

EAST COUNTY FIRE & RESCUE

REGULAR BOARD OF FIRE COMMISSIONERS MEETING

September 5, 2017

Station 91

7 PM

AGENDA

CALL TO ORDER:

Flag Salute

AGENDA ADJUSTMENTS:

CONSENT AGENDA:

1. Approval of August 15, 2017 Regular Board Meeting Minutes
2. Approval of August 15, 2017 Local BVFF&RO Meeting Minutes
3. Approval of Financial Transactions
4. Excuse Absent Commissioner(s):

OPEN TO PUBLIC:

CORRESPONDENCE:

STAFF REPORT:

Deputy Chief Carnes
Assistant Chief Jacobs

VOLUNTEER FIRE FIGHTERS ASSOCIATION:

SAFETY REPORT:

FIRE DISTRICT BUSINESS:

Paul Lewis Study

Proposed Cougar Creek Response Billing

Interlocal Agreement for Fire Chief Administrations and Management Services Renewal

Approve Policies:

- 00.1 Board of Commissioners – Reviewed
- 00.1.2 Compensation for Commissioners – Revised
- 00.1.3 Board of Commissioners Governing Rules, Ethics – Revised
- 00.2 Electronic Communication Systems - Reviewed
- 00.3 Internet and Computer Use – Reviewed
- 00.4 Preservation and Destruction of Public Records – Revised
- 00.5 Awards Banquet – Revised
- 00.6 Flag Etiquette – Reviewed
- 10.2.2 Health & Wellness Incentive – Suspended
(See Reverse)

This Meeting is Being Recorded.

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

Page # 1 of 2

- 10.2.4 Tobacco Usage – Reviewed
- 10.2.5 Uniform Program – Revised
- 10.4.2 Deferred Compensation – Suspended
- 10.7.14 Ride-Along Program - Reviewed

COMMISSIONER COMMENTS:

OPEN TO PUBLIC:

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

ROUND TABLE:

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.

ADJOURNMENT:

Next Regular Board Meeting: September 19, 2017, Station 91, 7 PM



**EAST COUNTY FIRE & RESCUE
 CONSENT AGENDA
 September 5, 2017**

1. Minutes –

- August 15, 2017 Regular Meeting
- August 15, 2017 Local BVFF&RO Meeting

2. Invoices

- \$ 29,234.25
 - i. Check Nos.10277-10299 dated August 15, 2017
- \$1,842.65
 - i. Check Nos. 10300-10308 dated August 8, 2017

3. Approved Commissioner Stipends August 10 Pay Date

Name	For the Period Aug 1 thru Aug 15					Total
	Regular Meeting	Committee Meeting	Special Mtg	Education	Other	
Berg	2					
Gianatasio	2					
Martin	2					
Petty	2					
Taggart	2					

4. Voided/Destroyed Claims/Payroll Warrants

- None

5. Payroll/Benefits

- \$ 49,046.61 (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

August 15, 2017

Station 91

7 PM

Draft Minutes

ATTENDANCE:

Martha Martin
Tom Gianatasio
Nick Swinhart
Kacie Jones
Joel VanNess

Sherry Petty
Mike Taggart
Robert Jacobs
Adam Webster

Mike Berg
Mike Carnes
Matt Hazlett
Zach Hougan

CALL TO ORDER: 19:00 PM

Flag Salute

GUESTS:

None

AGENDA ADJUSTMENTS:

None

CONSENT AGENDA:

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

Motion by Commissioner Berg to approve the consent agenda, seconded by Petty. Motion passed.

OPEN TO PUBLIC:

Nothing

CORRESPONDENCE:

None

STAFF REPORT:

Chief Carnes gave his report; a copy is in the packet. Commissioner Petty inquired about turnout to the cooling station and the recent RV fire at Station 93.

Chief Jacobs gave his report; a copy is in the packet.

VOLUNTEER FIRE FIGHTERS ASSOCIATION:

Nothing

SAFETY REPORT:

The next Safety Committee meeting will be September 27, 2017, 7:00PM at Station 91

FIRE DISTRICT BUSINESS:

Paul Lewis Study:

Chief Swinhart described a recent meeting with Mayor Higgins and Commissioners Martin and Gianatasio in which a functional consolidation was discussed. Chief Swinhart was directed at that meeting to reach out to Paul Lewis to inquire about the cost of conducting a financial feasibility study. The board considered how to move forward, and directed Chief Swinhart to return to Camas to discuss the shared expense and scope of such a study.

Approve Policies:

Commissioner Gianatasio asked to delay the vote until the next meeting so he would have time to review the proposed policy changes.

COMMISSIONER COMMENTS:

Commissioner Martin spoke briefly about the upcoming eclipse and forwarding preparatory information to Chief Carnes. Chief Carnes announced that the administrative staff had added eclipse information and safe viewing tips to the district website.

OPEN TO PUBLIC:

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

Nothing

ROUND TABLE:

Nothing

EXECUTIVE SESSION:

None

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

ADJOURNMENT: 19:35

Mike Taggart, Chairperson

Martha Martin, Vice Chair

Tom Gianatasio, Commissioner

Mike Berg, Commissioner

Sherry Petty, Commissioner

DISTRICT SEAL:

ATTEST:

Kacie Jones, District Secretary

EAST COUNTY FIRE & RESCUE

Local Board for Volunteer Fire Fighters & Reserve Officers Meeting

Draft Minutes
August 15, 2017

CALL TO ORDER:

The meeting was called to order by Chairperson Mike Taggart at 19:36 at Station 91.

The following were in attendance:

Martha Martin
Tom Gianatasio
Robert Jacobs
Kacie Jones
Joel VanNess

Sherry Petty
Mike Taggart
Nick Swinhart
Adam Webster

Mike Berg
Mike Carnes
Matt Hazlett
Zach Hougan

BUSINESS:

None

ADJOURNMENT:

The Local Board adjourned at 19:36.

Respectfully Submitted,

Tom Gianatasio, Commissioner,
Sherry Petty, Alternate

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

Kacie Jones, 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

08/31/2017 To: 08/31/2017

Time: 16:11:54 Date: 08/31/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
782	08/31/2017	Claims	6291	10277	BI-MART CORPORATION	32.15	Account 930279
783	08/31/2017	Claims	6291	10278	CAMAS WASHOUGAL POST RECORD	186.00	Account CAM85459
784	08/31/2017	Claims	6291	10279	CITY OF CAMAS	3,000.00	Invoice 0137951
785	08/31/2017	Claims	6291	10280	CITY OF WASHOUGAL	251.05	Account 002819-00
786	08/31/2017	Claims	6291	10281	CLARK COUNTY AUDITOR	101.04	Invoice 230002069
787	08/31/2017	Claims	6291	10282	CLARK PUBLIC UTILITIES	322.73	Account 7200-401-3
788	08/31/2017	Claims	6291	10283	DAILY DISPATCH	280.00	Invoice 2017-1071
789	08/31/2017	Claims	6291	10284	DAY MANAGEMENT CORPORATION	315.02	Invoice 441123
790	08/31/2017	Claims	6291	10285	GLORY DAYS TROPHIES	286.99	Invoice 651
791	08/31/2017	Claims	6291	10286	KITCHEN ELECTRIC	750.02	Invoice #3888
792	08/31/2017	Claims	6291	10287	KONICA MINOLTA BUSINESS SOLUTIONS USA IN	68.42	Customer 03706; Customer Contract 03706
793	08/31/2017	Claims	6291	10288	MILLER'S HEATING & AIR	2,259.55	Account# 140544
794	08/31/2017	Claims	6291	10289	NI GOVERNMENT SERVICES, INC	30.20	Account 13065328
795	08/31/2017	Claims	6291	10290	PACIFIC TRUCK & TRAILER SERVICE, INC	1,859.35	Invoice 2017-27344; Invoice 2017-27347
796	08/31/2017	Claims	6291	10291	PIERCE COUNTY FIRE DIST 5	575.00	CrunchTime Registration
797	08/31/2017	Claims	6291	10292	SIMPLEX GRINNELL	606.72	Contract 966661
798	08/31/2017	Claims	6291	10293	STANLEY CONVERGENT SECURITY SOLUTIONS, I	604.97	Account 123127683400
799	08/31/2017	Claims	6291	10294	VERIZON WIRELESS	80.02	Account 471176028-00001
800	08/31/2017	Claims	6291	10295	WASHOUGAL HARDWARE	68.55	Account 500331
801	08/31/2017	Claims	6291	10296	VANCOUVER DISTRICT 2010 WASTE CONNECTIONS	165.48	Accounts 2010-458647 & 2010-1022802
802	08/31/2017	Payroll	6291	10297	OPEIU Local 11	53.68	Pay Cycle(s) 08/10/2017 To 08/10/2017 - OPEIU Dues
803	08/31/2017	Payroll	6291	10298	TRUSTEED PLANS SERVICE CORPORATION	17,287.31	Pay Cycle(s) 08/01/2017 To 08/31/2017 - PPO-100; Pay Cycle(s) 08/01/2017 To 08/31/2017 - DIsability - FF; Pay Cycle(s) 08/01/2017 To 08/31/2017 - Addtl Life; Pay Cycle(s) 08/01/2017 To 08/31/2017 - Ka
804	08/31/2017	Payroll	6291	10299	WASHINGTON COUNCIL OF POLICE	50.00	Pay Cycle(s) 08/01/2017 To 08/31/2017 - WACOPS

