



Central Whidbey Island Fire & Rescue

1164 Race Road
Coupeville, WA 98239

Professionalism • Integrity • Compassion • Excellence
(360) 678-3602 www.cwfire.org

Board of Fire Commissioners Meeting Agenda

DRAFT

March 12, 2026

5:00 PM

Pledge of Allegiance

Consensus Approval of the Agenda

Input from the Public

Approval/Correction of Previous Minutes

February 12, 2026 Regular Board Meeting

Approval of Vouchers

M&O Vouchers # 260301001 – 260304008	\$107,918.61
WA State Dept of Retirement Systems EFT	\$ 38,199.49
Payroll-Direct Deposit	\$127,531.18
IRS EFTPS	\$ 22,528.18
Capital #	\$ 2,219.75
Total	\$298,397.21

Chief's Report

1. Operational Activity
2. Administrative Activity
3. Operations/B Shift
4. Community Risk Reduction (CRR)/A Shift
5. Training
6. Facilities/C Shift
7. Fleet Maintenance

Finance Officer's Report

Budget Position

Old Business

Executive Session to review personnel matters in accordance with RCW 42.30.110(1)(f).

RCW 42.30.110(1)(f) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

The following except from the Central Whidbey Island Fire & Rescue Board of Fire Commissioners Policy Manual explains the process used for an executive session:

An executive session is a portion of a meeting of the Board of Fire Commissioners that is closed, or limited to members of the Board and other people whose presence is necessary to conduct the business at hand. The Board's use of an executive session is limited to a narrow set of specific circumstances. In order to qualify for an executive session its purpose must meet one of the provisions of RCW 42.30.

In convening an Executive Session, the Chairperson announces:

- *That the Board is going into Executive Session*
- *The statutory reason for the Executive session*
- *That the public is excluded and that they should leave the room*
- *The time that the Executive session will be concluded (and the public may reenter the room)*
- *If Board action is expected following the Executive Session*

An Executive Session may be extended to a stated later time by announcement of the presiding officer or his/her designee to those waiting outside the meeting room to reenter at its conclusion. Under no circumstance shall the Board ever take any action during an executive session; Board action may only occur during its meetings open to the public.

No minutes are recorded in executive session.

New Business

1. Motion to Approve or Disapprove authorization for Chief Jerry Helm to sign an Interlocal Agreement with South County Fire for the exchange of apparatus.

Good of the Order

Northwest Leadership Conference

March 4-6, 2026

Holiday Inn Portland – Columbia Riverfront
Portland, OR

Commissioners Hutchinson & Messner

WFCA Spring Seminar Series

March 14, 2026

Virtual by Zoom

Commissioner Goff

WFCA Seminar

June 5-6, 2026

Campbell Resort
Chelan, WA

Commissioner Messner

WFCA Conference

October 21 -24, 2026

Davenport Hotel
Spokane, WA

Commissioners Goff, Hutchinson, Messner

Regular Meeting

April 9, 2026

Time: 5:00 pm

Location: Station 53, 1164 Race Rd., Coupeville WA

**INTERLOCAL AGREEMENT
FOR
EXCHANGE OF SURPLUS PROPERTY**

This Interlocal Agreement (the "Agreement") is entered into between **CENTRAL WHIDBEY ISLAND FIRE & RESCUE** ("CWFR"), and **SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY** ("South County Fire") (collectively, the "Parties" or, individually, a "Party").

I. RECITALS

WHEREAS, Chapter 39.33 RCW and Chapter 43.09 RCW permit a municipality to transfer ownership of property to another municipality on such terms and conditions as may be mutually agreed upon;

WHEREAS, CWFR owns a 2012 Chevrolet Silverado described in the Bill of Sale, attached hereto as Exhibit A (the "Silverado"), which has been declared surplus by Seller;

WHEREAS, South County Fire owns a 2009 Ford/Braun NW E-450 Medic Unit and 2017 Ford/Braun NW E-450 Medic Unit as described in the Bill of Sale, attached hereto as Exhibit B (the "Medic Units"), which has been declared surplus by South County Fire; and

WHEREAS, the Parties desire to exchange ownership of the Silverado and Medic Units, and for South County Fire to receive the continued benefit of Marine 5 from CWFR, as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to establish a contractual arrangement under which the Parties will exchange the Silverado and Medic Units as provided herein.

