

CITY OF SNOQUALMIE
Public Safety Council Committee Agenda
Tuesday, February 18 5:00 p.m.
Snoqualmie City Hall – Second Floor Conference Room
38624 SE River St
Snoqualmie, WA 98065

This is an Open Public Meeting. Please call Tomm Munro at 425-888-1551 for additional information Committee Members:

Bob Jeans - Chair	bjeans@snoqualmiewa.gov
Sean Sundwall - Member	ssundwall@snoqualmiewa.gov
Peggy Shepard - Member	pshepard@snoqualmiewa.gov

Staff Attendees:

Mark Correira - Fire Chief	mcorreira@snoqualmiewa.gov
Perry Phipps - Police Chief	pphipps@snoqualmiewa.gov
Nick Almquist - Police Captain	nalmquist@snoqualmiewa.gov
Mike Bailey - Fire Deputy Chief	mbailey@snoqualmiewa.gov
Tomm Munro - Fire Administrative Coordinator	tmunro@snoqualmiewa.gov
Deanna Mihelich - Police Administrative Coordinator	dmihelich@snoqualmiewa.gov

CALL TO ORDER

- Citizen Comments & Request for Items Not on the Agenda

NEW BUSINESS

- **Page 2** AB20-026; Unmanned Aircraft Systems (UAS) Ordinance
- **Page 10** AB20-028; Department of Natural Resources Fire Service Agreement
- **Page 23** AB20-018; Memorandum of Understanding (IAFF and COS) regarding alternative 6-day shift staffing

DISCUSSION ITEM

- Corona Virus; Discussion
- Youth and Domestic Violence Incidents; Discussion

UPCOMING ITEMS

- Fire Department Fee Schedule
- Firewise Program



City of Snoqualmie City Council Agenda Bill

Council Meeting Date: Monday, February 24, 2020

Agenda Bill#: AB20-026

Department:

Date Submitted:

Author:

Council Committee: Public Safety Committee

Title: Ordinance __ adding Chapter 17.79 to the Snoqualmie Municipal Code relating to the operation and use of unmanned aircraft systems; providing for the severability, codification, exemptions and requirements thereof; and declaring an effective date. (Introduction 2/24/2020, Action 3/9/2020).

Action Required:

Exhibits: [UAS Ordinance](#)

Budget: \$0.00

Council Agenda Report:

Summary Statement:

The Snoqualmie Police and Fire Departments provided in-depth research on UAS operations and restrictions. The proposed Ordinance offers a balance between allowing UAS operators the freedom to operate their devices under FAA regulations while protecting the public from harassment.

Recommended Action:

Ordinance __ adding Chapter 17.79 to the Snoqualmie Municipal Code relating to the operation and use of unmanned aircraft systems; providing for the severability, codification, exemptions and requirements thereof; and declaring an effective date. (Introduction 2/24/2020, Action 3/9/2020).



City of Snoqualmie City Council Agenda Bill

Council Agenda Staff Report for AB20-026

TO: Snoqualmie City Council
Public Safety Committee

FROM: Mark Correira, Director of Emergency Management

DATE: Thursday, February 13, 2020

SUBJECT: AB20-026 - Ordinance ___ adding Chapter 17.79 to the Snoqualmie Municipal Code relating to the operation and use of unmanned aircraft systems; providing for the severability, codification, exemptions and requirements thereof; and declaring an effective date. (Introduction 2/24/2020, Action 3/9/2020).