001 General Fund

29,234.25

	Claims:	11,843.26
	Payroll:	17,390.99

CHECK REGISTER

East County Fire & Rescue
MCAG #: 1060

08/30/2017 To: 08/30/2017

Time: 16:12:42 Date: 08/31/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
839	08/30/2017	Claims	6291	10300	ADVANTAGE PROTECTION	95.33	Customer 09682D000G0Q
840	08/30/2017	Claims	6291	10301	CAMAS POWER EQUIPMENT	529.10	Statement 857596
841	08/30/2017	Claims	6291	10302	CLARK PUBLIC UTILITIES	207.60	Account 7196-908-3; Account 7169-997-9
842	08/30/2017	Claims	6291	10303	GENERAL FIRE APPARATUS, INC	102.98	Invoice 1028
843	08/30/2017	Claims	6291	10304	NW NATURAL	72.19	Account 20174612-9; Account 1264540-4
844	08/30/2017	Claims	6291	10305	PACIFIC TRUCK & TRAILER SERVICE, INC	137.40	Invoice 2017-27458
845	08/30/2017	Claims	6291	10306	RICOH USA, INC	44.37	Customer 4207421
846	08/30/2017	Claims	6291	10307	U.S. BANK	600.00	Accounts CLAFIR07 And CLAFIRREF12
847	08/30/2017	Payroll	6291	10308	OPEIU Local 11	53.68	Pay Cycle(s) 08/25/2017 To 08/25/2017 - OPEIU Dues
001 General Fund						1,842.65	
						1,842.65	Claims: 1,788.97 Payroll: 53.68

Deputy Chief Report

9-5-17

Calls since last Commissioner meeting: **46**

EMS: **22**

Fire: **9**

Other: **15**

Calls YTD: 2017- **670**

Staff Overtime Numbers:

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

Used YTD: **\$38,406.22**

% Used: **56.48%**

- Brown outs since last meeting: **None**
- "A" shift FT Firefighter/EMT Nicole Aden is leaving the fire district on September 10th, she has accepted a position with Gresham Fire and Rescue. Nicole did a wonderful job here at ECFR and we wish her the very best on her future endeavors.
- We have offered a conditional Full Time FF position to Sean Gremer. Sean has been a Part Time FF with our agency for a little over 2 years. We are currently reviewing PT applications.
- Station 91 received its annual county fire inspection on 8-31-17. There was only one minor condition and it has been corrected. The fire marshal stated that our station looked very clean with everything up to code.
- We have started walk throughs of the new Jemtegaard/Columbia River Gorge schools with the crews from Station 94. The school is scheduled to be up and running on September 7th.
- ECFR Volunteer FF's attended a function at Camp Currie this past week for a Girl Scout camp. Thanks to Paula Knapp and Eddie Richardson for volunteering their time and providing some Water Tender excitement for the campers.

AC Jacobs Report

9-5-2017.

August EST training was 8-28-2017.

September ACC/EOC training 9-12-2017 Sta. 91 7 PM.

September EST training 9-25-2017 Sta 93 7 PM.

New Engine cab and chassis nearly complete.

One new EST member is going thru the membership process, the other will start the process soon. Both are former members of ECF&R.

Safety Report

Safety Committee meeting was held 7-26-17

Next safety committee meeting, 9-27-17 Sta. 91 7:30 PM.

One accident report since the last board meeting, minor damage to E91 while exiting the fire scene at Canyon Creek Estates



East County Fire & Rescue
600 NE 267th Avenue Camas, WA 98607

Phone: 360.834.4908
Fax: 360.834.5454

January 24, 2014

Mark Fennell
2101 NE 375th Avenue
Washougal, WA 98671

Dear Mr. Fennell,

East County Fire & Rescue (ECFR) would like to talk to all property owners in Cougar Creek about possible annexation to the Fire District.

The Cougar Creek community currently has no legally-appointed/authorized provider for structural fire protection. The Washington State Department of Natural Resources (DNR) collects a Fire Patrol Tax from each parcel of your property to offset the cost of their response to extinguish forest fires—or—to protect the forest from fires that threaten this natural resource. This 'resource-protection' approach is used because DNR is trained and equipped ONLY to fight wildfires. They don't extinguish house fires or car fires; they don't handle hazardous materials incidents; they don't respond to medical calls or special rescue situations; they don't respond to electrical problems, smoke odor or fire alarms; they don't provide Public Service response to assist with miscellaneous problems; and they don't respond to natural disasters. They are located regionally (Battle Ground and Castle Rock) and their firefighting capacity is seasonal (late spring & summer).

Former efforts, by Cougar Creek residents, to obtain fire protection from East County Fire & Rescue (formerly Clark County Fire Districts #1 & #9) were not possible due to the lack of a 'Rated Bridge'. With the construction of an engineered bridge—posted with enough capacity to carry the weight of modern fire apparatus—Cougar Creek residents can, now, annex to our Fire District. Annexation will provide residents with a Class 8 Fire Protection Rating (with Water Tender credit) from the Washington Survey & Rating Bureau. This is significantly better (and should be cheaper) than the current Class 10 that is assigned to your community (due to having no structural fire protection). Property owners should contact their fire insurance providers to determine their specific financial benefits of joining ECFR.

Prevent, Protect & Serve

www.ECFR.us

Cougar Creek Annexation Invitation

January 24, 2014

Page #2 of 3

This letter is being sent as a result of several recent calls—at the end of 2013—from locations within Cougar Creek to Clark County 9-1-1 for fire alarms, burning complaints, etc. East County Fire & Rescue feels a moral obligation to respond to people's requests for emergency assistance—and will continue to do so—in an effort to save lives and protect property. However, since providing fire and medical service to Cougar Creek—at no cost—is unfair to the Taxpayers of our Fire District, effective May 1st, we will begin charging 'State Rates' for the apparatus we send. Fire/EMS apparatus sent to Cougar Creek will be based upon availability—ECFR taxpayers will always receive priority; and could be delayed while Off-Duty personnel and Volunteers are called, if needed, to maintain fire and EMS coverage for taxpayers within the Fire District.

State Rates are per-hour rates for Emergency Apparatus & Fire/EMS personnel and allow administrative fees to be added to offset billing and collection costs. A brush truck starts at \$60/hr, a water tender at \$100/hr and a structural fire engine at \$130/hr. Fuel costs increase the hourly rate. Personnel costs will be charged at rates that create 'Zero Cost Impact' for the Fire District. The first hour (for apparatus and personnel) is charged at 150% to cover administrative fees. Apparatus are assigned based upon the type of problem reported—not per the caller's preference. It will be assumed that if someone calls 9-1-1 to report a fire or medical emergency, or a contracted service (i.e., fire alarm company, medical alert company, etc.) notifies Clark County 9-1-1 of a problem, such requests for emergency response will be considered authorization for billable/collectable services to be rendered by ECFR.