2. **EXCHANGE OF APPARATUS.** CWFR hereby transfers and conveys to South County Fire, and South County Fire hereby accepts from CWFR, the Silverado as provided in Exhibit A. South County Fire hereby transfers and conveys to CWFR, and CWFR hereby accepts from South County Fire, the Medic Units as provided in Exhibit B.

2.1 **Title.** The Parties shall execute contemporaneously with the execution of this Agreement, the Bill of Sales. The Parties agree to execute any other documents necessary to transfer title of ownership to Purchaser.

2.2 **Taxes and Insurance.** CWFR shall pay all taxes arising from and/or relating to this transfer of the Medic Units, including, without limitation, use tax and motor vehicle sales/lease tax, and shall be solely responsible for procuring insurance for the Medic Units as of the Effective Date. South County Fire shall pay all taxes arising from and/or relating to this transfer of the Silverado, including, without limitation, use tax and motor vehicle sales/lease tax, and shall be solely responsible for procuring insurance for the Silverado as of the Effective Date.

2.3 **Inspection and Condition.** The Medic Units and Silverado are being exchanged between the Parties “as is” and “where is.” CWFR has carefully inspected the Medic Units and finds them acceptable for its intended use, and South County Fire has inspected the Silverado and finds it acceptable for its intended use. Except as may be otherwise provided herein, CWFR and South County Fire hereby accepts the Medic Units and Silverado, respectively, in the condition existing on the date of this Agreement and confirms that neither the other Party nor any agent or representative of the other Party has made any warranty or representation whatsoever concerning the condition thereof or the uses or purposes to which the same may now or hereafter be placed.

2.4 **Possession.** On the Effective Date, CWFR shall be entitled to possession of the Medic Units and South County Fire shall be entitled to possession of the Silverado.

2.5 **Equipment.** All equipment, including but not limited to emergency equipment, radios, canopy or roll out bed tray, located on the Medic Units and Silverado as of the date of this Agreement shall be included in the sale and become the property of CWFR and South County Fire, respectively.

3. **USE OF MARINE 5.** Between the Effective Date of this agreement and December 31, 2030, upon request of South County Fire and subject to availability, CWFR shall send surface water rescue unit Marine 5 to South County Fire for major incident responses.

4. **ADDITIONAL CONSIDERATIONS.** The Parties stipulate and agree that, on the Effective Date, the Interlocal Agreement for Use of Medic Unit and for Surface Water Rescue Unit Responses shall be terminated.

5. **TERMINATION.** This Agreement may be mutually terminated by the Parties prior to the conveyance of the Medic Unit and/or Silverado. After that conveyance, neither Party may terminate this Agreement.

6. **RECORDING.** A copy of this Agreement shall be filed with the Snohomish County Auditor or Island County Auditor, or posted on the website of either Party.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

8. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

9. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing

in the form of a modification to this Agreement executed with all necessary legal formalities by the Parties hereto.

**CENTRAL WHIDBEY ISLAND FIRE &
RESCUE**

**SOUTH SNOHOMISH COUNTY FIRE
AND RESCUE REGIONAL FIRE
AUTHORITY**

Jerry Helm, Fire Chief
Date: _____

Shaughn Maxwell, Fire Chief
Date: _____

**EXHIBIT A
BILL OF SALE
Silverado**

CENTRAL WHIDBEY ISLAND FIRE & RESCUE ("Seller"), does hereby convey, grant, sell, assign, and transfer to **SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY** ("Purchaser") the property described as follows:

#1201 2012 Chevrolet Silverado HD with Canopy (VIN: 1GC1KVE85CF175386 / Miles 93,000)
(the "Property").

1. **INSPECTION.** Purchaser represents and warrants that the Purchaser fully inspected the surplus Property before entering into this Agreement and is not relying upon any representations or warranties of the Seller.

2. **DISCLAIMER.** The Property is sold "AS IS," "WHERE IS" and "WITH ALL FAULTS." Seller makes no warranties or representations, express or implied, of any kind. Any description of the surplus Property contained in this Agreement is solely for identification purposes and does not constitute any warranty or representation that the surplus Property conforms to such description.

3. **WAIVER.** Purchaser waives and releases all rights and remedies of Purchaser, and all warranties and liabilities of Seller, express or implied, arising by law or otherwise, with respect to any nonconformance or defect in the Property, but not limited to any: (A) implied warranty with respect to capacity, durability, reliability, safety, or performance of the Property, (B) implied warranty or merchantability of fitness for a particular purpose, (C) implied warranty arising from course of performance, course of dealing or usage or trade, (D) claim in tort, whether or not arising in whole or in part from Seller's fault, strict liability or negligence, and (E) claim for any direct, incidental, special or consequential damages.

4. **INDEMNITY.** Purchaser releases and shall defend, indemnify, and hold harmless Seller, its successors and assigns, and the respective directors, officers, employees and agents of Seller and its successors and assigns (collectively, the "Indemnities") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) that may arise out of or in connection with the ownership, possession, use, maintenance, sale or disposition of, any nonconformance or defect in, any reliance on, or any accident, injury, damage or incident involving, the surplus Property. To the fullest extent permitted by applicable law, this paragraph shall apply regardless of any act, omission, fault, strict liability or negligence of the Indemnities.

5. **PURCHASER'S OBLIGATIONS.** Purchaser accepts responsibility and shall remove the surplus Property from the Seller's property, as agreed upon between Seller and Purchaser upon sale. Purchaser will take possession of the item(s) from Seller, and will follow all required laws and codes in that removal. Purchaser shall use appropriate precautions and safeguards to assure proper and safe removal of the surplus Property from Seller's property. Purchaser will obtain all needed permits, whether County, State or Federal as needed, and will assume all of the costs of permits and of removal.

**CENTRAL WHIDBEY ISLAND FIRE &
RESCUE**

**SOUTH SNOHOMISH COUNTY FIRE AND
RESCUE REGIONAL FIRE AUTHORITY**

Jerry Helm, Fire Chief
Date: _____

Shaughn Maxwell, Fire Chief
Date: _____

**EXHIBIT B
BILL OF SALE
Medic Units**

SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY (“Seller”), does hereby convey, grant, sell, assign, and transfer to **CENTRAL WHIDBEY ISLAND FIRE & RESCUE** (“Purchaser”) the property described as follows:

#145 2009 Ford/Braun NW E-450 Medic Unit with Stryker Load System (VIN: 1FDXE45P89DA63703 / Miles: 93,839); and

#189 2017 Ford/Braun NW E-450 Medic Unit with Stryker Load System (VIN: 1FDXE4FS7HDC57740 / Miles: 99,850) (the “Property”).

1. **INSPECTION.** Purchaser represents and warrants that the Purchaser fully inspected the surplus Property before entering into this Agreement and is not relying upon any representations or warranties of the Seller.

2. **DISCLAIMER.** The Property is sold “AS IS,” “WHERE IS” and “WITH ALL FAULTS.” Seller makes no warranties or representations, express or implied, of any kind. Any description of the surplus Property contained in this Agreement is solely for identification purposes and does not constitute any warranty or representation that the surplus Property conforms to such description.

3. **WAIVER.** Purchaser waives and releases all rights and remedies of Purchaser, and all warranties and liabilities of Seller, express or implied, arising by law or otherwise, with respect to any nonconformance or defect in the Property, but not limited to any: (A) implied warranty with respect to capacity, durability, reliability, safety, or performance of the Property, (B) implied warranty or merchantability of fitness for a particular purpose, (C) implied warranty arising from course of performance, course of dealing or usage or trade, (D) claim in tort, whether or not arising in whole or in part from Seller’s fault, strict liability or negligence, and (E) claim for any direct, incidental, special or consequential damages.

4. **INDEMNITY.** Purchaser releases and shall defend, indemnify, and hold harmless Seller, its successors and assigns, and the respective directors, officers, employees and agents of Seller and its successors and assigns (collectively, the “Indemnities”) from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys’ fees) that may arise out of or in connection with the ownership, possession, use, maintenance, sale or disposition of, any nonconformance or defect in, any reliance on, or any accident, injury, damage or incident involving, the surplus Property. To the fullest extent permitted by applicable law, this paragraph shall apply regardless of any act, omission, fault, strict liability or negligence of the Indemnities.

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**CENTRAL WHIDBEY ISLAND FIRE &
RESCUE**

**SOUTH SNOHOMISH COUNTY FIRE AND
RESCUE REGIONAL FIRE AUTHORITY**

Jerry Helm, Fire Chief

Date: _____

Shaughn Maxwell, Fire Chief

Date: _____