

EAST COUNTY FIRE & RESCUE

REGULAR BOARD OF FIRE COMMISSIONERS MEETING

January 2, 2018

Station 91

6:30 PM

AGENDA

CALL TO ORDER:

Flag Salute

OATH OF OFFICE:

Commissioners Gianatasio and Martin

AGENDA ADJUSTMENTS:

CONSENT AGENDA:

1. Approval of December 19 2017 Regular Board Meeting Minutes
2. Approval of December 19, 2017 Local BVFF&RO Meeting Minutes
3. Approval of Financial Transactions
4. Excuse Absent Commissioner(s):

OPEN TO PUBLIC:

CORRESPONDENCE:

STAFF REPORT:

Chief Swinhart

Deputy Chief Carnes

Assistant Chief Jacobs

VOLUNTEER FIRE FIGHTERS ASSOCIATION:

SAFETY REPORT:

FIRE DISTRICT BUSINESS:

2018 Board Meeting Time Change

Apparatus Surplus

CRESA service agreement

This Meeting is Being Recorded.

Please Silence or Turn-Off Your Personal Cell Phones, Pagers, etc.

Page # 1 of 2

See Reverse

COMMISSIONER COMMENTS:

OPEN TO PUBLIC:

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

ROUND TABLE:

Monthly Event Calendar

Next Policy Workshop: January 4, 2018, Station 91, 6 PM

EXECUTIVE SESSION:

None

ADJOURNMENT:

Next Regular Board Meeting: January 16, 2018, Station 91, 6:30 PM



**EAST COUNTY FIRE & RESCUE
CONSENT AGENDA
January 2, 2018**

1. Minutes –
 - December 19, 2017 Regular Meeting
 - December 19, 2017 Local BVFF&RO Meeting
2. Invoices
 - \$ 12,505.21
 - i. Check Nos.10464-10475 dated December 21, 2017
3. Approved Commissioner Stipends January 10 Pay Date

Name	For the Period Dec 16 thru Dec 31					Total
	Regular Meeting	Committee Meeting	Special Mtg	Education	Other	
Berg	1					
Gianatasio	1					
Martin	1					
Petty	1					
Taggart	1					

4. Voided/Destroyed Claims/Payroll Warrants
 - None
5. Payroll/Benefits
 - \$ 46,609.49 (Payroll/EFTs)

Commissioner Mike Taggart – Chair

Commissioner Martha Martin – Vice Chair

Commissioner Mike Berg

Commissioner Tom Gianatasio

Commissioner Sherry Petty

EAST COUNTY FIRE & RESCUE
REGULAR BOARD OF FIRE COMMISSIONERS MEETING

December 19, 2017

Station 91

7 PM

Draft Minutes

ATTENDANCE:

Martha Martin
Tom Gianatasio
Mike Carnes
Michael Garrison

Sherry Petty
Matt Hazlett
Robert Jacobs
Joel VanNess

Mike Taggart
Mike Berg
Tad Crum

CALL TO ORDER: 19:00

Flag Salute

AGENDA ADJUSTMENTS:

CONSENT AGENDA:

1. Approval of December 5, 2017 Regular Board Meeting Minutes
2. Approval of December 5, 2017 Local BVFF&RO Meeting Minutes
3. Approval of Financial Transactions
4. Excuse Absent Commissioner(s):

Commissioner Petty would like to correct the voting results from the motion to censure Commissioner Gianatasio during the Board meeting held on December 5th 2017. The minutes should read Martin, Taggart and Berg vote yea. Gianatasio and Petty vote nay.

Motion by Commissioner Berg to approve the consent agenda with correction to the minutes noted above, **seconded by Martin. Motion passed.**

CORRESPONDENCE:

Washington Fire Commissioners Association

GUESTS:

None

OPEN TO PUBLIC:

Nothing

STAFF REPORT:

Deputy Chief Carnes read his report; a copy is in the packet. Chief Carnes also reminded the Commissioners of the Holiday Dinner. It is scheduled for Thursday, Dec 21st at 6:00 pm.

Chief Jacobs read his report; a copy is in the packet. Chief Jacobs reminded everyone of the C.A.R.O.L. packing on 12-20-17 and delivery on 12-23-17. He also updated the Board on the status of the new engine.

