



**Leading to Meet the Growing Public Safety Needs of our Regional Communities
Leadership - Integrity - Trust - Respect - Excellence**

Board of Commissioners
Regular Meeting Agenda
February 1, 2022

Attendance

7:00 PM
Zoom Virtual Meeting ID 861 5293 4763

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
 - a. Healthcare EFT Claims totaling \$88,452.73
 - b. Healthcare EFT Claims totaling \$92,399.09
 - c. Claims Vouchers 11051 - 11085 totaling \$313,709.36
 - d. Claims Vouchers 11086 - 11118 totaling \$1,050,363.18
- 5. APPROVAL OF MEETING MINUTES**
 - a. December 7, 2021 Regular Meeting
 - b. December 14, 2021 Work Session
- 6. PUBLIC COMMENT**
- 7. FIRE CHIEF REPORT**
- 8. LEGAL REPORT**
- 9. UNION REPORT**
- 10. UNFINISHED BUSINESS**
 - a. City of Mill Creek Continued Discussion of Pre-annexation and Temporary Agreements - Attorney Rich Davis/Deputy Chief Bob Eastman/Fire Chief Thad Hovis
 - b. Commissioner Appointment Update - Executive Assistant Melissa

Blankenship

- c. Legislative Update - Executive Assistant Melissa Blankenship
- d. Commissioner Appointment Update - Executive Assistant Melissa Blankenship

11. COMMITTEE UPDATES

- a. Capital Facilities Committee - Chair To Be Announced
- b. Intergovernmental Committee - Chair Greg Urban
- c. SNO911 - Commissioner David Chan

12. COMMISSIONER COMMENTS

13. EXECUTIVE SESSION

- a. Potential Litigation Pursuant to RCW 42.30.110(1)(i)

14. ADJOURNMENT

- a. South County Fire Board Meeting Calendar

South County Fire strives to provide accessible opportunities for all members of the public. Please notify the Human Resources Department, 425-551-1258 or shollenbeck@southsnofire.org at least five business days prior to any South County Fire meeting if any accommodations are needed.



January 20, 2022
HEALTHCARE EFT CLAIMS
Blanket Voucher Approval

We the undersigned Board of Commissioners of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received, that any advance payment is due and payable pursuant to a contract, and that the vouchers identified below are approved for payment.

Board Members:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Claims made by electronic funds transfer in the amount of: \$ 88,452.73



January 27, 2022
HEALTHCARE EFT CLAIMS
Blanket Voucher Approval

We the undersigned Board of Commissioners of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received, that any advance payment is due and payable pursuant to a contract, and that the vouchers identified below are approved for payment.

Board Members:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Claims made by electronic funds transfer in the amount of: \$ 92,399.09



Blanket Voucher Approval

Date: January 25, 2022

SOUTH SNOHOMISH COUNTY FIRE & RESCUE CLAIMS VOUCHER

We the undersigned Board of Commissioners of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received, that any advance payment is due and payable pursuant to a contract, and that the vouchers identified below are approved for payment.

Board Members _____

CLAIMS BY FUND	
GENERAL FUND 001	305,476.41
LEOFF 1 CLAIM FUND 003	7,518.10
ACADEMY FUND 633	714.85
TOTAL CLAIMS BY FUND	313,709.36

Voucher No	Claimant	Reference	Amount
11051	AIRGAS INC.	OXYGEN	47.28
11052	ALDERWOOD WATER & WASTEWATER DISTRICT	WATER/SEWER	453.94
11053	ASSOCIATED PETROLEUM PRODUCTS, INC.	FUEL	2,114.88
WIRE	BANK OF AMERICA	MISCELLANEOUS	23,328.69
11054	BATES, MICHAEL	LEOFF 1 CLAIM	1,803.60
11055	COMPLETE THREAT PREPAREDNESS	COVID TEST KITS	234,000.00
11056	DELTA CONNECTS	REPAIR/MAINTENANCE	324.38
11057	DYER, ERIC	PER DIEM	85.00
11058	EFAX CORPORATE	PROFESSIONAL SERVICES	149.55
11059	EVERGREEN POWER SYSTEMS	REPAIR/MAINTENANCE	1,458.60
11060	GALLS, LLC	UNIFORMS	400.88
11061	GRAINGER	STATION SUPPLIES	1,189.90
11062	HOMMERTZHEIM, GARY	LEOFF 1 CLAIM	16.80
11063	IMS ALLIANCE	REPAIR/MAINTENANCE	116.14
11064	ISOUTSOURCE	PROFESSIONAL SERVICES	4,145.32
11065	KROESEN'S UNIFORM COMPANY	UNIFORMS	3,852.55
11066	LIFE ASSIST	EMS SUPPLIES	1,145.68
11067	LN CURTIS	SAFETY EQUIPMENT	949.58
11068	MOORE, JAMES	LEOFF 1 CLAIM	5,200.00
11069	MORGAN MECHANICAL	REPAIR/MAINTENANCE	1,222.58
11070	PACIFIC MOBILE STRUCTURES, INC	MOBILE OFFICE RENTAL	714.85
11071	PIETSCH, JASSIM G. DDS, PS	LEOFF 1 CLAIM	399.90

11072	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	PROFESSIONAL SERVICES	6,560.00
11073	QUINTEL, JAMES	LEOFF 1 CLAIM	19.20
11074	R&R STAR TOWING	REPAIR/MAINTENANCE	1,219.92
11075	RUSSELL'S MOBILE CAR DETAILING	REPAIR/MAINTENANCE	196.54
11076	SCOVILLE, DENNY	LEOFF 1 CLAIM	40.00
11077	SEAWESTERN	TURNOUT GEAR	2,911.69
11078	SNO-KING STAMP	NAME PLATE	17.63
11079	TOBIAS, DAVID S. DDS	LEOFF 1 CLAIM	38.60
11080	TOTAL LANDSCAPE CORPORATION	REPAIR/MAINTENANCE	6,019.53
11081	UE MEDICAL DEVICES, INC.	OPERATIONS EQUIPMENT	3,370.00
11082	UNIFIRST	REPAIR/MAINTENANCE	107.92
11083	VERIZON	CELL PHONE & DATA USAGE	3,788.23
11084	WA FIRE COMMISSIONERS ASSN	MEMBERSHIP	6,000.00
11085	WASHINGTON AUDIOLOGY SERVICES, INC.	PROFESSIONAL SERVICES	300.00
			313,709.36

Accounts Payable

Disbursement Voucher

User: severson
Printed: 01/21/2022 - 11:13AM



Date	Invoice No.	Description	G/L Account No.	Invoice Amount
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Vendor No. 50023

Claimant: AIRGAS INC.
PO BOX 102289
PASADENA, CA 91189

Fund No. 001
Account No.

Voucher No.	000011051	Check No.	000011051	Check Date	1/25/2022	
1/5/2022	9121309118	Sta 17 Oxygen		001-42-10-522-20-31-00		11.16
1/5/2022	9121309119	Sta 21 Oxygen		001-42-10-522-20-31-00		18.06
1/5/2022	9121309120	Sta 20 Oxygen		001-42-10-522-20-31-00		9.03
1/11/2022	9121542611	Sta 10 Oxygen		001-42-10-522-20-31-00		9.03
Vendor Total:						47.28

Vendor No. 50024

Claimant: ALDERWOOD WATER & WASTEW/
3626 156TH SW
LYNNWOOD, WA 98087

Fund No. 001
Account No.

Voucher No.	000011052	Check No.	000011052	Check Date	1/25/2022	
1/9/2022	0051-01-22	Sta 22 Water		001-62-10-522-50-47-15		453.94
Vendor Total:						453.94

Vendor No. 50257

Claimant: ASSOCIATED PETROLEUM PRODU
PO BOX 34600
SEATTLE, WA 98124

Fund No. 001
Account No.

Voucher No.	000011053	Check No.	000011053	Check Date	1/25/2022	
1/6/2022	0426171-IN	Sta 11 Fuel		001-60-00-522-60-32-00		443.08
1/11/2022	0427066-IN	Sta 21 Fuel		001-60-00-522-60-32-00		755.33
1/11/2022	0427985-IN	Sta 12 Fuel		001-60-00-522-60-32-00		916.47
Vendor Total:						2,114.88

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50501			
Claimant:	BANK OF AMERICA		Fund No. 001 Account No.	
Voucher No.	000000000	Check No. 000000000	Check Date 1/25/2022	
12/16/2021	0181-1 Dec 21	Amazon Business Membership-Training	001-46-10-522-45-49-00	183.64
12/22/2021	0181-10 Dec 21	Garbage & Recycle - HQ	001-62-10-522-50-47-30	419.04
12/22/2021	0181-11 Dec 21	Garbage & Recycle - Station 18	001-62-10-522-50-47-30	292.79
12/22/2021	0181-12 Dec 21	Garbage & Recycle - Station 10	001-62-10-522-50-47-30	262.95
12/22/2021	0181-13 Dec 21	Garbage & Recycle - Station 11	001-62-10-522-50-47-30	359.92
12/22/2021	0181-14 Dec 21	Garbage & Recycle - Station 19	001-62-10-522-50-47-30	206.90
12/16/2021	0181-2 Dec 21	Amazon Business Membership-IT	001-32-00-522-20-49-00	183.63
12/16/2021	0181-3 Dec 21	Amazon Business Membership-Facilities	001-62-10-522-50-49-00	183.63
12/22/2021	0181-4 Dec 21	Garbage - Station 21	001-62-10-522-50-47-30	187.33
12/22/2021	0181-5 Dec 21	Garbage & Recycle - Station 22	001-62-10-522-50-47-30	103.19
12/22/2021	0181-6 Dec 21	Garbage & Recycle - Station 13	001-62-10-522-50-47-30	237.98
12/22/2021	0181-7 Dec 21	Garbage & Recycle - Station 23	001-62-10-522-50-47-30	203.22
12/22/2021	0181-8 Dec 21	Recycle - Station 21	001-62-10-522-50-47-30	279.84
12/22/2021	0181-9 Dec 21	Garbage & Recycle - Station 12	001-62-10-522-50-47-30	272.45
12/23/2021	0232-1 Dec 21	Prevention Time Tracking App	001-38-10-522-30-48-00	176.64
12/1/2021	0685-1 Dec 21	C.Burt ICC Course Required Reading Bool	001-38-10-522-45-43-10	290.00
12/1/2021	0685-2 Dec 21	C.Burt Legal-Mgmt. Course Registration	001-38-10-522-45-43-10	950.00
12/9/2021	2993-1 Dec 21	C.Williams Textbook Rental	001-46-10-522-45-43-40	64.30
12/10/2021	2993-2 Dec 21	Z Balonick Hazmat IC Registration	001-46-10-522-45-43-10	105.00
12/10/2021	2993-3 Dec 21	J Klingelhoffer ICS-300 Registration	001-46-10-522-45-43-10	485.00
12/30/2021	2993-4 Dec 21	M.Duvall ICS-300 Registration	001-46-10-522-45-43-10	485.00
12/3/2021	3591-1 Dec 21	S.Traxler Power Athlete Training Registrat	001-45-10-522-45-43-10	656.88
12/3/2021	3591-2 Dec 21	S.Traxler Peer Fitness Kettlebell Course	001-45-10-522-45-43-10	99.00
12/6/2021	3591-3 Dec 21	Peer Fitness Annual Website Renewal	001-45-10-522-20-49-00	158.11
12/10/2021	3591-4 Dec 21	J.Shield A. Wooldridge Peer Fitness Traini	001-45-10-522-45-43-10	2,448.48
12/13/2021	3591-5 Dec 21	First-Line Technology Credit for Accidenta	001-35-10-522-20-49-00	-1,221.96
12/15/2021	3591-6 Dec 21	Toll Charge Re-fill Account	001-60-00-522-60-49-00	20.00
12/1/2021	4041-1 Dec 21	Sta 13 Krupps Coffee Grinder	001-62-10-522-50-31-00	33.01
12/31/2021	4041-10 Dec 21	Sta 11 (2) Electric Ovens	001-62-10-522-50-35-00	1,975.60
12/31/2021	4041-11 Dec 21	Lock Box	001-62-10-522-50-31-00	19.86
12/3/2021	4041-2 Dec 21	Sta 10 Vitamix Pitcher	001-62-10-522-50-31-00	35.32
12/3/2021	4041-3 Dec 21	(1) Vitamix Pitcher-Stock	001-62-10-522-50-31-00	35.32
12/8/2021	4041-4 Dec 21	Poly Tape-For Covid Barrier	001-42-10-522-20-31-00	149.24
12/9/2021	4041-5 Dec 21	Sta 14 Toilet Bowl Rings	001-62-10-522-50-31-00	7.14
12/10/2021	4041-6 Dec 21	Sta 14 Plumbing Parts	001-62-10-522-50-31-00	46.88
12/13/2021	4041-7 Dec 21	Sta 12 Shower Connector	001-62-10-522-50-31-00	22.48
12/23/2021	4041-8 Dec 21	Sta 16 Light Bulbs	001-62-10-522-50-31-00	127.07
12/31/2021	4041-9 Dec 21	HQ Light Bulbs	001-62-10-522-50-31-00	191.60
12/7/2021	6464-1 Dec 21	Sta 18 Kitchen Supplies	001-62-10-522-50-31-00	94.83
12/7/2021	6464-2 Dec 21	Glassware for Stations-Stock	001-62-10-522-50-31-00	385.25
12/8/2021	6464-3 Dec 21	Sta 18 Bowls-Credit	001-62-10-522-50-31-00	-85.90
12/2/2021	7133-1 Dec 21	J.Chalfant Ops Leadership Course Registra	001-35-10-522-45-43-10	3,500.00

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
12/2/2021	7133-2 Dec 21	J.Chalfant Ops Leadership Course Registra	001-35-10-522-45-43-10	500.00
12/16/2021	7580-1 Dec 21	Seattle Times Monthly Subscription	001-01-00-522-10-49-00	15.96
12/20/2021	7580-2 Dec 21	Meador-Years of Service Plaque	001-01-00-522-10-49-00	156.77
12/22/2021	7580-3 Dec 21	Meador-Final Meeting Party Supplies	001-01-00-522-10-49-00	12.00
12/15/2021	7655-1 Dec 21	Temperature Probe Replacement	001-38-10-522-30-35-00	197.62
12/10/2021	7663-1 Dec 21	Postage for Return Reciept S. Hollenbeck	001-04-00-522-10-49-00	7.38
12/20/2021	7663-2 Dec 21	(5) Pre-Employment Evals	001-05-00-522-20-41-00	2,050.00
12/16/2021	7705-1 Dec 21	Sta.15 Range Shut-off Contactor	001-62-10-522-50-31-00	114.04
12/29/2021	7705-2 Dec 21	Sta. 11 Fuel Pump Pad Locks	001-62-10-522-50-31-00	33.11
12/1/2021	7762-1 Dec 21	(1) USB Console Cable	001-32-00-522-20-31-00	13.89
12/10/2021	7762-10 Dec 21	(30) Duo Multi-factor Authentication Licer	001-32-00-522-20-48-00	90.00
12/10/2021	7762-11 Dec 21	iland Cloud Backup Storage	001-32-00-522-20-48-00	585.20
12/13/2021	7762-12 Dec 21	Stable Phone Holder for Car	001-32-00-522-20-31-00	26.48
12/15/2021	7762-13 Dec 21	(5) Otterbox Belt Holster Clips	001-32-00-522-20-31-00	81.75
12/15/2021	7762-14 Dec 21	(4) B type C Cables (1) iPhone 13 Case	001-32-00-522-20-31-00	72.21
12/21/2021	7762-15 Dec 21	(175) Ninite Patch Management Licenses	001-32-00-522-20-48-00	97.50
12/2/2021	7762-2 Dec 21	Website hosting for benefitcharge.southsno	001-32-00-522-20-48-00	10.95
12/2/2021	7762-3 Dec 21	Evermap Portfolio Plugin License	001-32-00-522-20-48-00	199.00
12/3/2021	7762-4 Dec 21	Amazon Cloud Server Hosting	001-32-00-522-20-48-00	58.16
12/6/2021	7762-5 Dec 21	ScreenConnect - IT Remote Support Tool	001-32-00-522-20-48-00	30.88
12/7/2021	7762-6 Dec 21	SignUpGenius Silver Plan-Monthly	001-32-00-522-20-48-00	11.99
12/8/2021	7762-7 Dec 21	AppleCare 3 year warranty for MacBook A	001-32-00-522-20-48-00	219.70
12/8/2021	7762-8 Dec 21	(1) MacBook Air 13.3 Laptop	001-32-00-522-20-35-00	1,102.90
12/10/2021	7762-9 Dec 21	SanDisk 256GB SD Storage Card	001-32-00-522-20-31-00	44.15
12/6/2021	7796-1 Dec 21	Live Fire Supplies-Training	001-46-10-522-45-31-00	269.57
12/6/2021	7796-2 Dec 21	Hand Cleaner-Training	001-46-10-522-45-31-00	15.22
12/6/2021	7796-3 Dec 21	Spotify Charges-Refunded 1.6.2022	001-46-10-522-45-31-00	17.11
12/13/2021	7796-4 Dec 21	Garbage Bags for Live Fire Gear	001-46-10-522-45-31-00	32.18
12/22/2021	7796-5 Dec 21	Cleaning Supplies for SCBAs after Live Fi	001-46-10-522-45-31-00	66.12
12/22/2021	7796-6 Dec 21	Cleaning Supplies for SCBAs after Live Fi	001-46-10-522-45-31-00	32.91
12/14/2021	7838-1 Dec 21	(1) BC Command Board	001-35-10-522-20-31-00	44.20
12/2/2021	8468-1 Dec 21	Car Phone Plug and Batteries	001-46-10-522-45-31-00	1,303.80
12/15/2021	8468-2 Dec 21	Class 2022-2 Blankets/ Sheet Sets/Duffel E	001-05-00-522-20-31-00	897.24
12/30/2021	8468-3 Dec 21	Wildland Budget - Embroidered Patches	001-35-30-522-20-31-00	236.00
12/13/2021	8537-1 Dec 21	Cell Phone Charges Telehealth - Grant	001-42-10-522-20-49-00	52.04

Vendor Total: 23,328.69

Vendor No. 50377

Claimant: BATES, MICHAEL
15302 EAST 682 PR
BENTON CITY, WA 99320-8871

Fund No. 003
Account No.

Voucher No.	000011054	Check No.	000011054	Check Date	1/25/2022	
1/19/2022	Jan 2022	Leoff 1 Claim		003-00-00-522-10-29-00		1,803.60

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				1,803.60
Vendor No.	51044			
Claimant:	COMPLETE THREAT PREPAREDNE 2512 E. EVERGREEN BLVD. #35 VANCOUVER, WA 98661		Fund No. 001 Account No.	
Voucher No.	000011055	Check No. 000011055	Check Date 1/25/2022	
1/18/2022	1419	(45,000) Reimbursable Covid Test Kits 50%	001-42-10-522-20-31-00	234,000.00
Vendor Total:				234,000.00
Vendor No.	50191			
Claimant:	DELTA CONNECTS 17400 SW UPPER BOONES FERRY F STE 230 DURHAM, OR 97224		Fund No. 001 Account No.	
Voucher No.	000011056	Check No. 000011056	Check Date 1/25/2022	
1/14/2022	SRVCE09894	Enteliweb Annual Subscription	001-62-10-522-50-49-00	324.38
Vendor Total:				324.38
Vendor No.	50319			
Claimant:	DYER, ERIC SCF EMPLOYEE		Fund No. 001 Account No.	
Voucher No.	000011057	Check No. 000011057	Check Date 1/25/2022	
1/20/2022	FP1	E.Dyer Fire Prevention Institute Per Diem	001-38-10-522-45-43-11	85.00
Vendor Total:				85.00
Vendor No.	50193			
Claimant:	EFAX CORPORATE C/O JCLOUD SERVICES, LLC PO BOX 51873 LOS ANGELES, CA 90051-6173		Fund No. 001 Account No.	
Voucher No.	000011058	Check No. 000011058	Check Date 1/25/2022	
12/31/2021	3729604	Fax & Data Storage-December 2021	001-32-00-522-20-48-00	149.55

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				149.55
Vendor No.	51053			
Claimant:	EVERGREEN POWER SYSTEMS 3623 EAST MARGINAL WAY S. SEATTLE, WA 98134			Fund No. 001 Account No.
Voucher No.	000011059	Check No.	000011059	Check Date 1/25/2022
12/28/2021	32239	Sta 15 Control Panel Repairs	001-62-10-522-50-48-00	1,458.60
Vendor Total:				1,458.60
Vendor No.	50643			
Claimant:	GALLS, LLC PO BOX 71628 CHICAGO, IL 60694-1628			Fund No. 001 Account No.
Voucher No.	000011060	Check No.	000011060	Check Date 1/25/2022
1/11/2022	20172683	M.Gaston (2) Class B Shirts	001-37-00-522-20-35-25	261.44
1/12/2022	20183681	L.Johnston (1) Hazmat Tactical Shirt	001-44-10-522-20-31-00	67.65
1/12/2022	20183682	Z.Cash (1) Hazmat Tactical Shirt	001-44-10-522-20-31-00	71.79
Vendor Total:				400.88
Vendor No.	50010			
Claimant:	GRAINGER DEPT 829670207 PO BOX 419267 KANSAS CITY, MO 64141-6267			Fund No. 001 Account No.
Voucher No.	000011061	Check No.	000011061	Check Date 1/25/2022
12/28/2021	9162040571	Sta 15 (1) Dishwashing Detergent	001-62-10-522-50-31-00	62.46
12/29/2021	9163058101	Sta 20 (2) Dishwashing Detergent	001-62-10-522-50-31-00	124.82
1/11/2022	9174199001	Sta 15 Kitchen Supplies	001-62-10-522-50-31-00	31.06
1/12/2022	9175212324	Sta 14 Misc Station Supplies	001-62-10-522-50-31-00	759.14
12/29/2021	9175740761	Paper Products/Batteries-Facilities Stock	001-62-10-522-50-31-00	212.42
Vendor Total:				1,189.90