If the majority of Cougar Creek residents want to discuss possible annexation to the Fire District, I would be happy to facilitate a meeting with a small number of representatives—or—host a public meeting for your entire community (could use the Mt. Norway Fire Station). To annex to the Fire District, the majority of property owners (by value) must provide a signed petition to the Board of ECFR Fire Commissioners. If approved by the Fire Commissioners, Clark County will then take action to assign responsibility for structural fire protection and EMS first-response within Cougar Creek to ECFR. The petition to join ECFR must include all parcels in Cougar Creek—the Board will not consider a partial or piece-meal approach. The current fire levy is \$1.50 per \$1,000 of assessed value. The EMS levy is, currently, \$0.35 per \$1,000 of assessed value (it will be up for re-authorization by voters sometime in 2014—Camas Ambulance will, likely, ask for an increase of 11-cents—to a total of \$0.46 per \$1,000). If annexation occurs in 2014, no fire or EMS taxes will be levied against your property until 2015.

If the majority of Cougar Creek residents don't want to annex to the Fire District, ECFR will continue to respond to emergencies—but will limit the amount of equipment and personnel that is sent. Assigning minimal resources will allow Firefighters to consider either: rescue of persons

Cougar Creek Annexation Invitation

January 24, 2014

Page #3 of 3

trapped in burning buildings, stopping the spread of fire to adjacent structures, or providing a small number of personnel to administer emergency medical care. Sending the same amount of apparatus and personnel to an area that does not support the capital costs of apparatus and facilities—or—the ongoing cost of personnel is not fair to ECFR's taxpayers who pay, year-in and year-out, for the most robust level of service that our rural area can deliver within the funding stream that our taxpayers give us to operate.

Due to recent requests for ECFR service, it seemed time to let Cougar Creek Residents know what their options are. I hope to hear from your community by May 1st. Lacking a petition to join the Fire District, signed by the majority (by value) of your property owners, the Fire District will begin charging for all responses into the Cougar Creek community.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Koehler". The signature is fluid and cursive, with the first name "Scott" written in a larger, more prominent script than the last name "Koehler".

Scott Koehler, Fire Chief

cc: file

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT:

Response to 'No District Areas'

PPG NUMBER: 30.3

PAGE: 2 of 2

DATE OF ISSUE: 06/23/2015

APPROVED BY:



Board Chair

POLICY:

Purpose

To establish a policy for East County Fire and Rescue (ECFR) incident response into areas that are not part of any fire district; or are not in an area that has an established mutual aid agreement with the District – herein referred to as 'No District Areas'.

Overview

While ECFR's purpose is to save lives and property, and to mitigate hazards, the District is first obligated to the residents of ECFR and will, as a matter of practice, prioritize its response to them.

ECFR has mutual aid agreements with all of the fire jurisdictions within Clark County, Skamania County Fire District 4, and the Department of Natural Resources (DNR). NOTE: The agreement with DNR is for fire suppression only and does not include Emergency Medical (EMS) response. Nothing in this policy is intended to overrule or otherwise alter these agreements.

ECFR will respond with appropriate resources at their disposal whenever there is an imminent life hazard or a confirmed life threat reported.

Response Policy

Fire Response into 'No District' Areas

All fire response to No District areas will be defensive in nature. That is, crews will take actions to prevent the fire from spreading to neighboring structures or property but will not engage in any interior structure firefighting. If called as initial response into an area that is not covered by any fire jurisdiction ECFR will respond with enough apparatus (typically one unit) to investigate and determine if additional units are needed to keep the fire from spreading or to protect lives.

EMS Response into 'No District' Areas and DNR Lands

ECFR will respond with appropriate resources at their disposal whenever there is an imminent life hazard or a confirmed life threat reported. That is, ECFR will utilize its normal response protocols for all priority one and two medical incidents. However, ECFR will not respond to priority three or lower EMS calls into these areas.

Billing for Services

ECFR reserves the right to bill for any and all response to No District areas. Fees for apparatus response will be billed by using the most current adopted Recommended Rate Schedule of the Washington State Association of Fire Chiefs. Fees for responding personnel and any related backfill will be according to the ECFR wage scale.

I think the letter and the policy support the District pursuing cost recovery from the affected homeowner under RCW 52.12.111.

Even without the notice and the Resolution, since 2012, the District has had statutory authority to recover the costs of a response to out of district property subject to the following restrictions:

RCW 52.12.160

(3) In the absence of a written contractual agreement, a fire protection service agency may initiate firefighting services on unprotected land outside its fire protection jurisdiction in the following instances: (a) Service was specifically requested by a landowner or other fire service protection agency; (b) service could reasonably be believed to prevent the spread of a fire onto lands protected by the agency; or (c) service could reasonably be believed to substantially mitigate the risk of harm to life or property by preventing the spread of a fire onto other unprotected lands.

(4)(a) The property owner or owners shall reimburse an agency initiating firefighting services on unprotected land outside its fire protection jurisdiction for actual costs that are incurred that are proportionate to the fire itself. Cost recovery is based upon the Washington fire chiefs standardized fire service fee schedule.

(b) If a property owner fails to pay or defaults in payment to an agency for services rendered, the agency is entitled to pursue payment through the collections process outlined in RCW 19.16.500 or through initiation of court action.

Please note the three restrictions in Section 3. If your specific response met one or more of these conditions, then you would be in the best position to seek recovery under RCW 52.12.160. If there is a question as to whether the specific response met one or more of those conditions, you may want to proceed under the more general RCW 52.12.111, although a property owner could argue that the specific provisions of RCW 52.12.160 still apply.

Structure Fire
2101 NE 375 Ave.
8/19/2017

Apparatus

Engine 91	\$931.00
Engine 94	\$931.00
Tender 91	\$595.00
Tender 93 (w/operator)	\$785.00
Tender 95 (w/operator)	\$785.00
Unit 93	\$32.00
Apparatus Total	\$4,059.00

Personnel Cost \$782.56

Invoice Total \$4,841.56

Personnel	Apparatus	Start Time	End Time	Rekindle	
				Start Time	End Time
Allen, Zach	E94	5:15	10:00		
Burch, Danny	Other	7:00	10:00	15:40	16:00
Crum, Tad	T95	5:15	---		
Grable, Ryan	E94	5:15	10:00		
Phelps, Bailey	Other	7:00	10:00		
Hazlett, Matt	T91	5:15	8:30		
Jacobs, Robert	T93	5:15	---		
Richardson, Eddie	E91	5:15	---		
Troutman, James	E91	5:15	8:00		
VanNess, Joel	E91	5:15	---		

INTERLOCAL AGREEMENT FOR FIRE CHIEF ADMINISTRATION AND MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the CITY OF CAMAS, a Washington municipal corporation (the "City") and EAST COUNTY FIRE AND RESCUE, a Washington municipal corporation, (the "District").

WHEREAS, the City of Camas and East County Fire and Rescue want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services; and,

WHEREAS, the City of Camas and East County Fire and Rescue may desire to functionally consolidate the operations of their fire departments within a time frame to be determined; and,

WHEREAS, the City of Camas and East County Fire and Rescue since 1978 have maintained a close partnership providing for ambulance transport services and sharing of resources; and,

WHEREAS, the City of Camas and East County Fire and Rescue are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an inter-local cooperation agreement which allows the City of Camas and East County Fire and Rescue 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 of Camas and East County Fire and Rescue hereto agree as follows:

Section 1. Definitions

1.1 Definitions. The following definitions shall apply throughout this Agreement.

1. District: East County Fire and Rescue
2. District Personnel: Employees of the District working within the District.
3. City: The City of Camas
4. CWFD: Camas-Washougal Fire Department
5. Fire Chief: The Fire Chief of the Camas-Washougal Fire Department
6. Commission/Commissioners: The Board of Commissioners of East County Fire and Rescue

Section 2. Services Provided

2.1 Services provided by the City. The City agrees to provide administrative and management services to the District by utilizing the City Fire Chief via a contractual basis to provide those services that are reasonably necessary to assist the District with administrative functions for the District, including budget development, financial management, personnel management, and collective bargaining.

2.1.1 The Fire Chief shall provide those services necessary to direct, control and support District operations including, but not limited to, fire suppression, fire protection and prevention, hazardous material response, rescue response, and basic life support emergency medical services.

2.1.2 The Fire Chief, while remaining an employee of the City, shall be the designated District Fire Chief for purposes of statutes and District rules or codes.

2.1.3 The District shall be responsible for and shall continue to provide Deputy Chief services, as well as all accounting, payroll and human resources support for the District unless otherwise mutually agreed between the District and City.

