REGULAR BOARD OF FIRE COMMISSIONERS MEETING

August 1, 2017 Station 91 7 PM

AGENDA

CALL TO ORDER:

Flag Salute

AGENDA ADJUSTMENTS:

CONSENT AGENDA:

- 1. Approval of July 18, 2017 Regular Board Meeting Minutes
- 2. Approval of July 18, 2017 Local BVFF&RO Meeting Minutes
- 3. Approval of July 19, 2017 Special Meeting Minutes
- 4. Approval of Financial Transactions
- 5. Excuse Absent Commissioner(s):

OPEN TO PUBLIC:

CORRESPONDENCE:

STAFF REPORT:

Deputy Chief Carnes Chief Swinhart Assistant Chief Jacobs

VOLUNTEER FIRE FIGHTERS ASSOCATION:

SAFETY REPORT:

FIRE DISTRICT BUSINESS:

Adopt FY2018 Budget Calendar Port of CW Draft ILA Potential Cooling Station

(See Reverse)

OPEN TO PUBLIC	<u>:</u>				
LOCAL BOARD F	OR VOLUNTEE	R F/F & RE	SERVE OFFI	CERS:	
ROUND TABLE:					
EXECUTIVE SESS	SION:				
		÷			
ADJOURNMENT:					
Next Regular Board	Meeting: August	15, 2017, Sta	ation 91, 7 PM		

COMMISSIONER COMMENTS:



EAST COUNTY FIRE & RESCUE CONSENT AGENDA August 1, 2017

- 1. Minutes -
 - July 18, 2017 Regular Meeting
 - July 18, 2017 Local BVFF&RO Meeting
 - July 19, 2017 Special Meeting Minutes
- 2. Invoices
 - \$8,973.42
 - i. Check Nos.10247-10256 dated July 20, 2017
- 3. Approved Commissioner Stipends July 10 Pay Date

For the Period July 15 thru July 31						
Name	Regular Meeting	Committee Meeting	The second secon	Education	Other	Total
And and and an analysis of the second	weeting	Meeting	Mtg	Education	Other	Total
Berg	1		1			
Gianatasio	1	231	1			
Martin	1		1			
Petty	1		1			
Taggart	1		1			

- 4. Voided/Destroyed Claims/Payroll Warrants
 - None
- 5. Payroll/Benefits
 - \$41,693.35 (Payroll/EFTs)
 - \$ 15,087.63 (Benefits, including payroll deductions)
 - i. Check Nos. 10257 10259 dated July 20, 2017

Commissioner Mike Taggart – Chair	Commissioner Martha Martin – Vice Chair
Commissioner Mike Berg	Commissioner Tom Gianatasio
Commissioner Sherry Petty	

REGULAR BOARD OF FIRE COMMISSIONERS MEETING

July 18, 2017 Station 91 7 PM

Draft Minutes

ATTENDANCE:

Martha Martin Mike Berg Sherry Petty Tom Gianatasio Mike Taggart Mike Carnes Tad Crum Robert Jacobs Kacie Jones Larry Kiester David Ripp Mark Miller Ryan Gonzales Zach Hougan Michael Garrison Adam Webster Aloma Taggart Reese Bonenfant

CALL TO ORDER: 19:00 PM

Flag Salute

GUESTS:

None

AGENDA ADJUSTMENTS:

None

CONSENT AGENDA:

- 1. Approval of July 5, 2017 Regular Board Meeting Minutes
- 2. Approval of July 5, 2017 Local BVFF&RO Meeting Minutes
- 3. Approval of July 13, 2017 Special Board Meeting
- 4. Approval of Financial Transactions
- 5. 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 Carnes read Chief Jacobs' report; a copy is in the packet.

VOLUNTEER FIRE FIGHTERS ASSOCATION:

Nothing

1

SAFETY REPORT:

The next Safety Committee meeting will be July 26th, 2017 7:30 PM at Station 91

FIRE DISTRICT BUSINESS:

Consider Full Time Accounting Position:

The board will discuss this in executive session.