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50301			
Claimant:	HOMMERTZHEIM, GARY 2804 211TH ST SW BRIER, WA 98036		Fund No. 003 Account No.	
Voucher No.	000011062	Check No. 000011062	Check Date 1/25/2022	
1/19/2022	Jan 2022	Lcoff 1 Claim	003-00-00-522-10-29-00	16.80
		Vendor Total:		16.80
Vendor No.	50373			
Claimant:	IMS ALLIANCE 21818 MTN HWY E #125 SPANAWAY, WA 98387		Fund No. 001 Account No.	
Voucher No.	000011063	Check No. 000011063	Check Date 1/25/2022	
1/13/2022	22-0226	(40) 3/8 Name Tags (8) Passport Collectors	001-35-10-522-20-31-00	116.14
		Vendor Total:		116.14
Vendor No.	50012			
Claimant:	ISOUTSOURCE 19119 NORTH CREEK PARKWAY SUITE 200 BOTHELL, WA 98011		Fund No. 001 Account No.	
Voucher No.	000011064	Check No. 000011064	Check Date 1/25/2022	
12/31/2021	CW261248	IT Services 12/16/21-12/31/21	001-32-00-522-20-41-00	4,145.32
		Vendor Total:		4,145.32
Vendor No.	50037			
Claimant:	KROESEN'S UNIFORM COMPANY 2922 6TH AVE S SEATTLE, WA 98134		Fund No. 001 Account No.	
Voucher No.	000011065	Check No. 000011065	Check Date 1/25/2022	
1/13/2022	66391	C.Smith (1) Class A Uniform Alterations	001-37-00-522-20-35-25	79.76
1/13/2022	66395	B.Watt Class A Uniform	001-37-00-522-20-35-25	608.68
1/13/2022	66396	D.Benson Class A Uniform	001-37-00-522-20-35-25	663.38
1/13/2022	66397	R.Scott Class A Uniform	001-37-00-522-20-35-25	602.11
1/13/2022	66404	E.Hernandez Class A Uniform	001-37-00-522-20-35-25	587.70
1/13/2022	66405	J.Olney Class A Uniform	001-37-00-522-20-35-25	614.20

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
1/13/2022	66406	K.Herman Class A Uniform	001-37-00-522-20-35-25	696.72
Vendor Total:				3,852.55
Vendor No.	50038			
Claimant:	LIFE ASSIST 11277 SUNRISE PARK DR RANCHO CORDOVA, CA 95742		Fund No. 001 Account No.	
Voucher No.	000011066	Check No. 000011066	Check Date 1/25/2022	
1/13/2022	1167515	Sta 21 EMS Supplies	001-42-10-522-20-31-00	81.25
1/13/2022	1167516	Sta 19 EMS Supplies	001-42-10-522-20-31-00	121.88
1/13/2022	1167517	Sta 13 EMS Supplies	001-42-10-522-20-31-00	40.63
1/13/2022	1167519	Sta 14 EMS Supplies	001-42-10-522-20-31-00	325.31
1/13/2022	1167521	Sta 20 EMS Supplies	001-42-10-522-20-31-00	142.20
1/13/2022	1167653	Sta 23 EMS Supplies	001-42-10-522-20-31-00	60.94
1/14/2022	1167878	Sta 13 EMS Supplies	001-42-10-522-20-31-00	37.33
1/14/2022	1167881	Sta 15 EMS Supplies	001-42-10-522-20-31-00	224.16
1/14/2022	1167882	Sta 19 EMS Supplies	001-42-10-522-20-31-00	111.98
Vendor Total:				1,145.68
Vendor No.	50013			
Claimant:	LN CURTIS DEPT 34921 PO BOX 39000 SAN FRANCISCO, CA 94139		Fund No. 001 Account No.	
Voucher No.	000011067	Check No. 000011067	Check Date 1/25/2022	
1/10/2022	INV553107	(10) Helmet Front Brass Eagle Holder	001-37-00-522-20-35-10	809.78
1/10/2022	INV558721	(10) Helmet Hangar Kits	001-37-00-522-20-35-10	139.80
Vendor Total:				949.58
Vendor No.	50158			
Claimant:	MOORE, JAMES 16501 N EL MIRAGE RD #993 SURPRISE, AZ 85378		Fund No. 003 Account No.	
Voucher No.	000011068	Check No. 000011068	Check Date 1/25/2022	
1/18/2022	October 2021	Leoff 1 Claim	003-00-00-522-10-29-00	5,200.00

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				5,200.00
Vendor No.	50040			
Claimant:	MORGAN MECHANICAL 12314 134TH COURT NE BLDG A REDMOND, WA 98052		Fund No. 001 Account No.	
Voucher No.	000011069	Check No. 000011069	Check Date 1/25/2022	
12/31/2021	S21-5849	Sta 14 Heat Switch Replacement	001-62-10-522-50-48-00	1,222.58
Vendor Total:				1,222.58
Vendor No.	50786			
Claimant:	PACIFIC MOBILE STRUCTURES, IN PO BOX 24747 SEATTLE, WA 98124		Fund No. 633 Account No.	
Voucher No.	000011070	Check No. 000011070	Check Date 1/25/2022	
2/1/2022	00208974	SCFTA Mobile Office Rental-February 202	633-00-00-589-40-45-00	714.85
Vendor Total:				714.85
Vendor No.	50480			
Claimant:	PIETSCH, JASSIM G. DDS, PS 7030 35TH AVE W SEATTLE, WA 98115		Fund No. 003 Account No.	
Voucher No.	000011071	Check No. 000011071	Check Date 1/25/2022	
1/19/2022	Jan 2022	Leoff 1 Claim	003-00-00-522-10-29-00	399.90
Vendor Total:				399.90
Vendor No.	51019			
Claimant:	PUBLIC SAFETY PSYCHOLOGICAL 20818 44TH AVE W STE 150 LYNNWOOD, WA 98036		Fund No. 001 Account No.	
Voucher No.	000011072	Check No. 000011072	Check Date 1/25/2022	
12/31/2021	1975	Class 2022-1 (16) Psych Evals	001-05-00-522-20-41-00	6,560.00

Date	Invoice No.	Description	G/L Account No.		Invoice Amount
Vendor Total:					6,560.00
Vendor No.	50205				
Claimant:	QUINTEL, JAMES 429 PRIEST PT DRIVE NW TULALIP, WA 98271			Fund No. 003 Account No.	
Voucher No.	000011073	Check No.	000011073	Check Date 1/25/2022	
1/18/2022	October 2021	Leoff 1 Claim		003-00-00-522-10-29-00	19.20
Vendor Total:					19.20
Vendor No.	51054				
Claimant:	R&R STAR TOWING 20631 50TH AVE W LYNNWOOD, WA 98036			Fund No. 001 Account No.	
Voucher No.	000011074	Check No.	000011074	Check Date 1/25/2022	
1/20/2022		App 203 Tow		001-60-00-522-60-48-00	1,219.92
Vendor Total:					1,219.92
Vendor No.	50709				
Claimant:	RUSSELL'S MOBILE CAR DETAILI 20100 8TH PL W LYNNWOOD, WA 98036			Fund No. 001 Account No.	
Voucher No.	000011075	Check No.	000011075	Check Date 1/25/2022	
1/13/2022	1421	App 186 Detail		001-60-00-522-60-48-00	196.54
Vendor Total:					196.54
Vendor No.	50303				
Claimant:	SCOVILLE, DENNY 10346 W PRAIRIE HILLS CIRCLE SUN CITY, AZ 85351			Fund No. 003 Account No.	
Voucher No.	000011076	Check No.	000011076	Check Date 1/25/2022	
1/18/2022	October 2021	Leoff 1 Claim		003-00-00-522-10-29-00	40.00

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				40.00
Vendor No.	50130			
Claimant:	SEAWESTERN PO BOX 51 KIRKLAND, WA 98083		Fund No. 001 Account No.	
Voucher No.	000011077	Check No. 000011077	Check Date 1/25/2022	
1/10/2022	INV14090	K.Bien (1) Turnout Gear	001-37-00-522-20-35-10	2,911.69
Vendor Total:				2,911.69
Vendor No.	50019			
Claimant:	SNO-KING STAMP VAL-KEL, INC PO BOX 626 LYNNWOOD, WA 98046-0626		Fund No. 001 Account No.	
Voucher No.	000011078	Check No. 000011078	Check Date 1/25/2022	
1/14/2022	69008	C.Bothwell Name Plate	001-15-00-522-10-31-00	17.63
Vendor Total:				17.63
Vendor No.	50051			
Claimant:	TOBIAS, DAVID S. DDS 19514 64TH AVE W STE A LYNNWOOD, WA 98036		Fund No. 003 Account No.	
Voucher No.	000011079	Check No. 000011079	Check Date 1/25/2022	
1/19/2022	Jan 2022	Leoff 1 Claim	003-00-00-522-10-29-00	38.60
Vendor Total:				38.60
Vendor No.	50587			
Claimant:	TOTAL LANDSCAPE CORPORATIO 17108 9TH AVE SE MILL CREEK, WA 98012		Fund No. 001 Account No.	
Voucher No.	000011080	Check No. 000011080	Check Date 1/25/2022	
1/15/2022	85724	Sta 18 Landscape Maintenance	001-62-10-522-50-48-00	395.87
1/15/2022	85724	Sta 23 Landscape Maintenance	001-62-10-522-50-48-00	395.87
1/15/2022	85724	Sta 12 Landscape Maintenance	001-62-10-522-50-48-00	593.76

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
1/15/2022	85724	Sta 21 Landscape Maintenance	001-62-10-522-50-48-00	989.65
1/15/2022	85724	HQ Landscape Maintenance	001-62-10-522-50-48-00	989.65
1/15/2022	85724	Sta 22 Landscape Maintenance	001-62-10-522-50-48-00	197.93
1/15/2022	85724	Sta 13 Landscape Maintenance	001-62-10-522-50-48-00	593.76
1/15/2022	85724	Sta 10 Landscape Maintenance	001-62-10-522-50-48-00	593.76
1/15/2022	85724	Sta 14 Landscape Maintenance	001-62-10-522-50-48-00	675.52
1/15/2022	85724	Sta 11 Landscape Maintenance	001-62-10-522-50-48-00	593.76
Vendor Total:				6,019.53
Vendor No.	50981			
Claimant:	UE MEDICAL DEVICES, INC. 831 BEACON ST, STE 136 NEWTON, MA 02459		Fund No. 001 Account No.	
Voucher No.	000011081	Check No. 000011081	Check Date 1/25/2022	
1/17/2022	1437	(90) Single Use Blades	001-42-10-522-20-31-00	3,370.00
Vendor Total:				3,370.00
Vendor No.	51001			
Claimant:	UNIFIRST 68 JONSPIN RD WILMINGTON, MA 01887		Fund No. 001 Account No.	
Voucher No.	000011082	Check No. 000011082	Check Date 1/25/2022	
10/26/2021	3310601387	HQ Mat Maintenance-Check Reissue	001-62-10-522-50-48-00	45.34
10/26/2021	3310601388	Sta 11 Mat Maintenance-Check Reissue	001-62-10-522-50-48-00	31.29
11/2/2021	3310602558	Sta 12 Mat Maintenance-Check Reissue	001-62-10-522-50-48-00	31.29
Vendor Total:				107.92
Vendor No.	50135			
Claimant:	VERIZON PO BOX 9795408393 DALLAS, TX 75266-0108		Fund No. 001 Account No.	
Voucher No.	000011083	Check No. 000011083	Check Date 1/25/2022	
1/1/2022	9896247436	Cell Phone & Data Usage-December 2021	001-32-00-522-20-42-00	3,788.23
Vendor Total:				3,788.23

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50021			
Claimant:	WA FIRE COMMISSIONERS ASSN PO BOX 134 OLYMPIA, WA 98507		Fund No. 001 Account No.	
Voucher No.	000011084	Check No.	000011084	Check Date 1/25/2022
12/22/2021	30000000644	2022 Membership	001-01-00-522-10-49-00	6,000.00
			Vendor Total:	6,000.00
Vendor No.	50236			
Claimant:	WASHINGTON AUDIOLOGY SERVI 635 ANDOVER PARK W, STE 111 TUKWILA, WA 98188		Fund No. 001 Account No.	
Voucher No.	000011085	Check No.	000011085	Check Date 1/25/2022
12/31/2021	59898	(15) Hearing Tests	001-37-00-522-20-41-00	300.00
			Vendor Total:	300.00
			Report Total:	313,709.36

I THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE ABOVE-NAMED GOVERNMENTAL UNIT, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

SIGNATURE _____, AUDITING OFFICER DATE: January 25, 2022



Blanket Voucher Approval

Date: February 1, 2022

SOUTH SNOHOMISH COUNTY FIRE & RESCUE CLAIMS VOUCHER

We the undersigned Board of Commissioners of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received, that any advance payment is due and payable pursuant to a contract, and that the vouchers identified below are approved for payment.

Board Members _____

CLAIMS BY FUND

GENERAL FUND 001	148,246.71
LEOFF 1 FUND 003	9,041.23
RESERVE FUND 302	846,342.08
SELF INSURANCE FUND 502	45,044.54
ACADEMY FUND 633	1,688.62

TOTAL CLAIMS BY FUND	1,050,363.18
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Voucher No	Claimant	Reference	Amount
11086	ALDERWOOD WATER & WASTEWATER DISTRICT	WATER/SEWER	159.77
11087	ASPDEN, WARREN	LEOFF 1 CLAIM	970.00
11088	CDW GOVERNMENT	SOFTWARE	1,500.48
11089	CHMELIK, SITKIN & DAVIS PS	LEGAL SERVICES	13,510.50
11090	COLUMBIA SOUTHERN UNIVERSITY	TUITION	1,269.00
11091	COPIERS NORTHWEST	REPAIR/MAINTENANCE	388.27
11092	DELL MARKETING L.P.	IT EQUIPMENT	1,983.17
11093	DELTA DENTAL OF WASHINGTON	INSURANCE	3,232.23
11094	DUO-SAFETY LADDER CORP	LADDERS	4,696.04
11095	EMS TECHNOLOGY SOLUTIONS, LLC	OPERATIONS SUPPLIES	4,185.00
11096	ERGOMETRICS & APPLIED PERSONNEL	PROFESSIONAL SERVICES	7,700.00
11097	GENERATOR SERVICES NW, LLC	REPAIR/MAINTENANCE	829.54
11098	GRAINGER	STATION SUPPLIES	1,607.89
11099	HEALTHCARE MGMT ADMINISTRATORS	INSURANCE	49,022.02
11100	HONEY BUCKET	ACADEMY RENTAL	281.00
11101	HUGHES FIRE EQUIPMENT, INC.	APP 225 2023 PIERCE ENFORCER	837,221.88
11102	HUNTER, DAVID	PAYROLL CHECK REISSUE	4,444.22
11103	KAISER	PROFESSIONAL SERVICES	31,032.68
11104	LIFE ASSIST	EMS SUPPLIES	11,497.44
11105	MORGAN SOUND	REPAIR/MAINTENANCE	378.47

11106	MOUNTLAKE TERRACE WS, CITY OF	WATER/SEWER	1,884.41
11107	OCENS & COASTAL ENVIRONMENTAL SENSING, INC.	SATELLITE PHONE CHARGES	1.49
11108	PACIFIC MOBILE STRUCTURES, INC	ACADEMY RENTAL	1,407.62
11109	REPUBLIC SERVICES #197	GARBAGE	181.41
11110	ROBERTSON, LAURIE	MILEAGE REIMBURSEMENT	43.68
11111	SHERMAN OPTICAL LLC	PRESCRIPTION SAFETY GLASSES	210.00
11112	SIX ROBLEES INC	TIRE CHAINS & PARTS	7,356.86
11113	STRYKER CORPORATION	MAINTENANCE CONTRACT	49,287.77
11114	SUMMIT LAW GROUP PLLC	LEGAL SERVICES	2,388.50
11115	TCA ARCHITECTURE	PROFESSIONAL SERVICES	4,935.20
11116	WA ST AUDITOR	STATE AUDIT	3,223.35
11117	WAVE HOLDCO LLC	COMMUNICATION	2,563.29
11118	WIRTZ, RICHARD	LEOFF 1 CLAIM	970.00
			1,050,363.18

Accounts Payable

Disbursement Voucher

User: sevenson
Printed: 01/26/2022 - 2:35PM



Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50024			
Claimant:	ALDERWOOD WATER & WASTEW/		Fund No. 001	
	3626 156TH SW		Account No.	
	LYNNWOOD, WA 98087			
Voucher No.	000011086	Check No. 000011086	Check Date 2/1/2022	
1/24/2022	3762-01-22	Sta 18 Water	001-62-10-522-50-47-15	144.11
1/24/2022	4073-01-22	Sta 18 Detector Check	001-62-10-522-50-47-15	15.66
Vendor Total:				159.77
Vendor No.	50056			
Claimant:	ASPDEN, WARREN		Fund No. 003	
	13011 228TH NE		Account No.	
	ARLINGTON, WA 98223			
Voucher No.	000011087	Check No. 000011087	Check Date 2/1/2022	
12/1/2021	December 2021-1	Leoff 1 Claim	003-00-00-522-10-29-00	471.00
1/1/2022	Jan 2022	Leoff 1 Claim	003-00-00-522-10-29-00	499.00
Vendor Total:				970.00
Vendor No.	50004			
Claimant:	CDW GOVERNMENT		Fund No. 001	
	75 REMITTANCE DR STE 1515		Account No.	
	CHICAGO, IL 60675-1515			
Voucher No.	000011088	Check No. 000011088	Check Date 2/1/2022	
1/18/2022	R001563	Class 2022-2 (6) IPAD Apple Care License	001-05-00-522-20-48-00	416.45
1/20/2022	R082767	(34) MS Office 365 Licenses	001-32-00-522-20-48-00	1,084.03
Vendor Total:				1,500.48

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50005			
Claimant:	CHMELIK, SITKIN & DAVIS PS 1500 RAILROAD AVE BELLINGHAM, WA 98225		Fund No. 001 Account No.	
Voucher No.	000011089	Check No. 000011089	Check Date 2/1/2022	
12/31/2021	108730	Legal Services-December 2021-General	001-15-00-522-10-41-00	13,510.50
		Vendor Total:		13,510.50
Vendor No.	50142			
Claimant:	COLUMBIA SOUTHERN UNIVERSIT PO BOX 3110 ORANGE BEACH, AL 36561		Fund No. 001 Account No.	
Voucher No.	000011090	Check No. 000011090	Check Date 2/1/2022	
1/20/2022	316361011922	C.Palmer Art & History 101 Winter Tuitior	001-46-10-522-45-43-40	1,269.00
		Vendor Total:		1,269.00
Vendor No.	50007			
Claimant:	COPIERS NORTHWEST 601 DEXTER AVE N SEATTLE, WA 98109-4712		Fund No. 001 Account No.	
Voucher No.	000011091	Check No. 000011091	Check Date 2/1/2022	
1/17/2022	INV2412942	(3) HP551 Copies	001-32-00-522-20-48-00	226.45
1/17/2022	INV2412954	HP 553 Copies	001-32-00-522-20-48-00	75.40
1/17/2022	INV2412957	HP551 Copies	001-32-00-522-20-48-00	86.42
		Vendor Total:		388.27
Vendor No.	50177			
Claimant:	DELL MARKETING L.P. C/O DELL USA PO BOX 802816 CHICAGO, IL 60680-2816		Fund No. 001 Account No.	
Voucher No.	000011092	Check No. 000011092	Check Date 2/1/2022	
12/11/2021	10543428938	(8) Dell Docking Stations	001-32-00-522-20-31-00	1,983.17
		Vendor Total:		1,983.17

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50093			
Claimant:	DELTA DENTAL OF WASHINGTON PO BOX 741301 LOS ANGELES, CA 90074-1301		Fund No. 001 Account No.	
Voucher No.	000011093	Check No. 000011093	Check Date 2/1/2022	
1/26/2022	00665-Feb 2022	Early Retiree Dep.Dental	001-15-00-522-10-46-02	44.73
1/26/2022	00665-Feb 2022	Lcoff 1 Retiree Dental	003-00-00-522-10-46-00	3,123.75
1/26/2022	00665-Feb 2022	Early Retiree Dental	001-15-00-522-10-46-02	63.75
		Vendor Total:		3,232.23
Vendor No.	50457			
Claimant:	DUO-SAFETY LADDER CORP PO BOX 497 OSHKOSH, WI 54903-0497		Fund No. 001 Account No.	
Voucher No.	000011094	Check No. 000011094	Check Date 2/1/2022	
1/18/2022	480891-000	(5) Aluminum Ladders	001-05-00-522-20-35-00	4,696.04
		Vendor Total:		4,696.04
Vendor No.	50332			
Claimant:	EMS TECHNOLOGY SOLUTIONS, I 3771 TRAMORE POINTE PKWY AUSTELL, GA 30106		Fund No. 302 Account No.	
Voucher No.	000011095	Check No. 000011095	Check Date 2/1/2022	
1/18/2022	42578	(3000) RFID Asset Tags	302-67-00-594-22-64-10	4,185.00
		Vendor Total:		4,185.00
Vendor No.	50453			
Claimant:	ERGOMETRICS & APPLIED PERSO 2122 164TH ST SW, STE 300 LYNNWOOD, WA 98087		Fund No. 001 Account No.	
Voucher No.	000011096	Check No. 000011096	Check Date 2/1/2022	
11/12/2021	141215	Captain Written Test & Assessment	001-04-00-522-10-41-00	7,700.00
		Vendor Total:		7,700.00