BACKGROUND

In 2018, the Snoqualmie Fire and Police Department began investigating the use of unmanned aerial systems (UAS) for public safety purposes. During our investigation, we realized that some cities were adopting UAS regulations. As a best practice, both Public Safety Departments developed and proposed to Council a UAS ordinance. The purpose of the Ordinance was to regulate where hobbyists and certified pilots could fly their UASs. Cities have a limited ability to govern UAS operations as once the devices launch off the ground, the federal aviation administration (FAA) regulates their use. Because of this, cities approach regulation from a land-use code perspective. The process the City used for this proposed Ordinance was two-fold. First, City staff researched best practices in UAS regulations. It involved looking at other city municipal codes, National League of Cities and other similar reference documents, and FAA regulations. A draft version of the municipal code was developed and prepared for further evaluation. The second stage of the review process engaged external stakeholders for their expertise. First, the Snoqualmie Planning Commission provided feedback on land use and UAS operation issues. Next, a focus group of UAS operators provided input. This group ranged from hobbyists to UAS-licensed photojournalists from a Seattle news station. This group provided valuable feedback for the staff to consider. More specifically, the group recommended an ordinance that enables the use of UAS versus one that is more restrictive. The final version of the document includes the suggested changes from both groups. The final recommended version was presented to the Public Safety Committee at their February 3, 2020 meeting, and discussed at the February 18, 2020 meeting. The initial version of this Ordinance was much more restrictive and modeled other larger cities throughout the country. After discussing it with the different groups, it was decided to remove some of the restrictions as they were unnecessary. As an example, the original proposed Ordinance restricted UAS from launching within proximity to detention centers. This requirement was later found to be useless as there is a "no-fly-zone" around the Echo Glen Children's Center UAS cannot fly over this area. In the end, the document supports the enabling approach suggested by the focus group. The proposed Ordinance aligns with the current FAA regulations and includes enforcement language to address operators not flying in compliance with these regulations. Staff is recommending this as a reasonable approach to enabling the use of UAS while regulating inappropriate uses. At the time this report was authored, there have been only two complaints to City staff about UAS operations or harassment.

ANALYSIS

The Snoqualmie Police and Fire Departments provided in-depth research on UAS operations and restrictions. The proposed Code offers a balance between allowing UAS operators the freedom to operate their devices under FAA regulations while protecting the public from harassment. Some cities and counties in the Puget Sound Region have adopted municipal codes to regulate UAS operations. Most regulations focus on restriction from parks and few address harassments. In discussion with the Planning Commission and Focus Group, it was decided to include language on harassment and enforcement. One member of the Planning Commission reported being harassed by a UAS while exercising. The Focus Group had no concerns with adding this language.

RECOMMENDATION

Staff recommends the adoption of this ordinance. It is a balance that allows operators to use their devices responsibly while providing law enforcement with the tools needed to enforce problematic behaviors.

BUDGET

There are no budget expenditures or impacts with this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON ADDING CHAPTER 17.79 TO THE SNOQUALMIE MUNICIPAL CODE – RELATING TO THE OPERATION AND USE OF UNMANNED AIRCRAFT SYSTEMS; PROVIDING FOR THE SEVERABILITY, CODIFICATION, EXEMPTIONS AND REQUIREMENTS THEREOF; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the rapid implementation of and evolution in the technology of unmanned aircraft, also known as “drones,” have created a growing community of drone-flying hobbyists and commercial applications for the use of drones that can positively stimulate growth and increase economic efficiency for an array of business; and

WHEREAS, the City wishes to regulate the use of property within the City of Snoqualmie for the operation of unmanned aircraft within the City of Snoqualmie, while also protecting the safety and privacy of residents and visitors to the City and avoiding trespasses and nuisances caused by hobbyists and/or commercial drone users; and

WHEREAS, technological developments now make it possible for unmanned aircraft to travel at speeds over 100 miles per hour, carry payloads, and fly more than a mile away from the operator at heights over 3000 feet, all of which has increased the potential for unmanned aircraft to endanger the safety and well-being of the residents, visitors, and property; and

WHEREAS, while the proliferation and continued reduction in size of unmanned aircraft has made them more available and adaptable, it has also made them capable of being flown into stadiums, schools, and over larger gatherings, potentially bypassing security checkpoints and other public safety measures designed to protect the residents and visitors; and

