



# ENUMCLAW FIRE DEPARTMENT BOARD OF FIRE COMMISSIONERS

## REGULAR MEETING AGENDA WEDNESDAY, FEBRUARY 15, 2017 – 6:00PM ENUMCLAW CITY HALL COUNCIL CHAMBERS

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***Fire District Commissioner Meetings are wheelchair accessible. If other accommodations are required, please call the Fire District Office Manager at 360-825-5544 five (5) days preceding the meeting so arrangements can be made.***

**1. CALL TO ORDER**

**2. FLAG SALUTE**

**3. ATTENDANCE**

**4. AGENDA AMENDMENTS**

**5. PUBLIC COMMENT**

A. *This is an opportunity for the public to address the Board of Commissioners on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to stand to have their comments recorded. Speakers should state clearly their name(s) and address for the record. Please limit comments to three minutes per person.*

**6. ANNOUNCEMENTS & PRESENTATIONS**

A. Valley Communications Presentation

**7. APPROVAL OF MEETING MINUTES**

A. Regular Meeting January 18, 2017

1) **Board Action:**

**8. REGULAR BUSINESS**

A. CORRESPONDENCE

B. FINANCIAL REPORT

1) Approval of Vouchers & Payroll

a) Vouchers

a. Expense Fund –01032-01044 \$16,516.27; 02001-02031 \$36,247.17

b. Special Rescue – 02001 \$42.39

b) Payroll

a. January Regular- \$158,094.47, January Volunteer Residents- \$3,108.67

b. December Regular- \$140,286.49

c. November Regular- \$212,236.22

d. **Board Action** to approve Expense Fund Vouchers 01032-01044 \$16,516.27; 02001-02031 \$36,247.17; January Regular Payroll- \$158,094.47, January Volunteer Residents Payroll- \$3,108.67

2) Cash Balances –

a) January 31, 2017

a. Expense – \$246,916.27 (2016-\$203,030.89)

b. Capital Outlay - \$119,156.50 (2016 - \$0)

c. Special Rescue – \$14,112.08 (2016- \$33,464.64)

b) February 11, 2017

a. Expense - \$259,583.12

b. Capital Outlay- \$119,156.50

c. Special Rescue - \$14,112.08

3) Financial Report

4) Chief's Report

**C. RESOLUTIONS**

- 1) Resolution #2017-003 Automatic & Mutual Aid East Pierce Fire & Rescue
  - a) Motion to have Chair read Resolution by Title Only
  - b) Chair reads Resolution by Title Only
  - c) Fire Chief Comments
  - d) Board Comments
  - e) **Board Action**

**9. MEETINGS**

A. Next Regular Meeting

- 1) March 15, 2017 6:00pm City Hall Council Chambers

**10. OLD BUSINESS**

**11. NEW BUSINESS**

A. Out of Class Acting Chief Rate

**12. PUBLIC COMMENT**

A. *This is an opportunity for the public to address the Board of Commissioners on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to stand to have their comments recorded. Speakers should state clearly their name(s) and address for the record. Please limit comments to three minutes per person.*

**13. EXECUTIVE/EXEMPT SESSION**

A. Fire Chief Evaluation (RCW 42.30.110)

**14. ADJOURNMENT**



# KING COUNTY FIRE DISTRICT #28

## BOARD OF FIRE COMMISSIONERS

### REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 18, 2017 – 6:00PM  
ENUMCLAW CITY HALL COUNCIL CHAMBERS

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**Attendance: Stan McCall – Commissioner, Angie Stubblefield – Commissioner, Dave Hannity – Commissioner, Amy Trachte – Commissioner, Jim Zoll – Commissioner, Mike Reynolds – Attorney, Randy Fehr – Fire Chief, Ashley Van Dam – District Secretary**

**1. CALL TO ORDER**

**2. FLAG SALUTE**

- Led by Chief Fehr

**3. AGENDA AMENDMENTS**

- Move item 9-ILAs with City of Enumclaw after executive/exempt session.

**4. PUBLIC COMMENT**

- A. *This is an opportunity for the public to address the Board of Commissioners on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to stand to have their comments recorded. Speakers should state clearly their name(s) and address for the record. Please limit comments to three minutes per person.*

- None

**5. ANNOUNCEMENTS & PRESENTATIONS**

**6. APPROVAL OF MEETING MINUTES**

- A. Regular Meeting December 21, 2016

- 1) **Board Action:** Motion made by Commissioner Zoll to approve December 21, 2016 regular meeting minutes, seconded by Commissioner Trachte. All in favor.