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50259			
Claimant:	GENERATOR SERVICES NW, LLC 3229 152ND ST. S.W. LYNNWOOD, WA 98087		Fund No. 001 Account No.	
Voucher No.	000011097	Check No. 000011097	Check Date 2/1/2022	
1/19/2022	6395	Sta 11 Generator Diagnostic	001-62-10-522-50-48-00	829.54
Vendor Total:				829.54
Vendor No.	50010			
Claimant:	GRAINGER DEPT 829670207 PO BOX 419267 KANSAS CITY, MO 64141-6267		Fund No. 001 Account No.	
Voucher No.	000011098	Check No. 000011098	Check Date 2/1/2022	
1/11/2022	9175045351	Sta 15 Misc. Supplies	001-62-10-522-50-31-00	240.10
1/11/2022	9175045369	Paper Products-Facilities	001-62-10-522-50-31-00	416.51
1/13/2022	9177366771	Sta 20 Kitchen Utensils/Dryer Sheets	001-62-10-522-50-31-00	110.55
1/13/2022	9178098845	Sta 19 Misc. Station Supplies	001-62-10-522-50-31-00	68.48
1/18/2022	9182593039	Sta 10 Misc. Station Supplies	001-62-10-522-50-31-00	481.80
1/19/2022	9183559948	Sta 11 Misc. Station Supplies	001-62-10-522-50-31-00	87.13
1/19/2022	9183859421	Sta 16 Misc. Station Supplies	001-62-10-522-50-31-00	161.35
1/19/2022	9184086248	Misc. Supplies-Central Stores Stock	001-62-10-522-50-31-00	41.97
Vendor Total:				1,607.89
Vendor No.	50080			
Claimant:	HEALTHCARE MGMT ADMINISTR. PO BOX 85016 BELLEVUE, WA 98015-5016		Fund No. 003 Account No.	
Voucher No.	000011099	Check No. 000011099	Check Date 2/1/2022	
1/19/2022	INV/2022/0745	Stop Loss	003-00-00-522-10-46-00	1,717.04
1/19/2022	INV/2022/0745	Admin Fee	003-00-00-522-10-41-00	2,260.44
1/19/2022	INV/2022/0745	Stop Loss	502-00-00-522-10-46-00	26,199.82
1/19/2022	INV/2022/0745	Admin Fee	502-00-00-522-10-41-00	18,844.72
Vendor Total:				49,022.02

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50372			
Claimant:	HONEY BUCKET PO BOX 73399 PUYALLUP, WA 98373		Fund No. 633 Account No.	
Voucher No.	000011100	Check No.	000011100	
1/6/2022	0552533670	Class 2022-2 Standard Unit Rental	Check Date 2/1/2022 633-00-00-589-40-45-00	281.00
		Vendor Total:		281.00
Vendor No.	50411			
Claimant:	HUGHES FIRE EQUIPMENT, INC. 910 SHELLEY STREET SPRINGFIELD, OR 97477		Fund No. 302 Account No.	
Voucher No.	000011101	Check No.	000011101	
1/25/2022	220325	App 225	Check Date 2/1/2022 302-61-00-594-22-64-00	837,221.88
		Vendor Total:		837,221.88
Vendor No.	51055			
Claimant:	HUNTER, DAVID 3203 TYEE DR W UNIVERSITY PLACE, WA 98466		Fund No. 001 Account No.	
Voucher No.	000011102	Check No.	000011102	
1/24/2022	1/14/22	D.Hunter Payroll Ck Re-Issue for 1/14/202	Check Date 2/1/2022 001-35-10-522-20-11-10	4,444.22
		Vendor Total:		4,444.22
Vendor No.	50200			
Claimant:	KAISER PO BOX 34584 SEATTLE, WA 98124		Fund No. 001 Account No.	
Voucher No.	000011103	Check No.	000011103	
1/1/2022	71333865	(6) Online Resp. Questionnaire	Check Date 2/1/2022 001-37-00-522-20-41-00	264.00
1/1/2022	71333865	(23) New Hire Physicals	001-05-00-522-20-41-00	22,096.00
1/1/2022	71333865	(11) Hazmat Physicals	001-37-00-522-20-41-00	8,632.68
1/1/2022	71333865	(1) Hearing Test	001-37-00-522-20-41-00	40.00

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				31,032.68
Vendor No.	50038			
Claimant:	LIFE ASSIST 11277 SUNRISE PARK DR RANCHO CORDOVA, CA 95742		Fund No. 001 Account No.	
Voucher No.	000011104	Check No. 000011104	Check Date 2/1/2022	
1/11/2022	1166834	Sta 22 EMS Supplies	001-42-10-522-20-31-00	362.67
1/11/2022	1166863	Sta 13 EMS Supplies	001-42-10-522-20-31-00	2,362.82
1/11/2022	1166877	Sta 12 EMS Supplies	001-42-10-522-20-31-00	1,821.05
1/11/2022	1166878	Sta 20 EMS Supplies	001-42-10-522-20-31-00	1,294.50
1/14/2022	1166924	Sta 15 EMS Supplies	001-42-10-522-20-31-00	5,068.40
1/11/2022	1166945	Sta 12 EMS Supplies	001-42-10-522-20-31-00	436.23
1/13/2022	1167514	Sta 11 EMS Supplies	001-42-10-522-20-31-00	40.63
1/14/2022	1167914	Sta 23 EMS Supplies	001-42-10-522-20-31-00	17.19
1/18/2022	1169251	Sta 17 EMS Supplies	001-42-10-522-20-31-00	93.95
Vendor Total:				11,497.44
Vendor No.	50231			
Claimant:	MORGAN SOUND 2004 196TH ST SW #2 LYNNWOOD, WA 98036		Fund No. 001 Account No.	
Voucher No.	000011105	Check No. 000011105	Check Date 2/1/2022	
1/11/2022	MSI108127	Comm. Board Room Sound Repairs & Part	001-32-00-522-20-48-00	378.47
Vendor Total:				378.47
Vendor No.	50126			
Claimant:	MOUNTLAKE TERRACE WS, CITY PO BOX 72 MOUNTLAKE TERRACE, WA 9804		Fund No. 001 Account No.	
Voucher No.	000011106	Check No. 000011106	Check Date 2/1/2022	
1/7/2022	664119	Sta 19 Water	001-62-10-522-50-47-15	630.54
1/7/2022	664120	Sta 19 Irrigation	001-62-10-522-50-47-15	1,253.87
Vendor Total:				1,884.41

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50873			
Claimant:	OCEAN & COASTAL ENVIRONMET 22608 MARINE VIEW DR S #300 DES MOINES, WA 98198		Fund No. 001 Account No.	
Voucher No.	000011107	Check No. 000011107	Check Date 2/1/2022	
12/31/2022	21203255	Satellite Cell Phone Charges-Dec 2021	001-32-00-522-20-35-00	1.49
		Vendor Total:		1.49
Vendor No.	50786			
Claimant:	PACIFIC MOBILE STRUCTURES, IN PO BOX 24747 SEATTLE, WA 98124		Fund No. 633 Account No.	
Voucher No.	000011108	Check No. 000011108	Check Date 2/1/2022	
12/1/2021	INV00197652	Class 2021-3 Mobile Office Rental	633-00-00-589-40-45-00	692.77
2/1/2022	INV00208974	Class 2022-2 Mobile Office Rental	633-00-00-589-40-45-00	714.85
		Vendor Total:		1,407.62
Vendor No.	50217			
Claimant:	REPUBLIC SERVICES #197 RABANCO LTD PO BOX 78829 PHOENIX, AZ 85062-8829		Fund No. 001 Account No.	
Voucher No.	000011109	Check No. 000011109	Check Date 2/1/2022	
12/31/2021	0197-002890795	Sta 14 Garbage	001-62-10-522-50-47-30	181.41
		Vendor Total:		181.41
Vendor No.	50966			
Claimant:	ROBERTSON, LAURIE SCF EMPLOYEE		Fund No. 001 Account No.	
Voucher No.	000011110	Check No. 000011110	Check Date 2/1/2022	
1/24/2022	January 2022	L.Roberston Mileage Reimb.	001-32-00-522-45-43-11	43.68
		Vendor Total:		43.68

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor No.	50090			
Claimant:	SHERMAN OPTICAL LLC 21676 76TH AVE STE 106 EDMONDS, WA 98026-7512		Fund No. 001 Account No.	
Voucher No.	000011111	Check No. 000011111	Check Date 2/1/2022	
1/20/2022	16007	Prescription Safety Glasses	001-37-00-522-20-35-10	210.00
		Vendor Total:		210.00
Vendor No.	50267			
Claimant:	SIX ROBLEES INC PO BOX 3703 SEATTLE, WA 98124		Fund No. 001 Account No.	
Voucher No.	000011112	Check No. 000011112	Check Date 2/1/2022	
1/19/2022	14-422705	(27) Sets of Tire Chains & Misc Parts	001-60-00-522-60-31-00	7,356.86
		Vendor Total:		7,356.86
Vendor No.	50430			
Claimant:	STRYKER CORPORATION PO BOX 93308 CHICAGO, IL 60673-3308		Fund No. 001 Account No.	
Voucher No.	000011113	Check No. 000011113	Check Date 2/1/2022	
9/16/2021	3520920M	(2) Code-Stat Licenses	001-42-10-522-20-48-00	5,151.82
1/4/2022	3629731M	2022 EMS Procure Power Load Cot Maint.	001-42-10-522-20-48-00	34,759.45
1/4/2022	3629997M	2022 LP15 Maintenance Contract	001-42-10-522-20-48-00	9,376.50
		Vendor Total:		49,287.77
Vendor No.	50179			
Claimant:	SUMMIT LAW GROUP PLLC 315 FIFTH AVE S, STE 1000 SEATTLE, WA 98104-2682		Fund No. 001 Account No.	
Voucher No.	000011114	Check No. 000011114	Check Date 2/1/2022	
1/21/2022	133179	Legal Services-Labor Relations 12/2021	001-04-00-522-10-41-00	1,551.00
1/20/2022	133399	Legal Services-Employment Matters 12/20	001-04-00-522-10-41-00	837.50

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
Vendor Total:				2,388.50
Vendor No.	50098			
Claimant:	TCA ARCHITECTURE 12103 SE 27TH ST BELLEVUE, WA 98005		Fund No. 302 Account No.	
Voucher No.	000011115	Check No. 000011115	Check Date 2/1/2022	
11/22/2021	6954	CFP Phase 2 Planning-December 2022	302-63-00-594-22-41-00	4,935.20
Vendor Total:				4,935.20
Vendor No.	50573			
Claimant:	WA ST AUDITOR PO BOX 40021 OLYMPIA, WA 98504-0021		Fund No. 001 Account No.	
Voucher No.	000011116	Check No. 000011116	Check Date 2/1/2022	
1/13/2022	L146436	Financial Audit-2020	001-15-00-522-10-41-00	3,223.35
Vendor Total:				3,223.35
Vendor No.	50773			
Claimant:	WAVE HOLDCO LLC PO BOX 31001-2714 PASADENA, CA 91110		Fund No. 001 Account No.	
Voucher No.	000011117	Check No. 000011117	Check Date 2/1/2022	
1/1/2022	103938001-0009242	Sta 10 Secondary Internet	001-32-00-522-20-42-00	640.68
1/1/2022	103938001-0009242	Sta 11 Secondary Internet	001-32-00-522-20-42-00	640.68
1/1/2022	103938001-0009242	HQ Secondary Internet	001-32-00-522-20-42-00	640.68
1/1/2022	103938001-0009242	Sta 15 Secondary Internet	001-32-00-522-20-42-00	641.25
Vendor Total:				2,563.29
Vendor No.	50078			
Claimant:	WIRTZ, RICHARD 7622 188TH ST SE SNOHOMISH, WA 98296		Fund No. 003 Account No.	
Voucher No.	000011118	Check No. 000011118	Check Date 2/1/2022	

Date	Invoice No.	Description	G/L Account No.	Invoice Amount
12/1/2021	December 2021-1	Leoff 1 Claim	003-00-00-522-10-29-00	471.00
1/1/2022	January 2022	Leoff 1 Claim	003-00-00-522-10-29-00	499.00
Vendor Total:				970.00
Report Total:				1,050,363.18

I THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE ABOVE-NAMED GOVERNMENTAL UNIT, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

SIGNATURE _____, AUDITING OFFICER DATE: February 1, 2022



**Board of Commissioners
Minutes of Regular Board Meeting
December 7, 2021**

PRESENT

Chair Greg Urban
Vice Chair Chris Teofilak
Commissioner Jim Kenny
Commissioner David Chan
Commissioner Bob Meador
Commissioner Mark Laurence

STAFF

Fire Chief Thad Hovis
Assistant Chief Jason Isotalo
Assistant Chief Mike Fitzgerald
Deputy Chief John Chalfant
Deputy Chief Bob Eastman
Deputy Chief David Wells
Human Resource Director Sandra Hollenbeck
Public Information Officer Leslie Hynes
Fire Marshal Karl Fitterer
Community Outreach Manager Shawneri Guzman
Executive Assistant Melissa Blankenship
Attorney Rich Davis

GUESTS

Local 1828 President Tim Hoover

7:00 PM
Zoom Virtual Meeting ID 861 5293 4763

MEETING WAS AUDIO/VIDEO RECORDED

1. CALL TO ORDER

Chair Urban called the regular meeting to order at 7:01 p.m.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

Chair Urban stated that Executive Session item 13b. Potential Litigation Pursuant to RCW 42.30.110(1)(i) was no longer necessary.

Motion

Greg Urban

Motion to approve agenda as amended.

Second:

Mark Laurence

Motion passed unanimously 6-0;

4. CONSENT AGENDA

Commissioner Meador requested clarification on a large LEOFF 1 claim and asked staff to verify the claim amount.

Commissioner Kenny requested further clarification on the teleprompter and accessories and for what they would be used, to which Chief Hovis responded that the use was for Community Outreach videos.

Commissioner Kenny requested further clarification on the Chmelik Sitkin and Davis billing for a chart prepared for discussions with Mill Creek.

Commissioner Chan asked if the LEOFF 1 Review Board approved charges and could we challenge the expenses paid to which Attorney Davis stated the only remedy was to go to the courts to challenge the review board approval. Commissioner Chan stated that he was concerned about the LEOFF 1 reserves.

Commissioner Chan requested clarification on the Mill Creek annexation discussions to which Commissioner Meador stated that he would provide a report later in the meeting and stated there was no intent to exclude any Commissioners from obtaining information on the discussions with Mill Creek.

Motion

Chris Teofilak

Motion to approve consent agenda as presented.

Second:

Bob Meador

Motion passed unanimously 6-0;

- a. Fire Chief Thad Hovis Vacation Request
- b. October 2021 Payroll Summary and Authorization
- c. Healthcare EFT Claims totaling \$143,454.47
- d. Healthcare EFT Claims totaling \$91,051.12
- e. Healthcare EFT Claims totaling \$125,770.65

- f. Healthcare EFT Claims totaling \$174,896.17
- g. Claims Vouchers 10724 - 10761 totaling \$135,769.65
- h. Claims Vouchers 10762 - 10790 totaling \$106,961.63
- i. Claims Vouchers 10792 - 10824 totaling \$123,452.97

5. APPROVAL OF MEETING MINUTES

- a. November 2, 2021 Regular Meeting

Motion

Bob Meador

Motion to approve minutes as presented.

Second:

Mark Laurence

Motion passed unanimously 6-0;

6. PUBLIC COMMENT

None.

7. FIRE CHIEF REPORT

Fire Chief Thad Hovis reported on the following:

- Snohomish County Health Department COVID-19 update including a presentation of case rates by date.
- South County Fire COVID-19 update and employee related data.
- South County Fire First Watch Response Graph presentation.
- Daily COVID-19 employee testing was continuing at the fire stations.
- Department of Emergency Management update including an update on the COVID-19 vaccine status in Snohomish County.
- Staff was 92% fully vaccinated.
- South County Fire shared a thank you from the Edmonds School District Health Services Program Manager for the outstanding job they did engaging with families at a clinic held at Meadowdale High School.
- South County Fire supported the Volunteers of America drive through food pantry.
- 12 recruits graduated from the SCFTA last Thursday.
- South County Fire participated in holiday events in Brier and Lynnwood on Saturday.
- FF Bryce Jacobson's official retirement was December 1.

Commissioner Meador asked if we could compare public entity closure data across the nation to see how we compared to the national data. Commissioner Meador provided some comparison data from states that had not completely closed down and the number of COVID cases and questioned if WA was doing the right thing.

Commissioner Chan asked if we opened public meeting space would it be a violation of State Law to which Chief Hovis replied that staff was continuing to look at when we could open the spaces again and he realized it was a frustrating situation for everyone.

8. LEGAL REPORT

Attorney Rich Davis reported on the following work done by CSD in the previous month including:

- Vaccination and reasonable accommodation requests.
- Review of Interlocal and other agreements.
- Annexation meetings and document review for the City of Mill Creek.
- Meetings with the City of Edmonds and discussions to the remedial measures.
- Watching HB1310 the law enforcement reduced response legislation which the legislature may address again in the upcoming session.

Rich Davis shared that the process for any city to annex into the RFA would be the same; they pass a resolution by the Council to request annexation then we would adopt an amendment to our RFA Plan to effectuate the terms and conditions of the annexation then we approve and the City calls an election.

Commissioner Chan asked if Commissioners were entitled to the same insurance as staff if they pay the premium to which Mr. Davis stated they were. Commissioner Chan stated that this could be a selling tool for recruitment of new Commissioners.

Commissioner Kenny asked for an update of the federal overlay for mandatory vaccinations that was potentially coming in December.

Mr. Davis stated that there was a federal executive order directing OSHA to create regulations but noted that they did not affect local governments. Mr. Davis stated that there was now a 30 day requirement for State regulations to be formulated. Mr. Davis stated that they had not been released yet.

Mr. Davis noted that there was also a Center for Medicare Services order set by the federal government but it did not encompass our organization.

9. UNION REPORT

Local 1828 President Tim Hoover reported on the following:

- Congratulations to FF Bryce Jacobson on his retirement.
- Thanked former Commissioner Drew Burnett for all of the work he performed on the Board.
- 5 new Firefighter line of duty deaths.
- Coasts for Kids events planned for the Edmonds school district.
- Thanked FF Melissa Beard for her coordination of the Helping Families project where 4 families in need were being assisted during this holiday season.
- Thanked CRP's for their continued vaccination assistance.

- Please keep in mind that the crews handle cleaning and sanitation of the community rooms and multiple events are challenging if there are high call volumes.

10. UNFINISHED BUSINESS

- a. Q3 Community Readiness Section Report - Assistant Chief Mike Fitzgerald/Assistant Fire Marshal Karl Fitterer/Community Outreach Manager Shawneri Guzman

Assistant Chief Fitzgerald briefly summarized the Re-Identification of the fire marshal teams and the community outreach teams as Community Readiness.

Assistant Fire Marshal Karl Fitterer and Community Outreach Manager Shawneri Guzman provided an overview of activities impacting the Community Protection and Community Outreach Divisions for the months of July through September.

Commissioner Kenny asked for clarification of the new partnerships concerning the lifejackets placed at Lake Ballinger.

Commissioner Kenny asked FM Fitterer for a comparison of plan reviews to prior quarters.

Commissioner Kenny shared that he didn't understand the rationale for the department name change to Community Readiness to which AC Fitzgerald stated that they were simply using the terminology from the 21st Century white paper that had guided them through the budget process and would not be a re-branding but a re-identification.

Commissioner Chan commented on the budget process and stated that just because the staff was relying on the guidance of the 21st Century white paper, the Board might not be able to accommodate the budget request.

Chair Urban asked if there were plans for pedestrian safety initiatives to which Ms. Guzman replied that a lot was done last year and they will continue to work on pedestrian safety as well as home safety.

11. COMMITTEE UPDATES

- a. Capital Facilities Committee - Commissioner Jim Kenny

Commissioner Kenny shared that the committee would be meeting to address the phase II recommendations for the Capital Facilities Plan.

DC Eastman provided an update on the status of the Verdant property that was under discussion for purchase and the state of the environmental remediation and the consultant identified an ecology grant to assist with the cost of the next steps.

- b. Intergovernmental Committee - Commissioner Bob Meador

Commissioner Meador provided an update on the discussions with the City of Mill Creek potential annexation.

Chief Hovis shared information on the transition from the recently resigned City Manager, Michael Ciaravino. Chief Hovis affirmed that the City of Mill Creek was still planning to move forward with the annexation despite the City Manager departure.

Commissioner Kenny stated that he would like to see the materials being presented to the City of Mill Creek as staff and possibly the committee were negotiating with them and the Board needed to be well aware of what was being considered and discussed before the process was too far along.

Commissioner Meador stated that the Board would see the materials well before any final decisions were made and he felt the Intergovernmental Committee was effective in working with staff to get us to this point.

c. SNO911 - Commissioner David Chan

Commissioner Chan stated that there would be a Sno911 Capital Facilities Plan meeting tomorrow that may need to be rescheduled.

12. COMMISSIONER COMMENTS

Commissioner Chan requested an update on the Commissioner appointment and whether the Board would be discussing that further at this meeting.

Chair Urban shared that the Board discussed and outlined the process at the last meeting and the Everett Herald ad has been placed. The collection of resumes would be coming in over the next few weeks.

Commissioner Chan stated he would like to discuss qualification criteria at a meeting in the near future.

Chair Urban stated that due to Commissioner Burnett's departure and Commissioner Meador having only two more meetings, he was appointing Commissioner Chan and himself to the CFO Committee to continue the process until a candidate was identified and hired.

Commissioner Meador asked if Sno911 was planning to move forward with a facility of their own instead of consider co-locating possibly with us to which Commissioner Chan stated that yes they were considering their own facility at this time.

Chair Urban called a recess for 10 minutes at 8:35 pm.

13. EXECUTIVE SESSION

Chair Urban called the regular meeting back to order at 8:50 p.m.

Chair Urban called two Executive Sessions at 8:50 p.m. for 45 minutes for Collective bargaining pursuant to RCW 42.30.140(4) and Review the performance of a public employee pursuant to RCW 42.30.110(1)(g).

Potential action would be taken at the conclusion.

The executive session was extended at 9:35 p.m. for 15 minutes.
The executive session was extended at 9:50 p.m. for 15 minutes.
The executive session was extended at 10:05 p.m. for 20 minutes.

The regular meeting was called back to order at 10:25 p.m.

Commissioner Kenny opposed the contract as he believed it was not a good contract from a management perspective.

Commissioner Kenny stated that he worked with all of the DC's and enjoyed working with them and it was not at all personal.

Commissioner Kenny stated that one of the hallmarks of our labor contracts with Local 1828 and it's predecessors had been about the average of the comparables. Commissioner Kenny stated that we focus on that average and try to stay close to the comparables average, one reason being a contractual requirement with the City of Edmonds.

Commissioner Kenny stated we wanted to keep up with the market so we were fairly compensating employees but that this one deviated from previous contracts and stated that our own information showed the next step difference was 17.24 percent, the average.

Commissioner Kenny stated that what the Board authorized for this contract was 21 percent but as a matter of principal we should stay at the average of our comparables as we do with our main body contract.

Commissioner Kenny stated that it would be easy for the main body to use this increase in negotiations for their contract next year and focus on an increase to the senior firefighter salary.

Commissioner Kenny stated that he would have recommended to not lock in a percentage but review the market each year.

Commissioner Chan stated that he enjoyed working with the DC's as well, but the Board needed to keep the organization financially healthy, this would be setting a bad precedent and he would be voting no on this contract.