WHEREAS, the City Council of the City of Snoqualmie wishes to regulate hobbyist and commercial use of unmanned aircraft while balancing the paramount need to protect the well-being, quality of life, and privacy of its citizens;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF

SNOQUALMIE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 17.79 Added. A new Chapter 17.79 of the Snoqualmie Municipal

Code has been added to read as follows:

**CHAPTER 17.79
UNMANNED AIRCRAFT SYSTEMS**

Sections:

- 17.79.010 Definitions.
- 17.79.020 14 CFR Part 107 - Small Unmanned Aircraft Systems
- 17.79.030 49 U.S.C. §44809 - Exception for Limited Recreational Operations of Unmanned Aircraft
- 17.79.040 Operation of Unmanned Aircraft Systems in an Unsafe Manner; Duty to Give Information and Render Aid.
- 17.79.050 Harassment and Voyeurism
- 17.79.060 Affirmative Defense and Exemptions.
- 17.79.070 Enforcement.

17.79.010. Definitions.

When used in this Chapter, the following words shall have the meanings set forth

below:

- a. *Aircraft*: any contrivance invented, used, or designed to navigate, or fly in the air.
- b. *Assist*: to substantially aid in the operation of an unmanned aircraft, including acting as a visual observer as described in this section.
- c. *Operate*: to use, cause to use, or authorize to use, with or without the right to legal control.
- d. *Operator*: any person who manipulates the flight controls of, is a pilot-in-command of, or otherwise operates an unmanned aircraft system; provided, however, the term “operator” does not include a representative of the Snoqualmie Police Department or the Snoqualmie Fire Department acting in his or her official capacity.
- e. *Small unmanned aircraft*: an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.
- f. *Unmanned Aircraft*: an aircraft operated without the possibility of direct human intervention from within or on the aircraft.
- g. *Unmanned Aircraft System (UAS)*: an unmanned aircraft and its associated elements (including communication links and the components that control the unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

- h. *Visual Observer*: the term “visual observer” means a person who assists the unmanned aircraft operator to see and avoid other air traffic or objects aloft or on the ground.

17.79.020. 14 CFR part 107 – Small Unmanned Aircraft Systems

1. Any person who operates or assists in the operation of an unmanned aircraft system for business or commercial purposes must comply with all the provisions of the Code of Federal Regulations Title 14, Part 107 – Small Unmanned Aircraft Systems (14 CFR Part 107).
2. 14 CFR Part 107 and any future changes to it are hereby incorporated by reference as Section 17.79.020(2) of the Snoqualmie City Code. The full text of 14 CFR Part 107 is available at <https://www.govinfo.gov/content/pkg/CFR-2019-title14-vol2/xml/CFR-2019-title14-vol2-part107.xml>.

17.79.030. 49 U.S.C. §44809 – Exception for Limited Recreational Operations of Unmanned Aircraft

1. Any person who operates or assists in the operation of an unmanned aircraft system for recreational purposes only must comply either with 14 CFR Part 107, as codified in Chapter 17.79.020 SMC or with 49 U.S.C. §44809 – Exception for Limited Recreational Operations of Unmanned Aircraft.
2. 49 U.S.C. §44809 and any future changes to it are hereby incorporated by reference as Section 17.79.030(2) of the Snoqualmie City Code. The full text of 49 U.S.C. §44809 is available at <https://www.govinfo.gov/content/pkg/FR-2019-05-17/pdf/2019-10169.pdf>.

17.79.040. Operation of Unmanned Aircraft Systems in an Unsafe Manner; Duty to Give Information and Render Aid.

1. It is unlawful for any person to operate or assist in the operation of an unmanned aircraft system while under the influence of alcohol or chemical substance.
2. It is unlawful to operate any unmanned aircraft system that has been equipped with any firearm, tear gas gun or chemical device, explosive, destructive devise, shotgun, slingshot, dirk, billie, knife, electronic weapon device, dart firing stun gun, common pocket knife, or any other item designed or redesigned to be used as a weapon.
3. It is unlawful for any person to operate or assist in the operation of an unmanned aircraft system in a careless or reckless manner, so as to endanger the human or animal life, or property of another.
4. The operator and any assistant operator of an unmanned aircraft system that is involved in a crash resulting in injury to, or the death of another person must remain at the scene of the crash until such person has provided to the injured person his or her name, address, and contact information, unmanned aircraft system registration number from the FAA, and remote pilot certification, if such certification was previously obtained, and must

render to any person injured in the crash reasonable assistance including carrying or making arrangements for the carrying of such person to a physician, surgeon, or hospital for medical treatment if necessary, or if such carrying is requested by the injured person.

5. The operator and any assistant operator of an unmanned aircraft system that is involved in a crash resulting in damage to the attended property of another must remain at the scene of the crash until such operator or any assistant operator has provided his or her name, address, and contact information, unmanned aircraft system registration number from the FAA, and remote pilot certification, if such certification was previously obtained.
6. The operator and any assistant operator of an unmanned aircraft system that is involved in a crash resulting in damage to the unattended property of another must remain at the scene of the crash until such operator or assistant operator has attached securely in a conspicuous place in or on the property a written notice giving his or her name, address, and contact information, unmanned aircraft system registration number from the FAA, and permit number for unmanned aircraft flight, if such permit was previously obtained.
7. Failure to comply with any of the requirements of this section is unlawful.
8. Penalties.
 - a. Any person who violates the provision of subsections (1), (2), (3), and/or (6) of this paragraph shall be guilty of a misdemeanor.
 - b. Any person who violates subsections (4) or (5) of this paragraph shall be guilty of a gross misdemeanor.

17.79.050 Harassment and Voyeurism

1. Use of unmanned aircraft for harassment or voyeurism prohibited.
 - a. It is unlawful to operate or assist in the operation of an UAS to secretly observe, videotape, film, photograph or record another person, without the knowledge or consent of that person, under circumstances where the person being observed, videotaped, filmed, photographed or recorded has a reasonable expectation of privacy.
 - b. It is unlawful to operate or assist in the operation of an UAS on another person's private property or in the airspace above that person's private property in order to observe, capture, or attempt to capture visual images or other physical impression of that person engaging in a private, personal or familial activity, without the permission of that person, if in the absence of the use of an UAS, such observation or visual image could not have been conducted or achieved without a trespass. For the purposes of this section, a person is presumed to have a reasonable expectation of privacy on his or her privately owned real property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of an UAS.

- c. It is unlawful to operate or assist in the operation of an UAS to look into a dwelling, structure or conveyance where a person has reasonable expectation of privacy, regardless of whether it is part of a public accommodation.
 - d. It is unlawful to operate or assist in the operation of an UAS with the intent to offend, annoy, abuse, follow, stalk, threaten or harass a person, whether the person is located within or without a structure, and whether they are on public or private property.
2. Penalty. Any person who violates any provision of 17.79.050 shall be guilty of a gross misdemeanor.

Section 17.79.060. Affirmative Defenses.

1. Proof that the unmanned aircraft system was operated at the direction of a governmental agency, such that it should be considered a public aircraft constitutes an affirmative defense to any civil or criminal action brought under the provisions of Sections 17.79.040(5) or (6) or 17.79.050 above.

Section 17.79.070. Enforcement

1. The Snoqualmie Police Chief or designee, or the Snoqualmie Code Enforcement Officer is authorized to enforce or seek enforcement of the provisions of this chapter.
2. Contraband: Any UAS operated in violation of this ordinance shall be subject to seizure and retention as evidence in any civil or criminal proceeding.
3. Notice: Any person who operates or assists in the operation of an UAS is responsible to ensure that he or she is in compliance with all applicable federal, state, and local laws. Nothing in this section shall be construed as granting any person permission to operate or assist in the operation of an unmanned aircraft in violation of any other federal, state, or local law.

Effective Date. This ordinance will take effect five (5) days from and after its passage and publication, as provided by law.

Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this ____ day of _____, 2020.

Matthew R. Larson, Mayor

Attest:

Jodi Warren, MMC, City Clerk

APPROVED AS TO FORM:

Bob C. Sterbank, City Attorney



City of Snoqualmie City Council Agenda Bill

Council Meeting Date: Monday, February 24, 2020

Agenda Bill#: AB20-028

Department:

Date Submitted:

Author:

Council Committee: Public Safety Committee

Title: Department of Natural Resources Forestland Assistance Agreement

Action Required:

Exhibits: [Agreement](#)

Budget: \$0.00

Council Agenda Report:

Summary Statement:

This agreement allows the City to provide for mutual assistance and cooperation in the control and suppression of wildland fires. It also provides for the dispatching and payment for these services.

Recommended Action:

MOVE to approve the Department of Natural Resources Forestland Assistance Agreement, and authorize the Mayor to sign.



City of Snoqualmie City Council Agenda Bill

Council Agenda Staff Report for AB20-028

TO: Snoqualmie City Council
Public Safety Committee

FROM: Mark Correira, Fire Chief

DATE: Thursday, February 13, 2020

SUBJECT: AB20-028 - Department of Natural Resources Forestland Assistance Agreement

BACKGROUND

The Snoqualmie Fire Department has five wildland trained firefighters who respond to wildland fire events throughout the State. To facilitate the deployment of these resources, the Department of Natural Resources (DNR) establishes agreements with local agencies. This agreement allows the City to provide for mutual assistance and cooperation in the control and suppression of wildland fires. It also provides for the dispatching and payment for these services. If a wildland fire were to start in the region, the DNR would request assistance from agencies throughout the area. If available, Snoqualmie firefighters would respond to this request. The firefighters are compensated while they are on deployment, in the city is reimbursed for these expenses, and any other expenses needed to facilitate this response. This agreement allows for requesting these resources and for the repayment of the services. Additionally, this agreement allows the City to respond to DNR Properties around the City if assistance it needed. This DNR agreement replaces an identical agreement that expired on June 24, 2019. The city's legal team has reviewed the document and approved it to form.

ANALYSIS

On occasion, Snoqualmie firefighters responded to DNR mutual assistance requests. These requests allow the Firefighters to respond and operate on wildland fire events, giving them the experience needed to fight a wildland fire near the City. Costs associated with these deployments are reimbursed to the City, along with any necessary backfill to replace them when they're gone. There is a small amount of staff time required to facilitate this program, but this investment exceeds the value in training and experiences the firefighters receive while deployed.

RECOMMENDATION

Staff recommends approval of this agreement and authorize the mayor to sign.

BUDGET

There are no budgetary effects.



FORESTLAND RESPONSE AGREEMENT

Agreement No. 93-098982

This Agreement is entered into between the state of Washington, Department of Natural Resources, **South Puget Sound Region**, hereinafter referred to as “DNR”, and the below named Department, hereinafter referred to as “Department.”

City of Snoqualmie for Fire Department
37600 SE Snoqualmie Parkway
Snoqualmie, WA 98065
Phone: 425-888-1551
FAX: 425-888-1513
Email: firechief@ci.snoqualmie.wa.us

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the Department and to contract for the DNR to assist in fire protection services on forestland within Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service Department jurisdictional boundaries.
- Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the Department boundaries and to Department resources ordered through the DNR Region or Division for dispatch outside of Department boundaries for support provided by DNR as

outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of Department boundaries.

