

EAST COUNTY FIRE & RESCUE

REGULAR BOARD OF FIRE COMMISSIONERS MEETING

September 19, 2017

Station 91

7 PM

AGENDA

PUBLIC HEARING:

Income Sources for FY2018

CALL TO ORDER:

Flag Salute

AGENDA ADJUSTMENTS:

CONSENT AGENDA:

1. Approval of September 5, 2017 Regular Board Meeting Minutes
2. Approval of September 5, 2017 Local BVFF&RO Meeting Minutes
3. Approval of September 7, 2017 Special Board Meeting Minutes
4. Approval of Financial Transactions
5. Excuse Absent Commissioner(s):

OPEN TO PUBLIC:

CORRESPONDENCE:

Snure Brochure

STAFF REPORT:

Deputy Chief Carnes
Assistant Chief Jacobs

VOLUNTEER FIRE FIGHTERS ASSOCIATION:

SAFETY REPORT:

FIRE DISTRICT BUSINESS:

Draft ILA for Chief Services
Draft ILA for CW Port Hydrant Use

This Meeting is Being Recorded.
Please Silence or Turn-Off Your Personal Cell Phones, Pagers, etc.
Page # 1 of 2

COMMISSIONER COMMENTS:

OPEN TO PUBLIC:

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

ROUND TABLE:

EXECUTIVE SESSION:

ADJOURNMENT:

Next Regular Board Meeting: October 3, 2017, Station 91, 7 PM

Public Hearing

FY2017 Revenue Sources

- Preliminary numbers from Clark County indicate a 9% increase in assessed values
- The district used all of its banked capacity in FY2016
- Tax Revenue is limited to 1% increase over FY2017 revenue
- The levy rate for FY2017 general fund was 1.3641860547
- Preliminary numbers indicate the FY2018 levy rate will be 1.3196783482
- Estimated property tax amount with the 1% limitation is \$2,049,090
- The FY2017 EMS levy rate was 0.2994272565
- The anticipated FY2018 0.2899998950
- Estimated FY2018 EMS levy amount with the 1% limitation is \$450,288



**EAST COUNTY FIRE & RESCUE
 CONSENT AGENDA
 September 19, 2017**

1. Minutes –

- September 5, 2017 Regular Meeting
- September 5, 2017 Local BVFF&RO Meeting
- September 7, 2017 Special Board Meeting

2. Invoices

- \$ 6,228.99
 - i. Check Nos.10309-10321 dated September 6, 2017
- \$ 245,876.04
 - i. Check No. 10322 dated September 11, 2017
- \$ 24,080.34
 - i. Check Nos. 10323-10335 dated September 13, 2017

3. Approved Commissioner Stipends September 10 Pay Date

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

4. Voided/Destroyed Claims/Payroll Warrants

- None

5. Payroll/Benefits

- \$ 50,791.76 (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

September 5, 2017

Station 91

7 PM

Draft Minutes

ATTENDANCE:

Martha Martin
Tom Gianatasio
Tad Crum

Sherry Petty
Mike Taggart
Robert Jacobs

Mike Berg
Mike Carnes
Kacie Jones

CALL TO ORDER: 19:00 PM

Flag Salute

GUESTS:

None

AGENDA ADJUSTMENTS:

None

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):

Motion by Commissioner Martin to approve the consent agenda, **seconded by Gianatasio.**

Motion passed.

OPEN TO PUBLIC:

Nothing

CORRESPONDENCE:

None

STAFF REPORT:

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

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. Engine 91 received minor damage during the response to the Cougar Creek structure fire.

FIRE DISTRICT BUSINESS:

Paul Lewis Study:

The board had requested that Chief Swinhart engage City of Camas officials to determine their interest in participating in the study. This will be discussed at the strategic planning meeting on Sept. 7th.

Proposed Cougar Creek Response Billing:

The board discussed general concerns about the decision to bill or not bill. **Motion by Commissioner Berg to bill the homeowners for the response, seconded by Commissioner Gianatasio. Motion Passed.**

Interlocal Agreement for Fire Chief Administrations and Management Services Renewal:

Commissioner Taggart noted that the current interlocal agreement for Chief services is expiring October. Commissioner Martin suggested that the City of Camas be notified of the impending expiration to see if they are interested in renewing, and with what terms. **Motion by Commissioner Gianatasio to approach the City of Camas about renewing the interlocal agreement. Seconded by Commissioner Martin. Motion Passed.**

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
- 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

Motion by Commissioner Gianatasio to the policy changes. Seconded by Commissioner Berg. Motion Passed.