Motion

Mark Laurence

Motion to approve Deputy Chief Labor Contract.

Second:
Chris Teofilak

Motion failed 3-3; Nays: Chan, Kenny,
Meador

- a. Collective Bargaining Pursuant to RCW 42.30.140(4)
- b. Potential Litigation Pursuant to RCW 42.30.110(1)(i)

This item was removed from the agenda.

- c. Review the performance of a public employee pursuant to RCW 42.30.110(1)(g)

14. Adjournment

- a. South County Fire Board Meeting Calendar

Without objection, the regular meeting was adjourned at 10:34 p.m.

Approved by:

Presented by:

Greg Urban
Board Chair

Melissa Blankenship
Executive Assistant to the Board of
Commissioners

South County Fire strives to provide accessible opportunities for all members of the public. Please notify the Human Resources Department, 425-551-1258 or shollenbeck@southsnofire.org at least five business days prior to any South County Fire meeting if any accommodations are needed.



**Board of Commissioners
Minutes of Work Session Meeting
December 14, 2021**

PRESENT

Chair Greg Urban
Vice Chair Chris Teofilak
Commissioner Jim Kenny
Commissioner David Chan
Commissioner Bob Meador
Commissioner Mark Laurence

STAFF

Fire Chief Thad Hovis
Assistant Chief Jason Isotalo
Assistant Chief Mike Fitzgerald
Deputy Chief John Chalfant
Deputy Chief Bob Eastman
Deputy Chief Shaughn Maxwell
Deputy Chief David Wells
Human Resource Director Sandra Hollenbeck
Public Information Officer Leslie Hynes
Executive Assistant Melissa Blankenship
Attorney Rich Davis

GUESTS

Local 1828 President Tim Hoover
Medical Director Rich Campbell

7:00 PM
Zoom Virtual Meeting ID 861 5293 4763

1. CALL TO ORDER

Chair Urban called the work session to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

The Work Session Agenda was updated with the following:

- Added item 7b. Commissioner Election Update - Attorney Rich Davis.

- Removed item 9c. CFO Selection Committee Update.
- Executive Session updated to replace 11a. Potential Litigation with Collective Bargaining pursuant to 42.30.140(4).

Motion

Greg Urban

Motion to approve agenda as updated

Second:

Chris Teofilak

Motion passed unanimously 6-0;

4. PUBLIC COMMENT

None.

5. FIRE CHIEF REPORT

Fire Chief Thad Hovis reported on the following:

- Snohomish County Health Department COVID-19 update including a presentation of case rates by date.
- South County Fire COVID-19 update and employee related data.
- South County Fire First Watch Response Graph presentation.
- Daily COVID-19 employee testing was continuing at the fire stations.
- Department of Emergency Management update including an update on the COVID-19 vaccine status in Snohomish County and Community Outreach vaccination efforts.
- The South County Fire Community Outreach Team was honored by the Snohomish County Target Zero Task Force at its annual traffic safety award ceremony held last Friday.
- Update on Family Fun Center fire in Edmonds December 8.
- Update on residential fire in Mountlake Terrace today.
- VFIS Client Risk Solutions completed a risk control survey of South County Fire and had no improvement recommendations at this time.
- Hosting vaccine booster clinic on December 20th.
- Kronos confirmed a worldwide ransomware incident and is expected to be down for several weeks.

Commissioner Chan asked if the family fun center fire was a result of homelessness to which Chief Hovis responded it did not appear to be the case.

Commissioner Chan asked if we had a policy for unoccupied properties to which Chief Hovis responded it was a jurisdictional requirement and that South County Fire did not have a policy.

Commissioner Chan asked Dr. Campbell to speak to the Omicron variant. Dr. Campbell shared County information and DC Maxwell shared how South County Fire was handling the surge in patient transports.

Commissioner Kenny shared that he was glad to hear that we had legacy systems to put

back into place in response to the Kronos ransomware attack.

6. UNION REPORT

Local 1828 President Tim Hoover reported on the following:

- Local 1828 appreciated being a part of the team to help with the Kronos temporary system solution. President Hoover was recently in Olympia for meetings and it was a massive topic that was even affecting hospital staffing systems.
- Ordered 300 coats for Edmonds Coats for Kids event.
- HB 1310 concern of not having police in some response scenarios. It had already occurred and they were concerned for personnel. Asked Board to please support resolution being presented tonight regarding an organizational policy.

7. UNFINISHED BUSINESS

- a. City of Mill Creek Update for Discussion - Attorney Rich Davis/Deputy Chief Bob Eastman/Fire Chief Thad Hovis

Attorney Rich Davis provided an overview of the process of annexing a city into the RFA.

Mr. Davis provided background and an overview of the three documents included in the packet; Pre-Annexation document, Temporary Contract for Service and RFA Plan amendment redline.

DC Eastman provided details of the financial aspects relating to the annexation.

Chief Hovis received a message during our meeting that the City of Mill Creek unanimously passed a resolution to annex into the South County Fire RFA and would bring that item to the Board on December 21st.

Chair Urban called a recess for 10 minutes at 8:45 pm.

Chair Urban called the work session back to order at 8:55 p.m.

Chair Urban called an Executive Session at 8:55 p.m. for 30 minutes for Collective Bargaining pursuant to RCW 42.30.140(4). No action was expected at the conclusion.

Chair Urban called the work session back to order at 9:25 p.m.

- b. Commissioner Election Update - Attorney Rich Davis

Attorney Rich Davis provided an overview of his memo sent directly to Commissioners concerning the Commissioner Elections process and stated that as of January 1 we had 90 days to appoint a new Commissioner and that it was a 2 year position until the next odd year election; 2023.

Commissioner Chan recommended we start the advertising process now for the at-large

position.

Commissioner Laurence recommended we simultaneously appointment the two open positions.

Chair Urban stated that we would further discuss this at the meeting on the 21st to solidify the process.

8. NEW BUSINESS

- a. HB 1310 Draft Resolution and Policy for Discussion - Attorney Rich Davis/Deputy Chief Shaughn Maxwell

Attorney Rich Davis presented an overview of how HB1310 has impacted EMS providers.

A South County Fire policy and Draft Resolution were presented and Mr. Davis provided an overview.

Commissioner Kenny asked about the substantial risk definition to which Chief Hovis responded that it was at the discretion of the Incident Commander at the scene.

Commissioner Kenny asked how many incident command situations this would this create to which Chief Hovis stated that it would be hard to say exactly.

DC Maxwell stated that there were 3-4 over the weekend and that the incident command process was set up on every call.

AC Isotalo stated that incident command process is scalable for the particular incident.

Commissioner Kenny asked if could we hire security to travel to an incident to watch over a scene. AC Isotalo stated that everyone at the scene was a safety officer and on larger scale events we assign someone to be a safety officer on scene.

Commissioner Laurence stated that he would like staff to outline how this would actually work as there were several scenarios.

Commissioner Chan stated that he anticipated this would increase the stress of our firefighters and paramedics and that we needed to take care of our people.

Chair Urban asked if any other organization had put this type of policy in place to which DC Maxwell stated that we created the foundation for the policy and are at the forefront of putting this in place.

- b. Discussion on the Purchase of one(1) 2022 Budgeted Pierce Fire Engine - Procurement and Contracts Manager Shane Jensen/Assistant Chief Jason Isotalo

Purchasing Manager Shane Jensen stated that per the apparatus replacement plan we would like to purchase a Pierce apparatus.

Mr. Jensen shared that Pierce announced there would be a price increase February 1, 2022 so this is also a timing issue to get the best price.

Commissioner Chan stated that we should be constantly reviewing the replacement plan to verify our apparatus were up to date and in the best shape possible.

9. COMMITTEE UPDATES

- a. Capital Facilities Committee - Commissioner Jim Kenny

Commissioner Kenny nothing to report but the Capital Facilities Plan Phase II should be ready to discuss next Tuesday.

- b. Intergovernmental Committee - Commissioner Bob Meador

Commissioner Meador stated that he was pleased and it was good news that the City of Mill Creek passed their Resolution to annex into the RFA.

- c. SNO911 - Commissioner David Chan

Commissioner Chan reported that there would be a meeting on Thursday.

10. COMMISSIONER COMMENTS

Commissioner Chan requested to have a discussion at the next meeting of what characteristics make up the ideal Commissioner.

11. EXECUTIVE SESSION

Chair Urban called an executive session to Review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for 30 minutes at 10:30 p.m.

No action was expected at the conclusion.

The executive session was extended for 20 minutes at 11:00 p.m.

The executive session was extended for 15 minutes at 11:20 p.m.

The executive session was extended for 10 minutes at 11:35 p.m.

The executive session was extended for 5 minutes at 11:45 p.m.

- a. Collective Bargaining pursuant to RCW 42.30.140(4)
- b. Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1)(g)

12. ADJOURNMENT

- a. South County Fire Board Meeting Calendar

The meeting was called back to order at 11:50 p.m.

Without objection the work session was adjourned at 11:50 p.m.

Approved by:

Presented by:

Greg Urban
Board Chair

Melissa Blankenship
Executive Assistant to the Board of
Commissioners

South County Fire strives to provide accessible opportunities for all members of the public. Please notify the Human Resources Department, 425-551-1258 or shollenbeck@southsnofire.org at least five business days prior to any South County Fire meeting if any accommodations are needed.

Board Meeting Agenda Bill Agenda Item 10.a.

Meeting Date: 2/1/2022

Department: Fire Chief

Subject

City of Mill Creek Continued Discussion of Pre-annexation and Temporary Agreements - Attorney Rich Davis/Deputy Chief Bob Eastman/Fire Chief Thad Hovis

Prior Board Action:	Briefs from Intergovernmental Committee and review of the draft Pre-Annexation Agreement and draft Temporary Services Agreement .at previous Board meetings. The Board approval of Resolution 12212021-18 AMENDMENT OF SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY (SCF) PLAN
Recommended Action:	Discussion and potential action on both the pre-annexation agreement and temporary services agreement.
Related Items:	City of Mill Creek Resolution NO. 2021-617, Resolution 12212021-18, pre-annexation agreement, temporary services agreement, draft letter to Fire Chief Obrien, and technical corrections document.
Staff Contact:	Deputy Chief Bob Eastman
Approval Signature:	Fire Chief Thad Hovis
Legal Review:	Legal Review Completed

Summary

The City of Mill Creek City Council on December 14, 2021 unanimously (7-0) adopted RESOLUTION NO. 2021- 617:. That resolution was sent by the City to the RFA on December 15, 2021. The next step in the process is for the RFA to adopt. The RFA on December 21, 2021 approved resolution 12212021-18 that amended the RFA Plan and allows the City of Mill Creek to move forward with the steps for the City to annex into the RFA.

Discussion

In discussions with City staff, they have discussed the following timeline to meet the deadline to have the requirement completed to have the annexation on the ballot for the April 2022 special election. The city is discussing the two agreements at their February 1 city council meeting with anticipated action on those agreements at the February 8th city council meeting. They are considering adding a special meeting on February 15th to take the required action to put the annexation on the April ballot, if they do not have a special this action would be taken at their February 22nd city council meeting. Staff, on January 27th, briefed the intergovernmental subcommittee on the City's timeline. There have been some technical corrections to each of the agreements and are identified in the technical corrections document. In the continued discussion on the agreements staff is prepared to discuss the question of the Board as to the cost-of-service

analysis model and the temporary services agreement. The goal of staff is to have the Board act on both agreements no later than the February 8th Board meeting. At the request of the Intergovernmental subcommittee staff is prepared for the Board to act at the February 1st meeting.

Fiscal Impact

Potential fiscal impacts are noted within included documents.

Recommendation

Staff recommends a motion to approve the Pre-annexation Agreement as presented and a motion to approve the Temporary Service Agreement as presented.

ATTACHMENTS:

Description	Type
Temporary Contract for Services Final	Backup Material
Resolution to Amend Plan 12212021	Backup Material
Pre Annexation Agreement Final	Backup Material
Technical Corrections to Mill Creek and SCF Agreements 1 28 22	Backup Material
Transfer of Personnel letter draft	Backup Material
Employee transfer Agreement SRFR 1 28 22	Backup Material

**INTERLOCAL AGREEMENT FOR TEMPORARY PROVISION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL AGREEMENT by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the “RFA”) and the **CITY OF MILL CREEK**, a Washington city (the “City”) is for the provision of fire and emergency medical service operations.

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue (“SRFR”), pursuant to a Fire and Emergency Medical Services Agreement (“SRFR Agreement”);

WHEREAS, SRFR has provided the City with notice that the SRFR Agreement will terminate December 31, 2022;

WHEREAS, upon termination of the SRFR Agreement, the City will acquire title to Station 76 from SRFR per section 10.4.5 of the SRFR Agreement;

WHEREAS, the City will submit to the voters a measure to annex into the RFA at the April, 2022 special election;

WHEREAS, if the annexation measure fails, the City intends to conduct further outreach and education and to bring the annexation measure back to the voters at the February or April, 2023 special election;

WHEREAS, until such time as the City annexes into the RFA, the City will require the temporary provision of fire and emergency medical services through a contractual agreement;

WHEREAS, in the event that the voters do not approve the annexation measure at the February or April, 2022 election, the RFA is willing to contract with the City to provide fire and emergency medical services to the City as a temporary measure to enable the City additional time and opportunity to have a new annexation measure approved by the voters of the City at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and RFA hereto agree as follows:

1. DEFINITIONS

The following definitions shall apply throughout this ILA.

- a. **City:** City of Mill Creek.
- b. **City Fire Station:** Fire Station 76.

- c. **Commencement Date:** January 1, 2023.
- d. **Contract Payment:** The amount that the City shall pay to the RFA pursuant to this ILA.
- e. **RFA:** South Snohomish County Fire & Rescue Regional Fire Authority.
- f. **Effective Date:** Upon mutual execution of the Parties.
- g. **RFA Fire Chief:** The Fire Chief of the RFA.
- h. **Firefighters:** Full-time, compensated employees, captains, firefighters, emergency medical technicians, and/or paramedics.
- i. **Insurance:** The term “insurance” as used in this ILA means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- j. **Law:** The term “law” refers to state and federal statutes and regulations. Unless expressly identified herein, City ordinances, codes other than those directly related to the services provided under this Agreement shall not be considered “law.”
- k. **Material Breach:** A Material Breach means the RFA’s failure to provide minimum staffing levels as described within this ILA, the City’s failure to timely pay the Contract Payment as described within this ILA, or the City’s or RFA’s failure to comply with other material terms of this ILA.
- l. **Wind-Up Period:** Except in the context of Material Breach, the 12 months immediately following notice of termination.

2. **SCOPE OF SERVICES**

- 2.1 **Services Provided.** The RFA shall provide all services necessary for fire suppression, emergency medical service, hazardous materials response, technical rescue, and disaster response to a service area covering the corporate limits of the City of Mill Creek. In addition, the RFA shall provide support services including, but not limited to, fire marshal, fire prevention and life safety, public education, public information, and fleet maintenance, payroll and finances, human resources, and legal and risk management pertaining to the operations and delivery of the RFA’s services.

- 2.2 **Training, Education, and Career Development.** The RFA shall provide training and education to all firefighter and emergency medical service personnel in accordance with State, County and local requirements.
- 2.3 **City Fire Chief.** The RFA Fire Chief shall be designated as the City Fire Chief for purposes of statutory provisions, regulations and the Mill Creek City Code.
- 2.4 **RFA Fire Chief Designates Fire Marshal.** The RFA Fire Chief shall designate an individual to serve as City Fire Marshal, and shall assign necessary personnel to support the functions and needs of the Fire Marshal as mutually agreed to and funded by the City. As employees of the RFA, the City Fire Marshal and Fire Inspector shall perform all of the customary roles and duties associated with their positions: fire prevention; fire investigation; code development, application, interpretation, and enforcement; permit processes; plans review; records retention, response to public records requests and other legal summons; fire and life safety public education; and other duties as assigned in the City.

3. **STANDARDS FOR SERVICES/STAFFING**

- 3.1 **Fire Station Staffing.** The City Fire Station shall be staffed 24 hours per day, seven days per week with five personnel, one of whom shall be a paramedic. Three staff shall be assigned to the Fire Apparatus and two staff shall be assigned to the EMS Unit.
- 3.2 **Staffing Exceptions.** Exceptions to the staffing requirements herein may occur in those unusual circumstances where there is a significant emergency event(s) in the RFA, the City, or other areas which are under a mutual aid agreement.
- 3.3 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers, automatic and mutual aid agreements. Nothing herein shall require the RFA to respond first to the City of Mill Creek as opposed to other areas protected by the RFA. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the RFA based upon the RFA's operational judgment and without regard to where the concurrent emergencies occur.
- 3.4 **Change in Level of Services.** Should the City desire to increase the level of services the RFA provides under this Agreement, the parties shall equitably renegotiate the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

4. **USE OF CITY FIRE STATION**

- 4.1 **Use of City Fire Station.** The City shall retain ownership of City Fire Station during the term of this Agreement and shall make it available for use by, and at no charge to, the RFA pursuant to the terms set forth in **Exhibit B**.

5. **ANNUAL CONTRACT PAYMENT AND TRANSPORT FEES**

- 5.1 **Annual Contract Payment.** The City shall pay the RFA a sum referred to as the Contract Payment for the services provided herein. The Contract Payment is set forth on Exhibit A and shall be paid in equal monthly installments by the 10th day of each month; provided, however, that by mutual agreement of the Fire Chief and the City Manager, the Contract Payment may be paid quarterly with payments due on or before January 1, April 1, July 1 and October 1. Failure to pay installments in a timely manner shall be considered a Material Breach as defined in the Definitions section of this ILA. The RFA will issue invoices at least thirty (30) days in advance of the due date for an installment. Delinquent invoices will bear interest at the rate of 1% per month.
- 5.1.1 If a service level change requiring an adjustment in the Contract Payment occurs on a date other than January 1, the Contract Payment shall be adjusted on the effective date of the service level change, and the monthly installment payments shall be adjusted accordingly.
- 5.2 **Contract Payment Adjustment in the Event of Renewal.** In the event the parties mutually agree to renew this Agreement as provided herein beyond December 31, 2024, the Contract Payment shall be adjusted on January 1, 2025 as agreed by the Parties. The RFA shall, no later than September 1, 2024, submit to the City an invoice for the ensuing year, including any revision to the Contract Payment for the ensuing year. Such Contract Payment shall be calculated by applying the then existing RFA Fire Levy Rate and EMS Levy Rate to the City's assessed valuation plus an additional amount representing the RFA's Benefit Charge that the RFA would have collected on properties within the City if the City were annexed into the RFA.
- 5.3 **Annexation.** The City's Urban Growth Area contains property within the boundaries of the RFA. If the City annexes area within the RFA, the Contract Payment due from the City shall be increased to account for any annexed properties located within any RFA's taxing jurisdiction. The Contract Payment increase shall be the amount necessary to match the levy amount and Benefit Charge the RFA would collect from the annexed properties as if such properties were within the taxing jurisdiction of the RFA. The increase in the Contract Payment shall occur on the first month on which the RFA is no longer entitled to collect non-delinquent tax revenue from the annexed area pursuant to RCW 35.13.270(2).
- 5.4 **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this ILA because the RFA was required to comply with a legislative or regulatory decision by an entity other than the City, then at the request of either party, the City and RFA shall renegotiate this ILA and adjust Contract Payment to fully compensate the RFA for actual costs incurred by the RFA. An example of a significant increase in cost would be if the state required that fire engines be staffed with four firefighters per engine instead of three. If the City and RFA are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this ILA shall apply. Failure of either party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.

5.5 **EMS Transport Fees.** The RFA shall charge fees for the basic life support and advanced life support transports that it performs. As the EMS service provider for the City, the RFA shall be entitled to retain all EMS Transport Fees.

5.6 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the RFA without fully compensating the RFA for actual costs incurred.

6. **ROLLING STOCK (APPARATUS AND VEHICLES)**

6.1 The RFA shall provide all apparatus and vehicles necessary to deliver the services set forth in this Agreement including but not limited to all fire apparatus and emergency medical service vehicles.

7. **EQUIPMENT**

7.1 The RFA shall provide all equipment necessary to deliver the services in this Agreement including but not limited to all material and equipment necessary to provide fire and emergency medical services to the City .

8. **OVERSIGHT AND REPORTING**

8.1 **Agreement Administrators.** The RFA Fire Chief and the City Manager and/or their designees, shall act as administrators of this ILA for purposes of RCW 39.34.030. During the term of this ILA, the RFA Fire Chief shall provide the City Manager with quarterly written reports concerning the provision of services under this ILA. The RFA Fire Chief shall present an annual report covering the previous calendar year to the Mill Creek City Council prior to March 1.

8.2 **Representation on Intergovernmental Boards.** The RFA shall represent the City on intergovernmental boards or on matters involving the provision of services under this ILA as reasonably requested by the City Manager. The City reserves the right to represent itself in any matter in which the interests of the City and the RFA are not aligned or whenever any matter relates to the appropriation of or expenditure of City funds beyond the terms of this ILA.

9. **EXISTING AGREEMENTS**

9.1 **DEM, SNO 911 and SERS.** The City currently has contractual relationships with other entities or agencies including the Department of Emergency Management (DEM) (or successor) and SNO 911. The City shall maintain its representation and financial obligations with those entities or agencies and will act to represent itself and retain authority to negotiate on its behalf. At the discretion of the City, the RFA may provide representation on behalf of the City on various committees, boards, and/or commissions as requested, as appropriate, and/or as agreed to by mutual agreement of the parties. The parties shall meet to address any changes to the foregoing entities that result in a change to the City's representation or financial obligations. During the term of this Agreement, the

RFA will pay the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911.

- 9.2 **Full Information as Basis for Relationship.** The City and RFA agree to coordinate their individual relationships with other entities and agencies so that the services under this ILA will be provided in an efficient and cost-effective manner. The City and RFA agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the City and/or the RFA obligations.