3. **Term.** The term of this agreement is **June 24, 2019**, or date of execution, whichever is later, through **June 24, 2024**.
4. **Jurisdictional Responsibility:** Within or adjacent to the Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and Department is NOT collecting fire protection levy
 - (2) **Sole Department Jurisdiction:** Land subject to Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole Department Jurisdiction:** In the event of a fire emergency in a sole Department jurisdiction area, the Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the Department is the first arriving agency, the Department on-site initial responders shall establish command until released by a representative of DNR.
 - (2) **Sole Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the Department.

- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision may be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the Department and DNR shall mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the Department jurisdictional boundaries; which is incorporated by reference herein.

- 10. Fire Investigation:** The Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.
- (2) **Sole DNR Jurisdiction:** If the Department responds, DNR will pay for Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.

- (3) **Sole Department Jurisdiction:** If DNR responds, the Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If Department personnel is dispatched by DNR outside of Department jurisdictional boundaries, DNR will pay for Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.
- (2) **DNR Dispatch:**

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the Department boundaries.

14. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required

insurance may result in the termination of the Agreement at DNR’s option. If the Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** Department shall purchase and maintain employer’s liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:
 - a. “Any Auto” (Symbol 1).
 - b. If Department-owned personal vehicles are used, the BAP must cover “Owned Autos Only” (Symbol 2).
 - c. If Department hires autos, the BAP must cover “Hired Autos Only” (Symbol 8).

d. If Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

(4) **Workers Compensation Insurance or Equivalent:** The Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15. Service Limitations. The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.

16. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

17. Renegotiation and Modification: The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

18. Assignment and Delegation: This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

19. Remedies: Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.

20. Compliance with Laws: Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.

- 21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 23. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 24. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

25. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Jane Potter
Title: Fire Regulations Coordinator
Address: 950 Farman Ave No
City/State/Zip: Enumclaw, WA. 98022
Phone: 360-825-1631
Email: jane.potter@dnr.wa.gov

DEPARTMENT AGREEMENT MANAGER
Name: Mark Correira
Title: Fire Chief
Address: 37600 SE Snoqualmie Parkway
City/State/Zip: Snoqualmie, WA 98065
Phone: 425-888-1551
Email: firechief@ci.snoqualmie.wa.us

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DEPARTMENT

 Signature Date

 Printed Name

 Title

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

 Signature Date
Scott Sargent

 Printed Name
South Puget Sound Region Manager

 Title

DEPARTMENT

 Signature Date

 Printed Name

 Title

DEPARTMENT

 Signature Date

 Printed Name

 Title

DEPARTMENT

 Signature Date

 Printed Name

 Title

Operation Guidelines
Resources ordered through the DNR Region or Division for
dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch Department resources to incidents outside of the Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the Department. Dispatches can include out of the state of Washington. Participation by a Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to paid members:

- Washington Fire Service (WFS) paid members who participate on the Northwest Interagency Incident Management Teams (NWIMT primary/alternate pool/trainee) and any paid members who wish to participate in any other capacity on incidents in which Department supports.

This agreement does NOT extend to volunteers:

- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed to update status in the Resource Ordering Status System (ROSS));
- 3) To keep equipment and personnel status current in ROSS by selecting option a. or b. below as the preferred option. List available resources on the following resource list addendum. (Check one):
 - a. DNR Region will give Web-Status rights to ROSS for department employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildfire Division in order to ensure statewide readiness.

- 4) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.);

- 5) All personnel and equipment dispatched will be paid by the Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);
- 6) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 7) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 8) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 9) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 10) Only utilize agency owned vehicles or procured rental vehicles on the fire line or offroad.