COMMISSIONER COMMENTS:

Commissioner Martin will attend the next regular board meeting via phone. Commissioner Martin also inquired about two outdoor burning complaints that were near Station 91. Commissioner Berg will not attend the strategic planning meeting on September 7, and will attempt to attend the regular board meeting via phone also. Commissioner Taggart inquired as to whether Chief Swinhart has begun Chief Carnes' annual review.

OPEN TO PUBLIC:

Nothing

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

Nothing

ROUND TABLE:

Commissioner Taggart asked about the purpose of the round table section. Chief Carnes recently reviewed old meeting minutes, and it looks like this is the place to announce upcoming event dates.

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 went into executive session at 19:45 for 30 minutes.
An extension was announced until 20:30
The board reconvened at 20:30

Motion by Commissioner Petty to adjourn, seconded by Commissioner Martin. Motion passed.

ADJOURNMENT: 20:31

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
September 5, 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
Tad Crum

Sherry Petty
Mike Taggart
Robert Jacobs

Mike Berg
Mike Carnes
Kacie Jones

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.

EAST COUNTY FIRE & RESCUE

SPECIAL BOARD OF FIRE COMMISSIONERS MEETING

September 7th, 2017

Station 91

Draft Minutes

ATTENDANCE:

Martha Martin
Sherry Petty
Nick Swinhart
James Troutman

Mike Taggart
Mike Carnes
Linda Durrett
Michael Garrison

Tom Gianatasio
Robert Jacobs
Kacie Jones

CALL TO ORDER: 06:30 PM

Chief Carnes outlined the topics of the meeting. Chief Swinhart shared that the City of Camas has decided to share the cost of a study by Paul Lewis, and that the City is also interested in renewing the administrative and management contract currently in place. Chief Carnes gave a brief introduction to Captain Troutman's presentation, which was a contingency plan in the event that a functional consolidation did not take place. Captain Troutman outlined a plan to shift staffing locations, change staffing levels and re-position apparatus in an effort to manage costs. The board suggested having Paul Lewis evaluate a contingency plan like this as a part of the consolidation study. Commissioner Taggart would like to gather information regarding alternative funding, including possible grants or energy efficiency subsidy programs.

Meeting adjourned: 07:08

Respectfully Submitted,

Mike Taggart, Chairperson

Mike Berg, Commissioner

Tom Gianatasio, Commissioner

Sherry Petty, Commissioner

Martha Martin, Commissioner

DISTRICT SEAL:

ATTEST:

Kacie Jones, District Secretary

CHECK REGISTER

East County Fire & Rescue
MCAG #: 1060

09/01/2017 To: 09/30/2017

Time: 14:27:17 Date: 09/19/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
890	09/06/2017	Claims	6291	10309	AMERICAN MESSAGING	57.47	Customer W4-102871
891	09/06/2017	Claims	6291	10310	BUSINESS CARD BANK OF AMERICA	3,744.47	Account Ending In 8515
892	09/06/2017	Claims	6291	10311	CHEVRON AND TEXACO BUSINESS CARD SERVICE	707.02	Account 7898808949
893	09/06/2017	Claims	6291	10312	Ryan R Grable	56.00	Crunch Time Per Diem
894	09/06/2017	Claims	6291	10313	HI-WAY FUEL	466.87	Account 710
895	09/06/2017	Claims	6291	10314	Michael C Hongel	56.00	Crunch Time Per Diem
896	09/06/2017	Claims	6291	10315	PACIFIC TRUCK & TRAILER SERVICE, INC	341.46	2017-27493
897	09/06/2017	Claims	6291	10316	PALADIN BACKGROUND SCREENING	42.00	Invoice 954
898	09/06/2017	Claims	6291	10317	Michael S Reamer	56.00	Crunch Time Per Diem
899	09/06/2017	Claims	6291	10318	SNURE LAW OFFICE, PSC	506.00	
900	09/06/2017	Claims	6291	10319	VERIZON WIRELESS	80.02	Account 471176028-00001
901	09/06/2017	Claims	6291	10320	Adam M Webster	62.00	Crunch Time Per Diem
902	09/06/2017	Payroll	6291	10321	OPEIU Local 11	53.68	Pay Cycle(s) 09/10/2017 To 09/10/2017 - OPEIU Dues
908	09/13/2017	Claims	6291	10323	CITY OF CAMAS	3,218.70	Invoice 0137973; Accts 031060-000 & 016111-000
909	09/13/2017	Claims	6291	10324	CLARK PUBLIC UTILITIES	975.88	Account 7177-363-4; Account 7200-239-7
910	09/13/2017	Claims	6291	10325	DAY MANAGEMENT CORPORATION	243.91	Invoice 443221
911	09/13/2017	Claims	6291	10326	KAREN'S SEW IT ALL	8.00	Invoice 7451
912	09/13/2017	Claims	6291	10327	KONICA MINOLTA BUSINESS SOLUTIONS USA IN	20.94	Contract 03706
913	09/13/2017	Claims	6291	10328	LUTZ HARDWARE	71.76	Account #1095
914	09/13/2017	Claims	6291	10329	MALLORY SAFETY & SUPPLY LLC	939.05	Order# 2160889
915	09/13/2017	Claims	6291	10330	NORTH COUNTRY EMS	675.00	IV Tech Tuition
916	09/13/2017	Claims	6291	10331	SPEARCO	45.00	Customer #5162
917	09/13/2017	Claims	6291	10332	VANCOUVER DISTRICT 2010 WASTE CONNECTIONS	165.48	Accounts 2010-458647 And 2010-1022802
918	09/13/2017	Payroll	6291	10333	TRUSTEED PLANS SERVICE CORPORATION	17,392.17	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) 09/01/2017 To 09/30/2017 - PPO-100; Pay Cycle(s) 09/01/2017 To 09/30/2017 - Ka
919	09/13/2017	Claims	6291	10334	CLARK PUBLIC UTILITIES	302.87	Account 7200-401-3
920	09/13/2017	Claims	6291	10335	WASHOUGAL HARDWARE	21.58	Account 50331
907	09/11/2017	Claims	62911	10322	ROSENBAUER	245,876.04	Invoice 0000071239
						30,309.33	
001 General Fund						245,876.04	
002 Apparatus Replacement Fund						245,876.04	
						276,185.37	Claims: 258,739.52 Payroll: 17,445.85

SNURE SEMINARS

29th Annual Pre-Conference Laws Update Seminar

2017 LEGISLATION, RECENT COURT DECISIONS AND REGULATORY DEVELOPMENTS

EVENING SEMINAR

WEDNESDAY, OCTOBER 25, 2017 (6:30 P.M. – 9:30 P.M.)
THE GRAND HOTEL, SPOKANE

REGISTER ONLINE AT: Snurelaw.com

Please join Attorney Brian Snure for the 29th annual WFOA pre-conference laws update seminar. Brian promises a fun and informative evening as he reviews new developments in State and Federal laws, regulations and court decisions that impact the operation of your Fire District or Regional Fire Authority. This year saw major changes to tax levy, public records and bid laws that you need to be aware of. Other topics will include:

- ◆ PUBLIC RECORDS – MEDICAL RECORDS – HIPAA DEVELOPMENTS
- ◆ FAIR LABOR STANDARDS ACT DEVELOPMENTS
- ◆ FINANCES – BENEFIT CHARGES – TAX LEVIES – STATE EDUCATION FUNDING IMPACTS
- ◆ EMPLOYMENT – HIRING – TERMINATION – DISCRIMINATION – VOLUNTEER UPDATES
- ◆ EMPLOYMENT – WAGES AND COMPENSATION – MANDATORY SICK LEAVE/MINIMUM WAGE
- ◆ LIABILITY – PUBLIC DUTY DOCTRINE – IMMUNITY – RISK MANAGEMENT
- ◆ BID LAWS – PUBLIC WORKS – ALTERNATIVE FUEL EXEMPTIONS
- ◆ COMMISSIONER COMPENSATION – RECALL – ELECTION DEADLINES
- ◆ RETIREMENT SYSTEMS – LEOFF ELIGIBILITY – PERS – BVFF
- ◆ ANNEXATIONS – MERGERS – REGIONAL FIRE AUTHORITIES – MUTUAL AID
- ◆ OPEN PUBLIC MEETING DEVELOPMENTS AND STRATEGIES

Registration Fee: \$40.00 per person (includes handbook)

Refund Policy: Registration Fee will be refunded if cancellation is received 48 hours before seminar.