10. **TERM OF AGREEMENT**

- 10.1 **Two-Year Agreement.** This Agreement shall be effective upon the last date of signature by either Party and recording of the Agreement with the Snohomish County Auditor or posting of the Agreement on the website of either party. The Commencement Date of the Agreement shall be January 1, 2023. This ILA shall terminate on the earlier of the following: December 31, 2024 or the effective date of the annexation of the City into the RFA. The ILA may be renewed beyond December 31, 2024 for additional one (1)-year terms only by mutual agreement of the Parties.
- 10.2 **Material Breach and Wind-Up Period.** In the event of a Material Breach of this ILA, the City and RFA shall, unless the City and RFA mutually agree otherwise, continue to perform their respective obligations under this ILA for up to twelve (12) months after notice of the Material Breach (the "Wind-Up Period") provided, however, that the Wind-Up Period shall be (i) ninety (90) days if the Material Breach involves the City's failure to make the Contract Payment; provided further, that during the Wind-Up Period, the City and RFA shall coordinate their efforts to prepare for the transition to other methods of providing fire and EMS services to the City. The City shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

11. **TERMINATION AND RETURN OF ASSETS**

- 11.1 **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this ILA shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below.
- 11.1.1 Termination Due to Change in Law or by Mutual Agreement. In the event that this ILA is terminated due to a change in law or by mutual agreement, each party shall bear its own costs associated with the termination.
- 11.2 **Duty to Mitigate Costs.** The City and RFA have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this ILA and irrespective of the party who must bear the costs of termination.

11.3 **Disposition of Assets to the City.** If this Agreement is terminated for any reason other than the annexation of the City into the RFA (in which case the disposition of assets will be determined by the RFA Plan and/or other agreement), the City and RFA agree to the following disposition of assets and equipment upon termination:

a. **City Owned Assets.** Any assets owned by the City on the Termination Date shall be returned to the possession of the City.

b. **RFA Owned Equipment.** Upon the Termination Date, the City shall purchase from the RFA at fair market value any RFA owned equipment which is used at the City Fire Station.

c. **RFA Owned Rolling Stock.** The City may, with the concurrence of the RFA, purchase any rolling stock owned by the RFA which is stationed at the City Fire Station. Such purchase shall be at fair market value.

11.3.1 Fair Market Value Determination. The purchase price for any equipment which is to be purchased by the City at fair market value shall be agreed upon by the parties or, in the absence of agreement, such equipment shall be appraised by a mutually agreed upon third party who has experience in valuing such equipment.

11.3.2 Payment. The purchase price for the Equipment shall be paid within sixty (60) days following the Termination Date. The purchase price for any rolling stock shall be paid on terms and conditions mutually agreed to by the parties.

12. **CITY AND DISTRICT ARE INDEPENDENT MUNICIPAL GOVERNMENTS**

12.1 **Independent Governments.** The City and RFA recognize and agree that the City and RFA are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the RFA and within the City unless otherwise stipulated within this ILA.

12.2 **Resource Assignments.** The RFA shall assign the resources available to it not regarding internal political boundaries, but rather based upon the operational judgment of the RFA as exercised within the limitations and obligations of Sections 2.4 through 2.8.

12.3 **Debts and Obligations.** Neither the City nor RFA, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

13. **INSURANCE**

- 13.1 **Maintenance of Insurance.** For the duration of this ILA, each Party shall maintain insurance as follows: Each party shall maintain its own insurance policy or policies insuring damage to its real and personal property, vehicles, and equipment, if any. The City shall maintain an insurance policy insuring against liability for accidents occurring on City-owned property. Such insurance policy shall be in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00). The RFA shall maintain an insurance policy insuring against liability arising out of work or operations performed by the RFA under this ILA in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00).
- 13.2 **Hold Harmless.** To the extent each party's insurance coverage is not voided, each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such party's officers, officials, employees and volunteers in connection with the performance of the Agreement or the ILA. The provisions of this section shall survive the expiration or termination of the Agreement and the ILA.
- 13.3 **Mutual Waiver of Claims.** The RFA and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the City Fire Station or any jointly owned property (if any) which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

14. **DISPUTE RESOLUTION**

It is the intent of the City and RFA to resolve all disputes between them without litigation. In the event that any dispute between the City and RFA cannot be resolved by good faith negotiations between the City and RFA, then the dispute resolution provision of this ILA shall apply. Excluded from these dispute resolution provisions are issues related to the legislative authority of the Mill Creek City Council to make budget and appropriation decisions, decisions to contract, establish levels of service or staffing as provided herein and Chapter 35.103 RCW and other policy matters that state law vests with the City Council. The above exclusions from the dispute resolution process shall not abridge the right of the RFA to pursue an increase in the Contract Payment as a result of any decision which, itself, is not subject to the Dispute Resolution provisions of this ILA. Nothing herein shall prevent either party from providing notice of termination of the ILA for a Material Breach prior to completion of the dispute resolution processes described below; however, such notice shall not affect any obligations to proceed with the Dispute Resolution provisions.

- 14.1 **Mediation.** Upon a request by either party to mediate a dispute that is subject to the Dispute Resolution provisions, the parties shall mutually agree upon a mediator. If the City and RFA cannot agree upon a mediator within ten (10) business days after such request, the City and RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this ILA. Except for unusual reasons beyond the reasonable control of either party, mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and RFA.
- 14.2 **Litigation.** In the event that a dispute cannot be resolved following mediation, either party may file an action in Superior Court. Jurisdiction and venue for such actions shall lie exclusively in Superior Court for Snohomish County, Washington. The party substantially prevailing in any such action or proceeding shall be awarded its reasonable costs and attorneys' fees.

15. **MISCELLANEOUS PROVISIONS**

- 15.1 **Noticing Procedures.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail (provided a read receipt is obtained by the sender), sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

RFA Secretary:
South Snohomish County Fire &
Rescue Regional Fire Authority
12425 Meridian Avenue
Everett, WA 98208

City Clerk:
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012

Or, to such other address as the foregoing City and RFA hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original document.

- 15.2 **Other Cooperative Agreements.** Nothing in the ILA shall preclude the City and the RFA from entering into contracts for service in support of this ILA.
- 15.3 **Public Duty Doctrine.** This ILA shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ILA shall not create or be construed as creating an exception to the Public Duty Doctrine. The City and RFA shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this ILA.

15.4 **Entire Agreement.** The entire agreement between the City and RFA hereto is contained in this ILA and exhibits thereto. This ILA supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Only those exhibits referenced in this ILA shall continue to be effective.

15.5 **Amendment.** This ILA may be amended only by written instrument approved by the governing bodies of the City and RFA subsequent to the date hereof.

Dated this ____ day of _____ 2022.

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Greg Urban, Board Chair

Jim Kenny, Commissioner

Chris Teofilak, Vice Chair

Mark Laurence, Commissioner

David Chan, Commissioner

Derek Daniels, Commissioner

ATTEST:

Melissa Blankenship, Executive Assistant to
the Board of Commissioners

Approved as to form:

Richard A. Davis III, RFA Attorney

CITY OF MILL CREEK

Martin Yamamoto, Interim City Manager

ATTEST:

By: _____
Its: City Clerk

Approved as to form:

Grant Degginger, City Attorney

EXHIBIT A
CONTRACT PAYMENT

2023: \$5,978,082.00

2024: \$6,152,163.00

EXHIBIT B

USE OF FIRE STATION

For as long as the ILA remains in effect, the City hereby grants to the RFA exclusive use and possession of Station 76 on the terms and conditions described below.

1. **Fire Station.** The City shall provide use of Station 76 located at 1020 153RD Street SE in the City of Mill Creek, Washington in "As-Is" condition.
2. **No Use Charge.** No use charge shall be assessed to the RFA. The parties agree that the rights and contractual obligations contained within the ILA constitute adequate consideration for RFA use and possession of the premises.
3. **Utilities and Services.** The City shall ensure the availability of all utilities necessary for the use of the premises, to include: water, sewer, garbage, heating, air conditioning, electrical power, telephone and information technology/system data lines.
 - 3.1 **Cost for Utilities.** The RFA shall be responsible for the cost of all utilities used on the premises. If a separate meter is unavailable for any utility that the RFA is responsible to pay, then the cost shall be equitably apportioned to the RFA in a manner agreeable to both parties.
4. **Conditions and Repairs.** The RFA acknowledges that the premises has been continuously used to provide fire and emergency services and that its current condition is acceptable for the RFA to continue providing fire and emergency services.
5. **Improvements.** Because it is anticipated that the City will seek to have the voters approve annexation into the RFA while the RFA is occupying the premises, no major capital improvements to the premises are anticipated during the RFA's tenancy. In the event that the City's ownership of Station 76 continues after December 31, 2024, the parties will meet and confer in good faith in an effort to mutually agree upon any necessary capital improvements, a budget and timetable for completion of the improvements. The City shall pay for such improvements.
6. **Removal of Personal Property Upon Termination of Agreement for Reasons Other than Annexation.** Upon termination of this ILA for any reason other than the annexation of the City into the RFA, the RFA shall remove all non-fixed equipment and personal property placed upon the premises by the RFA during the period of this ILA unless those items are subject to purchase by the City as provided in the ILA. Any personal property not removed from the Fire Station within 60 days after termination of this ILA shall become the property of the City.
7. **Maintenance of Premises.**
 - 7.1 In consideration of retention of the EMS Transport Fees, the parties agree that maintenance of Station 76 and all improvements thereon is the sole responsibility of the RFA; provided, however, the City shall ensure that Station 76 has access to all utilities.

- 7.2 All janitorial services for routine cleaning of the buildings, property and grounds shall be the responsibility of the RFA.

8. Insurance and Financial Security.

- 8.1 The parties agree that the City shall not be responsible to the RFA for any property loss or damage done to the RFA's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City beyond the proceeds of any available insurance. The RFA shall insure its personal property located on the premises.
- 8.2 The RFA shall not be responsible to the City for any loss or damage to the building or premises that is not solely caused by the negligence of the RFA. The City shall insure the premises and buildings against such loss or damage. The RFA shall repair any damage to the buildings caused by its sole negligence. In the event such damage is caused by the parties' concurrent negligence, each party shall be responsible to repair according to its percentage of fault.
- 8.3 In the event of a casualty loss that renders the premises reasonably unsuitable for the use set forth herein, the City shall work in good faith to provide the RFA with another suitable location(s) for the RFA until such time as the premises have been repaired. The cost of repairs, and the costs of relocation between the premises and the substitute location(s), shall be borne by the City.

9. **Indemnification for Environmental Claims.** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of hazardous substances on the premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licensees or invitees. The term "hazardous substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. Seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

10. **Indemnification and Hold Harmless.** Each party agrees to protect, save, defend, hold harmless and indemnify the other party, its officers, employees, volunteers and agents from any and all demands, claims, judgments, or liability for loss or damage arising out of accidents, injuries, third party property damage or other loss on the premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be. In the event that any accident, injury or loss is the result of the concurrent negligence of the parties, then each party shall pay its adjudicated proportionate share of any loss.

11. **Termination of Agreement.** Upon termination of this ILA or any extension thereof, whether by expiration of the stated term or sooner termination thereon as provided in the ILA, the RFA shall surrender to City the premises peaceably and quietly.

12. **Default and Remedies.**

- 12.1 Failure of the City to perform or fund repair to the buildings or premises as described in Section 8 within a reasonable period after notice by the RFA shall constitute a Material Breach under the terms of this ILA.
- 12.2 If the City fails to timely perform the repair under the conditions described in Section 8 above after notification and ninety (90) days to cure, the RFA may have such repair performed at City expense. The cost of the repair or maintenance shall be forwarded to the City, which shall pay the cost within thirty (30) days after notice. Notwithstanding anything to the contrary, the City shall not be in breach of any repair obligation herein if the repair cannot be completed within the time set forth herein so long as the City is diligently pursuing completion of the repairs.

RESOLUTION NO. 12212021-18

**AMENDMENT OF SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE
AUTHORITY (SCF) PLAN**

WHEREAS, on August 1, 2017, the voters of **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("SCF")** and the **CITY OF LYNNWOOD ("Lynnwood")** approved the plan creating the South Snohomish County Fire & Rescue Regional Fire Authority (hereinafter the "SCF Plan");

WHEREAS, SCF commenced operations on October 1, 2017;

WHEREAS, the purpose of creating SCF was to regionalize fire and emergency medical services in order to provide an enhanced level of service while reducing redundancies;

WHEREAS, the City of Mill Creek (COMC) is within reasonable proximity to SCF and has, pursuant to RCW 52.26.300, requested to annex into SCF effective August 1, 2022;

WHEREAS, the Governing Board of SCF believes regionalization is in the best interest of the citizens of SCF and the City of Mill Creek;

WHEREAS, SCF is willing to amend the Plan to provide for the annexation of the City of Mill Creek, subject to approval by the voters of the City of Mill Creek;

WHEREAS, the City of Mill Creek and SCF have negotiated revisions to the Plan to provide for the City of Mill Creek to annex into SCF; and

WHEREAS, the City of Mill Creek intends to seek voter approval of the annexation and the amended RFA Plan at the April, 2022 special election.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority as follows:

Section 1. Pursuant to RCW 52.26.300(3), the Governing Board for SCF hereby approves the amended RFA Plan attached hereto as **Exhibit A**. Such Plan would take effect on August 1, 2022, the effective date of the City of Mill Creek's annexation, provided that the voters of the City of Mill Creek approve such a ballot measure. If the voters of Mill Creek do not approve the Plan and the annexation of the City of Mill Creek into SCF, this amended RFA Plan shall be void and of no effect.

Section 2. EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and signatures hereon.

ADOPTED by the Board of Fire Commissioners of South Snohomish County Fire & Rescue Regional Fire Authority, at a regular open public meeting thereof this 21 day of December 2021, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

By: Greg Urban
Its: Board Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

ATTEST:

By: Bob Meador
Its: Commissioner

By: Melissa Blankenship
Its: Executive Assistant

CERTIFICATION

I, the undersigned, Executive Assistant of South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"), hereby certify as follows:

1. The attached copy of Resolution No. 12212021-18 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regularly scheduled meeting of the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority held on December 21, 2021, as the Resolution appears on the minute books of SCF and the Resolution is now in full force and effect.
2. A quorum of the members of the Board was present throughout the meeting and a majority of those members on the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of December 2021.

Melissa Blankenship, Executive Assistant

EXHIBIT A
[AMENDED RFA PLAN]

Intentionally Blank

**Amended and Restated Plan for
South Snohomish County Fire & Rescue Regional Fire Authority (RFA)**

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Date of Amendment: December 21, 2021

ACKNOWLEDGEMENT

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Lynnwood and Snohomish County Fire District No. 1, through a partnership of many years, agreed to explore the different governance and funding options available to provide regional fire protection and emergency medical services to the communities we serve.

Planning Committee

Ian Cotton, Lynnwood City Council
George Hurst, Lynnwood City Council
Nicola Smith, Lynnwood Mayor

Jim McGaughey, Fire District 1 Commissioner
Bob Meador, Fire District 1 Commissioner
Richard Schrock, Fire District 1 Commissioner

Leadership Staff

Brad Reading, Fire Chief
Robert Eastman, Assistant Chief
Gregg Sieloff, Assistant Chief

Staff Workgroup

City of Lynnwood

Dustin Akers

Robert Bartram

Jared Bond

Scott DiBenedetto

Julie Moore

Sarah Olson

Fire District 1

Bill Cushman

Doug Dahl

Leslie Hynes

Shaughn Maxwell

April Richardson

Amanda Thompson

Kevin Zweber

Thad Hovis

SECTION 1	BACKGROUND & NEEDS STATEMENTS
<i>Revision</i>	The BACKGROUND & NEEDS STATEMENTS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. Background and Needs:

1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the region's needs and special service demands. Anticipated increases in population, building density and building heights will likely exacerbate this problem.
2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.
3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.
4. The City of Lynnwood and Snohomish County Fire District No. 1 (prior to its dissolution) had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources through a long-standing mutual/auto aid agreement and more recently, through blended management.
5. In 2017, the citizens of the City of Lynnwood and Fire District No. 1 approved combining all functions and services provided by the City of Lynnwood Fire Department and Snohomish County Fire District No. 1 into a single entity, called South Snohomish County Fire & Rescue Regional Fire Authority.
6. The Planning Committee established this Plan using an approach to equitably share costs and contribute assets to form the Regional Fire Authority.
7. It is anticipated that on April 26, 2022, the City of Mill Creek will submit a ballot measure to its citizens seeking approval to annex into the Regional Fire Authority (the "Mill Creek Annexation Ballot Measure") as detailed in this Amended and Restated Plan.

RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. DEFINITIONS

1. The definitions in this section apply throughout this **Plan**, unless the context clearly requires otherwise.
 - 1.1. **"Board," "Governance Board," or "Governing Board"** means the Governance body of a regional fire protection service authority.
 - 1.2. **"City"** means a city which is a Participating Jurisdiction in the RFA.
 - 1.3. **"District"** means Snohomish County Fire District No. 1.
 - 1.4. **"Effective Date"** means October 1, 2017.
 - 1.5. **"EMS Levy"** is a voter approved property tax levy that must be approved by a supermajority vote.
 - 1.6. **"Fire Benefit Charge"** is a service charge determined by the required fire-flow, personnel and equipment costs associated with fighting a fire in a particular type and size of structure.
 - 1.7. **"Interlocal Agreement" or "ILA"** means any interlocal service agreement between the RFA and the City of Lynnwood in providing certain administrative and support services per the adopted Plan.
 - 1.8. **"Participating Jurisdictions"** means the City of Lynnwood and Snohomish County Fire District No. 1, both of whom were the original Participating Jurisdictions in the RFA. Additionally, the City of Mill Creek will become a Participating Jurisdiction effective August 1, 2022 if the Mill Creek Annexation Ballot Measure is submitted and is approved at the April 26, 2022 election.
 - 1.9. **"RCW"** means Revised Code of Washington.
 - 1.10. **"Regional Fire Protection Service Authority," "Regional Fire Authority," or "RFA"** means a regional fire protection service authority formed pursuant to Chapter 52.26 RCW. An RFA is a municipal corporation and independent taxing authority within the meaning of Article VII, Section 1 of the State Constitution, and a taxing district within the meaning of Article VII, Section 2 of the State Constitution.

1.11. "Regional Fire Authority Planning Committee" or "Planning Committee" means the committee created under RCW 52.26.030 to create and propose to the City of Lynnwood and Snohomish County Fire District No. 1 the Regional Fire Authority Plan.

1.12. "Regional Fire Authority Plan," "RFA Plan" or "Plan" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with Chapter 52.26 RCW for the development, financing, and operation of the South Snohomish County Fire & Rescue Regional Fire Authority.

1.13. "Regional Fire Authority" or "RFA" means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with (i) the City of Lynnwood, (ii) the former Snohomish County Fire District No. 1 (now dissolved), and (iii) the City of Mill Creek, if the Mill Creek Annexation Ballot Measure is approved.

RFA SECTION 2 PLAN REVISION DISPOSITION:

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.

SECTION 3	FORMATION AUTHORITY
Revision	The FORMATION AUTHORITY section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	
Revised	
Notes	This section provides historical details on the formation of the RFA. Accordingly, the term "Participating Jurisdictions" in this Section 3 only refer to the original participating jurisdictions, namely Snohomish County Fire District No. 1 and the City of Lynnwood.

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Lynnwood and Snohomish County Fire District No. 1.

B. PLANNING COMMITTEE AUTHORITY

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
2. The Participating Jurisdictions formed a Planning Committee consisting of three (3) elected officials of the City and three (3) Commissioners of the District.
3. The Planning Committee developed and presented the RFA Plan to the elected officials of each Participating Jurisdiction.

C. RFA PLAN APPROVAL AUTHORITY

1. The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.
2. The RFA Plan is being submitted to the voters of the City and the District as a ballot measure that must be approved by a simple majority.
3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions and perform all necessary duties as required to place the RFA Plan before the voters.
4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the South Snohomish County Fire & Rescue Regional Fire Authority shall be formed on the Effective Date in accordance with RCW 52.26.070.
5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the

continued existence of the District shall be to levy and collect taxes and/or other fire protection district revenue to be transferred to the RFA until such time as the RFA collects its own revenues, and to provide representation to the newly formed RFA Governance Board. Once the RFA begins levying an EMS levy (following voter approval under RCW 84.52.069), it is anticipated that the District will submit a ballot measure to its voters to dissolve in accordance with RCW 52.10.010.

If the RFA Plan is not approved by a simple majority of the voters, then operations relating to the services set forth herein shall remain with the City of Lynnwood Fire Department and Snohomish County Fire District No. 1.

RFA SECTION 3 PLAN REVISION DISPOSITION:

The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.

SECTION 4	JURISDICTIONAL BOUNDARIES
<i>Revision</i>	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. JURISDICTIONAL BOUNDARIES

1. The jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are generally depicted on the map attached hereto and in Appendix A of this RFA Plan.
2. The RFA is also responsible for providing services to the following jurisdictions via the referenced interlocal agreements which have been assigned to the RFA by the following Participating Jurisdictions:

2.1. District Interlocal Agreements:

- a) City of Edmonds pursuant to a Revised and Restated Interlocal Agreement for Fire and Emergency Medical Services dated January 26, 2017;
- b) City of Mountlake Terrace pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005; and
- c) City of Brier pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005.
- d) City of Mukilteo pursuant to an Interlocal Agreement for Ladder and Battalion Chief response services dated November 1, 2016.

2.2. City of Lynnwood Interlocal Agreements:

- a) City of Mukilteo pursuant to an Interlocal Agreement Regarding Advanced Life Support Licensing and Fire/EMS Services dated July 21, 2009 between the City of Lynnwood and the City of Mukilteo.

B. CHANGES IN JURISDICTIONAL BOUNDARIES

1. Boundary changes that do not require an RFA Plan amendment:

- 1.1. City annexations of areas included within the boundaries of the RFA. Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers between the District and the City.
 - 1.2. City annexations of areas not included within the District. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.
 - 1.3. Annexation of unincorporated areas of the RFA by a City that is not a Participating Jurisdiction in the RFA. On the effective date of such annexation, the territory annexed shall automatically be removed from the boundaries of the RFA. In this situation, the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.
 - 1.4. RFA Annexations. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in RCW 52.04.001 through RCW 52.04.051.
 - 1.5. RFA Partial Mergers. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and RCW 52.06.100.
2. Boundary Changes that require an RFA Plan Amendment.
 - 2.1. Annexations of Adjacent Fire Protection Jurisdictions. Other fire protection jurisdictions that are adjacent to the boundaries of the RFA are eligible for annexation by the RFA. Upon Plan amendment and voter approval as provided in the annexation procedures of RCW 52.26.300, the boundary of the RFA will be expanded to include adjacent fire protection jurisdictions.