VOLUNTEER FIRE FIGHTERS ASSOCIATION:

Nothing

SAFETY REPORT:

The next Safety Committee meeting will be January 25, 2018, 7:30PM at Station 91.

FIRE DISTRICT BUSINESS:

Facilities Use Policy:

Chief Carnes provided the latest strike through copy of Policy 70.4 Facility Use. Chief Carnes also presented the board with a copy of the clean version. **Motion by Commissioner Martin** to approve revisions to Policy 70.4 Facility Use, **seconded by Commissioner Gianatasio. Motion Passed.**

2018 Board Assignments:

Motion by Commissioner Martin to approve all 2018 Board Assignments in the attached document, **seconded by Commissioner Petty. Motion Passed.**

State Audit Update:

Chief Carnes summarized the memo that Administrative Specialist Linda Durrett had sent to the Board. A copy is in the packet. The audit should be completed no later than the second quarter of 2018.

COMMISSIONER COMMENTS:

Commissioner Martin would like the Board to consider holding another commissioner training day with Brian Snure. ECFR has sponsored this commissioner training day in the past, it was well attended and was very informative.

Commissioner Martin stated that the meetings with the city of Camas are continuing and informed the Board that the next meeting with Mayor Higgins is scheduled for Feb. 15th. There was discussion on the possibility of inviting Brian Snure to one of these meetings to discuss possible ways of working jointly with CWFD.

Commissioner Taggart read a "State of the District" letter that reviewed the district's accomplishments this past year.

Commissioner Petty would like the Board to consider moving the start time for board meetings up to 1800 hours for 2018. There was discussion among the Commissioners.

Motion by Commissioner Petty to change the start time to 1800 hours for Board meetings, **seconded by Commissioner Gianatasio.** Petty and Gianatasio voted yea, Martin voted nay, Taggart and Berg abstained. Motion failed due to lack of a majority.

Motion by Commissioner Martin to change the start time to 1830 hours for Board meetings, **seconded by Commissioner Petty.** Martin, Petty, Taggart and Berg voted yea, Gianatasio voted nay. **Motion Passed.**

OPEN TO PUBLIC:

Nothing

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

Nothing

ROUND TABLE:

The Board reviewed the December 2017 events calendar.

The next policy workshop is scheduled for Jan 4th 2018 at 6:00PM at Station 91.

EXECUTIVE SESSION:

RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

The Board adjourned to executive session at 19:59 for 10 minutes.

The Board reconvened at 20:09

Commissioner Taggart stated that the board has completed Chief Swinhart's evaluation and will review it with him on Friday, 12-22-17.

Motion by Commissioner Petty to adjourn, **seconded by Commissioner Gianatasio**. **Motion passed.**

ADJOURNMENT: 20:10

Mike Taggart, Chairperson

Martha Martin, Vice Chair

Tom Gianatasio, Commissioner

Mike Berg, Commissioner

Sherry Petty, Commissioner

DISTRICT SEAL:

ATTEST:

Chief Michael Carnes, District Secretary

EAST COUNTY FIRE & RESCUE BOARD ASSIGNMENTS FOR 2018

<u>POSITION</u>	<u>ECF&R BOARD</u>
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Chair	_ Taggart _____
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Vice Chair	_ Martin _____
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ECAAB Committee

Primary	_ Berg _____
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Primary	_ Martin _____
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Chief's Rep	_ Swinhart _____
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Shared Services Committee

_ Taggart _____

_ Petty _____

_ Martin _____

Risk Group

Commissioner: _ Berg _____

Alternate: _ Swinhart _____

Safety Committee Representative

Primary _ Berg _____

Alternate _ Petty _____

Revenue Exploratory Committee

_ Taggart _____

_ Petty _____

_ Carnes _____

**BOARD FOR VOLUNTEER FIRE FIGHTERS
& RESERVE OFFICERS for FY2018**

<u>POSITION</u>	<u>ASSIGNMENT</u>	<u>ALTERNATE</u>
Chair	Taggart _____	_ Martin _____
Commissioner	Petty _____	_ Berg _____
Chief	Jacobs _____	_ Carnes _____
Fire Fighter	Crum _____	_ P. Knapp _____
Secretary	Accounting Assistant	_ Jacobs _____

EAST COUNTY FIRE & RESCUE

Local Board for Volunteer Fire Fighters & Reserve Officers Meeting

Draft Minutes
December 19th, 2017

CALL TO ORDER:

The meeting was called to order by Chairperson Mike Taggart at 19:55 at Station 91.

