Employees.** The District will post the required PFML workplace poster in the workplace. The District will provide a Statement of Employee Rights (**Appendix A**) to employees who may be eligible for Paid Family and Medical Leave the later of (i) five (5) business days after an employee's seventh (7th) consecutive day of absence due to family or medical leave; or (ii) five (5) business days after an employer becomes aware that the employee's absence is due to family or medical leave.
- 4.5 **PFML Application Process.** An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website ([www.paidleave.wa.gov](http://www.paidleave.wa.gov)). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.
- 4.6 **Notification Requirements.** An employee must provide written notice to the District of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least thirty (30) days in advance of the leave. For unforeseeable leave, notice must be given as soon as is practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the District, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the District will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations.

If taking leave intermittently, an employee must notify the District each time PFML leave is taken so that the District may properly track leave use.

- 4.7 **PFML Monetary Benefits.** If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75 - 90 percent of an employee's average weekly wage, subject to a weekly maximum offset by the ESD (for 2022, the maximum is set at \$1,327 per week). ESD's website includes a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven (7)-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes

## SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<b>2-25</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE PROCEDURE</b>
<b>TITLE:</b>	<b>WASHINGTON PAID FAMILY AND MEDICAL LEAVE</b>
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of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. Employees may use available accrued leave to cover absences during the waiting period.

4.8 **Maintaining Health Benefits.** The District will maintain existing health benefits for employees on PFML leave and FMLA status. To the extent the District and employee share the cost of existing health benefits, then the employee remains responsible for the employee's share of the cost during any continuation of health benefits.

4.9 **Supplementation of PFML Benefit with Short-Term Disability and Leave.** Any eligible Employee who has used accrued leaves and receives PFML benefits may utilize accrued leave to supplement their PFML benefit in order to maintain his/her wages during the applicable period. The combination of PFML benefits, short term disability payment and leave supplement shall not exceed the employee's regular wage so that an employee continues to receive from all sources an amount of income equivalent to what would have been received if the employee were not on PFML.

Requests for supplemental benefits must be submitted weekly. Employee shall inform the District of whether the employee is requesting to use comp time, sick leave, vacation leave, or a combination of leaves as supplemental benefits, and the number of hours of each.

If an employee utilizes supplemental benefits, the employee shall pay the District the money he or she receives from the PFML program and disability to buy back the pro-rate amount of accrued leave used as supplemental benefits so that the combination of the supplemental benefits, PFML, and disability payments equal the employee's regular compensation for the corresponding period(s)

- Employees shall buy back supplemental leave taken to supplement wages while on leave under the Washington Paid Family Medical Leave (PFML) program. Employees shall turn in the disability checks and/or ESD checks to the District (Payroll Division) for the period covered within two (2) weeks of receipt of the check.
- The District will calculate the number of hours eligible to be bought back based on the employee's regular hourly rate of pay divided by the dollar amount of the check(s) turned over to the District.
- Under no circumstances may the number of leave hours bought back exceed the number of supplemental leave hours taken during the period of PFML leave.
- The District shall increase the employee's leave balance by the leave hours calculated above.
- Should the amount of the check(s) turned over to the District exceed the number of hours eligible for leave buy back multiplied by the employee's hourly rate, the difference will be refunded to the employee.

The District will deny requests for supplemental benefits to the extent they cause the employee's combination of benefits from all sources (including supplemental benefits, PFML benefits, and disability insurance) to exceed the employee's regular compensation.

4.10 **Coordination with Other Benefit Programs.** When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of the District policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the District's policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

4.11 **Job Restoration; Return to Work Recertification.** An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless

## SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<b>2-25</b>
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unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). The District may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition and has been on leave for more than four (4) days, the employee holds a safety-sensitive position, or where such certification is otherwise legally required. Under certain conditions, the District may deny job restoration to a salaried employee who is among the highest paid ten percent of the District employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the District as soon as possible.

## SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<i>2-25</i>
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<b>EFFECTIVE DATE:</b>	<i>01/01/2019, 12/31/2019</i>
<b>REVISION DATE(S):</b>	<i>12/08/22</i>

### APPENDIX A

# SNOHOMISH REGIONAL FIRE AND RESCUE PROCEDURE

<b>POLICY NUMBER:</b>	<b>2-25</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE PROCEDURE</b>
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Washington  
**Paid Family & Medical Leave**  
Employment Security Department

## Employer requirement to provide notice to employees

Employers with employees working in Washington state must provide the following notice to employees who may be eligible for Paid Family and Medical Leave the later of:

- Five business days after an employee's seventh consecutive day of absence due to family or medical leave, or
- Five business days after an employer becomes aware that the employee's absence is due to family or medical leave.

## Paid Family and Medical Leave

### Statement of Employee Rights

**You may qualify for Paid Family and Medical Leave**  
As of Jan. 1, 2020, Washington employees who have worked 820 hours or more in the qualifying period and experience(d) a qualifying event have access to Paid Family and Medical Leave.