**7. REGULAR BUSINESS**

A. CORRESPONDENCE

- 1) Public Disclosure Commission Annual Report

B. FINANCIAL REPORT

- 1) Approval of Vouchers & Payroll

a) Vouchers

- a. Expense Fund – 12042-12062 \$24,078.94; 01001-01031-\$163,961.14  
b. Special Rescue – 01001 \$40.22

b) Payroll

- a. 4th Quarter 2016 Volunteers/Commission/Chaplain-\$23,375.16  
b. December Regular- \$140,286.49  
c. November Regular- \$212,236.22  
d. October Regular- \$140,834.54

- c) **Board Action** Motion made by Commissioner Trachte to approve Expense Fund Vouchers 12042-12062 \$24,078.94; 01001-01031-\$163,961.14; Special Rescue Fund Voucher 01001 \$40.22; 4th Quarter 2016 Payroll for \$23,375.16; December Payroll for \$140,286.49, seconded by Commissioner Hannity. All in favor.

- 2) Cash Balances –

a) December 31, 2016

- a. Expense - \$678,779.37  
b. Special Rescue - \$14,138.40

b) January 15, 2017

- a. Expense - \$609,209.13  
b. Special Rescue - \$14,138.40

- 3) Financial Report
  - Presented by Ashley Van Dam, see attachment.
- 4) Chief's Report
  - Presented by Chief Fehr, see attachment.

#### C. RESOLUTIONS

- 1) Resolution #2017-001 Capital Outlay Fund
  - a) Motion to have Chair read Resolution by Title Only  
**Board Action:** Motion made by Commissioner Stubblefield, seconded by Commissioner Hannity to read Resolution #2017-001 by title only. All in favor.
  - b) Chair reads Resolution by Title Only
  - c) Fire Chief Comments
  - d) Board Comments
  - e) **Board Action:** Motion made by Commissioner Stubblefield to approve Resolution #2017-001, seconded by Commissioner Trachte. All in favor.
  
- 2) Resolution #2017-002 Transfer from Expense Fund to Capital Outlay Fund
  - a) Motion to have Chair read Resolution by Title Only  
**Board Action:** Motion made by Commissioner Hannity to read Resolution #2017-002 by title only, seconded by Commissioner Zoll. All in favor.
  - b) Chair reads Resolution by Title Only
  - c) Fire Chief Comments
  - d) Board Comments
  - e) **Board Action:** Motion made by Commissioner Hannity to approve Resolution #2017-002, seconded by Commissioner Zoll. All in favor.

#### 8. MEETINGS

- A. Next Regular Meeting
  - 1) February 15, 2017 – Commissioner McCall will be absent

#### 9. NEW BUSINESS

- A. Collaborative Services Agreement with PSRFA-Puget Sound Regional Fire Authority
  - **Board Action:** Motion made by Commissioner Hannity to authorize Chief Fehr to sign agreement, seconded by Commissioner Stubblefield. All in favor.

#### 10. PUBLIC COMMENT

- A. *This is an opportunity for the public to address the Board of Commissioners on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to stand to have their comments recorded. Speakers should state clearly their name(s) and address for the record. Please limit comments to three minutes per person.*
  - None

#### 11. EXECUTIVE/EXEMPT SESSION

- A. Fire Chief Evaluation (RCW 42.30.110)
- B. Local 3931 Union Contract Negotiations Update (RCW 42.30.140(4))
  - Excused at 7:04pm for 20 mins for both items. Extended an additional 10 mins.
  - Returned at 7:36pm from executive/exempt session.
  - **Board Action:** Motion made by Commissioner Hannity to accept the Appendix A to Local 3931 CBA, seconded by Commissioner Zoll. All in favor.

#### 12. OLD BUSINESS

- A. ILAs with City of Enumclaw: Dispatch/IT/Fleet Maintenance
  - **Board Action:** Motion made by Commissioner Trachte to authorize Chairperson McCall to approve and accept all 3 ILAs with the City of Enumclaw as they are, seconded by Commissioner Stubblefield. All in favor.

#### 13. ADJOURNMENT

- **Board Action:** Motion to adjourn meeting made by Commissioner Stubblefield, seconded by Commissioner Hannity. All in favor. Meeting adjourned at 7:56pm.