The following were in attendance:

Martha Martin	Sherry Petty	Mike Taggart
Tom Gianatasio	Mike Berg	Joel VanNess
Mike Carnes	Robert Jacobs	Tad Crum
Matt Hazlett	Michael Garrison	

BUSINESS:

None

ADJOURNMENT:

The Local Board adjourned at 19:56.

Respectfully Submitted,

Tom Gianatasio, Commissioner,
Sherry Petty, Alternate

Tad Crum, FF's Assoc. Liaison
Paula Knapp, FF's Assoc. Liaison Alternate

Michael Carnes, District Secretary
Bob Jacobs, Alternate

Mike Taggart, Chairperson
Marth Martin, Alternate

DISTRICT SEAL:

Bob Jacobs, Chief's Rep.

CHECK REGISTER

East County Fire & Rescue
MCAG #: 1060

12/19/2017 To: 12/31/2017

Time: 09:31:34 Date: 12/29/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1348	12/21/2017	Payroll	6291	10464	OPEIU Local 11	57.00	Pay Cycle(s) 12/25/2017 To 12/25/2017 - OPEIU Dues
					001 - 589 99 99 000 - Payroll Clearing	28.50	
					001 - 589 99 99 000 - Payroll Clearing	28.50	
1349	12/21/2017	Payroll	6291	10465	WASHINGTON COUNCIL OF POLICE	100.00	Pay Cycle(s) 11/01/2017 To 11/30/2017 - WACOPS; Pay Cycle(s) 12/01/2017 To 12/31/2017 - WACOPS
					001 - 522 10 26 001 - Admin Disability	5.00	
					001 - 522 10 26 001 - Admin Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
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					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
					001 - 522 20 26 001 - FF Disability	5.00	
1350	12/21/2017	Claims	6291	10466	BIAS SOFTWARE	750.00	Essentials Training
					001 - 522 10 44 000 - Professional Services	750.00	Essentials Training Program, New Hire
1351	12/21/2017	Claims	6291	10467	Michael L Carnes	61.93	Reimbursement For District Food Purchase
					001 - 522 20 31 000 - Food and Water	61.93	Food & Beverage For Holiday Dinner
1352	12/21/2017	Claims	6291	10468	EMBROIDER IT	28.18	Name Tapes-Burch And Green
					001 - 522 20 25 001 - FF Uniforms	28.18	Uniform Name Tapes, Burch And Green
1353	12/21/2017	Claims	6291	10469	INTERSTATE BATTERY OF COLUMBIA RIVER	39.01	C91810009009833
					001 - 522 20 32 000 - Expendable Equipment	39.01	Battery For Suction Unit
1354	12/21/2017	Claims	6291	10470	MILLER'S HEATING & AIR	110.57	140544
					001 - 522 50 40 000 - Bldg Repair & Maint	110.57	Furnace Filter Replacement
1355	12/21/2017	Claims	6291	10471	NW NATURAL	509.59	2074612-9
					001 - 522 50 45 091 - Gas (St 91)	509.59	Station 91 Gas
1356	12/21/2017	Claims	6291	10472	Bailey J Phelps	750.00	Intern College Tuition Reimbursement
					001 - 522 20 23 001 - Intern Tuition Assistance	750.00	
1357	12/21/2017	Claims	6291	10473	STAPLES ADVANTAGE	60.76	LA 113379872
					001 - 522 10 30 000 - Office Supplies	60.76	2018 Calendars, Dry Erase Markers
1358	12/21/2017	Claims	6291	10474	STATE AUDITOR'S OFFICE	7,807.17	MCAG No. 1060
					001 - 522 10 41 000 - State Audit Costs	7,807.17	2015/2016 Audit
1359	12/21/2017	Claims	6291	10475	URGENT MEDICAL CENTER	2,231.00	Flu Vaccination, TB Tests, Resp Clearance, Pre-Placement Exam
					001 - 522 10 43 000 - Medical/Drug Screen/Vaccina	1,044.00	Onsite Flu Vaccination
					001 - 522 10 43 000 - Medical/Drug Screen/Vaccina	1,045.00	Onsite TB Tests