2.1.4 All volunteer firefighters of the District and City shall provide services as directed by the Fire Chief and officers. Unless specifically designated, no rule regarding the volunteer organization, funding, duties, or operations, shall be modified by this Agreement without action taken by each respective department.

2.1.5 All income received by each entity regardless of source including, without limitation, property taxes, fees, donations, grants, or other forms of revenue, shall belong to each organization respectively upon its receipt by that agency without claim by the other organization. This provision shall not apply to the Three Party EMS Agreement.

2.1.6 All other costs and expenses of providing fire protection, emergency response, and emergency medical services and transport, to the extent not described in this document, shall remain the responsibility of each respective Department. This provision shall not apply to the Three Party EMS Agreement.

Section 3. Employment

3.1 Fire Chief Position Cost Sharing. During the term of this agreement, the City and the District will share the salary and associated benefits for the Fire Chief as described in Exhibit "B."

3.2 Invoicing and Payment. The City shall be solely responsible for paying all salary and benefits to the Chief. The City shall invoice the District for the amount identified in Section 3.1 on an equal monthly basis, or as otherwise agreed by the parties.

3.3 Employment Status of Fire Chief. The Fire Chief shall be an employee of City and shall not be an employee of District. For purposes of workers' compensation coverage and employer immunities, the Fire Chief shall be considered as an employee of the District that the Fire Chief is working for at the time an injury is incurred. The Fire Chief shall document the Fire Chief's consent to this arrangement by executing the consent form attached as Exhibit A.

3.4 Supervision and Assignment of District Personnel. District Personnel shall be supervised and be under the direction and control of the Deputy Fire Chief of the District who will report to the Fire Chief in the performance of their duties. The job duties of such personnel shall not change. Work

provided and directed by the personnel, and directed by the Fire Chief, shall be consistent with each member entity's current collective bargaining agreement.

3.5 Indemnification Regarding District Personnel Claims. The District shall indemnify, defend and hold the City harmless from any and all demands, claims or actions by District Personnel, which arise out of, or relate to, events that occurred prior to the effective date of this Agreement.

3.6 Authority and Responsibility of the Fire Chief. Subject to the terms of this Agreement, the Fire Chief shall have management authority over the District and District Personnel through the Deputy Chief of the District, including but not limited to the following:

- a.) Day to day operations
- b.) Employee assignments and job duties
- c.) Staffing
- d.) Station apparatus assignment
- e.) Allocation of resources
- f.) Personnel management including discipline in accordance with District policy, procedure, and collective bargaining agreements.
- g.) Development and implementation of the District fire budget with expenditure authority consistent with District policy and procedure.
- h.) Implementation of policies and procedures.
- i.) All duties and responsibilities of the District's Fire Chief as set forth in District job descriptions, policies and procedures which may be changed from time to time in the sole discretion of the District Board of Commissioners. Further roles and responsibilities of the Fire Chief will be contained in Exhibit "B" of this document.

Section 4. Reporting and Representation

4.1 Oversight. The City and the District shall consult with each other at regular intervals with respect to the provision of Services under the terms and conditions of this Agreement. The elected officials or designated representatives of the City and the District shall meet at least monthly to review this agreement and discuss any necessary amendments to this Agreement.

4.2 Reporting. The Fire Chief shall report to the District Commissioners with respect to the operations of ECFR. The Commissioners and Fire Chief will develop regular reporting procedures. The Fire Chief or designee will provide periodic reports as directed by the District Board of Commissioners and attend District staff, Board and other meetings as deemed necessary by the

Commission.

4.3 Personnel Action. In the event the Fire Chief proposes to take a personnel action reasonably likely to result in a grievance, respond to a grievance, or obligate District funds for a purpose not reasonably anticipated in the District's budget, the Fire Chief must obtain the Commissioner's timely written approval prior to taking such action.

4.4 Representation. The City may represent the District on intergovernmental boards or on matters involving the District when requested by the Commission. The District reserves the right to represent itself in any matter in which the interests of the District and the City are not mutual.

Section 5. Assessment of Proceeding to Full Functional Consolidation

5.1 Assessment. It is the intent of the parties to assess the effectiveness of this Agreement to determine the viability of future collaboration and partnership between the parties. The viability of future full functional consolidation will be measured by value-added service delivery, community acceptance, efficiency and cost effectiveness.

Section 6. Term of the Agreement

6.1 Term. This Agreement shall be effective on November 1, 2016 and will continue for a one year trial period, unless terminated earlier as provided herein or extended by mutual agreement of the parties.

6.2 Termination. This Agreement may be terminated by mutual agreement of the parties at any time. Either party may terminate this agreement for any reason on sixty (60) days written notice to the other unless it is mutually agreed to terminate the agreement earlier.

Section 7. District and City Are Independent Governments

7.1 District and City are Independent Governments. The parties hereto 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 City shall have the sole discretion and the obligation to determine the exact method by which the Services are provided within the geographical boundaries of the City and the District.

Section 8. Liability and Insurance

8.1 Hold Harmless Regarding Employment Claims. The District agrees to hold harmless the City, its officers, officials, employees and volunteers from any and all claims, lawsuits, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of personnel or employment claims and/or related lawsuits brought by District's employees which arise out of, or

relate to, events that occurred during the effective term of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8.2 Hold Harmless. The District shall defend, indemnify, and hold harmless the City, its elected officials, officers, volunteers and employees from any and all claims, injuries, damages, losses, or suits, including attorney's fees arising out of or in connection with performance of this Agreement, except for injuries and/or damages caused solely by the City's gross negligence or intentional acts of the party or its employees or officers.

8.3 Insurance. Upon request, District shall provide City, within five (5) business days, with evidence of general liability insurance in form and amounts reasonably acceptable to City. The insurance requirement of the City shall be fulfilled by the City's membership and coverage in WCIA, a self-insured municipal insurance pool.

Section 9. Dispute Resolution

9.1 The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 11. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.

9.2 If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

9.3 In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

Section 10. Filing of Agreement

10.1 This Agreement shall be filed with the city clerk of Camas, with the county auditor, or, alternatively, listed by subject on the public agency's web site or other electronically retrievable public source.

Section 11. Notices

11.1 All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class mail postage prepaid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

11.2 Notice to Camas shall be sent to:

Camas City Administrator
616 NE 4th Avenue
Camas, WA 98607

11.3 Notice to District shall be sent to:

East County Fire and Rescue
600 NE 267th Avenue
Camas WA 98607

Section 12. Compliance with Laws

12.1 The Parties shall comply with all applicable state, federal, and local laws in carrying out the terms of this Agreement.

Section 13. Modification

13.1 No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, and signed, by both Parties.

Section 14. Interpretation

14.1 This Agreement is and shall be deemed jointly drafted and written by both Parties.

Section 15. Laws and Venue

15.1 The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

Section 16. Property Ownership.

16.1 This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

EXHIBIT B
 City of Camas / ECFR
 Fire Chief Sharing Proposal

Personnel	Hours per Month	Hourly Rate	Total Cost
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Fire Chief

Coordination with Deputy Chief	6.5	\$80.05	\$520.33
Attend commission meetings as necessary	4	\$80.05	\$320.20
ECFR Officers Meeting	2	\$80.05	\$160.10
Station 91 on site hours	8	\$80.05	\$640.40
Emergency Response	5	\$80.05	\$400.25
Miscellaneous Duties	8	\$80.05	\$640.40
Labor Subtotal	37.5		\$2,681.68

Miscellaneous Expenses

\$318.32

TOTAL

\$3,000.00

EXHIBIT A

Workers Compensation Relationship Consent

I, _____, acknowledge that, when I am performing Fire Chief services for _____ pursuant to the Interlocal Agreement between _____ and _____, for purposes of workers compensation coverage, _____ shall be considered my employer when I am working under the control and direction of _____ officials.