Port of CW Hydrant Proposal:

David Ripp spoke to the board about where the Port is with the hydrant project. The Port attorney is drafting a maintenance agreement that will be forwarded to the district's attorney for review. Mark Miller advised that the consultant working on the project submitted plans to the City of Camas and they were favorably viewed. A flow test was conducted on the hydrant in question and the Clark County Fire Marshall approved of the results. Discussions will be ongoing as the project proceeds.

COMMISSIONER COMMENTS:

None

OPEN TO PUBLIC:

Chief Carnes reiterated that the representatives from the Port attended the meeting in order to answer any questions. Tad Crum asked to review plans once they are available in order to verify the reconstruction of the driveway will be sufficient.

LOCAL BOARD FOR VOLUNTEER F/F & RESERVE OFFICERS:

Nothing

ROUND TABLE:

Nothing

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 19:14 for 20 minutes.

An extension was announced for 10 minutes.

The board reconvened at 19:45

Motion by Commissioner Martin to make the part time accounting assistant position full time, seconded by Commissioner Berg. Commissioners Martin, Taggart and Berg vote yea. Commissioners Gianatasio and Petty vote nay. Motion Passed.

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

ADJOURNMENT: 19:46

Mike Taggart, Chairperson Martha Martin, Vice Chair

Tom Gianatasio, Commissioner Mike Berg, Commissioner

Sherry Petty, Commissioner DISTRICT SEAL:

Kacie Jones, District Secretary

Local Board for Volunteer Fire Fighters & Reserve Officers Meeting

Draft Minutes July 18, 2017

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(A			TO	6 D N		IK K	•

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 Larry Kiester Ryan Gonzales Adam Webster	Sherry Petty Mike Taggart Robert Jacobs David Ripp Zach Hougan Aloma Taggart	Mike Berg Mike Carnes Kacie Jones Mark Miller Michael Garrison Reese Bonenfant
BUSINESS: None		
ADJOURNMENT: The Local Board adjourned at 19:36.		
Respectfully Submitted,		
Tom Gianatasio, Commissioner, Sherry Petty, Alternate	Constitution of the Consti	F's Assoc. Liaison FF's Assoc. Liaison Alternate
Kacie Jones, District Secretary	Mike Tagga	art, Chairperson
Bob Jacobs, Alternate	Marth Marti	
Bob Jacobs, Chief's Rep.		ZI DEMELI.

SPECIAL BOARD OF FIRE COMMISSIONERS MEETING July 19th, 2017 Station 91

Draft Minutes

ATTENDANCE:

Martha Martin Sherry Petty Mike Carnes Mike Taggart Mike Berg Nick Swinhart

Tom Gianatasio Robert Jacobs Kacie Jones

CALL TO ORDER: 06:30 PM

Chairperson Taggart led the meeting with a brief introduction to the topic, which is the review of the EMS Delivery Assessment from ESCI. Chief Swinhart spoke about the process of a functional consolidation; both how Camas and Washougal entered into one and what it might look like for East County to do so, and also about previous attempts. Commissioner Taggart emphasized the importance of establishing a timeline for future endeavors. Commissioner Martin recommended developing a capital plan with consolidation in mind. The group discussed various types of consolidations and some baseline numbers, including pay equalization and levy estimations. This will be discussed during the next Strategic Planning Meeting on September 7th, 2017, 6:30 PM at Station 91.

Meeting adjourned: 07:48

Respectfully Submitted,

Mike Taggart, Chairperson

Mike Berg, Commissioner

Tom Gianatasio, Commissioner

Sherry Petty, Commissioner

DISTRICT SEAL:

Martha Martin, Commissioner

ATTEST:

CHECK REGISTER

East County Fire & Rescue Time: 09:51:36 Date: 07/20/2017 MCAG #: 1060 07/20/2017 To: 07/20/2017 Page: 1 Trans Date Type Acct# Chk# Claimant Amount Memo 716 07/20/2017 Claims 6291 10247 ALLAMERICAN CLASSICS 162.60 Reference #1555 001 - 522 40 33 000 - Training Supplies 162.60 Training Car Drop Off And Removal 717 07/20/2017 Claims 6291 10248 BI-MART CORPORATION 22.90 Account 930279 001 - 522 10 32 000 - Cleaning and Sanitation 11.53 Fabric Softener, Steel Wool 001 - 522 50 30 000 - Grounds & Park 11.37 Herbicide 718 07/20/2017 Claims 10249 CAMAS POWER 6291 10.84 Statement 857583 **EQUIPMENT** 001 - 522 60 43 000 - Small Engine Repair 10.84 Weedeater Pull Cord 719 07/20/2017 Claims 6291 10250 CITY OF CAMAS 3,000.00 Invoice 0137923 001 - 522 10 44 001 - Chief Services (Camas) 3,000.00 Chief Services Aug 2017 720 07/20/2017 Claims 6291 10251 KAREN'S SEW IT ALL 001 - 522 20 25 001 - FF Uniforms 30.00 Sewing Nametags And Patches For New PT 001 - 522 20 33 000 - Volunteer Uniforms 33.00 Sewing Nametags And Patches, Hem Pants For Volunteers 721 07/20/2017 Claims 6291 10252 KEYS WEST 81.30 Invoice 10245 001 - 522 50 40 000 - Bldg Repair & Maint 81.30 Fix Lock, Cut Key ST92 722 07/20/2017 Claims 6291 10253 METRO OVERHEAD DOOR 156.17 Invoice V 32447 001 - 522 50 40 000 - Bldg Repair & Maint 156.17 Service Bay Door That Would Not Close 723 07/20/2017 Claims 10254 NI GOVERNMENT 6291 30.20 Account 13065328 SERVICES, INC 001 - 522 20 41 001 - Satellite Phone 30.20 Satellite Phone 724 07/20/2017 Claims 10255 PACIFIC TRUCK & 6291 5,296.41 TRAILER SERVICE, INC 001 - 522 60 48 014 - E91 5,296.41 E91 Damage Repair And Annual Inspection And Repair 725 07/20/2017 Claims 6291 10256 ALLAN PUDLITZKE 150.00 Invoice 115 001 - 522 10 40 001 - Computer/Website Mtce & Re

150.00 Prev. Mtce, Add Stat Tracking And Security

Claims:

8,973.42

Plugin

8,973.42

8,973,42

9

001 General Fund

CHECK REGISTER

East County Fire & Rescue MCAG #: 1060

07/20/2017 To: 07/20/2017

Time: 09:51:56 Date: 07/20/2017

Page:

						- 8-1
Trans	Date	Туре	Acct #	Chk#	Claimant	Amount Memo
726	07/20/2017	Payroll	6291	10257	OPEIU Local 11	53.68 Pay Cycle(s) 07/25/2017 To
727	07/20/2017	Payroll	6291	10258	TRUSTEED PLANS SERVICE CORPORATION	07/25/2017 - OPEIU Dues 14,983.95 Pay Cycle(s) 07/01/2017 To 07/31/2017 - PPO-100; Pay Cycle(s) 07/01/2017 To 07/31/2017 - Kaiser; Pay Cycle(s) 07/01/2017 To 07/31/2017 - Dental; Pay Cycle(s) 07/01/2017 To 07/31/2017 - DIsability - FF
728	07/20/2017	Payroll	6291	10259	WASHINGTON COUNCIL OF POLICE	50.00 Pay Cycle(s) 06/01/2017 To 06/30/2017 - WACOPS
		001 Gene	ral Fund			15,087.63
						15,087.63 Payroll: 15,087.63

Deputy Chief Report

8-1-17

Calls since last Commissioner meeting: 41

EMS: 19

Fire: 9

Other: 13

Calls YTD: 2017-561

Staff Overtime Numbers:

Budget Amount: \$68,000.00

Used YTD: \$2

\$29,474.74

% Used:

43.35%

- Brown outs since last meeting: None
- We had a successful Open House on Sunday, July 23rd. Heard a lot of positive feedback from our members who attended as well as folks from the community. I want to thank Paula Knapp for all her help in organizing this valuable event. I also want to thank all the members who took time out of their Sunday to help.
- Moto-X weekend went well with no major problems. Thanks to AC Jacobs for all his help working on the operational plan and supervising the crews that were on site at the track. Did have a serious accident early Saturday morning on the Washougal River Road and the crews did a wonderful job providing patient care and managing the scene.
- Working with the County Fire Marshal's office with review of the fire alarm systems that will be used in the new Jemtegaard school.
- Helped the Clark County Training Division proctor a IFSAC Firefighter II practical at Fire District 3 on Tuesday, July 25th.
- ECFR crews responded with CWFD to a large fire in the Industrial Park on Friday evening, 7-28-17.