DNR agrees to:

- 1) Assist the Department with updating status' in ROSS;
- 2) Maintain IQS records for Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Department at the Total Cost of personnel. This includes, regular time, overtime, and Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

****Rental vehicles must be procured consistent with the R6 USFS rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information. In order to provide audit tracking for all rental vehicles, rentals ordered for overhead resources with ROSS O # Resource Orders, will have a support request ROSS order attached to that O# resource, with an E# assigned to the vehicle. The overhead resource and Dispatch will ensure that if that person is re-assigned or released, the supporting vehicle order will also be re-assigned or released.**

**DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource

	EQUIPMENT make, model, year, license, VIN and type	RATE/NEGOTIATED RATE *

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:



City of Snoqualmie City Council Agenda Bill

Council Meeting Date: Monday, February 24, 2020

Agenda Bill#: AB20-018

Department:

Date Submitted:

Author:

Council Committee: Public Safety Committee

Title: Memorandum of Understanding between the City of Snoqualmie and the International Association of Firefighters Local 2878

Action Required:

Exhibits:

[2020 MOU modified 6 day shift \(003\)](#)

[Attachment A Monthly Schedule for modified 6 day shift](#)

Budget:

\$0.00

Council Agenda Report:

Summary Statement:

This Memorandum of Understanding avoids overtime expenses by allowing one firefighter to work overtime-shifts as part of their regular schedule. It decreases the number of needed 24 hour overtime shift from 82 to 20 and equates to an estimated \$40,635 savings to the City.

Recommended Action:

MOVE to approve the Memorandum of Understanding between the City of Snoqualmie and the International Association of Firefighters Local 2878



City of Snoqualmie City Council Agenda Bill

Council Agenda Staff Report for AB20-018

TO: Snoqualmie City Council
Public Safety Committee

FROM: Mark Correira, Fire Chief

DATE: Wednesday, February 12, 2020

SUBJECT: AB20-018 - Memorandum of Understanding between the City of Snoqualmie and the International Association of Firefighters Local 2878

BACKGROUND

The City of Snoqualmie and the International Association of Firefighters (IAFF) local 2878 have agreed to a temporary modification to their 6-day work cycle to reduce overtime expenses. Article 17 of the collective labor agreement (CLA) identifies a 6-day shift where fire department staff work 2-24-hour shifts in 6 days. The format of this shift, as agreed to in the CLA, is 2 - 24 hours shift on duty and 4 - 24-hour shift off duty. This shift format creates a 50.5-hour workweek. The fire department has two known vacancies that will occur before the end of the year. The first vacancy will occur in early March, and a second will occur in June. When a vacancy occurs, the new firefighter has to train for 3 to 4 months before being assigned to a shift where they count toward minimum staffing (3 firefighters on duty 24 hours a day). This training period causes the department to have to backfill vacations, holiday and other paid leave on the shift where the employee doesn't count toward staffing. To avoid a high amount of overtime, the City and the Union have partnered on this memorandum of understanding (MOU) that would allow the next newly hired firefighter to work a "modified 6-day schedule." The schedule for the newly hired employee would be preassigned and fill vacancies caused by other employees taking a vacation, holiday, and other paid leave. This agreement avoids a significant amount of overtime while retaining adopted levels of service. Once ratified, this temporary solution would be in effect until October 1, 2020

ANALYSIS

This MOU avoids overtime expenses by allowing one firefighter to work overtime-shifts as part of their regular schedule. It decreases the number of needed 24 hour overtime shift from 82 to 20 and equates to an estimated \$40,635 savings to the City.

RECOMMENDATION

Staff recommends approval.

BUDGET

This MOU reduces overtime expenses and assists the Fire Department to stay within its 2020 budgeted overtime amount. The fiscal impact of this document will have cost savings to the City estimated at \$40,635.

MEMORANDUM OF UNDERSTANDING

Between

City of Snoqualmie, WA

And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local 2878

This Memorandum of Understanding (MOU) is entered into by and between the City of Snoqualmie (City) and the International Association of Firefighters (IAFF) Local 2878 (Union) to allow one (1) firefighter to work a modified shift schedule in an effort to reduce overtime.