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Board of Commissioners

PPG NUMBER: 00.1

PAGE: 1 of 1

DATE OF ISSUE: 5-15-07

REVISED : 6-07-11

APPROVED BY: _____

Board Chair

REVIEWED: 09-05-2017 BY: Board

POLICY:

It is the policy of the Board of Commissioners of East County Fire & Rescue, Clark County, Washington, that the members of the Board will be guided in the performance of their duties by the *Commissioner's Handbook* published by the WFCA, attached herein. (See attachment A)

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

SUBJECT: Compensation for Commissioners

PPG NUMBER: 00.1.2

DATE OF ISSUE: 11-06-2007

REVISED: 09-05-2017

APPROVED BY: _____ **REVIEWED:** _____ **BY:** _____
Board Chair

POLICY:

1. **Commissioner Compensation.** Commissioners may be compensated per RCW 52.14.010 for each day or portion of a day in actual attendance at official Board meetings or when performing other services or duties for the District. It is the function of the Board to approve the services that any Commissioner is authorized to perform for the District. Commissioners of the District may be entitled to receive the full amount of per diem compensation authorized by statute for the following activities (depending upon budgetary constraints):
 - 1.1. Actual attendance at all regular and special meetings of the Board.
 - 1.2. Attendance at regular Fire Commissioners Association meetings and at meetings of the Board of Directors of the Association if the Commissioner is a member of the Board.
 - 1.3. Attendance at Washington Fire Commissioners Association meetings, conferences and seminars.
 - 1.4. Attendance at Fire District related seminars and educational classes.
 - 1.5. Attendance at Fire District open house functions.
 - 1.6. Attendance at other Fire District related activities approved by the Board of Commissioners.
 - 1.7. Travel time when a separate day of travel is required because of the location and scheduling of the activity.
2. **Commissioner Expense Reimbursement.** In addition to the allowance provided above, Commissioners shall receive reimbursement of reasonable expenses incurred in attending activities, meetings and events held outside of the District pursuant to District policy **90.5.3; Travel Expense Policy**
3. The Board will set a budget amount annually for Commissioners' compensation not to exceed the limits set forth in RCW 52.14.010.
4. Any commissioner may waive all or any portion of his or her compensation payable under this section as to any month or months during his or her term of office, by a written waiver filed with the secretary as provided in this section. The waiver, to be effective, must be filed any time after the commissioner's election and prior to the date on which the compensation would be otherwise paid. The waiver shall specify the month or period of months for which it is made.
5. The Board of Commissioners reserves the right to amend or cancel this policy when—and if—the financial condition of the District improves to a point that is acceptable to the Board.

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

**SUBJECT: BOARD OF COMMISSIONERS GOVERNING RULES
ETHICS POLICY**

PPG NUMBER: 00.1.3

DATE OF ISSUE: 10-01-2013

REVISED: 09-05-2017

APPROVED BY: _____ REVIEWED: _____ BY: _____

Board Chair

POLICY:

The legislative body of the Fire Protection District is the Board of Commissioners authorized and created under Title 52 RCW. The Board of Commissioners has the statutory obligation to manage the affairs of the District and is responsible to establish all District policies.

- 1. Statutory Power and Authority.** The Board of Commissioners possesses the powers and authority as set forth in Title 52 RCW and other applicable provisions of the Revised Code of Washington.
- 2. Organization.** The Board of Commissioners, at its first regular meeting in January of each year, shall elect a chair and a vice-chair. The vice-chair shall perform the duties of the chair in the absence of the chair.
- 3. Participation of Commissioners.** Each Commissioner is an elected representative of the residents of the Fire Protection District. Commissioners are entitled to vote on all matters coming before the Board of Commissioners and to make and second motions regardless of whether the Commissioner is serving as chair. Commissioners shall, however, be governed by the provisions of chapter 42.23 RCW in respect to any matter in which the Commissioner may have a conflict of interest.
- 4. Actions of the Board.** RCW 52.14.010 provides that the Board of Commissioners of the Fire Protection District is the legislative body of the District. Chapter 42.30 RCW, the Open Public Meetings Act, and RCW 52.14.100 provide that actions of the Board of Commissioners may only take place at meetings authorized by statute. Individual Commissioners do not have authority to manage or direct the affairs of the District or bind the District to financial or contractual obligations. Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by action of the Board. The principal executive and administrative officer of the District is the Chief who has the responsibility for the management of the daily affairs of the District, for the supervision of District personnel and for the establishment of a chain of command to carry out such supervision. Commissioners are encouraged to become familiar with the District operations and to meet the paid and

volunteer personnel of the District. It is a policy of the District, however, that individual Commissioners shall not supervise, direct or discipline District personnel. In the event a Commissioner shall be dissatisfied with the operation or any action of the District or its personnel, the Commissioner shall bring such dissatisfaction to the attention of the Board at a meeting of the Board.

5. **Authority of Chair.** The Chair of the Board shall have the authority specifically granted by statute and such further authority as may be granted from time to time by action of the Board of Commissioners.
6. **Communications with Consultants.** The Chief and the Chair or other designated commissioners have authority to contact District consultants (attorney, accountant, engineers, architects, etc.) on an as needed basis without prior approval by the Board. Individual commissioners, absent delegation from the Board or an emergency situation, do not have authority to directly communicate with District consultants without prior approval of the Board.
7. **Schedule of Meetings.**
 - 7.1. **Regular meetings.** Regular meetings of the Board of Commissioners shall be held each month, pursuant to a schedule established by resolution of the Board. Meetings of the Board will be held at the Fire District Headquarters Station, or at such other place as the Board may direct from time to time. All regular meetings shall be conducted in conformance with the laws of the state of Washington governing meetings.
 - 7.2. **Special meeting.** The chair or any three members of the Board may call a special meeting at any time. Not less than twenty-four hours before any special meeting, the secretary shall notify each member of the board by written notice of the time, place, and the business to be transacted at the meeting. The notice shall be distributed and posted in accordance with the laws of the state governing such meetings. The presence of a Commissioner at the meeting or the Commissioner's written waiver of notice filed with the secretary shall constitute a waiver of receiving written notice of the meeting. When the meeting is called to address an emergency involving injury or damage, or the likelihood of injury or damage, to persons or property, and the time requirements for notice provided for above would be impractical and increase the likelihood of the injury or damage, the required notice may be dispensed with and the secretary shall notify each member of the Board by the best means possible under the circumstances.
 - 7.3. **Notice of agenda for regular meeting.** Not less than four days before any regular meeting, the secretary shall email or utilize other technology to send each member of the Board a reminder of the regular meeting and a preliminary agenda setting forth the matters which are to be considered at the meeting.
 - 7.4. **Addenda to the agenda at regular or special meetings.** Addenda to the agenda of either a regular or a special meeting may be permitted at the commencement of or during the meeting, except that final action shall not be taken on items added to the agenda of a special meeting unless notice, as required by applicable law, has been given.

- 7.5. **Quorum.** A majority of the entire Board shall be necessary to constitute a quorum at all regular meetings and special meetings.
8. **Excused Absence.** The Board of Commissioners may grant permission for a Commissioner to be absent from a scheduled meeting of the Board.
9. **Access to District Records.** Except as provided below, each Commissioner shall have access to District records during regular business hours of the District; provided, that the review or examination of the records shall not interfere with the normal operation of the District office personnel. Commissioners shall not remove original District records from the District station. Copies will be provided promptly, provided the copying shall not unduly interfere with normal operations of the administrative personnel.
- 9.1. Access to confidential records will not be provided without prior approval of the Board.
- 9.2. District records and information obtained from District records may not be used by Commissioners for non-District business nor disclosed to unauthorized persons.
10. **District Information.** Commissioners may not use District information, particularly confidential information, for individual gain or to promote the interest of any individual, group of individuals or entity. Commissioners have the duty to protect the confidentiality of privileged and private District records and information. The unauthorized disclosure of confidential records or information is a violation of this responsibility. The Board, not an individual Commissioner, has the authority to disclose information or records of the District. This restriction also applies when the District is involved in any type of contract negotiations, disciplinary procedures or other District business transactions.
11. **Personal Liability Protection.** The Commissioners shall be included as named insureds on all applicable District insurance policies. In the event a Commissioner shall be individually named as a defendant in any litigation arising out of the performance by the Commissioner of District business and the District's insurance carrier shall deny coverage and refuse to provide defense to the action, the District shall provide the Commissioner with defense coverage and liability protection subject to the following conditions:
- 11.1. The cause of action must have arisen as a result of the action or non-action of the Commissioner while acting within the scope and authority of the office of Commissioner.
- 11.2. The cause of action must not have arisen as a result of intentional, willful, or criminal conduct of the Commissioner.
12. **Liability Protection Procedure.** The following procedure shall be used to determine if the District shall provide the defense and liability coverage for a Commissioner under the District policy.
- 12.1. The matter shall be referred to the District's attorney for investigation and review.
- 12.2. The District's attorney shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Commissioner.