RFA SECTION 4 PLAN REVISION DISPOSITION:

The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.

SECTION 5	GOVERNANCE
Revision	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. GOVERNING BOARD STRUCTURE AND OPERATION

1. **Governing Board.** As provided by RCW 52. 26.080, the RFA Governing Board is established consistent with the terms of this Section and shall have authority as of the Effective Date.
2. **Governing Board Positions and Terms.** The Governing Board consists of five commissioner districts initially created pursuant to Resolution No. 12812018027 and two at-large positions. A commissioner district may only be held by a registered voter residing within the commissioner district, and such commissioner districts are subject to redistricting as provided in RCW 29A.76. An at-large position may be held by a registered voter residing anywhere within the boundaries of the RFA. The positions and terms are as follows:
 - a. **Position 1.** This position comprises Commissioner District 1. The current term expires on December 31, 2025.
 - b. **Position 2.** This position comprises Commissioner District 2. The current term expires on December 31, 2023.
 - c. **Position 3.** This position comprises Commissioner District 3. The current term expires on December 31, 2025.
 - d. **Position 4.** This position comprises Commissioner District 4. The current term expires on December 31, 2023.
 - e. **Position 5.** This position comprises Commissioner District 5. The current term expires on December 31, 2025.
 - f. **Position 6.** This position is an at-large position. The current term expires on December 31, 2027.
 - g. **Position 7.** This position is an at-large position. The current term expires on December 31, 2027.
- 2.1. All commissioner terms are six (6)-year terms.
- 2.2. Upon annexation of a participating jurisdiction, such participating jurisdiction shall be entitled to one (1) non-voting position on the Governing Board until January 1 following the year in which a commissioner is elected from any newly drawn commissioner district covering some or all of the participating jurisdiction's boundaries.
- 2.3. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

3. **Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies, and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
4. **Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.
5. **Compensation of Governing Board.** Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

RFA SECTION 5 PLAN REVISION DISPOSITION:

The **GOVERNANCE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at the initial tax levy rate of \$1.50 per thousand of assessed valuation.
2. **Benefit Charge.** In 2020, the Governing Board sought and obtained voter approval of a benefit charge consistent with the requirements of RCW 52.26.180 through RCW 52.26.270. The Benefit Charge approved in 2020 is effective for calendar years 2021 – 2026. The Governing Board may seek voter approval to renew the benefit charge upon its expiration. Whenever a benefit charge is imposed, the RFA's maximum fire levy will be \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.
3. **EMS Levy.** The RFA is authorized to levy and collect up to \$0.50 per thousand of assessed valuation for its EMS levy as authorized by RCW 84.52.069.
4. **Service Contracts.** To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
5. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Lynnwood and other cities to collect such fees.
6. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
7. **Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including, but not limited to, revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

B. ASSETS

1. **Real Property.** Appendix B identifies the Real Property owned by the RFA.

2. **Apparatus and Vehicles.** Appendix C identifies all apparatus and vehicles owned by the RFA.
3. **Historical Transfers of Property and Liabilities to RFA.** The original RFA Plan details transfers of property and liabilities which were transferred by the City of Lynnwood and Snohomish County Fire District No. 1 to the RFA upon its formation. Those provisions have been removed from this Amended and Restated Plan solely for clarity and conciseness of this Section. Those provisions are incorporated herein by reference.

D. LIABILITIES

1. The following City of Lynnwood Debt/Liabilities are retained by the City of Lynnwood:
 - 1.1. The balance of the City of Lynnwood's 20-year debt obligation to SERS associated with construction of the regional 800 MHz system.
 - 1.2. The City of Lynnwood retains its Fireman's Pension Fund created under Chapter 41.18 RCW and will make required pension payments to eligible participants.

RFA SECTION 6 PLAN REVISION DISPOSITION:

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by majority vote of the Governing Board except when voter approval is required by statute.

SECTION 7	ORGANIZATION STRUCTURE: PERSONNEL & ADMINISTRATION
<i>Revision</i>	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board
<i>Adopted</i>	
<i>Revised</i>	

A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The current Organization Chart for the RFA is set forth in Appendix D of the RFA Plan. The Fire Chief shall have authority to adjust the Organizational Chart as necessary to improve service delivery without amending the RFA Plan.

B. PERSONNEL

1. **Fire Chief.** On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
2. **Personnel.** See Organization Chart, Appendix D.

C. ADMINISTRATION

1. **Administration.** On the Effective Date, the City of Lynnwood's administrative and business functions, agreements, documents, operations, and policies and procedures were transferred from the City of Lynnwood Fire Department to the RFA except as otherwise noted in this Plan.
2. **City of Lynnwood Retained Administrative Service Responsibilities.** The City of Lynnwood shall continue to provide the following services:
 - 2.1. The City of Lynnwood LEOFF Board will continue to oversee LEOFF 1 benefits for City of Lynnwood retirees in accordance with the City of Lynnwood LEOFF 1 Policies and Procedures.

RFA SECTION 7 PLAN REVISION DISPOSITION:

The **ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION** section of The RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 8	OPERATIONS AND SERVICES
Revision	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. The RFA is responsible for the operational and service delivery aspects of fire protection and emergency medical services throughout the RFA, including ambulance transports.
2. Upon the Effective Date, the RFA adopted the City of Lynnwood's Standards of Coverage Document for the City of Lynnwood's jurisdictional boundary area and the District's Standards of Coverage Document for the District's jurisdictional boundary areas. The RFA may adjust services, levels of service, standards of coverage, and development standards as it deems appropriate.
3. All automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums in place with the City of Lynnwood Fire Department and the District were transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City of Lynnwood's interlocal agreements with SERS and SNOCOM were modified to provide that the RFA will assume the fire related rights and obligations under these agreements and that the RFA shall be entitled to the City of Lynnwood's fire-related equity interests under both these agreements.

B. FIRE MARSHAL/INSPECTION SERVICES

1. Fire Marshal Service Providers:
 - 1.1. Fire Marshal Services within the boundaries of the RFA are provided as follows:
 - a. Within the City Lynnwood: The RFA provides Fire Marshal Services to the City of Lynnwood pursuant to an interlocal agreement which compensates the RFA for agreed to services.
 - b. Within unincorporated Snohomish County: Snohomish County provides Fire Marshal Services.
 - c. The RFA may provide Fire Marshal and inspection services to another local municipal jurisdiction through an interlocal agreement.

C. EMERGENCY MANAGEMENT SERVICES

1. Emergency Management Services are provided as follows:
 - a. Within the City of Lynnwood: Snohomish County DEM provides Emergency Management Services within the City of Lynnwood boundaries pursuant to a City contract with DEM.
 - b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management provides Emergency Management Services.

D. PUBLIC EDUCATION SERVICES

1. The RFA provides Public Education Services throughout the jurisdiction of the RFA and its service area.

RFA SECTION 8 PLAN REVISION DISPOSITION:

The **OPERATIONS AND SERVICES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 9	ANNEXATION OF CITY OF MILL CREEK
<i>Revision</i>	The ANNEXATION OF MILL CREEK section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board.
<i>Adopted</i>	
<i>Revised</i>	

A. ANNEXATION AUTHORITY

Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a regional fire authority.

B. REVISED RFA PLAN APPROVAL

1. On December 15, 2021, the City of Mill Creek submitted to the RFA a petition requesting to be annexed into the RFA.
2. On December 21, 2021, the Governing Board of the RFA adopted Resolution No. 12212021-18 to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Mill Creek.
3. On [REDACTED], 2021,¹ the City of Mill Creek adopted Ordinance No. [REDACTED] approving the amended RFA Plan and the annexation of the City of Mill Creek into the RFA and calling an election on the matter.
4. It is intended that the Amended and Restated RFA Plan and the measure for the City of Mill Creek to annex into the RFA are being submitted to the voters of the City of Mill Creek at the special election on April 26, 2022 as a single ballot measure that must be approved by a simple majority.
5. If the City of Mill Creek voters approve the annexation and the Amended RFA Plan at the special election, then on August 1, 2022 (the “Annexation Date”), the annexation of the City of Mill Creek into the RFA will be effective in accordance with RCW 52.26.300, at which time the City of Mill Creek will become a Participating Jurisdiction in the RFA.
6. This Amended and Restated Plan shall be automatically void if the voters of the City of Mill Creek do not approve the ballot measure at the special election on April 26, 2022, in which case the prior Plan shall be effective without further action of the Governing Board.

1 Note: This date is left blank on the date that the RFA Plan Amendment is approved by the RFA but the parties authorize it and the Ordinance No. to be filled following the City’s approval of the referenced ordinance.

C. TRANSITION OF FIRE AND EMERGENCY MEDICAL SERVICES

1. On the Annexation Date, all current operational and service delivery aspects of fire and emergency medical services for the City of Mill Creek, including ambulance transports, shall be performed by the RFA except to the extent that Snohomish County Fire District No. 7 is still providing such services by contract to the City of Mill Creek. Effective on the Annexation Date, the RFA will initially adopt the City of Mill Creek's Standards of Coverage Document for the City of Mill Creek's jurisdictional boundary area. As such, services, levels of service, standards of coverage, development standards and customer expectations on the Annexation Date shall remain unaffected.

D. FIRE MARSHALL / INSPECTION SERVICES

Effective on the Annexation Date and except to the extent that Snohomish County Fire District No. 7 is providing such services by contract to the City of Mill Creek, the RFA will provide Fire Marshal Services to the City of Mill Creek pursuant to an interlocal agreement which compensates the RFA for agreed upon services. The City of Mill Creek shall retain the authority to set fees to its citizens for the Fire Marshall Services and retain the revenues.

E. TRANSITION OF PROPERTY AND ASSETS

On the Annexation Date, the City of Mill Creek shall transfer to the RFA the following property, assets, and records on an "as is, where is" condition:

- **Station 76.** The real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 ("Station 76") along with all its fixtures, furnishings and equipment. The City will have a right of reversion to re-acquire the property in the event that it is no longer used as a fire station, the terms of which will be described in a pre-annexation agreement and which shall control.
- **Equipment, Etc.** All City of Mill Creek owned equipment associated with the provision of fire and emergency medical services as identified in the pre-annexation agreement.
- **Records and Materials.** All reports, documents, surveys, books, records, files, papers, and electronic or written material that are owned by or in the possession of the City of Mill Creek and which relate to the provision of fire and emergency medical services within the City of Mill Creek. It is understood that Mill Creek has not been the primary custodian of records related to the provision of fire and emergency medical services within the City of Mill Creek but will make reasonable efforts to secure such records.

F. EMPLOYMENT OF CITY OF MILL CREEK EMPLOYEES

No employees of the City of Mill Creek shall transfer to the employment of the RFA on the Effective Date.

G. FINANCES

1. **Transport Fees.** Commencing on the Annexation Date, the RFA will be entitled to bill and collect for Transport Fees for transports originating within the City of Mill Creek.
2. **Liabilities.** Commencing on the Annexation Date, the RFA shall assume the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911 commencing on the Annexation Date. Otherwise, the RFA shall not assume any liabilities of the City of Mill Creek.

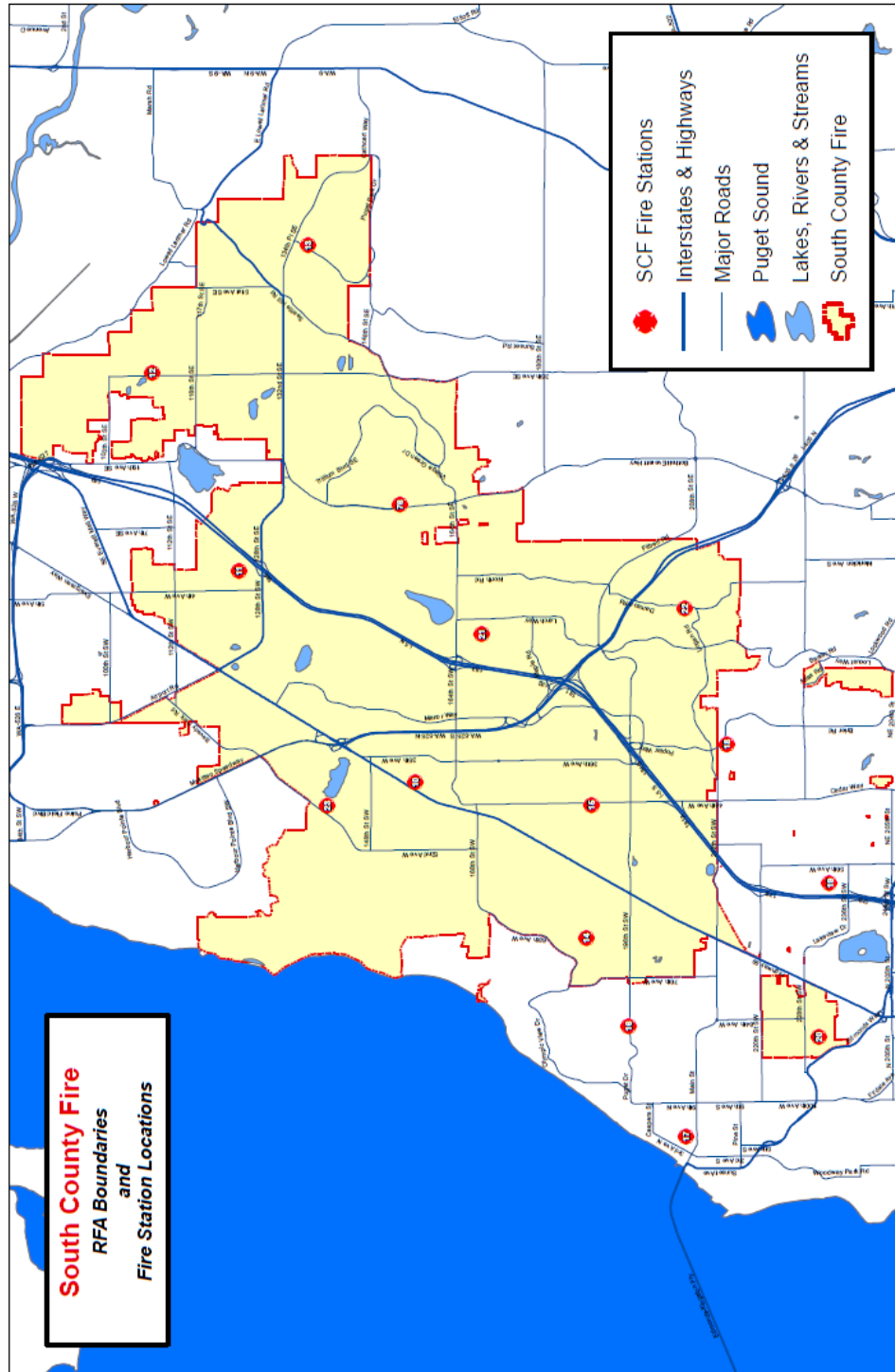
H. **PARTICIPATION ON GOVERNING BOARD.** See Section 5, section 2.5 of this Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

The **ANNEXATION OF THE CITY OF MILL CREEK** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

APPENDIX A

[JURISDICTION BOUNDARY MAP]



**APPENDIX B
REAL PROPERTY**

Fire District 1				
Facility	Year Built	Address	Land SF	Building SF
FS 10	2010	3922 156st SW, Lynnwood, WA 98087	54,014	13,100
FS 11	1989	12310 Meridian Ave, Everett, WA 98208	116,025	16,270
FS 12	2005	3525 108 th SE, Everett, WA 98208	127,892	10,100
FS 13	1980	13611 Puget Park Rd, Everett, WA 98208	48,184	7,430
FS 18	2010	21206 Poplar Way, Brier, WA 98036	97,574	8,780
FS 21	2009	16819 13 th Ave W, Lynnwood, WA 98036	118,047	12,960
FS 22	1972	20510 Damson Rd, Lynnwood, WA 98036	28,749	5,080
FS 23	1972	4324 Serene Way, Lynnwood, WA 98087	57,934	5,080
District 1 HQ	1974	12425 Meridian Ave S, Everett, WA 98208	228,240	36,000
Training Tower		12425 Meridian Ave S, Everett, WA 98208		3,361
Training Class Rooms		12425 Meridian Ave S, Everett, WA 98208		2,304
Fender property		Fender Drive, Lynnwood, WA 98087	3+ acres	0
Manor property		2224 Manor Way, Lynnwood, WA 98037	47,916	0
City of Lynnwood				

Facility	Year Built	Address	Land SF	Building SF
FS 14*	1990	18800 68 th Ave W, Lynnwood, WA 98036	20,037	4,540
FS 15**	1995	18800 68 th Ave W, Lynnwood, WA 98036	59,242	18,710

City of Mill Creek				
Facility	Year Built	Address	Land SF	Building SF
FS 76****	1988	1020 153 rd St SE, Mill Creek, WA 98102	1.38 acres	4,190

* The City of Lynnwood shas an option to purchase Station 14 (the land and the building) if the station ever ceases to be continuously used for fire service. The Option has been recorded under Snohomish County Auditor File No. 201710110192.

**The deed conveying Station 15 to the RFA and recorded under Snohomish County Auditor File No. 201710110193 contains a reversionary interest providing that the title to the land and the station will return to the City of Lynnwood if the station ever ceases to be continuously used for fire service. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City of Lynnwood.

*** As used in the foregoing notations, the term ““Used for fire service” shall mean more than 50% of the facility is used continuously for fire suppression, department support or administration.

***The transfer of Station 76 from the City of Mill Creek to the RFA shall contain a reversionary interest and for the City of Mill Creek to pay the fair market value for such station as set forth in the pre-annexation agreement. The fair market value will be reduced by the City’s equity interest in the station, as adjusted for inflation provided that the City annexes into the RFA not later than August 1, 2023.

APPENDIX C
PERSONAL PROPERTY – VEHICLES AND APPARATUS

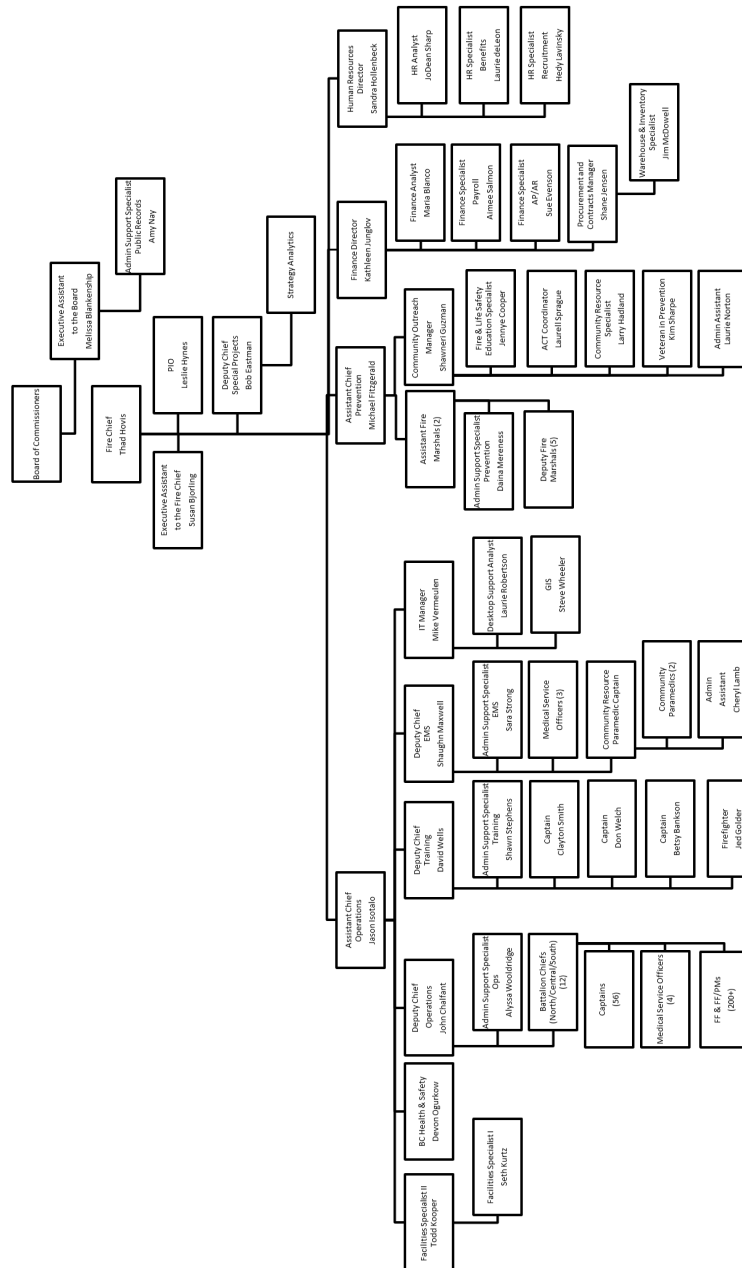
App No.	license	Vin	year	model	Make
143	93286C	1FTSW21508EA62932	2008	FORD F-250	PICK-UP
1	391185		1925	REO PUMPER	250 GPM
146	95224C	1FDXE45PX9DA63704	2009	FORD/ BRAUN NORTHSTAR	E-450 SD
145	95223C	1FDXE45P89DA63703	2009	FORD/BRAUN NORTHSTAR	E-450 SD
106	78921C	1FDXE45P16HA05615	2006	FORD/BRAUN NORTH STAR	E-450 SD
147	96980C	4S7AT2D959C072158	2009	SPARTAN/SVI	AIR UNIT
100	75935C	1GNEK13Z75J244592	2005	CHEVROLET TAHOE	SUV
126	91089C	1GNGK46K89R254631	2009	CHEVROLET SUBURBAN	SUV
110	81414C	3GNGKZ6K77G161861	2007	CHEVROLET SUBURBAN	SUV
103	75936C	AGBKP32K8R3311793	1994	CHEVROLET STEP-VAN	UTILITY
102	75937C	1GNEK13Z15J251554	2005	CHEVROLET TAHOE	SUV
160	B3859C	1FM5K8AR1GGB55598	2016	FORD EXPLORER AWD	SUV
104	78303C	5NHUTBT2N6T405828	2005	CARGOMATE TRAILER	TRAILER
131	93290C	1FDAW5HR6AEA09059	2009	FORD/PACIFIC TRUCK	F-550 SD
42	40077C	4S7AT9D02TC020195	1996	SPARTAN/DARLEY	1500 GPM
113	84285C	4F7AT2F936C056016	2007	SPARTAN/H&W PUMPER	1500 GPM
34	21634C	457BT9F07MC003699	1991	SPARTAN/DARLEY	1500 GPM
114	84287C	4S7AT2F956C056017	2007	SPARTAN/H&W PUMPER	1500 GPM
78	71683C	4Z3AAAXG54RNO2993	2004	AMERICAN LAFRANCE	1500 GPM
140	93288C	4S7AT2F996C053881	2006	SPARTAN/H&W PUMPER	1500 GPM
133	932921C	4SAT4198WCO21121	1998	SPARTAN/DARLEY PUMPER	1500 GPM
119	96060C	4S7AT2F998C070036	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
125	96061C	4S7AT2F9X9C070533	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
132	932912	4S7AT419XWCO21122	1998	SPARTAN/DARLEY PUMPER	1500 GPM
120	96038C	4S7AT2F908C070037	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
92	82381C	4S7AT33991C039627	2002	SPARTAN/H&W PUMPER	1500 GPM
77	71682C	4Z3AAACG34RNO2992	2004	AMERICAN LAFRANCE	1500 GPM
33	21633C	457BT9F05MC003698	1991	SPARTAN/DARLEY	1500 GPM

159	B3831C	1FM5K8AR3GGB55599	2016	FORD EXPLORER AWD	SUV
35	22957C	1B7KE26C4NS680942	1992	DODGE PICKUP	3/4 TON
161	B3860C	1FTBF2B67GEB54822	2016	FORD F250 4 X 4 P/U	3/4T P/U
101	75934C	1GNEK13Z55J245157	2005	CHEVROLET TAHOE	SUV
97	75924C	1FMDU72K75ZA66945	2005	FORD EXPLORER	SUV
32	19453C	4BMFH2029M1100528		WILSON TRAILER	TRAILER
149	85462C	4YMUL08147T092838	2007	CARRY-ALL TRAILER	TRAILER
124	88755C	2FAHP71V78X145945	2008	FORD POLICE INTERCEPTOR	SEDAN
144	93287C	1FMCUC93158KA30357	2008	FORD ESCAPE	SUV
150	99076C	4ENDABA86N1009933	1992	E-ONE/LADDER 95FT.	1500 GPM
71	60911C	4EN3ABA8111003138	2001	E-ONE/ LADDER 100 FT.	2000 GPM
118	96059C	4S7XZF949C070371	2008	SPARTAN/CRIMSON LADDER 103 FT.	1500 GPM
157	A8988C	1GD675CL6E1177495	2014	GMC AMBULANCE	SC4
127	93569C	1FDXE45P09DA42926	2009	FORD/BRAUN NORTHSTAR	E-450 SD
156	A8989C	1GD675CL0E1177122	2014	GMC AMBULANCE	SC4
136	93281C	1FDXE45F61HBO5466	2001	FORD/ROAD RESCUE	E-450 SD
130	95208C	1FDXE45P29DA68539	2009	FORD/BRAUN NORTHSTAR	E-450 SD
117	82345C	1FDXE45P16DB33893	2007	FORD/BRAUN NORTHSTAR	E-450 SD
128	93557C	1FDXE45P99DA68537	2009	FORD/BRAUN NORTHSTAR	E-450 SD
129	94348C	1FDXE45P09DA68538	2009	FORD/BRAUN NORTHSTAR	E-450 SD
155	A8990C	1GD675CLXE1178133	2014	GMC AMBULANCE	SC4
115	82344C	1FDXE45P76DB33896	2007	FORD/BRAUN NORTHSTAR	E-450 SD
141	93282C	1FDX45P46DB40773	2006	FORD/BRAUN NORTHSTAR	E-450 SD
153	A8215C	1FMPU16595LA77690	2005	FORD EXPEDITION	SUV
109	81392C	1GNFK13017J215050	2007	CHEVROLET TAHOE	SUV
139	93287C	1GNEK13Z75R220701	2005	CHEVROLET TAHOE	SUV
154	A9409C	1GNSK5EC2FR275786	2015	CHEVY SUBURBAN	SUV
98	75925C	1FMDU72K95ZA66946	2005	FORD EXPLORER	SUV
67	50601C	1FMPU18L8XLA45280	1999	FORD EXPEDITION	SUV
122	88757C	2FAHP71V08XI45947	2008	FORD POLICE INTERCENTOR	SEDAN
123	88756C	2FAHP71V98X145946S	2008	FORD POLICE INTERCEPTOR	SEDAN
96	75931C	2D8GP44I85R529474	2005	DODGE CARAVAN, RED	MINI VAN
121	88761C	1GBDV13WX8D211305	2008	CHEVROLET UPLANDER, WHITE	CARGO VAN
158	B3830C	1FM5K8ARXGGB55597	2016	FORD EXPLORER AWD	SUV
105	78304C	5NHUTBT256T405986	2005	CARGOMATE TRAILER	TRAILER
74	70226C	1FDXE45F23HB46521	2003	FORD/BRAUN NORTH STAR	E450-SD
75	70227C	1FDXE45F43HB46522	2003	FORD/BRAUN NORTH STAR	E450-SD
107	78922C	1FDXE45TX68A05614	2006	FORD/BRAUN NORTH STAR	E-450 SD
116	82346C	1FDXE45PX6DB33892	2007	FORD/BRAUN NORTHSTAR	E-450 SD

108	81391C	1GNK13077J15053	2007	CHEVROLET TAHOE	SUV
111	81415C	1GCCS19EX78149247	2007	CHEVROLET COLORADO	PICK-UP
148	96981C	4S7AT2D9X9C071345	2009	SPARTAN/SVI	RESCUE
112	81416C	1GCCS19e578148054	2007	CHEVROLET COLORADO	PICK-UP
91	82383C	4S7BT9H08LC002679	1990	SPARTAN/DARLEY PUMPER	1500 GPM
93	82386C	1FMPU18L5WLB44363	1998	FORD EXPEDITION	SUV
162		4SAT2D98HC081046	2016	SPARTAN PUMPER	1500GPM
163		4SAT2D98HC081047	2016	SPARTAN PUMPER	1500GPM
164	B8256C	1FAHP2H81HG111539	2017	FORD TAURUS	SEDAN
165	B8262C	1GNSKDEC9HR232298	2017	CHEVY TAHOE	SUV
166	B8272C	1FM5K8ARXHGC27559	2017	FORD EXPLORER AWD	SUV
142	93285C	3GNGK26K87G304591	2007	CHEVROLET SUBURBAN	SUV
167	43646D	1FMFU16587LA84189	2007	Ford Expedition	
154	42389D	1FMPU165X6LA73651	2006	Ford Expedition	
170	42388D	1FMFU16567LA87138	2007	Ford Expedition	
198	47266D	1FTSW21R78EE06534	2008	Ford F-250	F-250
C-99	25038D	1FMCU02171KC24181	2001	Ford Escape	
218	49350D	1HTMRAZL69H135155	2009	Navistar	
219	49351D	1HTMRAZL89H135156	2009	Navistar	
244	51039D	4S7AT2C979C071160	2010	H & W	
161	05450D	4S7AT2C996C055845	2007	H & W	
F-20	22767D	457AT41931CO37736	2001	H & W	
F-15	22764D	4S7AX4199YC033589	2000	Smeal	
249	53715D	1FDXE4FP0ADA27958	2010	Ford E450	
267	25048D	1FDXE40F5WHB72185	1998	Ford E450	
309	59141D	1FMCU9GXXFUC06125	2015	Escape	
310	59140D	1FMCU9GX1FUC06126	2015	Escape	
311	60142D	1FMCU9GX3FUC06127	2015	Escape	
315	60141D	1FM5K8AT6FGC67761	2015	Taurus	
333	62021D	1FAHP2H81GG111992	2015	Taurus	

APPENDIX D

[ORGANIZATIONAL STRUCTURE]



**PRE-ANNEXATION INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND
THE CITY OF MILL CREEK**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the “RFA”) and the **CITY OF MILL CREEK**, a Washington municipal corporation (the “City”) on this 8th day of February, 2022 (the “Effective Date”).

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue (“SRFR”) pursuant to a Fire and Emergency Medical Services Agreement (“SRFR Agreement”) which terminates on December 31, 2022 (the “Transition Date”);

WHEREAS, the City has the right upon termination of the SRFR Agreement to purchase the real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 (“Station 76”);

WHEREAS, the City will, not later than the April 2022 special election, submit to the voters a measure (“Annexation Measure”) for the City to annex into the RFA effective August 1, 2022 (the “Annexation Date”);

WHEREAS, if the annexation of the City into the RFA is approved by the voters at a special election in April of 2022 pursuant to Chapter 52.26 RCW (the “Annexation”), the City shall annex into the RFA on the Annexation Date;

WHEREAS, if the annexation measure fails, the City intends to conduct further public outreach and education and to bring the Annexation Measure back to the voters at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to implement the Regional Fire Authority Plan (“RFA Plan”) to ensure a smooth and seamless transition of services and responsibilities from the City to the RFA. In that regard, it is recognized that the Parties have entered into an Interlocal Agreement for Temporary Provision of Fire and Emergency Medical Services (“Temporary Service ILA”) to ensure continuity of such services to the City.
2. **Term.** This Agreement shall take effect on the later of (i) the Effective Date, or (ii) the date that it is either recorded with the Snohomish County Auditor or posted on the

website of either party. If this Agreement is ratified by the governing bodies of the RFA and the City after the Effective Date, this Agreement shall be effective retroactively as of the Effective Date, and all acts consistent with this Agreement shall be deemed ratified by the City and the RFA. This Agreement shall remain in full force and effect unless otherwise terminated as provided herein; provided, however, that certain provisions of this agreement may be continued beyond termination as specified by the RFA Plan, subsequent agreement, or by statute. This Agreement shall terminate on the earliest of the following to occur: (i) the Snohomish County Auditor certifies that the annexation measure failed at the April, 2023 election; or (ii) the annexation measure fails in the April, 2022 election and the City elects not to run the annexation measure at the April, 2023 election; or (iii) the City fails to timely submit a resolution for the Annexation Measure to be voted by the April, 2023 election.

3. **Provision of Fire and Emergency Medical Services Following Approval of Annexation.**

3.1 Termination of SRFR Agreement. It is recognized that SRFR has given notice that the SRFR Agreement terminates effective December 31, 2022.

3.2 Early Termination of SRFR Agreement. If the Annexation Measure is approved at the April, 2022 election, the City shall immediately enter into negotiations with SRFR in an effort to terminate the SRFR Agreement on the Annexation Date. If the City and SRFR mutually agree to such early termination, the RFA will assume the responsibilities outlined in the RFA Plan effective on the Annexation Date, and in return, the City shall pay to the RFA the unspent portion of the City's Fire Department budget for calendar year 2022, which in no event shall be less than the City's financial obligation to SRFR as set forth in the SRFR Agreement for the period of August 1, 2022 – December 31, 2022 (the "Contract Payment"). The Contract Payment shall be paid to the RFA no later than August 1, 2022.

3.3 SRFR Continues to Provide Service. If SRFR and the City fail to reach agreement on an early termination of the SRFR Agreement, the following provisions apply:

3.3.1 The City shall continue to receive service from SRFR pursuant to the SRFR Agreement until the Transition Date.

3.3.2 Except as may be otherwise mutually agreed, the City agrees that the RFA shall not assume the responsibilities outlined in the RFA Plan until the Transition Date.

4. **Transfer of Property and Assets.** On the date that the RFA begins providing services to the City (i.e., Annexation Date or Transition Date, whichever is applicable), the City shall acquire title and possession of the following property and assets and, as soon as practicable, transfer them to the RFA in an "as is, where is" condition:

- 4.1 Station 76. Station 76 via a Quit Claim Deed in the form attached hereto as **Exhibit 1**, which deed contains a reversionary interest in the event that the RFA ceases to use Station 76 as a fire station, and mutual indemnities regarding releases or threatened releases of Hazardous Substances. In the event that title to Station 76 is not transferred on the date that the RFA begins providing services to the City, the parties shall enter into a Use Agreement substantially in the form attached as Exhibit B to the Temporary Service ILA, with such agreement expiring upon transfer of Station 76.
- 4.2 Fixtures, Furnishings, Equipment, Etc. All City owned fixtures, furnishings and equipment and other personal property associated with Station 76 (if any) via a Master Bill of Sale in the form attached hereto as **Exhibit 2** (the “Master Bill of Sale”).
- 4.3 Records and Materials. All reports, documents, surveys, books, records, files, papers, and electronic or written material that are in the possession of the City and related to Fire/EMS services (if any) shall be transferred and/or made available to the RFA as provided herein.
- 4.4 Other Property and Assets. Any property or assets not referenced in this Agreement that is owned by the City shall be transferred only by separate, written agreement between the City and the RFA. The parties agree to cooperate in good faith to ensure that the RFA obtains the property needed to perform its obligations under the RFA Plan; provided, however, that the City shall have no obligation to transfer vehicles , apparatus or other personal property and assets owned by SRF to the RFA.
5. **Assignments.** The City shall, where possible, assign to the RFA all of the City’s interests, duties, rights and obligations with regard to the fire dispatch function in the ILA with Sno 911.
- 5.1 The City shall provide advance notice to Sno 911 of the effective date of its annexation into the RFA and the fact that the RFA intends to accept an assignment from the City of such contract effective on the Effective Date. The City shall endeavor to obtain the written consent of Sno 911 in the form of a written “Assignment” acknowledging the assignment of the City’s interests, duties, rights and obligations in the Sno 911 ILA effective on the Effective Date in a mutually agreeable form.
- 5.2 In the event that the City is unable to obtain Sno 911’s consent to the assignment of the City’s interests, duties, rights and obligations in the Sno 911 ILA, the City shall notify the RFA, in which case the parties shall collaborate to find a solution that would allow the RFA to continue receiving the benefits from such ILA.

6. **Fire Marshal Services.** The RFA will, upon mutual agreement, perform fire marshal services within the City boundaries pursuant to a separately negotiated Interlocal Agreement.
7. **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions and to reasonably cooperate with each other to effectuate the RFA Plan and this Agreement.
8. **Record Retention and Public Records Act Requests.** Inasmuch as all City records related to Fire/EMS are being transferred to the RFA, the RFA shall be responsible for maintaining such records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW. The RFA acknowledges that because the City did not provide Fire/EMS services, its records likely are incomplete and that the RFA may need to obtain records regarding Fire/EMS service from SRFR. The City shall cooperate in good faith with the RFA in any efforts to secure any required records.
 - 8.1 The City shall be solely responsible for responding to Public Records Requests received by the City that involve public records generated related to the subject matter of this Agreement; provided, however, that the RFA shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.
 - 8.2 The RFA shall be solely responsible for responding to Public Records Requests received by the RFA that involve public records generated related to the subject matter of this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the RFA to fulfill its statutory duties under RCW 42.56.
9. **Dispute Resolution.**
 - 9.1 Mediation. If the parties are unable to resolve a dispute, then upon a request by either party to mediate, the parties shall mutually agree upon a mediator. If the RFA and City cannot agree upon a disinterested mediator within ten (10) business days after such request, the City and the RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement and is a prerequisite to commencing litigation of any dispute. Except for unusual reasons beyond the reasonable control of either party, the mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the RFA.
 - 9.2 Litigation. If the City and the RFA are unsuccessful in resolving any dispute during mediation, either party may pursue litigation in Snohomish County Superior Court.

10. **Miscellaneous.**

- 10.1 Exhibits. The attached Exhibits are adopted and incorporated into this Agreement by this reference.
- 10.2 RFA Responsible for Compliance with Laws. Although the City is annexing into the RFA for purposes of fire protection and emergency medical services, it is recognized that the RFA is a stand-alone and independent legal entity completely separate in all purposes from that of the City. Except as otherwise provided for in this Agreement, the RFA shall be solely legally responsible for all conduct and services provided by the RFA.
- 10.3 City and RFA are Independent Municipal Governments. The parties recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.
- 10.4 Conflicts with RFA Plan. This Agreement is intended to implement the RFA Plan. In the event of a conflict between the terms of this Agreement and the RFA Plan, the RFA Plan shall control.
- 10.5 Non-Waiver. No waiver of any act or omission shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.
- 10.6 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

South Snohomish County Fire & Rescue Regional Fire Authority

Attention: Fire Chief
12425 Meridian Ave
Everett, WA 98208

City of Mill Creek

Attention: City Manager
15728 Main St.
Mill Creek, WA 98012

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

- 10.7 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 10.8 Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.
- 10.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
- 10.11 Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.
- 10.12 No Benefit to Third Parties. This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.
- 10.13 Entire Agreement. This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the respective governing bodies of the City and the RFA.
- 10.14 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

Signatures on Following Page

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Greg Urban
Its: Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

By: Derek Daniels
Its: Commissioner

ATTEST:

By: Melissa Blankenship
Its: Executive Assistant

Approved as to form:

Richard A. Davis III, RFA Attorney

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

By: Naomi Fay
Its: City Clerk

ATTEST:

By: _____
Its: _____

Approved as to Form:

Grant Degginger, City Attorney

EXHIBIT 1
QUIT CLAIM DEED

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

QUITCLAIM DEED

Grantor(s): CITY OF MILL CREEK, a Washington municipal corporation
Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL
FIRE AUTHORITY, a Washington municipal corporation
Legal Description: _____
Tax Parcel No(s): _____

The Grantor, **CITY OF MILL CREEK**, a Washington municipal corporation, for good and valuable consideration the receipt of which is hereby acknowledged, and in accordance with WAC 458-61A-205(1) and (2), does hereby convey and quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY** (the "RFA"), a Washington municipal corporation, all interest in the real estate commonly known as Station 76, 1020 153rd Street SE, Mill Creek, Snohomish County, Washington, which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

Restrictive Covenant/Reversionary Interest. The following restrictive covenant and reversionary interest shall be a covenant encumbering the above-described property (the "Property") and shall be made a part hereof.

The Property shall be used continuously as an Active Fire Station. In the event the RFA ceases to operate the Property as an Active Fire Station, title and ownership of the Property shall, in the sole discretion and option of the City of Mill Creek, as evidenced by a written notice letter from the City to the RFA, revert to City of Mill Creek upon payment of fair market value as determined by appraisal. If the City of Mill Creek annexed into the RFA on or before August 1, 2024, then

the foregoing payment shall be reduced by the City's equity in the Property, (\$1,838,543) as annually adjusted by inflation as measured by the Seattle- Bellevue Eveett CPI-W June to June. In the event that the RFA ceases to operate the Property as an Active Fire Station, and after delivery of written notice by the RFA to the City of Mill Creek of such event, if the City of Mill Creek does not decide within one hundred eighty (180) days of such notice that the Property shall revert to the City of Mill Creek, then the restrictive covenant shall no longer be in effect and the Property shall not transfer to the City, in which case the RFA may dispose of the Property and retain the proceeds thereof.

For the purposes of this restrictive covenant, an "Active Fire Station" serving the City of Mill Creek shall mean the capability to use, and the active use of, the Fire Station on the Property for fire fighters and/or emergency personnel to respond from in order to provide fire protection, emergency medical services and other related services within the City of Mill Creek and the entire RFA boundaries. All rights, obligations, and reservations shall operate as covenants running with the land and shall bind Grantee and its successors and assigns in perpetuity. Upon reversion of the Property to the City of Mill Creek, this restrictive covenant to use the Property as an Active Fire Station shall be of no force or effect but the Environmental Release and Indemnities described below shall survive.

Environmental Release Indemnities. The following Environmental Release and Indemnities shall survive the closing of the transaction of the Property between the parties, shall be deemed appurtenant to and run with the land, and shall be binding on the parties and their successors and assigns.

The City shall release, defend, indemnify, and hold the RFA harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the City, its agents, employees, licensees, or invitees or which occur during the City's ownership or operation of the Property; provided, however, so long as the City retains, but has not exercised, the reversionary interest referred to herein, the City shall not be deemed an owner or operator of the Property unless the City has exercised control over a release or threatened release of Hazardous Substances.

The RFA shall release, defend, indemnify and hold the City harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the RFA, its agents, employees, licensees, or invitees, or which occur during the RFA's ownership or operation of the Property.

The term "Hazardous Substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70A.305 all as amended and subject to all regulations promulgated thereunder.

Dated this _____ day of _____, 2022.

CITY OF MILL CREEK

By: Martin Yamamoto
Its: City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me **MARTIN YAMAMOTO** known to be the **CITY MANAGER** of the **CITY OF MILL CREEK** and on oath verified that she/he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, _____.



Print Name:
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

EXHIBIT 2

MASTER BILL OF SALE

MASTER BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the South Snohomish County Fire & Rescue Regional Fire Authority Plan, and other good and valuable consideration, the City of Mill Creek ("City") does hereby convey, grant, bargain sell, assign and transfer to the South Snohomish County Fire & Rescue Regional Fire Authority (the "RFA") all fixtures, furnishings, equipment, and other personal property owned by the City in Fire Station 76. Considering that Station 76 has been co-owned and exclusively occupied by Snohomish Regional Fire & Rescue, most furnishings, equipment and other personal property are owned by Snohomish Regional Fire & Rescue and therefore, a specific itemization is not included with this Master Bill of Sale.

These assets are conveyed to the RFA "as is" and "where is" without any warranty of fitness or merchantability expressed or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests and encumbrances of any kind and nature.

IN WITNESS WHEREOF, the City and RFA have hereunto set their signatures, hand and seal this ____ day of _____, 2022.

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

ACCEPTED BY:

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Thad Hovis
Its: Fire Chief

TECHNICAL CORRECTIONS TO PRE-ANNEXATION INTERLOCAL AGREEMENT

1. Page 1, “Effective Date”. February 8th, 2022
2. Page 2 Paragraph 2. Term.
 - In the last clause in sub (iii), replace “to be voted **in** the April 2023 election”, to “to be voted **by** the April 2023 election”.
3. Page 2, paragraph 3.1. Change “District 7” to “SRFR”.
4. Page 2, paragraph 3.2. Remove extra comma in the last line.
5. Page 3, paragraph 5. Change “regards” to “regard”.
6. Page 10, Quitclaim Deed. Change reference to “Authority” to “RFA”. Doing so will make the reference consistent with the rest of the document. There are six places with “Authority” needs to be replaced by “RFA”.
7. P. 15, Master Bill of Sale. Change “Authority” to “RFA” in three locations; after Snohomish County Fire District No 7 add “now known as “Snohomish Regional Fire and Rescue” (“SRFR”). Also, change the subsequent reference to Fire District 7 to SRFR.

TECHNICAL CORRECTIONS TO INTERLOCAL AGREEMENT FOR TEMPORARY PROVISION OF FIRE AND EMEGENCY MEDICAL SERVICES

1. Page 2. Definition of law. Deleted “and resolutions” and added “other than those directly related to the services provided under this Agreement” after code.
2. Page 8, Paragraph 13.1. After the word “follows:”, revise the sentence to add the words “or policies” and “vehicles” as follows:

Each party shall maintain its own insurance policy **or policies** insuring damage to its real and personal property, **vehicles** and equipment if any.

January 28, 2022

Fire Chief Kevin O'Brien
Snohomish Regional Fire & Rescue (SRFR)
953 Village Way
Monroe, WA 98272

RE: City of Mill Creek Annexation to South County Fire

Dear Fire Chief O'Brien:

Thank you for meeting with me on January 24, 2022 regarding the City of Mill Creek's decision to annex into South County Fire. As we discussed, even if the April 2022 annexation vote is unsuccessful, South County Fire will begin providing service via contract to the City effective January 1, 2023. I appreciate that both of our agencies are committed to a seamless transition for the benefit of the residents of Mill Creek as well as your union IAFF Local 2781.

If the April annexation vote is successful, the City will annex into South County Fire effective August 1, 2022. Even though South County Fire would have responsibility for Fire and EMS services as of that date, you indicated that SRFR is agreeable to fulfill the terms of its ILA with the City and provide service to the City through December 31, 2022. We look forward to working with you and SRFR in the coming months to ensure a smooth transition of Fire and EMS services effective January 1, 2023, including transferring possession of Fire Station 76.

Both the City of Mill Creek and South County Fire are committed to ensuring that no personnel currently working at Fire Station 76 are adversely affected by this transition from SRFR to South County Fire. If the transition would result in SRFR needing to lay off personnel, South County Fire's interest would be to ensure that those personnel could be absorbed by South County Fire and made whole as nearly as possible in terms of their rank, seniority and compensation. To fully staff Fire Station 76, we anticipate needing to hire 20-25 additional personnel, consisting of 4 officers, 6-10 firefighter/paramedics, 10-14 firefighters, and potentially a fire inspector.

You indicated that even though SRFR has no immediate plans to construct an additional infill fire station in Lake Stevens, it does intend to retain the personnel who are currently assigned to Fire Station 76 by reassigning them to other SRFR fire stations. We do recognize, however, that plans may change between now and the end of this year. To fulfill our commitment with the City and to ensure that IAFF Local 2781 is not adversely affected, we would be willing to enter into an ILA with SRFR which guarantees that any personnel assigned to Fire Station 76 who would otherwise be laid off by the transition would be hired by South County Fire and made whole as nearly as possible in terms of rank, seniority and compensation. While such an agreement is not legally necessary, our thinking is that such an agreement would alleviate any anxiety that labor might otherwise have due to this transition. We invite you to discuss this concept with your Board of Fire Commissioners and let us know if that is something SRFR would be interested in discussing further.

Again, I appreciate your professionalism and your cooperation in this transition effort. I look forward to hearing from you on the ILA concept after you have had a chance to discuss it with your Board and your local union.

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Thad Hovis

Thad Hovis
Fire Chief

DRAFT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation ("South County Fire") and the **SNOHOMISH REGIONAL FIRE AUTHORITY**, a Washington municipal corporation ("SRFR").

WHEREAS, SRFR currently provides service to the City of Mill Creek via an interlocal agreement which will terminate on December 31, 2022;

WHEREAS, South County Fire will begin providing service to the City of Mill Creek on January 1, 2023;

WHEREAS, South County Fire will need to hire an additional 20-25 personnel in order to adequately staff Station 76;

WHEREAS, South County Fire is willing to hire any personnel who might otherwise be subject to a reduction in force and, to the extent possible, make them whole in terms of rank and compensation; and

WHEREAS, the parties are desirous of cooperating to ensure that the transition in service providers from SRFR to South County Fire has the least possible adverse effect on labor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Notification to South County Fire.** In the event that SRFR intends to implement a reduction in force of uniformed personnel, SRFR agrees to provide notice to South County Fire. SRFR will also advise the affected personnel that South County Fire has expressed an interest in hiring such personnel on terms and conditions that, to the extent possible, render them whole in terms of rank and compensation.
3. **Further Cooperation.** The parties agree to cooperate as necessary to fulfill the purposes and goals of this Agreement.
4. **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties.
5. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
6. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and exhibits hereto; and this 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.

DATED this ____ day of _____, 2022.

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Greg Urban
Its: Board Chair

By: Jim Kenny
Its: Commissioner

By: Chris Teofilak
Its: Vice Chair

By: Mark Laurence
Its: Commissioner

ATTEST:

By: David Chan
Its: Commissioner

By: Melissa Blankenship
Its: Executive Assistant

By: Derek Daniels
Its: Commissioner

**Board Meeting Agenda Bill
Agenda Item 10.b.**

Meeting Date: 2/1/2022

Department: City Clerk

Subject

Commissioner Appointment Update - Executive Assistant Melissa Blankenship

Prior Board Action:

Recommended Action:

Related Items:

Staff Contact: Executive Assistant Melissa Blankenship

Approval Signature: Chair Greg Urban

Legal Review: No Legal Review Required

Summary

Commissioners have received all submitted applications for review and consideration of the District 4 Commissioner vacancy.

Discussion

The Board needs to determine the next steps for interviews. Consideration of a special meeting has been proposed.

Fiscal Impact

Recommendation

WFCA Bill Status & Upcoming Events Report

Upcoming Events

Law & Justice (Senate) - Virtual - 1/31 @ 9:30am

- [SB 5839](#) - Public Hearing - Creating the crime of interfering with a firefighter or emergency medical services provider. (Remote testimony.) (Neutral/Monitoring)

Health Care & Wellness (House) - Virtual - 1/31 @ 1:30pm

- [HB 1893](#) - Exec Session - Allowing emergency medical technicians to provide medical evaluation, testing, and vaccines outside of an emergency in response to a public health agency request. (Support/Low)

Ways & Means (Senate) - Virtual - 1/31 @ 4:00pm

- [SSB 5116](#) - Public Hearing - Establishing guidelines for government procurement and use of automated decision systems in order to protect consumers, improve transparency, and create more market predictability. (Remote testimony.) (Neutral/Monitoring)
- [SB 5791](#) - Exec Session - Concerning law enforcement officers' and firefighters' retirement system benefits. (Neutral/Monitoring)

Local Government (House) - Virtual - 2/1 @ 10:00am

- [HB 1971](#) - Exec Session - Concerning installation, inspection, testing, and maintenance of smoke control systems and fire dampers, smoke dampers, and combination fire and smoke dampers. (Neutral/Monitoring)
- [HB 1981](#) - Exec Session - Concerning local government planning. (Neutral/Monitoring)

State Government & Tribal Relations (House) - Virtual - 2/2 @ 8:00am

- [HB 1652](#) - Exec Session - Concerning conservation district elections. (Neutral/Monitoring)

Local Government (House) - Virtual - 2/2 @ 10:00am

- [HB 1971](#) - Exec Session - Concerning installation, inspection, testing, and maintenance of smoke control systems and fire dampers, smoke dampers, and combination fire and smoke dampers. (Neutral/Monitoring)

Bill Status & Upcoming Events Report

January 28, 2022

Page 1 of 7

Finance (House) - Virtual - 2/3 @ 8:00am

- [HB 1921](#) - Exec Session - Concerning the valuation of property related to renewable energy for the purposes of property tax and providing for a payment in lieu of taxes for renewable energy facilities. (Neutral/Monitoring)

Law & Justice (Senate) - Virtual - 2/3 @ 10:30am

- [SB 5839](#) - Exec Session - Creating the crime of interfering with a firefighter or emergency medical services provider. (Neutral/Monitoring)

BILL TRACKING LIST

Note: By default, bills are listed with a position of “neutral” and a priority of “monitoring” until we have completed a bill analysis and WFCA takes an official position. Often we work important bills within a coalition, so “Priority” does not signify the relative importance of the bill, rather it signifies the relative effort/political capital it will require of us.

Bill #	Abbrev. Title	Short Description	Status	Sponsor	Position	Priority
SHB 1025 (SB 5006)	Local parks funding options	Concerning local parks funding options.	H FINDPS	Wicks	Neutral	Monitoring
ESHB 1329	Public meetings	Concerning public meeting accessibility and participation.	S State Govt & El	Wicks	Support	Low
SHB 1341 (Dead)	Professional rescue doctrine	Concerning the professional rescue doctrine.	H Civil R & Judi	Bronoske	Neutral	Monitoring
SHB 1629 (SB 5538)	Aerial imaging technology	Concerning a comprehensive study of aerial imaging technology uses for state agencies, special purpose districts, and local and tribal governments.	H Rules R	Dolan	Neutral	Monitoring
SHB 1638	Fireworks prohibitions	Concerning fireworks prohibitions adopted by cities or counties.	H Rules R	McEntire	Neutral	Monitoring

Bill Status & Upcoming Events Report

January 28, 2022

Page 2 of 7

HB 1652	Conserv. district elections	Concerning conservation district elections.	H State Govt & T	Dolan	Neutral	Monitoring
HB 1666 (SB 5578)	Public infra./tax valuation	Clarifying the method for determining the value of specified tangible personal property incorporated as part of certain public infrastructure for the purposes of use tax and business and occupation tax.	H Finance	Wylie	Neutral	Monitoring
HB 1672	Conservation futures/taxes	Concerning local property tax levies for conservation futures.	H Finance	Wylie	Oppose	Low
HB 1701 (SB 5652)	LEOFF benefits	Concerning law enforcement officers' and firefighters' retirement system benefits.	H Approps	Bergquist	Neutral	Monitoring
HB 1703 (SB 5571)	911 emergency communications	Modernizing the statewide 911 emergency communications system.	H Approps	Orwall	Support	Medium
HB 1714	Impact fee deferrals	Concerning impact fee deferrals.	H LGDP	Duerr	Neutral	Monitoring
SHB 1727	Odd-numbered year elections	Concerning odd-numbered year elections.	H SGOVDPS	Gregerson	Neutral	Monitoring
SHB 1735	Peace officers/use of force	Modifying the standard for use of force by peace officers.	H 2nd Reading	Johnson	Support	High
HB 1781 (SB 5651)	Capital budget, supplemental	Concerning the capital budget.	H Cap Budget	Tharinger	Neutral	Monitoring
HB 1811	Fire benefit charges	Concerning fire benefit charges imposed by cities and towns.	H Local Govt	Sells	Neutral	Monitoring
HB 1816 (SB 5693)	Operating budget, supp.	Making 2021-2023 fiscal biennium supplemental operating appropriations.	H Approps	Ormsby	Neutral	Monitoring
HB 1826 (SB 5839)	Interfering with emergency	Creating the crime of interfering with a	H Exec Action	Young	Support	Medium

		firefighter or emergency medical services provider.				
HB 1891	Rangeland fire pilot	Concerning a rangeland fire protection association pilot project.	H RDev, Ag&NR	Dent	Support	Medium
HB 1893 (SB 5754)	EMTs/public health	Allowing emergency medical technicians to provide medical evaluation, testing, and vaccines outside of an emergency in response to a public health agency request.	H HC/Wellness	Donaghy	Support	Low
HB 1906	Nonprofit property tax ex.	Expanding eligibility for property tax exemptions for nonprofit organizations.	H Finance	Steele	Neutral	Monitoring
HB 1921	Renewable energy/valuation	Concerning the valuation of property related to renewable energy for the purposes of property tax and providing for a payment in lieu of taxes for renewable energy facilities.	H Finance	Ramel	Neutral	Monitoring
HB 1923	Parent-child relationship	Protecting the parent-child relationship.	H Children, Yout	Chase	Neutral	Monitoring
HB 1929	Fire protection projects	Concerning capital projects for the provision of fire protection services.	H Cap Budget	Abbarno	Support	Medium
HB 1971	Smoke control systems	Concerning installation, inspection, testing, and maintenance of smoke control systems and fire dampers, smoke dampers, and combination fire and smoke dampers.	H Local Govt	Robertson	Neutral	Monitoring
HB 1981	Local government planning	Concerning local government planning.	H Local Govt	Pollet	Neutral	Monitoring

HB 2033	Emergency and work zones	Concerning safety measures for fire department vehicles and other vehicles using lights or other signals in emergency or work zones.	H Transportation	Donaghy	Support	Medium
HB 2086	Aviation assurance funding	Concerning aviation assurance funding in response to wildland fires.	H RDev, Ag&NR	Dye	Neutral	Monitoring
SSB 5116	Procurement/automated system	Establishing guidelines for government procurement and use of automated decision systems in order to protect consumers, improve transparency, and create more market predictability.	S Ways & Means	Hasegawa	Neutral	Monitoring
SB 5538 (SHB 1629)	Aerial imaging technology	Concerning a comprehensive study of aerial imaging technology uses for state agencies, special purpose districts, and local and tribal governments.	S State Govt & E	Hunt	Neutral	Monitoring
SSB 5555	Safety telecommunicators	Concerning public safety telecommunicators.	S Ways & Means	Van De Wege	Support	Medium
SB 5565	Fire district treasurers	Allowing fire districts and regional fire authorities to carry out certain treasurer functions.	S 2nd Reading	Sheldon	Support	High
SB 5571 (HB 1703)	911 emergency communications	Modernizing the statewide 911 emergency communications system.	S State Govt & E	Stanford	Neutral	Monitoring
SB 5578 (HB 1666)	Public infra./tax valuation	Clarifying the method for determining the value of specified tangible personal property	S Ways & Means	King	Neutral	Monitoring

		incorporated as part of certain public infrastructure for the purposes of use tax and business and occupation tax.				
SSB 5649	Family and medical leave	Modifying the Washington state paid family and medical leave act.	S Ways & Means	Robinson	Neutral	Monitoring
SB 5651 (HB 1781)	Capital budget, supplemental	Concerning the capital budget.	S Ways & Means	Frockt	Neutral	Monitoring
SB 5652 (HB 1701)	LEOFF benefits	Concerning law enforcement officers' and firefighters' retirement system benefits.	S Ways & Means	Conway	Neutral	Monitoring
SB 5693 (HB 1816)	Operating budget, supp.	Making 2021-2023 fiscal biennium supplemental operating appropriations.	S Ways & Means	Rolfes	Neutral	Monitoring
SB 5748 (HB 1669)	PSERS disability benefits	Concerning disability benefits in the public safety employees' retirement system.	S Rules 2	Schoesler	Neutral	Monitoring
SB 5754 (HB 1893)	EMTs/public health	Allowing emergency medical technicians to provide medical evaluation, testing, and vaccines outside of an emergency in response to a public health agency request.	S Health & Long	Robinson	Neutral	Monitoring
SB 5791	LEOFF benefits	Concerning law enforcement officers' and firefighters' retirement system benefits.	S Ways & Means	Schoesler	Neutral	Monitoring
SB 5803	Wildfires/electric utilities	Establishing a presumption of liability for wildfires caused by an electric utility's equipment.	S Environment, E	Rolfes	Neutral	Monitoring
SB 5839 (HB 1826)	Interfering with emergency	Creating the crime of interfering with a firefighter or	S Law & Justice	Padden	Neutral	Monitoring

		emergency medical services provider.				
SB 5876	Noise/essential services	Concerning noise standards for providers of essential services.	S Environment, E	Short	Neutral	Monitoring
SSB 5880	Fire sprinkler contractors	Concerning fire protection sprinkler system contractors.	S RecComm	Salomon	Neutral	Monitoring
SB 5900	Provisional paramedics, EMTs	Creating a provisional paramedic or emergency medical technician license.	S Health & Long	Van De Wege	Neutral	Monitoring
SB 5907	Roadside safety	Concerning roadside safety measures and public awareness of emergency vehicles providing roadside assistance.	S Transportation	Wilson	Neutral	Monitoring

**Board Meeting Agenda Bill
Agenda Item 10.d.**

Meeting Date: 2/1/2022

Department: City Clerk

Subject

Commissioner Appointment Update - Executive Assistant Melissa Blankenship

Prior Board Action:

Recommended Action:

Related Items:

Staff Contact: Executive Assistant Melissa Blankenship

Approval Signature: Chair Greg Urban

Legal Review: No Legal Review Required

Summary

Commissioners have received all submitted applications for review and consideration of the District 4 Commissioner vacancy.

Discussion

The Board needs to determine the next steps for interviews. Consideration of a special meeting has been proposed.

Fiscal Impact

Recommendation



TENTATIVE MEETING AND EVENTS SCHEDULE FOR SOUTH COUNTY FIRE BOARD OF COMMISSIONERS. THIS SCHEDULE IS SUBJECT TO CHANGE REGULARLY. PLEASE CONTACT THE EXECUTIVE ASSISTANT TO THE BOARD FOR THE MOST UPDATED INFORMATION AT 425-551-1251. Updated January 14, 2022

DATES TO REMEMBER		
February 8	Brier	Annual Report Presentation and Meeting
February 22	Edmonds	Annual Report Presentation
March 22	Edmonds	Annual Joint Council/Board Meeting
March 31	MLT	Annual Report Presentation and Meeting

2022 BOARD OF COMMISSIONERS TENTATIVE MEETING SCHEDULE	
January 4, Regular Meeting	Due December 29, 2021
<ul style="list-style-type: none"> Chair, Vice-Chair elections and committee appointments Commissioner Appointment Update Meeting Calendar Dates for Approval Capital Facilities Phase II Plan for Approval 	
January 11, Work Session	Due January 6, 2022
<ul style="list-style-type: none"> Benefit Charge Appeals Discussion Excess Liability Insurance Update Committee Assignments for Discussion WFCA Legislative Day Update Commissioner Appointment Update Priorities Exercise Discussion Calendar Additions City of Mill Creek Update Executive Session, Potential Litigation Pursuant to RCW 32.30.110(1)(i) 	
January 18, Regular Meeting	Due January 14, 2022
<ul style="list-style-type: none"> Community Risk Reduction Week Resolution Excess Liability Insurance Update Community Resource Paramedic/Verdant Update Commissioner Appointment Update Executive Session – Collective Bargaining Pursuant to RCW 42.30.140(4) Legislative Update 	

February 1, Regular Meeting	Due January 28, 2022
<ul style="list-style-type: none"> • Priorities Exercise – review and discussion • Legislative Update • Fire Commissioner Appointment Update • City of Mill Creek Pre-Annexation and Temporary Agreements • State Auditor’s office Exit Conference Update • 	
February 8, Work Session	Due February 4, 2022
<ul style="list-style-type: none"> • Brier Annual Report Update • Priorities Discussion • Fire Commissioner Appointment Update • Verdant Grant Update/CRP • Calendar Update and Retreat date discussion • Capital Facilities Plan Discussion • City of Mill Creek Continued discussion 	
February 15, Regular Meeting	Due February 11, 2022
<ul style="list-style-type: none"> • Future 1756 Reporting Discussion • Edmonds Annual Report Presentation Update • Board priorities • Salary Survey • Capital Facilities Plan Committee Formation • Legislative Update 	
March 1, Regular Meeting	Due February 25, 2022
<ul style="list-style-type: none"> • Disability Awareness Resolution • Edmonds Joint Meeting Update 	
March 8, Work Session	Due
<ul style="list-style-type: none"> • Fraud Prevention/Risk Reduction Update • 	
March 15, Regular Meeting	Due
<ul style="list-style-type: none"> • Brier Annual Report Update • MLT Annual Report Update 	
April 5, Regular Meeting	Due
<ul style="list-style-type: none"> • National Volunteer Month • Telecommunicators Recognition Resolution • Brier Annual Report Update • MLT Annual Report Update 	
April 12, Work Session	Due
<ul style="list-style-type: none"> • Arson Awareness Week May 2-8 	
April 19, Regular Meeting	Due
<ul style="list-style-type: none"> • 	
May 3, Regular Meeting	Due
<ul style="list-style-type: none"> • National EMS Prevention Week Resolution • Mental Health Awareness Month 	
May 10, Work Session	Due
<ul style="list-style-type: none"> • 	
May 17, Regular Meeting	Due
<ul style="list-style-type: none"> • 	
June 7, Regular Meeting	Due
<ul style="list-style-type: none"> • Fireworks Resolution • Budget Development Calendar 	

June 14, Regular Meeting	Due
•	
June 21, Work Session	Due
• Disability Awareness Resolution	
• 4 th of July Plan Update	
July 5, Regular Meeting	Due
• 4 th of July Update	
July 12, Work Session	Due
•	
July 19, Regular Meeting	Due
•	
August 2, Regular Meeting	Due
•	
August 16, Regular Meeting	Due
•	
September 6, Regular Meeting	Due
• Budget Discussions	
September 13, Work Session	Due
• Budget Discussions	
September 20, Regular Meeting	Due
• Budget Discussions	
October 4, Regular Meeting	Due
• Fire Prevention Month Resolution	
• Budget Discussions	
October 11, Work Session	Due
• Edmonds Annual Report Presentation Update	
• Legislative Update	
• Budget Discussions	
October 18, Regular Meeting	Due
• Disability Awareness Resolution	
• Budget Discussions	
November 1, Regular Meeting	Due
• Budget Discussions	
November 8, Work Session	Due
• Budget Hearing	
November 15, Regular Meeting	Due
•	
December 6, Regular Meeting	Due
•	
December 13, Work Session	Due
•	
December 20, Regular Meeting	Due
•	

UPCOMING 2022 AGENDA ITEMS

January	Board Leadership Elections
January	Committee Appointments
January/February	Board Priorities Exercise
January	WFCA Legislative Day
January	Set Process for Benefit Charge Appeals
February	Annual Fraud Control Report from Finance
March	Disability Awareness Resolution
March/April	City Annual Reports
April	National Volunteer Month
April	Telecommunicators Recognition Resolution
May	Arson Awareness Week May 2-8
May	National EMS Prevention Week
May	Mental Health Awareness Month
May	Budget Development Calendar Release
June	Fireworks Resolution
September	Primary Budget Discussions
October	Fire Prevention Week
November	Budget Hearing, Adoption of Budget and Related Resolutions
Quarterly	Financial Dashboard Reports
TBD	Workshop(s)
TBD	Board Retreat