WHEREAS, the City and Union recently ratified a successor labor agreement, the Collective Bargaining Agreement Between the City of Snoqualmie and International Association of Firefighters Local 2878 January 1, 2018 – December 31, 2020 (“CBA”), in which Article 17.2 identifies a six (6)- day shift cycle, during which an employee works two (2) consecutive twenty-four (24) hours shifts followed by forty-eight (48) hours off duty (“the 48 / 96 shift cycle”); and

WHEREAS, The Snoqualmie Firefighters, represented by IAFF local 2878, and the City of Snoqualmie have partnered and agreed to a temporary modify working conditions to reduce overtime to assist the Fire department and City in addressing budgetary issues. The intention of the parties is to agree to a temporary, modified six (6) - day shift cycle where one (1) employee will work, twenty-four (24) hours shifts in a different configuration, while meeting the same annual hours work requirements outlined in Article 17.3 of the CBA;

NOW, therefore, the City and the Union agree to the following:

1. This MOU is a short-term solution and agreed-to because of the mutual benefit it provides to the City and the Union.
2. The City is anticipating a vacancy to occur on March 1 (“the first vacancy”), and a second vacancy occurring on July 1st (“the second vacancy”). The City and the Union agree that the employee hired to fill this first vacancy will not work the 48 / 96 shift cycle identified in Article 17.2 of the CBA, but will instead work a modified shift meeting the following requirements:
 - a. The newly hired employee for the first vacancy will not be assigned more than 8 shifts in a 24day period.
 - b. For accounting purposes, the newly hired employee for the first vacancy will be assigned one (1) Kelly Day within the twenty-four (24)- day shift cycle, to accommodate requirements outlined in Article 17.3 and the Fair Labor Standards Act (FLSA) 7K exemption.
 - c. The newly hired employee for the first vacancy will be assigned the majority of the time [50% of work hours per FLSA Cycle] on one assigned shift. Attached as attachment A, is a preliminary schedule to which the firefighter hired to fill the first vacancy will be assigned, showing scheduled work and Kelly Days. This preliminary schedule may only be changed with mutual agreement between the City, Employee and the Union.
 - d. The modified schedule set forth in Section 2.a – c above will end when: (i) the firefighter hired to fill the second vacancy qualifies to count towards staffing and is assigned to one of the three 24-hour shifts (A, B, or C Shifts) ; or (ii) October 1, 2020 – whichever comes first.

The City and the Union agree that no other bargaining unit member, excluding the employee hired to fill the first vacancy, will be assigned to the modified shift schedule set forth in Section 2.a – .c above

3. This MOU is effective when signed by both parties. This MOU will automatically terminate as provided in section 2d above.

Agreed to this ____ day of _____, 2020.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, Local 2878

Vice President Michael Stevens

CITY OF SNOQUALMIE

Mayor Matthew Larson

Monthly Schedule for modified 6 day shift.

Scheduled day off is referenced with a (K)

Period	Month	Days with shift noted
39-4/1	March	10A, 13B, 15C, 20C, 21C, 26C, 27C,
	April	1 (K)
4/2-4/25	April	2C, 7C, 8C, 11B, 12B, 19C, 20 (K), 25C
4/26-5/19	April	29C
	May	1C, 2C, 7C, 8C, 13C, 14 (K), 19C
5/20-6/12	May	25C, 26C, 29B, 30B,
	June	4 (K), 6C, 7C, 12C
6/13- 7/6	June	13C, 19C, 24C, 25C, 29B, 30C,
	July	3 (K), 6C
7/7- 7/30	July	7C, 10B, 11B, 14 (K), 18C, 19C, 24C, 25C
7/31-8/23	July	31 (K)
	Aug	3B, 4B, 9B, 11C, 12C, 17C, 18C
8/24- 9/16	Aug	24C, 27B, 29C, 30C,
	Sept	2B, 5C, 10C, 17 (K)
9/16-9/30	Sept	5 days of work needed this period 20B, 21B, 26B, 28C, 30(K)