--- REGISTRATION FORM ---

2017 LEGISLATION, RECENT COURT DECISIONS AND REGULATORY DEVELOPMENTS

Wednesday, October 25, 2017 (6:30 P.M. – 9:30 P.M.)

THE GRAND HOTEL, SPOKANE

District/RFA Name: _____

Mailing Address: _____

Or Register online at Snurelaw.com

Please register the following: _____

MAIL, FAX or EMAIL TO:

SNURE SEMINARS
27425 8th Ave. S.
Des Moines, WA 98198
(206) 824-5630
Fax (206) 824-9096
Brian@Snurelaw.com

Receipt will be available at
Seminar if box is checked

Registration Fee: \$40.00 per person

Please Invoice, or

Registration Fee enclosed \$ _____

Deputy Chief Report

9-19-17

Calls since last Commissioner meeting: **54**

EMS: **32**

Fire: **7**

Other: **15**

Calls YTD: 2017- **711**

Staff Overtime Numbers:

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

Used YTD: **\$41,136.92**

% Used: **60.50%**

- Brown outs since last meeting: **1**
 - 9-10-17, 12hrs, 0700-1900 hrs. Station 94
- Completed Part Time FF Job Interviews on Wednesday 9/13.
- Attended a EMS Council meeting on Thursday 9/7 at Station 61.
- Continuing to work with County on the "Kettenburg" annexation into the fire district.

AC Jacobs Report

9-19-2017.

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

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

October ACC/ EOC training 10-10-17 Sta. 91 7PM.

We are planning another joint drill with the ARES/RACES group soon.

New Engine cab and chassis have been completed, the cab and chassis now move to the body plant for the pump and apparatus body installation.

Safety Report

Safety Committee meeting was held 7-26-17

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

NO reported accidents or incidents since the last board meeting

WATER CONNECTION AGREEMENT

This Interlocal Agreement (ILA) is entered into this ___ day of _____, 2017 by and between the **East County Fire & Rescue** a special purpose district of the State of Washington (hereinafter (“ECFR”), and the **Port of Camas Washougal**, a Washington public port district (the “Port”), (collectively “Parties”) in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port owns and operates the Grove Field Airport (“Grove Field”). The Port provides fire protection / suppression services at Grove Field and seeks an improved water source for that purpose.
2. ECFR owns and operates a fire station located at 600 NE 267th Ave, Camas, WA located adjacent to Grove Field.
3. ECFR has a fire protection water system “Water System” serving its station and is agreeable to allowing the Port to connect to the Water System for the Port’s fire protection / suppression services at Grove Field, as described herein.

AGREEMENT

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

- 1) **SCOPE OF AGREEMENT.** The Parties agree that the Port may connect to the Water System to supply the Port’s fire system for the Grove Field airport (sprinklers and hydrants) (“Water Supply”).
- 2) **PARTIES’ ALLOCATION OF COSTS.** The Parties allocated their respective responsibilities as follows:
 - A. The Port is responsible for and shall pay all costs of the connecting to the Water System.
 - B. The Port shall pay ECFR the actual costs ECFR incurs in operating its Water System (in 2017 the total annual cost is estimated at \$522.00). ECFR shall invoice the Port each January for the prior year’s annual cost. The Port shall pay such invoice within 30 days of receipt. Failure to timely pay ECFR’s invoice shall allow ECFR to terminate the Water Supply with 30 days advance written notice.
 - C. The Port shall be solely responsible for the operation and maintenance of the Port’s water conveyance system located on Port property.
 - D. The Port shall also be responsible for performing, at its sole cost, the necessary maintenance and testing of ECFR’s Water System as may be necessary to serve the Port’s fire protection / suppression services at Grove Field.

- 3) **TERM.** This Agreement is effective on the date mutually signed by the Parties. The Agreement may be terminated by the Port with one year's advance notice. The Agreement may be terminated by ECFR upon a material breach by the Port that has not been remedied within 30 days of written notice of such Breach by ECFR.
- 4) **ASSIGNMENT.** The Port shall not have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this ILA, without the prior written approval of ECFR. ECFR retains the right to assign its interests in the event ECFR sells or transfers its interest in its Property served by its Wwater supply sSystem, which transfer shall include the terms of this ILA. ~~the other.~~
- 5) **THIRD PARTY BENEFICIARIES.** This ILA is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this ILA.
- 6) **EQUAL DRAFTING.** This ILA has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this ILA.
- 7) **SEVERABILITY.** If any provisions of this ILA are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this ILA not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this ILA can be preserved.
- 8) **MODIFICATION.** This ILA may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.
- 9) **TERMINATION.** This ILA shall terminate upon completion by both Parties of their respective obligations hereunder, or in twenty years from the date of this Agreement unless terminated earlier.
- 10) **GOVERNING LAW.** This ILA shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this ILA or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington
- 11) **NOTICES.** All notices given pursuant to this ILA shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

ECFR: Attention: Fire Chief

Email:

PORT: Attention:

 Email:

12) **ENTIRE AGREEMENT.** This ILA constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this ILA. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

13) LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this ILA is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this ILA shall be recorded in the Office of the Clark County Auditor as provided by law, or shall be posted to each Parties' web site.

14) **RECORDS AND AUDIT.** During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

15) LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP.

A. Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

B. The Port recognizes that ECFR makes no express or implied guarantees, warranties or representations with respect to the water connection, water supply or water quality.

ECFR shall use its best efforts to provide a Water System that meets the needs of the Port but shall be under no obligation to improve, expand or upgrade its Water System to meet the needs of the Port.

16) **INDEMNIFICATION AND HOLD HARMLESS.**

- A. The Port assumes all risk inherent in the connection to and use of the ECFR Water System. In consideration of the Port's connection to and use of the ECFR Water System, the Port agrees to indemnify, defend, and hold harmless ECFR, its elected or appointed officials, officers, agents, employees and volunteers from all lawsuits, damages, claims, judgments, losses, liability, or expenses for personal injuries or property damage of any kind or nature that arise out of or in connection with the Port's connection to and use of ECFR Water System whether arising from the actions or non-actions of the Port, its elected or appointed officials, officers, agents, employees, retained independent contractors, or volunteers or from third parties that may directly or indirectly use the water provided through the ECFR Water System. In the event any lawsuits or claims of any type are filed with or against ECFR relating to the connection to or use of the ECFR Water System, the lawsuit or claim shall be tendered to the Port for defense and indemnification with legal counsel approved by ECFR.
- B. The above indemnification and hold harmless shall not apply in the event the injury or property damage is caused by the sole negligence of ECFR.
- C. In the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (1) ECFR or its elected or appointed officials, officers, agents, employees, retained independent contractors, or volunteers, and (2) The Port or its elected officials or appointed officials, employees, agents, retained independent contractors or volunteers, the Port's duty to indemnify ECFR shall apply only to the extent of the negligence of the Port, its elected or appointed officials, employees, agents, retained independent contractors and volunteers.
- D. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Port's waivers of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Port further acknowledges that they have mutually negotiated this waiver.**
- E. The Port agrees to be solely responsible for any damage that may occur to the ECFR Water System as a result of or directly related to the Port's connection to and use of the ECFR Water System.
- F. The Port shall maintain adequate property and liability insurance coverage covering liabilities arising from the Port's connection to and use of ECFR's Water System with liability limits of not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate. The Port shall furnish to ECFR appropriate documentation showing that such coverage is in effect and that the ECFR is an additional insured on such policy.
- G. The provisions of this Article shall survive any termination or expiration of this ILA.

[SIGNATURES APPEAR NEXT PAGE]

EAST COUNTY FIRE & RESCUE :

PORT OF CAMAS WASHOUGAL:

Date: _____

David Ripp, Executive Director
Date: _____

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, 2017 and will continue for a four year 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 & Rescue
Board Chair
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.

Section 17 Administration.

17.1 This Agreement shall be administered by the Mayor of the City and District Commissioners.

Section 18. This Agreement shall be filed with the City Clerk of the City of Camas, with the Clark County Auditor, or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source.

MAYOR, CITY OF CAMAS

_____		_____	
NAME	DATE	NAME	DATE

**East County Fire and Rescue
Commissioners**

NAME	DATE

NAME	DATE

NAME	DATE

NAME	DATE

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.

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