Approved by:

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Stan McCall, Chairperson

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Ashley Van Dam, District Secretary



# Special District Voucher Approval Document

King County

**Scheduled Payment Date:** 01/31/2017  
**Total Amount:** \$16,516.27  
**Control Total:** 13  
**Payment Method:** CHECK

**District Name:** King County Fire District #28  
**File Name:** AP\_KCFIRE28\_APSUPINV\_20170127120729.csv  
**Fund #:** 100280010

**CONTACT INFORMATION:**

Preparer's Name: ASHLEY VAN DAM


Email Address: avandam@ci.enumclaw.wa.us

**PAYMENT CERTIFICATION:**

RCW (42.24.080)

I, the undersigned, do hereby certify under the penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above named governmental unit, that I am authorized to authenticate and certify to said claim(s).

**Authorized District Signatures for Payment of Claims (Auditing Officer(s) or Board Member(s)) :**

  
 \_\_\_\_\_  
 Authorized District Signature

1/27/17  
 \_\_\_\_\_  
 Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

**SUBMIT SIGNED DOCUMENT TO:**

King County Accounts Payable      Email: SpecialDist.AP@kingcounty.gov  
 Attn: Special Districts              Fax: (206) 263-3767  
 401 5th Avenue, Room 323  
 Seattle, WA 98104

**KING COUNTY FINANCE USE ONLY:**

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



### Special District Voucher Approval Document

King County

District Name: King County Fire District #28

File Name: AP\_KCFIRE28\_APSUPINV\_20170127120729.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice Number	Invoice Date	Amount	Description
BROWN & BROWN OF WA DBA DIMARTINO ASSOC			280012017-01032	2017-01-31	\$1,405.49	SEE REMITTANCE FOR DETAILS
CENTURYLINK			280012017-01033	2017-01-31	\$119.67	SEE REMITTANCE FOR DETAILS
COMCAST			280012017-01034	2017-01-31	\$30.82	SEE REMITTANCE FOR DETAILS
CUMBERLAND WATER CO-OP			280012017-01035	2017-01-31	\$119.24	SEE REMITTANCE FOR DETAILS
DELTA DENTAL OF WASHINGTON			280012017-01036	2017-01-31	\$2,557.75	SEE REMITTANCE FOR DETAILS
DEPT OF LABOR & INDUSTRIES			280012017-01037	2017-01-31	\$4,231.31	SEE REMITTANCE FOR DETAILS
IAFF #3931			280012017-01038	2017-01-31	\$1,443.00	SEE REMITTANCE FOR DETAILS
IAFF FIRE PAC			280012017-01039	2017-01-31	\$127.95	SEE REMITTANCE FOR DETAILS
PUGET SOUND ENERGY			280012017-01040	2017-01-31	\$921.66	SEE REMITTANCE FOR DETAILS
US BANK			280012017-01041	2017-01-31	\$3,838.68	SEE REMITTANCE FOR DETAILS
WASTE MANAGEMENT			280012017-01042	2017-01-31	\$165.70	SEE REMITTANCE FOR DETAILS
WSCFF FAST PAC			280012017-01043	2017-01-31	\$155.00	SEE REMITTANCE FOR DETAILS
WSCFF MEDICAL EMPLOYEE BENEFIT TRUST			280012017-01044	2017-01-31	\$1,400.00	SEE REMITTANCE FOR DETAILS

Page Total \$16,516.27

Cumulative Total \$16,516.27



# Special District Voucher Approval Document

King County

**Scheduled Payment Date:** 02/15/2017  
**Total Amount:** \$36,247.17  
**Control Total:** 31  
**Payment Method:** CHECK

**District Name:** King County Fire District #28  
**File Name:** AP\_KCFIRE28\_APSUPINV\_20170213125033.csv  
**Fund #:** 100280010

**CONTACT INFORMATION:**

Preparer's Name: ASHLEY VAN DAM


Email Address: avandam@ci.enumclaw.wa.us

**PAYMENT CERTIFICATION:**

RCW (42.24.080)

I, the undersigned, do hereby certify under the penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above named governmental unit, that I am authorized to authenticate and certify to said claim(s).

**Authorized District Signatures for Payment of Claims (Auditing Officer(s) or Board Member(s)) :**

  
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 Authorized District Signature

2/13/17  
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 Date

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 Authorized District Signature

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 Date

**SUBMIT SIGNED DOCUMENT TO:**

King County Accounts Payable      Email: SpecialDist.AP@kingcounty.gov  
 Attn: Special Districts              Fax: (206) 263-3767  
 401 5th Avenue, Room 323  
 Seattle, WA 98104

**KING COUNTY FINANCE USE ONLY:**

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



### Special District Voucher Approval Document

King County

District Name: King County Fire District #28

File Name: AP\_KCFIRE28\_APSUPINV\_20170213125033.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice Number	Invoice Date	Amount	Description
CITY OF ENUMCLAW			280012017-02001	2017-02-15	\$1,290.42	SEE REMITTANCE FOR DETAILS
COMCAST			280012017-02002	2017-02-15	\$21.07	SEE REMITTANCE FOR DETAILS
COPIERS NORTHWEST			280012017-02003	2017-02-15	\$37.64	SEE REMITTANCE FOR DETAILS
CREATIVE CONCEPTS			280012017-02004	2017-02-15	\$1,040.00	SEE REMITTANCE FOR DETAILS
DAVIS DOOR SERVICE INC			280012017-02005	2017-02-15	\$321.75	SEE REMITTANCE FOR DETAILS
EAR NOSE THROAT & FACIAL			280012017-02006	2017-02-15	\$500.00	SEE REMITTANCE FOR DETAILS
ENERSPECT MEDICAL SOLUTIONS			280012017-02007	2017-02-15	\$139.62	SEE REMITTANCE FOR DETAILS
FIRE PROTECTION PUBLICATIONS			280012017-02008	2017-02-15	\$130.36	SEE REMITTANCE FOR DETAILS
FOOTHILLS AUTO SUPPLY IC			280012017-02009	2017-02-15	\$3.25	SEE REMITTANCE FOR DETAILS
GATEWAY TRUE VALUE			280012017-02010	2017-02-15	\$26.87	SEE REMITTANCE FOR DETAILS
GLENDALE HEATING AIR CONDITIONING			280012017-02011	2017-02-15	\$868.75	SEE REMITTANCE FOR DETAILS
JAMES OIL CO. INC			280012017-02012	2017-02-15	\$940.31	SEE REMITTANCE FOR DETAILS
JOHNSON EXTERIORS INC			280012017-02013	2017-02-15	\$3,265.61	SEE REMITTANCE FOR DETAILS
JOSEPH TEMPLE			280012017-02014	2017-02-15	\$207.79	SEE REMITTANCE FOR DETAILS
KING COUNTY FIRE TRAINING OFFICERS ASSOC			280012017-02015	2017-02-15	\$100.00	SEE REMITTANCE FOR DETAILS
KING COUNTY RADIO COMMUNICATION SERVICES			280012017-02016	2017-02-15	\$1,568.54	SEE REMITTANCE FOR DETAILS
L.N. CURTIS & SONS			280012017-02017	2017-02-15	\$1,572.43	SEE REMITTANCE FOR DETAILS
LEMAY MOBILE SHREDDING			280012017-02018	2017-02-15	\$23.44	SEE REMITTANCE FOR DETAILS
LEOFF HEALTH & WELFARE TRUST			280012017-02019	2017-02-15	\$17,011.75	SEE REMITTANCE FOR DETAILS
LIFE ASSIST INC			280012017-02020	2017-02-15	\$736.02	SEE REMITTANCE FOR DETAILS
MAIL EXPRESS BUSINESS CENTER			280012017-02021	2017-02-15	\$38.29	SEE REMITTANCE FOR DETAILS
PRAXAIR DISTRIBUTION INC			280012017-02022	2017-02-15	\$17.63	SEE REMITTANCE FOR DETAILS
PUGET SOUND ENERGY			280012017-02023	2017-02-15	\$1,165.96	SEE REMITTANCE FOR DETAILS
SCHIPPER GREG			280012017-02024	2017-02-15	\$26.00	SEE REMITTANCE FOR DETAILS
SEAWESTERN			280012017-02025	2017-02-15	\$955.46	SEE REMITTANCE FOR DETAILS
SNURE LAW OFFICE PSC			280012017-02026	2017-02-15	\$253.00	SEE REMITTANCE FOR DETAILS
STATE BOARD FOR VOLUNTEER FIREFIGHTERS			280012017-02027	2017-02-15	\$2,430.00	SEE REMITTANCE FOR DETAILS
THE SUPPLY SOURCE			280012017-02028	2017-02-15	\$574.86	SEE REMITTANCE FOR DETAILS
TREATS HEATING AND COOLING			280012017-02029	2017-02-15	\$206.53	SEE REMITTANCE FOR DETAILS
VERIZON WIRELESS			280012017-02030	2017-02-15	\$423.82	SEE REMITTANCE FOR DETAILS
WASHINGTON FIRE CHIEFS			280012017-02031	2017-02-15	\$350.00	SEE REMITTANCE FOR DETAILS

Page Total \$36,247.17

Cumulative Total \$36,247.17





# Special District Voucher Approval Document

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King County

**Scheduled Payment Date:** 02/15/2017  
**Total Amount:** \$42.39  
**Control Total:** 1  
**Payment Method:** CHECK

**District Name:** King County Fire District #28  
**File Name:** AP\_KCFIRE28\_APSUPINV\_20170213130401.csv  
**Fund #:** 100286030

### CONTACT INFORMATION:

Preparer's Name: ASHLEY VAN DAM

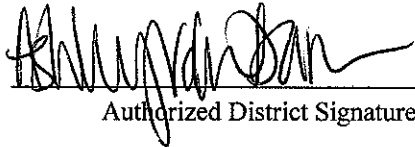
Email Address: avandam@ci.enumclaw.wa.us

### PAYMENT CERTIFICATION:

RCW (42.24.080)

I, the undersigned, do hereby certify under the penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above named governmental unit, that I am authorized to authenticate and certify to said claim(s).

#### Authorized District Signatures for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

  
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 Authorized District Signature

2/13/17  
 \_\_\_\_\_  
 Date

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Authorized District Signature

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Date

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 Fax: (206) 263-3767

#### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



# Special District Voucher Approval Document

King County

District Name: King County Fire District #28

File Name: AP\_KCFIRE28\_APSUPINV\_20170213130401.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice Number	Invoice Date	Amount	Description
KING COUNTY RADIO COMMUNICATION SERVICES			281002017-02001	2017-02-15	\$42.39	SEE REMITTANCE FOR DETAILS

Page Total \$42.39

Cumulative Total \$42.39

**BARS Entries for 01/31/2017**

01/25/2017

Page 1 of 1

<b>Disbursement</b>	<b>Description</b>	<b>Vendor</b>	<b>Entry Total</b>
Direct Deposit	Net Pay	DIRECT DEPOSIT FOR PAYROLL	85,725.62
Direct Deposit	Benefits/Taxes	DEPT OF RETIREMENT SYSTEMS	19,576.01
Direct Deposit	Benefits/Taxes	INTERNAL REVENUE SERVICE	23,354.12
Direct Deposit	Benefits/Taxes	JOHN HANCOCK RETIREMENT PLAN	250.00
Direct Deposit	Benefits/Taxes	NATIONWIDE	7,525.97
Other	Benefits/Taxes	DIRECT DEPOSIT FOR PAYROLL	12,900.00
Voucher	Benefits/Taxes	BROWN & BROWN OF WA dba	1,405.49
Voucher	Benefits/Taxes	DEPT OF LABOR & INDUSTRIES	4,231.31
Voucher	Benefits/Taxes	IAFF #3931	1,443.00
Voucher	Benefits/Taxes	IAFF FIRE PAC	127.95
Voucher	Benefits/Taxes	WSCFF FAST PAC	155.00
Voucher	Benefits/Taxes	WSCFF MEDICAL EMPLOYEE BENEFIT	1,400.00
			158,094.47

# BARS Entries for 02/10/2017

02/01/2017

Page 1 of 1

<b>Disbursement</b>	<b>Description</b>	<b>Vendor</b>	<b>Entry Total</b>
Direct Deposit	Net Pay	DIRECT DEPOSIT FOR PAYROLL	2,590.83
Direct Deposit	Benefits/Taxes	INTERNAL REVENUE SERVICE	517.84
			3,108.67

Period: JAN-2017

Fund: 100280010 FIRE 28 EXPENSE

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	678,779.37	607.29	0.00	679,386.66
02	679,386.66	0.00	0.00	679,386.66
03	679,386.66	319.88	0.00	679,706.54
04	679,706.54	1,474.98	76,150.00	605,031.52
05	605,031.52	80.01	0.00	605,111.53
06	605,111.53	909.32	0.00	606,020.85
07	606,020.85	0.00	0.00	606,020.85
08	606,020.85	0.00	0.00	606,020.85
09	606,020.85	583.41	0.00	606,604.26
10	606,604.26	585.24	7.28	607,182.22
11	607,182.22	1,641.73	35.01	608,788.94
12	608,788.94	1,115.19	0.00	609,904.13
13	609,904.13	5,339.30	36,267.85	578,975.58
14	578,975.58	0.00	0.00	578,975.58
15	578,975.58	0.00	0.00	578,975.58
16	578,975.58	0.00	0.00	578,975.58
17	578,975.58	207.79	0.00	579,183.37
18	579,183.37	1,817.01	87,811.14	493,189.24
19	493,189.24	2,946.73	0.00	496,135.97
20	496,135.97	2,106.63	0.00	498,242.60
21	498,242.60	0.00	0.00	498,242.60
22	498,242.60	0.00	0.00	498,242.60
23	498,242.60	0.00	119,156.50	379,086.10
24	379,086.10	2,092.43	0.00	381,178.53
25	381,178.53	2,949.92	0.00	384,128.45
26	384,128.45	6,875.45	0.00	391,003.90
27	391,003.90	5,874.82	0.00	396,878.72
28	396,878.72	0.00	0.00	396,878.72
29	396,878.72	0.00	0.00	396,878.72
30	396,878.72	2,402.85	0.00	399,281.57
31	399,281.57	582.69	152,947.99	246,916.27
<b>Total</b>		<b>40,512.67</b>	<b>472,375.77</b>	

Average Daily Balance: 524,210.80

Period: JAN-2017

Fund: 100283010 FIRE 28 CAPITAL OUTLAY

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	0.00	0.00	0.00	0.00
02	0.00	0.00	0.00	0.00
03	0.00	0.00	0.00	0.00
04	0.00	0.00	0.00	0.00
05	0.00	0.00	0.00	0.00
06	0.00	0.00	0.00	0.00
07	0.00	0.00	0.00	0.00
08	0.00	0.00	0.00	0.00
09	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00
18	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00
22	0.00	0.00	0.00	0.00
23	0.00	119,156.50	0.00	119,156.50
24	119,156.50	0.00	0.00	119,156.50
25	119,156.50	0.00	0.00	119,156.50
26	119,156.50	0.00	0.00	119,156.50
27	119,156.50	0.00	0.00	119,156.50
28	119,156.50	0.00	0.00	119,156.50
29	119,156.50	0.00	0.00	119,156.50
30	119,156.50	0.00	0.00	119,156.50
31	119,156.50	0.00	0.00	119,156.50
<b>Total</b>		<b>119,156.50</b>	<b>0.00</b>	

Average Daily Balance: 34,593.82

Period: JAN-2017

Fund: 100286030 FIRE 28 SPECIAL RESCUE RESERVE

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	14,138.40	13.55	0.00	14,151.95
02	14,151.95	0.00	0.00	14,151.95
03	14,151.95	0.00	0.00	14,151.95
04	14,151.95	0.00	0.00	14,151.95
05	14,151.95	0.00	0.00	14,151.95
06	14,151.95	0.00	0.00	14,151.95
07	14,151.95	0.00	0.00	14,151.95
08	14,151.95	0.00	0.00	14,151.95
09	14,151.95	0.00	0.00	14,151.95
10	14,151.95	0.00	0.00	14,151.95
11	14,151.95	0.00	0.00	14,151.95
12	14,151.95	0.00	0.00	14,151.95
13	14,151.95	0.00	0.00	14,151.95
14	14,151.95	0.00	0.00	14,151.95
15	14,151.95	0.00	0.00	14,151.95
16	14,151.95	0.00	0.00	14,151.95
17	14,151.95	0.00	0.00	14,151.95
18	14,151.95	0.00	0.00	14,151.95
19	14,151.95	0.00	40.22	14,111.73
20	14,111.73	0.00	0.00	14,111.73
21	14,111.73	0.00	0.00	14,111.73
22	14,111.73	0.00	0.00	14,111.73
23	14,111.73	0.00	0.00	14,111.73
24	14,111.73	0.00	0.00	14,111.73
25	14,111.73	0.00	0.00	14,111.73
26	14,111.73	0.00	0.00	14,111.73
27	14,111.73	0.00	0.00	14,111.73
28	14,111.73	0.00	0.00	14,111.73
29	14,111.73	0.00	0.00	14,111.73
30	14,111.73	0.00	0.00	14,111.73
31	14,111.73	0.35	0.00	14,112.08
<b>Total</b>		<b>13.90</b>	<b>40.22</b>	

Average Daily Balance: 14,135.09

&lt;-----End of Report-----&gt;

<b>Fund</b>	<b>Fund Name</b>	<b>Ending Balance</b>
100280010	FIRE 28 EXPENSE	259,583.12
100283010	FIRE 28 CAPITAL OUTLAY	119,156.50
100286030	FIRE 28 SPECIAL RESCUE RESERVE	14,112.08
	<b>Total</b>	<b>392,851.70</b>

<-----End of Report----->



**AUTOMATIC & MUTUAL AID AGREEMENT WITH EAST PIERCE FIRE & RESCUE**

**ENUMCLAW FIRE DEPARTMENT  
KING COUNTY, STATE OF WASHINGTON  
RESOLUTION # 2017-003**

A RESOLUTION OF ENUMCLAW FIRE DEPARTMENT AUTHORIZING THE ENTRY INTO AN AUTOMATIC & MUTUAL AID AGREEMENT WITH EAST PIERCE FIRE & RESCUE.

**WHEREAS**, to enhance the fire protection and response the Fire District has entered into an agreement for Automatic and Mutual Aid with the neighboring jurisdiction of East Pierce Fire & Rescue attached hereto as Exhibit "1", and

**WHEREAS**, the entry into the automatic and mutual aid agreements with neighboring jurisdictions enhances the capability of Enumclaw Fire Department in promoting the health, safety and welfare of the residents of the Fire District.

**NOW, THEREFORE**, the Board of Commissioners of Enumclaw Fire Department do hereby resolve as follows:

Section 1: That the Fire Chief is authorized to enter into an Automatic and Mutual Aid Agreement with East Pierce Fire & Rescue, attached hereto and incorporated by reference as Exhibit "1"

Section 2: If any provision of this Resolution and/or the attached Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this Resolution and/or the attached Agreement shall remain in full force and effect.

DONE IN OPEN AND REGULAR SESSION this **15th** day of **February, 2017**.

\_\_\_\_\_  
Stan McCall, Commissioner

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Angela Stubblefield, Commissioner

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Jim Zoll, Commissioner

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Amy Trachte, Commissioner

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David Hannity, Commissioner

Attested:

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Ashley Van Dam  
Secretary for Enumclaw Fire Department

Approved as to Form:

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Michael J. Reynolds  
Attorney for Enumclaw Fire Department

# AUTOMATIC AND MUTUAL AID AGREEMENT

Between

ENUMCLAW FIRE DEPARTMENT

And

EAST PIERCE FIRE AND RESCUE

THIS MUTUAL AID AGREEMENT is entered into this 9th day of January, 2017, by and between the Enumclaw Fire Department and East Pierce Fire & Rescue.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.

## **RECITALS AND DEFINITIONS**

- 1) **WHEREAS**, Fire protection districts may enter into and perform any and all necessary contracts, pursuant to RCW 52.12.021;
- 2) **WHEREAS**, Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services and responses to other situations or events which are, or may be, hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions;
- 3) **WHEREAS**, In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party to this agreement, to provide supplemental fire suppression and emergency medical service

equipment and personnel. Also, mutual aid is appropriate during certain non-emergent incidents such as coverage during a firefighter funeral in a nearby district;

- 4) **WHEREAS**, Each of the parties may have the necessary equipment and personnel to enable it to provide such service to another party in the event of such an emergency, insofar as the service capabilities of the responding party are not impacted;
- 5) **WHEREAS**, The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to another; and
- 6) "Mutual Aid" is defined to mean aid or assistance to an emergency scene, in the form of resources such as personnel and equipment or apparatus, provided to a department having jurisdiction, upon such party's request for assistance pursuant to this agreement.
- 7) "Automatic Aid", as distinguished from "Mutual Aid", is defined to mean aid or assistance to an emergency scene, in the form of resources such as personnel and equipment or apparatus, provided to a department having jurisdiction, automatically (such as by computer-aided dispatch) or due to a prior arrangement between the two jurisdictions for such assistance, in the event of such an emergency.
- 8) "Initial emergency services" shall mean all assistance, with apparatus, equipment and human resources/personnel provided within the first 24 hours after arrival upon scene by the agency/responding party. The cost of initial emergency services is not reimbursed to the responding agency, except in

the form of mutual and reciprocal response when needed from the agency requesting assistance. Emergency services rendered after such initial emergency services (a single operational period) are outside the scope of mutual aid.

## **SUBSTANTIVE PROVISIONS**

The parties subject to the terms of this agreement, to carry out the purposes and functions described above, and in consideration of the benefits to be received by each of the parties, agree as follows:

- 1) **Administration**- No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Fire Chiefs of each agency.
- 2) **Request for Assistance** - The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency within the boundaries of their jurisdiction is authorized to request assistance from any party to this agreement if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
- 3) **Response to Request** - Upon receipt of such request, the commanding officer of the party receiving the request shall immediately take the following action:
  - a) Immediately respond with requested resources or contact the requesting agency's dispatch center with notification that a portion of or all of the resources requested are not available, provided, that nothing in this agreement shall preclude such a party from refusing the request when the

requesting agency has demonstrated by its recent history that it is not capable of responding mutually and reciprocally to such party's possible request for mutual aid under present circumstances. Such decision shall not be a tactical decision, but rather a policy decision made at the Fire Chief level.

- 4) **Command Responsibility at Emergency Scene** - Command responsibility at the scene rests with the party in whose jurisdiction the incident requiring mutual aid has occurred (hereinafter referred to as the "department having jurisdiction"). The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
- 5) **Liability** - The parties agree that the department having jurisdiction shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities which arise out of command decisions or judgments.

Subject to the above, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom as to each party's own actions relating to performance under this agreement. Neither party shall be deemed to be an agent of the other party, for purposes of this agreement.

- 6) **Compensation** - Each party agrees that it will not seek compensation for "initial emergency services" rendered under this agreement from any party requesting assistance, **provided, however**, that services rendered after the initial emergency

services period has ended will be fully compensable by the party seeking assistance, and may therefore be promptly invoiced by the responding agency. Each party further agrees that when the requesting agency has demonstrated by its recent history that it is not capable of responding or willing to respond mutually or the frequency of requests could be construed as supporting or supplementing service to such agency, then the providing agency may seek compensation for the services provided. **Provided further, that** in the event of a natural disaster or emergency, regardless of the type of hazard (fire, earthquake, volcanic eruption, landslide, terrorist acts, etc.) any party responding outside of its own jurisdiction may request reimbursement from any appropriate federal or state agency (such as FEMA or Washington State DNR) for all incurred costs of such responses, and **provided further**, that this paragraph shall have no application to other emergency services rendered by any party to a federal agency whose property is located outside of the party's jurisdictional boundaries. Nor shall this paragraph apply to services rendered by a party to tribal trust lands, whether such lands lie within or outside of the party's jurisdictional boundaries. Extraterritorial service to federal properties and service to tribal trust lands, wherever situated, should be governed by written contract between the fire department and the agency or tribe.

- 7) **Insurance** - Each party agrees to maintain adequate automobile and commercial general liability insurance coverage for its own equipment and personnel, covering their operations.
- 8) **Concurrent Originals** - This Agreement may be signed in concurrent or counterpart originals.

9) **Document Control – Execution** - The parties agree that sufficient concurrent originals of this agreement shall be produced and distributed for signature by the necessary officials to bind each party. Upon execution, the executed counterpart originals hereof shall be returned to the offices of the Pierce County Fire Chiefs Association, which shall act as Secretary hereunder for the sole purpose of maintaining and filing the originals in one place and available to all parties. The executed counterpart originals will be stamped on receipt by the Secretary to show the date of filing with the Secretary as described above. Upon receipt by the Secretary of the executed counterpart originals, each such original shall form and become a part of one agreement binding on all parties.

10) **Duration** - The duration of this agreement shall be for one year commencing from the date of filing with the Secretary, as described above, of not less than two counterpart originals, **provided** that the agreement shall be automatically continued from year to year unless terminated as provided below.

11) **Termination** - This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

(a) Written notice shall be served by any party hereto upon the Secretary or any other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.



(b) Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.

(c) Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

12) **Separate Property**- All equipment purchased or acquired by a Party to this Agreement and used in common, for purposes of this Agreement, shall be retained by the purchasing Party upon withdrawal from this Agreement.

13) **Agreement Not Exclusive** - This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual aid agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this agreement.

14) **Filing** - As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force, with each applicable county auditor, or alternatively, listed by subject on either party's web site., And also be filed with each Fire District Secretary.

15) **Recitals Incorporated by Reference** - All recitals above are hereby incorporated into, and made a part of, this agreement as operative provisions thereof.

- 16) **No Third-Party Beneficiaries**-This Agreement shall not be construed to benefit any third-party or otherwise limit the application or protection of the “Public Duty Doctrine” to the District or the Agency. This agreement shall be governed by Washington law.
- 17) **Amendment**- No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein. This Agreement merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to subject matter hereof and constitutes the entire Agreement between the parties.
- 18) **Waiver**- No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 19) **Severability**-In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in

any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ENUMCLAW FIRE DEPARTMENT**

**EAST PIERCE FIRE AND RESCUE**

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Randy Fehr, Fire Chief

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Bud Backer, Fire Chief

Date Signed: February \_\_, 2017

February \_\_, 2017