CHECK REGISTER

East County Fire & Rescue

MCAG #: 1060

12/19/2017 To: 12/31/2017

Time: 09:31:34 Date: 12/29/2017

Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	001 - 522 10 43 000 - Medical/Drug Screen/Vaccina				17.00	Resp Clearance - Hongel
	001 - 522 10 43 000 - Medical/Drug Screen/Vaccina				125.00	Pre-Placement Exam, Pam Maxey
	001 General Fund				12,505.21	
					<u>12,505.21</u>	Claims: 12,348.21
						Payroll: 157.00

Deputy Chief Report

1-2-18

Calls since last Commissioner meeting: **44**

EMS: **24**

Fire: **6**

Other: **14**

Calls YTD: 2017- **977**

2018-

Staff Overtime Numbers:

Budget Amount: **\$68,000.00**

Used YTD: **\$67,473.20**

% Used: **99.23%**

- Brown outs since last meeting: **5**
 - 12-17-17, Station 94, 24 hours
 - 12-20-17, Station 94, 24 hours
 - 12-23-17, Station 94, 4.5 hours
 - 12-25-17, Station 94, 24 hours
 - 12-26-17, Station 94, 24 hours
- Captain James Troutman has recently received IFSAC certification for "Driver Operator & Pumper." James is the first person representing ECFR who has earned this particular certification. Congratulations Captain Troutman!!
- ECFR crews were very busy over the holidays. They responded to 2 working structure fires, one in Washougal and one in Vancouver. They also responded to several motor vehicle accidents. Crews also responded to a boat fire at the marina in Washougal.
- We have received several applicants who are interested in the accounting assistant position. We will be reviewing applications and cover letters right after the new year and scheduling interviews.
- I will be taking some vacation time on Friday 1-5-18 thru Tuesday 1-9-18. I will be in town and available by phone if needed.

AC Jacobs Report

1-2-18

Tentative date for the inspection trip for the new engine postponed until January

January ACC/EOC training 1-9-2018 Sta. 91 7 PM.

January EST training 1-22-2018 Sta. 93 7 PM.

Safety Report

Last safety committee meeting was 11-29-17

Next safety committee meeting, 1-25-18 Sta. 91 7:30 PM.

One incident since the last board meeting, E91 stuck in a driveway.

2018 Apparatus surplus requests

	<u>App#</u>		<u>Year</u>	<u>Miles</u>		<u>Budgeted cost</u>
Engine 95	911	Central States	1993	14,248	Surplus	\$4,050
Unit 91	1016	Grand Marquis	2008	82,307	Surplus	\$1,125





December 18, 2017

Greetings;

As you are probably aware over the course of the last year Clark Regional Emergency Services Agency (CRESA) has been working through a process to transition our organizational structure from a "Non-Legal Entity" formed under an Interlocal Cooperation Act in accordance with RCW 39.34.030 to a Public Development Authority (PDA) formed under RCW 35.21.730.

There are several advantages to having CRESA formed as a PDA, not the least of which is it provides better liability protections to the County, Cities and agencies we serve. In October, the County Council approved the ordinance change that completed the transition process.

As we have discussed in the past, very little in the way that CRESA operates on a day-to-day basis or the CRESA Administrative Board's responsibilities or representation has changed with CRESA becoming a PDA. Only our base formational structure has changed and been fortified through this process.

Since the structure of a PDA is fundamentally different in our relationship with the agencies we serve, we have had to create new services agreements to address the relationship between CRESA and the other agencies in a way that maintains the liability protections that the PDA affords the other entities. Over the course of the last few weeks we have been working with our attorney, as well as the County's PA Office and City of Vancouver's Attorney's Office to draft the legal agreements necessary to complete this transition.

As a final step we need each jurisdiction and agency we serve to sign and return the applicable attached agreements. For the County and Cities there are two. The first addresses the 911 services (Including 911 call taking, dispatch, and the public safety radio system) for your police and fire departments. The second agreement addresses Emergency Management Services. For all other agencies, you need only sign and return the 911 services agreement.

We have posted a copy of the ordinance and charter associated with new PDA formation on our web site at WWW.CRESA911.org/about or we can provide you an electronic copy of them upon request.

Please sign and return the attached documents at you earliest convenience. We would like to have all of these in place by no later than January 2018. Please do not hesitate to contact me if you have any questions or you would like to meet to discuss these further.

Sincerely,

Dave Fuller, Director
Clark Regional Emergency Services Agency

Don Chaney, Chair
CRESA Administrative Board



CRESA FOUNDING PUBLIC AGENCY SERVICE AGREEMENT

R.E., 9-1-1 Communications, Regional Radio System and Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," and Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, and Clark County Fire District's 3, 6, 9 dba East County Fire and Rescue, 10, 11 dba Clark County Fire and Rescue, and 13, and North Country EMS and Cowlitz-Skamania Fire District #7, after this called "Parties."

WITNESSETH

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of emergency communications through enhanced 9-1-1 service and encourages under related laws local plans detail how enhanced 9-1-1 will be implemented in the most efficient and effective manner with priority for state assistance given to those developing consolidated or regional 9-1-1 systems; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency communication services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in the annual CRESA budget (Exhibit A).

- 1) Communications Services. During the term of this Agreement, CRESA will provide the Party twenty-four (24) hour enhanced emergency 911 communications including call receiving, monitoring and emergency dispatching service for Parties citizens, visitors and responders. CRESA shall be the primary public safety answering point for the Party. CRESA shall ensure all Federal Communications Commission (FCC) radio frequency licenses include authorization so the Party can use CRESA's primary dispatch channels.

- 2) Technical Assistance. CRESA may provide technical expertise to the Parties as may be required for proper operations of Parties' systems and for procurement of Parties' communications equipment.
 - 3) Law Enforcement Agency Data Communications. If the Party is a law enforcement agency, CRESA will provide information from the Washington State Patrol Law Enforcement Data Communications System.
 - 4) Party Communications Equipment. Unless otherwise agreed to by the parties, CRESA agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from CRESA, and for communicating with CRESA and between the Parties' personnel. The Parties shall be responsible for purchasing, maintaining, and repairing the Parties' base, mobile, and portable communications equipment including pagers and computers. The Parties shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to CRESA's operations. Interconnecting equipment may or may not be included in CRESA's budget as the Board shall determine. However, if interconnecting equipment is included in the CRESA budget and provided to a Party, CRESA shall retain ownership of such equipment.
2. Compensation. The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 14 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
 3. Provisions for Use. The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as CRESA, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Agreements concerning responsibility for such communication, therefore, CRESA shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. CRESA shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.
 4. Term. The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the

CRESA Bylaws.

5. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
6. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
7. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.
8. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.

9. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
10. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
11. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
12. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books , records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
13. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
14. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time the non-performing party shall be in default ("Default") under this Agreement.

In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
16. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
17. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
18. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
19. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communications and emergency management services.
20. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
21. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2017.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board _____

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor _____

By: City Clerk for Battle Ground _____

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor _____

By: City Clerk for Camas _____

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

FIRE DISTRICTS

CLARK COUNTY FIRE & RESCUE

Attest: _____

EAST COUNTY FIRE & RESCUE

Attest: _____

FIRE DISTRICT 3

Attest: _____

FIRE DISTRICT 6

Attest: _____

FIRE DISTRICT 9

Attest: _____

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 13

Attest:

NORTH COUNTRY EMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest:

Jan 2018 - East County Fire & Rescue

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	Jan 1	2	3	4	5	6 Events Incident Safety Officer T... 09:00 - 17:00 Fire District 6
		9 Events Cemetery Board 16:30 - 18:00 Station 91 Training Roo ACC/EOC 19:00 - 21:00 Station 91 Community F	10 Events OTEP 19:00 - 21:00	11	12	13
	15	16	17	18	19	20 Events Pilot Ground School 09:00 - 12:00 ST 91 Community Roor
	22	23 Events Carnas Instrument Suppor Station 91 Community F 19:00 - 21:00	24	25	26	27 Events Pilot Ground School 09:00 - 12:00 ST 91 Community Roor
	29	30	31			
28						

* Indicates time starts on following calendar day
* Events and Time Off follow default Split Time of 07:00