12.3. The District's attorney shall report to the Board of Commissioners in writing the results of the investigation and research. A copy of the report shall be furnished to each Commissioner under the attorney-client communication privilege.

The Board of Commissioners shall make the final determination based on the report and investigation of the attorney.

13. Ethics:

13.1. Purpose. The District and its Board of Commissioners find that the proper operation of a fire district, as a taxpayer-supported public entity, requires that public officers, and particularly elected officials primarily responsible for the lawful management of the municipal corporation, be ethical, independent, impartial and responsible to the people, as fiduciaries. This policy is limited in scope; it only applies to the elected Board of Commissioners of East County Fire & Rescue.

13.2. Policy. The policy of the District is that this Ethics Policy shall be strictly adhered to, and that it shall be interpreted liberally so as to accomplish its purpose. The goal of the District is to establish and maintain the highest ethical standards for its leaders, so that they may establish an example for all district employees and members to emulate. The expectations of the Board and the District shall be that the prohibitions contained in paragraph 4 will always be honored and that the recommendations contained in paragraph 5 will be aspired to, and achieved whenever feasible.

13.3. Definitions. The following terms or words shall have the following meanings, throughout this ethics policy:

13.3.1. Major Infraction: A major infraction means and includes misfeasance, malfeasance, violation of the oath of office, violation of the Washington State or U.S. Constitution or a state statute or any other offense listed in paragraph 4 that involves honesty or integrity.

13.3.2. Minor Infraction: A minor infraction means any ethics code violation found by an investigative committee, but not deemed to be major.

13.3.3. Misfeasance: Misfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, misfeasance means the performance of a duty in an improper manner or with the appearance of impropriety.

13.3.4. Malfeasance: Malfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, malfeasance means the commission of an unlawful act.

13.3.5. Violation of oath of office: This term is also defined by statute, and means the neglect or willful failure of an elected public official to perform faithfully the duties imposed by law. Violation of a statute, particularly one that prescribes a

duty for a fire commissioner, would be an example of a violation of the oath of office.

13.4. Prohibited Conduct- A Commissioner Shall Not:

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

- 13.4.10. Use the facilities, personnel or resources of the district to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to RCW 42.17.130.
- 13.4.11. Participate, by voting or otherwise, in any issue that comes before the Board of Commissioners, when the commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
- 13.4.12. Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of fire commissioner, if concurrently serving as a fire commissioner.

13.5. Recommended Conduct - At All times a Commissioner Should:

- 13.5.1. Respect and comply with the law.
- 13.5.2. Act at all times in a manner that promotes public confidence in the office of fire commissioner.
- 13.5.3. Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.
- 13.5.4. Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
- 13.5.5. Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
- 13.5.6. Have the courage to do what is right and stand up for those without power or authority.
- 13.5.7. Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
- 13.5.8. Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
- 13.5.9. Lead by example.
- 13.5.10. Never forget that public office requires public trust and confidence.

13.6. Exceptions.

- 13.6.1. A commissioner is allowed by state statute to be financially involved in a contract with the fire district, so long as payment to the commissioner or his/her business does not exceed \$1,500.00 in any calendar month, provided that such commissioner shall not vote on any such contract in which he/she is beneficially

interested. Moreover, such interest shall be disclosed to the governing body and noted in the minutes before formation of the contract.

13.6.2. A commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).

13.6.3. A commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of a mere employee of a contracting party, where the compensation of that employee (commissioner) consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a commissioner who attempts to influence, or does influence other district officers with respect to entering into the contract.

13.7. Complaints. All complaints or requests for investigation of an alleged violation of this policy shall be in writing and signed by the complainant. Complaints shall be brought to the Chief for Board action. If the complaint involves the Chief, that complaint shall be brought to the Board Chair.

16. WFCA Handbook. The Washington Fire Commissioners Association (WFCA) Handbook is included in this policy by reference.

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Electronic Communication Systems Policy

PPG NUMBER: 00.2

PAGE: 1 of 3

DATE OF ISSUE: 06-05-07

APPROVED BY: _____ REVIEWED: 09-05-2017 BY: Board
Board Chair

POLICY:

Electronic communications, including the contents of East County Fire & Rescue owned computers and telephones are the property of the District. This policy is meant to set forth guidelines regarding access to and disclosure of information or messages sent or received by East County Fire & Rescue members using the system. This policy may be changed at any time. The Internet, electronic mail (e-mail), phone mail or any other communication or information system of East County Fire & Rescue is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. All personnel will acknowledge their understanding of this policy by signing form 00.2a shown at tab a.

Generally: East County Fire & Rescue treats all computer files, including e-mail sent or received, as District-related information. The District has the capability and reserves the right, with or without notice, to access, monitor, review, copy, and/or delete any computer files, including e-mail sent or received, and all web site communications and/or transactions. If members make incidental use of the computer system for personal files or e-mail, members should not expect personal files or e-mail to be protected from review by the District. Accordingly, members should not use computer systems to create or transmit any information they wish to keep private.

Use of the computer system to engage in any communications that are in violation of this or any East County Fire & Rescue policy is strictly prohibited. East County Fire & Rescue prohibits the display or transmission of sexually explicit images, messages, cartoons, or any transmission or use of communications that contain profane or offensive language, ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, national origin, gender, age, sexual orientation, disability, religion or political beliefs.

East County Fire & Rescue computer systems shall not be used to solicit for commercial ventures, religious or political causes, or outside organizations that are not authorized by the District.

Members are prohibited from installing personal computer games (i.e., video games) on District owned computer systems or playing same in station areas visible to customers (the public).

Software: East County Fire & Rescue prohibits the unauthorized use of software. The District expects its members to conduct themselves responsibly in this regard. Members should refrain from making or using unauthorized copies of software programs.

Termination: Upon voluntary or involuntary termination of service with the District, members may not take any computer-related programs, files, or materials for personal possession. Again, all computer-related materials are the property of East County Fire & Rescue. Upon termination, East County Fire & Rescue may shut off the former member's access to District computer systems.

Violators of this policy are subject to disciplinary action, up to and including discharge, for any violation committed.

ELECTRONIC COMMUNICATION SYSTEMS

MEMBER ACKNOWLEDGEMENT FORM

I understand that all electronic communications systems and all information transmitted by, received from, or stored in these systems are the property of EAST COUNTY FIRE & RESCUE. I also understand that these systems are to be used primarily for District-related purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I agree not to use a code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to EAST COUNTY FIRE & RESCUE monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in these systems, tracking Internet usage, and listening to my voicemail messages in the ordinary course of operations.

Name of Member [Please print]

Member's Signature

Date

Name of District Witness [Please print]

Signature of Witness

Date

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

SUBJECT: Internet and Computer Use Policy

PPG NUMBER: 00.3

PAGE: 1 of 2

DATE OF ISSUE: 07-17-07

APPROVED BY: _____ **REVIEWED: 09-05-2017** **BY: Board**
Board Chair

POLICY:

The purpose of this policy is to delineate policies and procedures related to electronic communication acquisition and use by District officials, employees and volunteers.

District computer systems shall include but not be limited to, portable lap tops, personal workstations, server stations, phone lines, data lines, hardware, and all software purchased and owned by the District.

Computer Usage:

As a District official, employee or volunteer, you are likely to use computers extensively in duties and tasks related to the agency. In order to protect the agencies computer systems from viruses and ensure that the software used is compatible with the agencies computers only software acquired or approved by a department head may be installed on District computers. Before installing any software not acquired by the department, you must gain approval from the Chief or his designee, or the Information Technology manager.

Electronic Mail:

All electronic media should be professional and business-like. All E-Mail should be viewed as public communications and this media should only be used in a manner that would not be considered inappropriate in the workplace. Some examples of inappropriate communications would be ones that are sexual in nature, racial comments, religious or political solicitations, insubordinate comments or comments which violate confidentiality.

Internet Access:

The Internet provides a valuable tool for research, interaction, communication, and delivery of services.

Except as permitted herein for personal use, all approved internet usage within the department shall be relevant to the job which the user is expected to perform for the agency and to enhance the value, knowledge, or productivity of that job.

Acceptable business use of the Internet will vary depending upon the nature of the employee's job. The following is a list of steps the department may take to limit or monitor employees' access to the Internet;

1. The agency reserves the right to monitor and block access to all inappropriate Internet sites.
2. The agency reserves the right to inspect any and all files stored in public or private areas of the agencies computers and networks to assure compliance with this policy.
3. No software or file downloads via the Internet into the agencies computers without prior approval. The downloads will then become property of the district.

Personal Use:

Personal use of the Internet is acceptable. Employees may use their Internet facilities for non-business research or browsing during mealtime or other breaks, or outside of work hours, provided that all other usage policies are adhered to.

Expectation of No Privacy:

Employees should have no expectation of privacy, both internally and externally. Remember, all activities are traceable; E-mail or any Internet usage can be compared to sending a postcard through postal mail. Send only information you would not expect others to find objectionable.

The agency administration has the absolute right to examine all the electronic transactions at anytime similar to its rights to examine other aspects of an employee's job. While this does not imply management will look at Internet access files or information, the right to do so is reserved.

The agency will comply with reasonable requests from law enforcement agencies for logs, diaries and archives on individuals' Internet activities.

File Downloads:

No files will be downloaded with out prior approval. Files that are downloaded from the Internet may have viruses that may cause damage to the agencies computers. Users are advised to use caution when downloading files. This includes ensuring files originate from professional sites and downloading files needed in your course of work. All agency computers should be installed with virus protection software and all downloaded files should be scanned to prevent infection by harmful viruses. Also any executable files should not be downloaded with out Chief or his designee approval

Offensive Material:

The Internet has representations on it of all types of interests, business, education and discussions that occur in a worldwide society. It is possible to accidentally venture into material which you or others may find personally offensive or which violates laws. If that occurs you are expected to immediately back out of such a site and return to acceptable uses of the Internet per this policy.

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

SUBJECT: Preservation and Destruction of Public Records

PPG NUMBER: 00.4

PAGE: 1 of 2

DATE OF ISSUE: 10-4-11

REVISED: 09-05-2017

APPROVED BY _____

Board Chair

REVIEWED:

BY:

East County Fire and Rescue complies with the record keeping requirements of WAC 44-14-03005 and RCW 40.14.

Archival Records

Commissioner Meeting Minutes and Resolutions are Permanent Records that the district is required to retain as "Essential", and are not to be destroyed.

- On a yearly basis, Permanent Records will be boxed and labeled according to the requirements of the Washington State Archives, and delivered to the Southwest Washington Regional Office (or similar agency), where they will be microfilmed and forwarded to State Archives in Olympia for permanent storage.
- A disc (or similar storage device) will be generated, and sent to East County Fire and Rescue to retain on an external hard drive for electronic access.
- State Auditor's Examination and Final Report of Audit findings.

Volunteer/Employee Files

Personnel files are official records. As such, they should be well organized and properly stored.

- Only designated staff should put things in the employee file or remove them.
- Supervisors should send all personnel documents to the designated administrative staff for filing.
- Computer and electronic records are official business records and are subject to this policy.
- The files will be audited on a yearly basis.

Personnel Files - The retention period for most documents is termination of employment, plus 6 years per DAN (*Disposition Authority Number*) GS50-04B-06. **East County Fire and Rescue will follow "Best Practice" and retain these records for 10 years.**

- Per "Best Practice" the following documents will be extracted from the Employee file 10 years after date of termination, or withdrawal, of employment, and shredded per our policy;
 - Application for Employment
 - Employment Test
 - Requests for Leave/Overtime
 - Employee Conduct Reports
 - Performance Evaluation
 - Employee Awards
 - Criminal History and Background Check
 - Direct Payroll Deposit Authorization

- Any other documents that do not have a specified retention value.

Medical Records - The retention period is termination of employment, plus 30 years per DAN GS50-04B-30. These records should be stored separately. Medical records include the following documents;

- On-the-job exposure to hazardous material
- Respirator Testing
- Workman's Compensation and Board for Volunteer Fire Fighters incident paperwork (30 years past date of injury/illness)

Retirement - If the employee's individual pay history is used for retirement verification, it has a retention of 60 years, if not, only 3 years per DAN GS50-03E-15.

- The following document(s) will be kept in the Employees file for retirement verification purposes;
 - Personnel Action Form(s)
 - ECFR Form "Confirmation of Original Start Date"
 - Employees Individual pay history (Retain 60 years if used for retirement verification, 3 if not (DAN GS50-03E-15)
 - Board for Volunteer Fire Fighters enrollment paperwork

Other Agency documentation such as Financial /Accounting and Operations - Documents relating to financial records of East County Fire and Rescue, transactions concerning assets, liabilities, and performance of the local government agency. East County Fire and Rescue will comply with the record keeping requirements of WAC 44-14-03005 and RCW 40.14.

**Vehicle Service Records are kept for the life of the vehicle or until East County Fire and Rescue disposes of said property.*

Disposition of Records

East County Fire and Rescue will follow the *Local Government General Records Retention Schedule*.

- Records that have met their minimum retention requirements are eligible for destruction.
- At the end of each year, any box labeled for destruction will be gathered, and contents listed on the Destruction Authorization Form (attachment A).
- Arrangements will be made with Records Management at Clark County (or other service that is most affordable at the time) to transfer the boxes for destruction.
- When destruction is completed by the vendor, a Destruction Certificate will be sent to East County Fire and Rescue as notification.
- These Certifications and any supporting documents will be kept and maintained by the Agency designated Records Retention Specialist.

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

SUBJECT: Awards Banquet Policy

PPG NUMBER: 00.5

PAGE: 1 of 1

DATE OF ISSUE: 5-15-07

REVISED: 09-05-2017

APPROVED BY: _____ **REVIEWED:** _____ **BY:** _____
Board Chair

POLICY:

The Fire District utilizes the Annual Awards Banquet to recognize the achievements of agency personnel, to thank members for their service to the community, and to encourage continued/improved service to their District.

Awards and Plaques:

The District purchases and utilizes awards and plaques (similar to these) to recognize the achievements of agency personnel:

- Fire Fighter of the Year
- Rookie of the Year
- Captain of the Year
- Most Improved Member
- Customer Service Award
- Volunteer of the Year
- Best Call Attendance
- Best Drill Attendance
- Cadet of the Year
- Best Attitude
- Emergency Response Team Member of the Year
- Others, as approved by the Fire Chief

Recognition:

The District purchases and utilizes various items to recognize the achievements of members (i.e. year-of-service pins, certificates, hats, agency emblem items, etc).

Decorations:

The District purchases and utilizes various decorations to support the theme of an Awards Banquet, which adds to the formal nature of these proceedings.

Meals:

The District purchases meals for the volunteers, agency staff and commissioners. All guests must pay for their own meals. A sign in sheet reflecting all attendees must be recorded and filed.

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Flag Etiquette

PPG NUMBER: 00.6

PAGE: 1 of 1

DATE OF ISSUE: 7-17-2007

APPROVED BY: _____ **REVIEWED: 09-05-2017 BY: Board**
Board Chair

POLICY:

It shall be the policy of the East County Fire and Rescue District to fly the United States Flag, and the Washington State Flag, here after referred as "The Colors," each day in accordance with the references contained herein.

The "Colors" shall fly between sunrise and sunset at the headquarters station, and each station staffed. (The duty Chief and/or duty Officer may choose not to raise the "Colors" during extreme inclement weather.)

The "Colors" may be flown after sunset if appropriate lighting is provided.

HONORS:

It shall be the policy of the East County Fire and Rescue District to fly "Colors" at half staff when so ordered by executive order of the President, or Governor of the State, or in the event of the death of any member of the District in the line of duty.

The chairman or Fire chief may order all District Flags to fly at half staff on the day of death (or notification) and the day of any service honoring the person's memory, or for a period to be determined not to exceed thirty days.

This honor may also be ordered for any current, or past: Commissioners, Chiefs, Officers, Firefighters, Paramedics, Emergency Medical Techs, Fire Corps, and/or administrative members of the District to honor their memory.

On Memorial Day, the "Colors" shall be flown at half staff until noon, and then raised to full staff until lowered for the day.

In accordance with the references the "Colors", when flown at half staff, it first should be hoisted to the peak for an instant, and then lowered to the half staff position. The "Colors" should be again raised to the peak before it is lowered for the day at sunset.

Reference: a 36 U.S. Code, Sections 171-178 (Flag Code)
Reference b. RCW 1.20.015

EAST COUNTY FIRE & RESCUE

Policies, Procedures, and Guidelines

SUBJECT: Health & Wellness Incentive Policy SUSPENDED: 09-05-2017
PPG NUMBER: 10.2.2 PAGE: 1 of 1 DATE OF ISSUE: 02-16-10

APPROVED BY: _____ REVIEWED: _____ BY: _____
Board Chair

POLICY:

It is the policy of the Board of Commissioners of East County Fire & Rescue to support the health and well-being of the District personnel in an effort to reduce injuries and deaths associated with the strenuous tasks required of Fire Fighters, EMS Personnel and other members of the Fire Service. The Board desires to encourage all ECFR members to remain healthy and in good physical condition for the benefit of this Agency, our Community, and for their families. To that end, the Board authorizes the Fire Chief to develop a Health and Wellness Program, budget for and expend funds in connection with this program, and to provide controls, incentives and awards

ACTION:

1. The Fire Chief shall issue a Fire District Order (FDO) that sets forth the:
 - a. Eligibility, Standards and Limitations
 - b. Appointment of Personnel to run the Program
 - c. Incentives and Awards
 - d. Controls for both the Program, and the Incentives and Awards
 - e. (See Tabs A&B to this policy.)
2. The FDO shall clearly designate responsibility and accountability for the budgeting, record keeping, physical control and security of funds, incentive items, and awards.
3. The Health & Wellness Program shall be reviewed annually for cost, effectiveness, accountability and adequacy of controls.

Tab: A. Health & Wellness Program

Tab B: Control and Security

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Tobacco Usage

PPG NUMBER :10.2.4

PAGE: 1 of 1

DATE OF ISSUE: 11-16-10

REVISED : 01-15-13

APPROVED BY: _____ **REVIEWED: 09-05-2017 BY: Board**
Board Chair

POLICY: TOBACCO USAGE

The use or possession of tobacco, or tobacco-like substances, is prohibited on Fire District property, on emergency scenes, in district vehicles, at official Fire District Functions, or while in uniform representing East County Fire & Rescue.

East County Fire & Rescue maintains that establishing a tobacco-free environment sets a clear example of good health practices; puts employees and visitors first by providing a healthy, tobacco-free atmosphere; results in lower clean-up costs, and lowers long-term health care costs. The use of other tobacco products, such as smokeless or chewing tobacco, is also prohibited on District property. This does not include FDA approved nicotine replacement therapy products, used short term, for the purpose of cessation.

Procedures

All newly hired employees and volunteers will be required to enter into a Tobacco Abstinence Agreement as a condition of employment.

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Uniform Program

PPG NUMBER : 10.2.5

PAGE: 1 of 2

DATE OF ISSUE: 12-07-10

REVISED: 09-05-2017

APPROVED BY: _____ **REVIEWED:** _____ **BY:** _____
Board Chair

POLICY: Uniform Program Management

A Program Manager will be assigned to manage our Uniform/Clothing Program.

1. The Uniform Program Manager will follow the agency procedure for the distribution of uniform/clothing for all members of the organization.
2. Clothing/uniforms will be issued using the guidelines set forth in the Rules and Regulations of East County Fire & Rescue.
3. Uniform replacements must be authorized by the Program Manager and will be at their discretion.
4. The Program manager will distribute uniform/clothing for Career staff in accordance with District guidelines and SOG 201, Grooming and Uniform Guide,
5. The Uniform Program Manager will obtain written authorization for purchasing the following items for members of East County Fire & Rescue:
 - a. Jacket
 - b. Boots
 - c. Turn-Outs
6. Any items damaged by neglect or misuse shall be replaced at the individual's expense. The Program Manager will receive payment from the member prior to issuing replacement of such item.
7. A tracking system will be used to maintain an accounting of District merchandise. (sample attached)
8. The Program Manager will alert a Chief Officer when a member has earned uniform materials, such as years of service, completion of the Fire Academy, etc.

9. Uniform items are not available for purchase.
10. Non-Uniform items with agency name may be available for purchase.

Termination of Service - All uniform items shall be returned to the District upon termination of service for any reason (e.g. retirement, honorable or dishonorable discharge). Exceptions to this rule may be made at the Chief's discretion on an individual basis.

Destruction of items containing agency Logo

For items that are damaged or no longer in wearable condition, the ECF&R logo will be cut from the garment prior to disposal.

EAST COUNTY FIRE & RESCUE
Policies, Procedures, and Guidelines

SUBJECT: Deferred Compensation

PPG NUMBER : 10.4.2

PAGE: 1 of 1

DATE OF ISSUE: 11-16-10

SUSPENDED: 09-05-2017

APPROVED BY: _____ **REVIEWED:** _____ **BY:** _____
Board Chair

POLICY: DEFERRED COMPENSATION

Deferred Compensation Policy#10.4.2 seeks to further define Resolutions #41-12202005 and #42-12202005 in relation to Resolution #34-12062005 and #35-12062005. It is the intent of the Board of Fire Commissioners of East County Fire & Rescue to continue the Deferred Compensation Plan, originally implemented on December 20, 2005, with the following amendments:

- To recognize and reward the outstanding performance of Full-time employees who have been elevated to the CT, D, or E Banding, whom by the nature of their job banding have displayed the ability to:
 - Keep up with current developments in area of assignment
 - Clearly and consistently exceed overall technical job requirements and standards, and perform assigned tasks accurately and on time
 - Displays on a consistent basis, attendance and punctuality, positive attitude and cooperation, initiative and leadership, completion of regular and special duties, and application of safety rules.
 - Is self-motivated and exhibits enthusiasm in work assignments
 - Takes actions which help to eliminate waste, conserve taxpayer dollars, or improve the District's financial position
- The Board of Commissioner's seeks to instill a desire for employee advancement. The Deferred Compensation program is a means to accomplish this by creating a tiered approach for employees to ascend.
- To that end, the East County Fire & Rescue Board of Commissioners directs that agency funds in the amount equivalent to those currently required by Social Security be paid into Deferred Comp plans for Full-time employees upon their promotion to a

job in the CT, D, or E Bands of job classification. Deferred Comp will commence the day on which they are promoted.

EAST COUNTY FIRE & RESCUE
POLICIES, PROCEDURES & GUIDELINES

SUBJECT: Ride-Along Program

PPG NUMBER: 10.7.14

PAGE 1 of 2

DATES OF ISSUE: 07-17-2007
UPDATE: 7-21-2015

APPROVED BY: _____

REVIEWED: 09-05-2017 BY: BOARD

Board Chair

POLICY:

It shall be the policy of the Board of Commissioners to allow citizens and dignitaries to observe East County Fire & Rescue in action in order to evaluate or determine career interest.

The following are guidelines to follow regarding ride-along requests:

1. The rider must be
 - At least 18 years of age and in a formal school program that requires the experience,
 - With another fire agency,
 - Or, be sponsored by a member of East County Fire & Rescue.
2. Observation may be conducted only between the hours of 0800 and 1700, Monday through Saturday.
3. Individuals will not be allowed more than two ride-alongs. Exceptions may be made at the Chief's discretion for special projects (e.g. Senior projects).
4. The observer will sign a release. (form 10.7.14a-see tab A). These are to be obtained in the office during normal business hours and must be filled out in advance of the observation.
5. Attire will be appropriate and professional, neat and clean slacks, and a light colored shirt with appropriate footwear. (Baggy clothing, sandals or other light footwear are not appropriate, along with t-shirts that have inappropriate messages.)
6. Observers riding through a meal period must provide their own brown bagged meal(s).
7. Observers must be afforded all necessary safety precautions while riding and while in the station. Every effort will be made to provide the observer the opportunity for a flavor of the job, while still respecting victim privacy and/or scene safety.

8. Dormitories are strictly off limits for observers.
9. If, in the officer's judgment, the rider does not comply with any of these provisions or is causing undue disruption, the observation will be terminated and the Chief will be immediately notified. A report stating the reasons for such termination will be forwarded through channels to the Fire Chief expediently, but no later than the end of the shift.
10. These guidelines may be deviated from on a case by case basis upon consideration by a chief officer.
11. Try to schedule with the Fire Chief at least seven days in advance.
12. Observer will wear a District-provided "OBSERVER" vest.