Employees who have missed work due to family or medical reasons may be eligible for paid family or medical leave for the following qualifications:

- Care for and bond with a child younger than 18 following birth or placement
- Care for yourself or a family member experiencing a serious health condition
- Certain military-connected events.

Paid Family and Medical Leave requires that you give your employer(s) written notice at least 30 days in advance of when you plan to take leave. However, if the reason you need leave was not foreseeable, you may notify your employer(s) as soon as possible.

The Paid Family and Medical Leave Benefit Guide provides information on how to apply for benefits and submit weekly claims. It also explains your rights and responsibilities under the law. Download the guide at [www.paidleave.wa.gov/benefit-guide](http://www.paidleave.wa.gov/benefit-guide).

For more information about how to apply, contact us at 833-717-2273 or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

**Important information for when you apply**

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

Employer UBI #: \_\_\_\_\_ This employer offers supplemental benefits: Y \_\_\_\_\_ N \_\_\_\_\_

Note: Except during the waiting week, employees cannot use employer provided paid time off at the same time as Paid Family and Medical Leave, unless the employer chooses to offer a "supplemental benefit." Supplemental benefits can be used along with Paid Family and Medical Leave to provide additional pay while an employee receives partial wage replacement through Paid Leave benefits. Employees may accept or reject supplemental benefit payments.

Employer signature: \_\_\_\_\_ Employer phone number: \_\_\_\_\_

EMPLOYER NOTICE TO EMPLOYEE  
UPDATED SEPTEMBER 2020

Page 1 of 1

## MEMORANDUM OF UNDERSTANDING 2022-01

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

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

### Recitals:

- A. The District and the Union are parties to two collective bargaining agreements (collectively referred to herein as the "CBA") which expire December 31, 2022.
- B. Effective January 1, 2020, employees have been able to access paid family and medical leave from the District's approved Voluntary Plan (Procedure No 2-25) under the Washington State Paid Family & Medical Leave Law (PFML), RCW 51.50.
- C. The Voluntary Plan offers benefits at least as favorable as the PFML program administered by the Employment Security Department.
- D. On May 14, 2020, the District and the Union entered into MOU 2019-04 related to supplementation of PFML benefits with short-term disability and accrued leave.
- E. The Voluntary Plan has become too administratively burdensome to the District.
- F. The District now desires to withdraw its Voluntary Plan, while maintaining the following provisions in the Voluntary Plan and MOU 2019-04 which exceed the PFML program:
  - The District will continue to pay its share of employee's health benefits when employees are on PFML leave and FMLA status.
  - The District will allow eligible employees who have used accrued leaves and receive PFML benefits to utilize accrued leave to supplement their PFML benefit in order to supplement his/her wages during the applicable period. If an employee utilizes supplemental benefits, the employee shall agree to pay the District the money he or she receives from the PFML program and disability to buy back the pro-rate amount of accrued leave used as supplemental benefits such that the combination of the supplemental benefits, PFML, and disability payments equal employee's regular compensation for the corresponding period(s).

- G. Apart from those added protections stated above and preserved by this MOU, the Parties see no significant benefit from the Voluntary Plan separate from the PFML program.

Agreement:

1. **Term.** This MOU shall be in effect commencing on January 1, 2023.
2. **Coverage.** This MOU applies to all Employees who are IAFF bargaining unit members employed by the District.
3. **Withdraw of Voluntary Policy.** The District may, in its sole discretion, withdraw or revise its Procedure No. 2-25 (Voluntary Plan for Paid Family & Medical Leave) pursuant to RCW 50A.30.010(5)(e) and WAC 192-530-060(2).
4. **PFML Procedure.** Upon revision of Procedure No. 2-25, the District shall adopt revised Policy No. 68 (Washington Paid Family & Medical Leave) in the form attached hereto as **Exhibit A**, which the Parties agree shall automatically revoke and replace MOU 2019-04.
5. **Bargaining Obligations.** The Parties agree that this MOU represents the fulfillment and satisfaction of all bargaining obligations concerning the matters expressed herein.

This Agreement is executed by duly authorized and empowered representatives of the three parties hereto: Snohomish Regional Fire and Rescue, IAFF 2781, and IAFF 2781 Represented Chief Officers. This modification to the Collective Bargaining Agreement is signed and approved by the Board of Fire Commissioners of **SNOHOMISH REGIONAL FIRE AND RESCUE** at a regular meeting held on December 8, 2022

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

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

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

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

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

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

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

This Memorandum of Understanding is approved by the membership of the International Associations of Fire Fighters, Local 2781 – Firefighters and Represented Chief Officers and is hereby signed by the representative thereof on \_\_\_\_\_, 2022.

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Craig Fisher, President

**EXHIBIT A**

**[PFML Policy]**



# EXECUTIVE SESSION