AC Jacobs Report 8-1-2017.

July EST training was 7-24-2017.

August ACC/EOC training 8-8-2017 Sta. 91 7 PM.

Emergency Vehicle Incident Prevention rodeo 8-6-2017.

August EST training 8-28-2017 Sta. 93 7 PM.

Worked the afternoon half of the Motocross, it was very calm, crew treated a few minor scrapes and bumps.

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.

East County Fire & Rescue Budget Calendar for FY2018

August 1, 2017

Adopt Budget Calendar

Aug 1 - Sept 25, 2017

Accept Input to Budget

September 1, 2017

Deadline—(Pub Hearing) Legal Ad

September 19, 2017

Public Hearing—Income Sources

October 3, 2017

Presentation of Draft Budget

November 7, 2017

Review of Final Budget

November 21, 2017

*Approve Budget Document

^{*} Final Budget Must be Filed by November 30

TEMPLATE

INTERLOCAL AGREEMENT BETWEEN [Entity] AND THE PORT OF TACOMA REGARDING [Subject Matter] ECONOMIC DEVELOPMENT

This Interlocal Agreement (ILA) is entered into this	_ day of	, 2017 by and
between the East County Fire & Rescue a special pur	pose district of	of the State of Washington
(hereinafter ("ECFR"), and the Port of Camas Washo	ugal, a Wash	ington public port district
(the "Port"), (collectively "Parties") in consideration of	f the mutual c	ovenants contained herein.
The Parties hereby recite and agree as follows:		

RECITALS

- 1. The Port owns and operates the Grove Field Airport ("Grove Field") located in Clark County, Washington, three miles north of the city of Camas. Grove Field is open to the public 24 hours a day, 7 days a week and serves the communities of Camas/Washougal and the nearby city of Vancouver, Washington (USA). The Port provides fire protection / suppression services at Grove Field and seeks an improved water source for that purpose.
- 2. The ECFR is a combination department and provides Fire Protection, Emergency Medical Response, Rope Rescue, Water Rescue, and Public Service Assistance to the unincorporated areas north of— and east of— the cities of Camas and Washougal.
- 3. The ECFR has a water system supply and is agreeable to allowing the Port to connect to that system for the Port's fire protection / suppression services at Grove Field, as described herein.

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.

1. The Parties agree that the Port may connect to ECFR's water system to supply the Port's fire system for the Grove Field airport (sprinklers and hydrants), which will allow the Port to disconnect from its underground water storage tanks ("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 ECFR's Water Supply, and shall pay to ECFR an annual connection fee of \$1,200.00.
- B. In exchange, ECFR is responsible for and shall bear all costs of the Water Supply necessary to carry out the Port's intended use, except those cost paid by the Port, as described herein.

3. TIMEFRAME/PROJECT SCHEDULE.

This Agreement is effective on the date mutually signed by the Parties.

- **4. ASSIGNMENT.** Neither Party to this ILA shall 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 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 ILSA 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:

 ENTITY: Attention:

	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. <u>Independent Governments</u>. 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. <u>Legal obligations</u>. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.
- C. <u>Timely Performance</u>. 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. <u>Recording</u>. A copy of this ALA 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. 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.

16. INDEMNIFICATION AND HOLD HARMLESS.

A. The ECFR releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the ECFR and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the ECFR's performance of its obligations under this ILA,

unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

- B. The ECFR shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the ECFR's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.
- C. The Port releases the ECFR from, and shall defend, indemnify, and hold the ECFR and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the ECFR or its agents, employees, and/or officers.
- D. The Port shall defend, indemnify, and hold the ECFR and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the ECFR or its agents, employees, and/or officers.
- E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.
- F. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this ILA against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- G. No liability shall attach to any of the Parties by reason of entering into this ILA except as expressly provided herein.
- H. The provisions of this Article shall survive any termination or expiration of this ILA.

[SIGNATURES APPEAR NEXT PAGE]

EAST COUNTY FIRE & RESCUE:	PORT OF CAMA WASHOUGAL:
	David Ripp, Executive Director
Date:	Date: