



COMMISSIONER BOARD MEETING

DECEMBER 11, 2024

5:30 PM

SRFR STATION 31 TRAINING ROOM

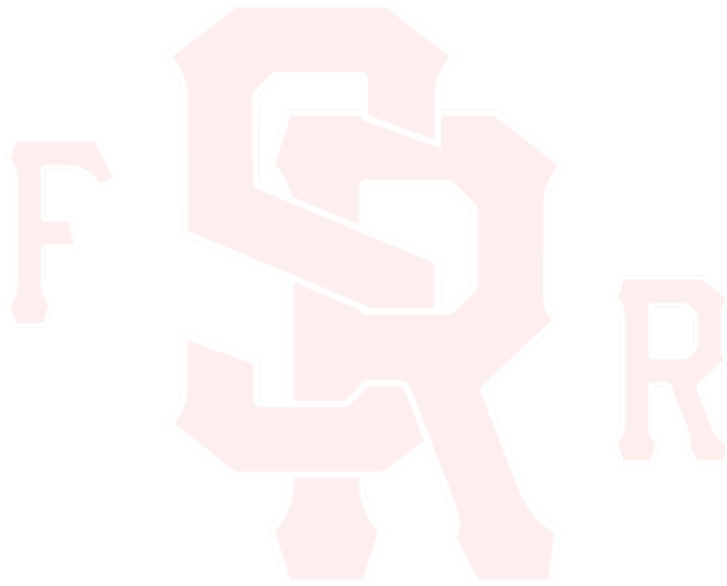
VIA ZOOM

SNOHOMISH REGIONAL FIRE & RESCUE

WASHINGTON



AGENDA





BOARD OF FIRE COMMISSIONERS MEETING AGENDA

SNOHOMISH REGIONAL FIRE & RESCUE

SRFR Station 31 Training Room / Via Zoom

163 Village Court, Monroe, WA 98272

December 11, 2024, 1730 hours

CALL TO ORDER

PUBLIC COMMENT

UNION COMMENT

CHIEF'S REPORT

COMMISSIONER REPORTS

Meeting	Chair	Last Mtg.	Next Mtg.	Reporting
Capital Facilities	Steinruck	11/26/24	12/24/24	Yes
Finance Committee	Elmore	11/25/24	12/26/24	No
Sno911	Waugh	11/21/24	12/19/24	No
Sno-Isle Commissioners	Fay	12/5/24	1/2/25	Yes
Leadership Meeting	Schaub	11/21/24	1/15/25	No
Policy Committee	Schaub	11/14/24	12/12/24	No

COMMITTEE MEETING MINUTES

CONSENT AGENDA

Approval of Vouchers

Benefits Vouchers: 24-03264 to 24-03278; (\$768,838.24)

AP Vouchers: 24-03279 to 24-03392; (1,059,661.65)

Approval of Payroll

November 30, 2024 (\$1,513,628.30)

Approval of Minutes

Approve Special Board Meeting Minutes November 18, 2024

Approve Regular Board Meeting Minutes November 25, 2024



OLD BUSINESS

Discussion

Snohomish County EMS Draft ILA Discussion

Action

2024 Budget Amendment #3

Medic Unit Purchase

Engines & Ladder Purchase

Policy Review

- Policy 313 Swiftwater Rescue and Flood Search and Rescue Responses
- Policy 314 Confined Space Rescue Response
- Policy 316 Trench Rescues
- Policy 321 Scene Preservation
- Policy 801 Public Records Disclosure Policy
- Policy 802 Subpoenas
- Policy 913 Ground Ladders
- Policy 1003 Position Descriptions
- Policy 1006 Fire Officer Development
- Policy 1007 Educational Incentives
- Policy 1100 Facility Security
- Policy 1103 Flag Display

NEW BUSINESS

Discussion

Board 2025 Chair Appointment

2025 Delegate Physician Contract

Intergovernmental Committee Discussion

Action

MRSC Small Public Works, Consultant and Vendor Roster Resolution 2024-17

Resolution 2024-18 Meeting Date Change

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting December 19, 2024, at 1730 - Station 31 Training Room/Zoom

EXECUTIVE SESSION

RCW 42.30.110(1)(g): To Review the Performance of a Public Employee

RCW 42.30.140(4)(a): Labor Negotiations

ADJOURNMENT



CHIEF'S REPORT



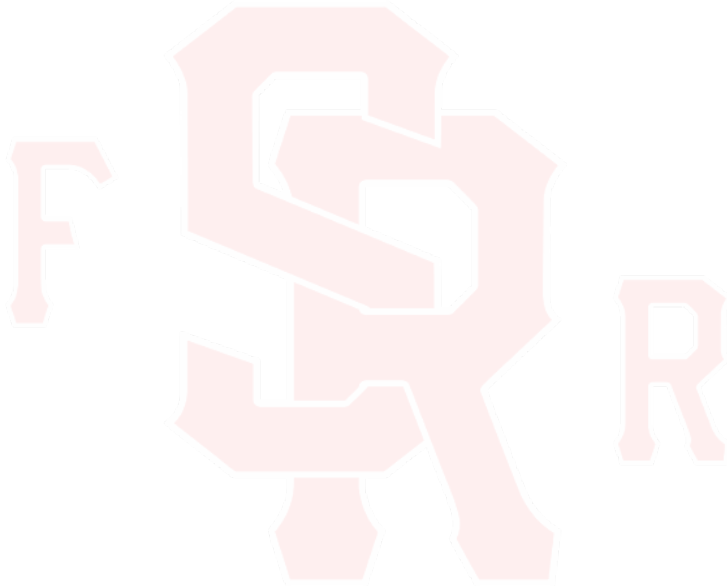


COMMISSIONER REPORTS





COMMITTEE MEETING MINUTES





BOARD OF FIRE COMMISSIONERS SPECIAL MEETING MINUTES

SNOHOMISH REGIONAL FIRE & RESCUE

SRFR Station 31 Training Room / Via Zoom

163 Village Court, Monroe, WA 98272

November 18, 2024, 1730 hours

CALL TO ORDER

Chairman Elmore called the meeting to order at 1730 hours. In attendance were Chairman Elmore and Commissioner Schaub; and via Zoom were Commissioner Edwards, Vice Chairman Fay, Commissioner Gagnon, Commissioner Steinruck, and Commissioner Waugh. Also District Secretary Snure was an excused absence.

PUBLIC COMMENT

N/A

UNION COMMENT

N/A

BUDGET HEARING: LEVY RESOLUTIONS & BUDGET RESOLUTION

Chief O'Brien commented that this is our second look at these resolutions. Our staff worked hard on developing the budget. It has a theme of supporting people, supporting training and mentorship programs, strengthening infrastructure, and it is dedicated to continuous improvement. We built the budget based on data analysis and fiscal responsibility. Chief O'Brien thanked the Budget Team and all SRFR members for their hard work on this.

Motion to approve Resolution 2024-09 Regular Levy Ordinance as submitted.
Motion by Chairman Elmore and 2nd by Commissioner Schaub.
On vote, Motion carried 7/0.

Motion to approve Resolution 2024-10 EMS Levy Ordinance as submitted.
Motion by Commissioner Schaub and 2nd by Commissioner Edwards.
On vote, Motion carried 7/0.

Motion to approve Resolution 2024-11 Budget 2025 as submitted.
Motion by Chairman Elmore and 2nd by Commissioner Steinruck.
On vote, Motion carried 7/0.

EXECUTIVE SESSION

N/A



Next Regular Commissioner Meeting November 25, 2024, at 1730 - Station 31 Training Room/Zoom

ADJOURNMENT

Chairman Elmore adjourned the meeting at 1735 hours.

Snohomish Regional Fire & Rescue

Commissioner Rick Edwards

Commissioner Jeff Schaub

Chairman Troy Elmore

Commissioner Jim Steinruck

Vice Chairman Randy Fay

Commissioner Roy Waugh

Commissioner Paul Gagnon



BOARD OF FIRE COMMISSIONERS MEETING MINUTES

SNOHOMISH REGIONAL FIRE & RESCUE

SRFR Station 31 Training Room / Via Zoom

163 Village Court, Monroe, WA 98272

November 25, 2024, 1730 hours

CALL TO ORDER

Chairman Elmore called the meeting to order at 1730 hours. In attendance were Commissioner Edwards, Chairman Elmore, Vice Chairman Fay, Commissioner Steinruck, and Commissioner Waugh; and via Zoom were Commissioner Gagnon, Commissioner Schaub, and District Secretary Snure.

PUBLIC COMMENT

N/A

UNION COMMENT

N/A

CHIEF'S REPORT

As presented. Chief O'Brien commented that we have a lot going on. With the recent "bomb cyclone" weather event, we had a very busy day with 134 responses over a 24 hour shift. Thank you to the crews for doing a great job out there. On Friday we attended the Fire and Police Appreciation Luncheon in Monroe, where lots of folks thanked us for our service. Regarding Capital Facilities, the dry wall is nearing completion for the shop; we had a good development with Station 32 as it was determined there are no fish in the drainage area; we are discussing the potentially shared stormwater facility and temporary housing for Station 81; and with Station 72 we are nearing completion of the sewer/water hook up design, and Deputy Chief Rasmussen confirmed that the crack in the tank at Station 72 has been sealed.

COMMISSIONER REPORTS

Finance Committee - Chairman Elmore commented that they met earlier today for the Entrance Audit Conference with the State Auditor's Office; additionally they discussed Budget Amendment #3, Cares ILA RAB, HGAC Proposal, Executive Contracts Update; and RAB Pumper and Medic Unit Purchases.

Sno911 Committee - Commissioner Waugh commented that they discussed the cutover to the non-emergency line which will lead to a savings of approximately 500 calls; the cutover date will be announced in December. They had a large increase in calls due to the recent windstorm. Additionally, they had a clean audit.

Capital Facilities Committee - Commissioner Steinruck confirmed that their next meeting will be Tuesday, November 26th.



Leadership Meeting – Commissioner Steinruck commented it was a really good meeting. Chief O’Brien gave a good update regarding the Sikora Report. We also had division reports, strategic analysis from DC McConnell, discussion on hiring and recruitment, and Captain Craig Willis gave an update on electric vehicles including the dangers they present for first responders.

COMMITTEE MEETING MINUTES

Policy – November 14, 2024

CONSENT AGENDA

Approval of Vouchers

Benefits Vouchers: 24-02982 to 24-02991; (\$757,062.72)

AP Vouchers: 24-02992 to 24-03263; (\$356,015.52)

Approval of Payroll

November 15, 2024 (\$1,483,010.29)

Approval of Minutes

Approve Regular Board Meeting Minutes November 14, 2024

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Waugh and 2nd by Vice Chairman Fay.

On vote, Motion carried 7/0.

OLD BUSINESS

Discussion

N/A

Action

Retirement Medical COLA Resolution 2024-13

Motion to approve Resolution 2024-13 Retirement Medical COLA as submitted.

Motion by Vice Chairman Fay and 2nd by Commissioner Steinruck.

On vote, Motion carried 7/0.

Retirement Date Change Resolution 2024-14

Chairman Elmore commented that there is a typo on bullet point #5, and it should read “rate”.

Motion to approve Resolution 2024-14 Retirement Date Change as submitted.

Motion by Commissioner Waugh and 2nd by Commissioner Gagnon.

On vote, Motion carried 7/0.



Transport Rates Update Resolution 2024-15

Motion to approve Resolution 2024-15 Transport Rates as submitted.

Motion by Vice Chairman Fay and 2nd by Commissioner Steinruck.

On vote, Motion carried 7/0.

Policy Review

- Policy 311 Elevator Entrapments
- Policy 312 Elevator Restrictions During Emergencies
- Policy 319 Hazardous Materials Response
- Policy 609 National Incident Management System (NIMS) Training
- Policy 912 Fire Station Safety
- Policy 916 Hazardous Energy Control
- Policy 1001 Performance Evaluations
- Policy 1002 Promotions and Transfers
- Policy 1005 Career Advancement
- Policy 1037 Family Support Liaison

Motion to approve Policies 311, 312, 319, 609, 912, 916, 1001, 1002, 1005, and 1037 as submitted.

Motion by Commissioner Edwards and 2nd by Commissioner Steinruck.

On vote, Motion carried 7/0.

NEW BUSINESS

Discussion

Third Quarter Finance Report & Budget Amendment #3

Chief O'Brien thanked CFO Tabor for her hard work on the budget.

CFO Tabor reviewed the Budget Amendment. With the General Fund there is a reduction in GEMT revenues due to a reduction in the number of Medicaid transports, and an increase for tuition with training. With the Retirement Reserve Fund we have an increase to buy out due to unexpected retirements. And with the Construction Fund we have an increase for the sale of the training property and then the expense for the purchase of the Oak Street property.

CARES ILA

Chief O'Brien commented that we have been working on an interlocal agreement with South County regarding a community resource paramedic system and due to additional questions from the Finance Committee, we would like to follow up on those items and readdress this topic in the near future.

Commissioner Waugh commented that one of the concerns is that they are trying to get an EMT to fill the role, however the only person who applied for the position is a medic.



Vice Chairman Fay commented that we need to collect the current data to show the need within our District.

Medic Unit Purchase

Chief O'Brien commented that we are requesting the purchase of three new ambulances from Braun Northwest. He thanked Deputy Chief Rasmussen and the committee for their work on this.

Engines & Ladder Purchase

Chief O'Brien commented that we are requesting five engines and one ladder truck. We would like to get these ordered, as the wait time is potentially 850 days. This will standardize our fleet, and we hope to take delivery at the end of 2025.

Policy Review

- Policy 313 Swiftwater Rescue and Flood Search and Rescue Responses
- Policy 314 Confined Space Rescue Response
- Policy 316 Trench Rescues
- Policy 321 Scene Preservation
- Policy 801 Public Records Disclosure Policy
- Policy 802 Subpoenas
- Policy 913 Ground Ladders
- Policy 1003 Position Descriptions
- Policy 1006 Fire Officer Development
- Policy 1007 Educational Incentives
- Policy 1100 Facility Security
- Policy 1103 Flag Display

Action

Executive Contracts

Chief O'Brien commented that we sent out updates for the senior staff contracts and he thanked District Secretary Snure for his help.

Motion to approve Executive Contracts as submitted.

Motion by Commissioner Waugh and 2nd by Vice Chairman Fay.

On vote, Motion carried 7/0; Commissioner Steinruck recused himself from the AC Lundquist contract.

GOOD OF THE ORDER

Vice Chairman Fay thanked the crews for their hard work during the windstorm.

Meeting Date Change of Next Commissioner Meeting

Chairman Elmore requested that we change the next regular Commissioner Meeting from December 12 to December 11, with the same start time at 1730 hours and located at the Station 31 Training Room.



This would allow our Commissioners to attend the Graduation Ceremony for Recruit Class 2024-02.

Motion to authorize a resolution to change the date of the next regular Commissioner Meeting from December 12 to December 11 at 5:30pm and located at the Station 31 Training Room.

Motion by Commissioner Steinruck and 2nd by Commissioner Waugh.

On vote, Motion carried 7/0.

ATTENDANCE CHECK

Regular Commissioner Meeting December 11, 2024, at 1730 - Station 31 Training Room/Zoom
Commissioner Waugh will be unable to attend.

EXECUTIVE SESSION

N/A

ADJOURNMENT

Chairman Elmore adjourned the meeting at 1759 hours.

Snohomish Regional Fire & Rescue

Commissioner Rick Edwards

Commissioner Jeff Schaub

Chairman Troy Elmore

Commissioner Jim Steinruck

Vice Chairman Randy Fay

Commissioner Roy Waugh

Commissioner Paul Gagnon



CONSENT AGENDA



Snohomish Regional Fire and Rescue Claims Voucher Summary

12/05/2024

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-03264	AFLAC		591.44
24-03265	DEPARTMENT OF RETIREMENT SYSTEMS		501,388.31
24-03266	FIRE 7 FOUNDATION		637.50
24-03267	FIREPAC		1,005.24
24-03268	GENERAL TEAMSTERS UNION LOCAL 38		1,999.00
24-03269	HRA VEBA TRUST		59,254.63
24-03270	IAFF LOCAL 2781		34,712.50
24-03271	IAFF LOCAL 2781 PAC		957.00
24-03272	IAFF LOCAL 2781 RFA		1,080.00
24-03273	MATRIX TRUST COMPANY		19,935.68
24-03274	TD AMERITRADE INSTITUTIONAL		388.50
24-03275	VOYA INSTITUTIONAL TRUST CO		113,261.40
24-03276	WASHINGTON STATE SUPPORT REGISTRY		1,247.21
24-03277	WSCFF FASTPAC		879.83
24-03278	WSCFF-EMP BENEFIT TRUST		31,500.00

Page Total	768,838.24
Cumulative Total	768,838.24



Snohomish Regional Fire & Rescue, WA

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0012	ACROSS THE STREET PRODUCTIO	26703	24-03279	Blue Card Online Training - Albert	Invoice	12/02/2024	Blue Card Online Training - Albert	001-506-522-45-49-02	385.00
2189	AJ'S LANDCARE, INC	121216382	24-03280	Landscaping Monthly Maintenance - A	Invoice	11/30/2024	Landscaping Monthly Maintenance - A	001-507-522-50-41-00	884.31
		121216383		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	957.25
		121216384		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	911.66
		121216385		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	944.13
		121216386		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	899.16
		121216387		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	700.06
		121216388		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	840.98
		121216389		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	899.16
		121216390		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	854.21
		121216391		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	929.05
		121216392		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	469.63
		121216393		Landscaping Monthly Maintenance - S	Invoice	11/30/2024	Landscaping Monthly Maintenance - S	001-507-522-50-41-00	699.11
0025	ALDERWOOD WATER DISTRICT	ST73-SEPNOV24	24-03281	Water - ST 73	Invoice	11/16/2024	Water - ST 73	001-507-522-50-47-02	94.59
0025	ALDERWOOD WATER DISTRICT	ST73FM-SEPNOV24	24-03282	Water (Fire Meter) - ST 73	Invoice	11/16/2024	Water (Fire Meter) - ST 73	001-507-522-50-47-02	17.94
1503	ALLSTREAM BUSINESS US, INC	21091362	24-03283	Fire Alarm Phone Lines/Connection Sei	Invoice	12/03/2024	Fire Alarm Phone Lines/Connection Sei	001-513-522-50-42-01	373.81
1503	ALLSTREAM BUSINESS US, INC	21079632	24-03284	Fire Alarm Phone Lines/Connection Sei	Invoice	12/01/2024	Fire Alarm Phone Lines/Connection Sei	001-513-522-50-42-01	501.04

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
2106	AMAZON CAPITAL SERVICES, INC	24-03285					1,600.96
	14C7-XV7R-4KV4	USB Type C Magnetic Adapter x10	Invoice	12/03/2024	USB Type C Magnetic Adapter x10	001-513-522-10-35-00	174.90
	16TT-QFDW-NJLL	USB4 Power Cable - Admin POD	Invoice	11/26/2024	USB4 Power Cable - Admin POD	001-513-522-10-35-00	34.73
	1D7C-77YT-9GK3	Fluorescent Light Bulb (x4) - St. 82	Invoice	11/29/2024	Fluorescent Light Bulb (x4) - St. 82	001-507-522-50-31-00	51.60
	1DJH-XMGC-KXKX	USB C Monitor Cable 6ft - IT	Invoice	11/26/2024	USB C Monitor Cable 6ft - IT	001-513-522-10-35-00	15.53
	1H41-9LL4-K93X	Automatic Air Freshner Dispenser - Ad	Invoice	11/26/2024	Automatic Air Freshner Dispenser - Ad	001-507-522-50-35-00	9.71
	1KK1-71PC-QNYJ	USB4 Power Cable - Admin POD	Credit Memo	11/26/2024	USB4 Power Cable - Admin POD	001-513-522-10-35-00	-34.73
	1KLC-L499-HFFJ	Portable Climbing Rope Organizer (x2)	Invoice	11/21/2024	Portable Climbing Rope Organizer (x2)	001-514-522-20-31-09	83.98
	1LLP-9VF7-MR7D	Washing Machine Cleaner 24pk	Invoice	12/04/2024	Washing Machine Cleaner 24pk	001-507-522-50-31-00	20.45
	1LTK-NRPM-1WHN	Loose Leaf Binder Rings (x2)	Invoice	11/27/2024	Loose Leaf Binder Rings (x2)	001-506-522-45-31-03	15.30
	1M9M-7XMR-4WFK	Rubber Mallet (x4) Engines 71 & 77	Invoice	11/20/2024	Rubber Mallet (x4) Engines 71 & 77	001-504-522-20-35-00	51.60
	1MRM-YTM6-4DD7	Laminating Pouches 3mil	Invoice	12/02/2024	Laminating Pouches 3mil	001-506-522-45-31-03	30.28
	1NX9-YMVW-4J1L	Wood Slices for Centerpieces (2) - Ban	Invoice	11/25/2024	Wood Slices for Centerpieces (2) - Ban	001-502-522-10-49-07	142.20
	1R6W-F4KK-LMGG	Commercial Mop Head Replacement	Invoice	12/04/2024	Commercial Mop Head Replacement	001-507-522-50-31-00	46.53
	1V4X-9VYW-J91W	Heavy Duty Tape (x3) - St. 31	Invoice	11/21/2024	Heavy Duty Tape (x3) - St. 31	001-507-522-50-31-00	64.08
	1Y6K-19PW-VRRV	Netgear 5-Port Gigabit Ethernet (x3) - I	Invoice	11/27/2024	Netgear 5-Port Gigabit Ethernet (x3) - I	001-513-522-10-35-00	180.48
	1Y7J-YV3X-X6VJ	Energizer CR2032 Batteries - St. 31	Invoice	11/25/2024	Energizer CR2032 Batteries - St. 31	001-507-522-50-31-00	8.71
	1YVM-9DFW-FMHH	Smart UPS w/SmartConnect, Laptop B	Invoice	12/01/2024	Smart UPS w/SmartConnect, Laptop B	001-513-522-10-35-00	705.61
1881	APPLIANCE MECHANIC	24-03286					604.80
	21871	Ice Maker Repair - ST 81	Invoice	11/21/2024	Ice Maker Repair - ST 81	001-507-522-50-48-00	464.53
	21898	Gas Oven Repair Quote - ST 71	Invoice	11/25/2024	Gas Oven Repair Quote - ST 71	001-507-522-50-48-00	140.27
1523	AT&T MOBILITY LLC	24-03287					3,324.00
	287332399606X11272024	District Cell Phones (New)	Invoice	11/19/2024	District Cell Phones - Shop	050-511-522-60-42-00	151.84
					District Cell Phones (New)	001-513-522-10-42-00	3,172.16
0065	BOUND TREE MEDICAL, LLC	24-03288					6,688.25
	85560926	Medications & Medical Supplies	Invoice	11/15/2024	Medications & Medical Supplies	001-509-522-30-31-01	3,314.04
	85562420	Medications/Medical Supplies/Medica	Invoice	11/18/2024	Medical Small Tools/Minor Equipment	001-509-522-20-35-00	33.49
					Medications & Medical Supplies	001-509-522-30-31-01	1,398.29
	85565967	Medications & Medical Supplies	Invoice	11/20/2024	Medications & Medical Supplies	001-509-522-30-31-01	1,942.43
0070	BRAKE & CLUTCH SUPPLY INC	24-03289					112.52
	134306	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	112.52
0073	BRAUN NORTHWEST INC	24-03290					85.53
	39532	Shop Parts	Invoice	10/31/2024	Shop Parts	050-511-522-60-34-01	85.53
0094	CDW GOVERNMENT LLC	24-03291					48,650.08
	AB6375H	ARUBA FC NBD Exchnge AP 535 SVC 3Y	Invoice	11/22/2024	ARUBA FC NBD Exchnge AP 535 SVC 3Y	001-513-522-10-49-04	7,502.98
	AB6612C	SNWL ADV GW SUITE NSA 4650 1YR	Invoice	11/25/2024	SNWL ADV GW SUITE NSA 4650 1YR	001-513-522-10-49-04	9,166.60
	AB6WP5Y	ARUBA Central AP FND Subcrip. 3YR	Invoice	11/21/2024	ARUBA Central AP FND Subcrip. 3YR	001-513-522-10-49-04	4,981.75
	AB6XT6T	ARUBA AP-535 Wireless Access Point (	Invoice	11/21/2024	ARUBA AP-535 Wireless Access Point (	001-513-522-10-35-00	26,998.75

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0096	CENTRAL WELDING SUPPLY	24-03292					1,388.93
	0002234088	Oxygen Cylinder Exchange/Re-Fill (x12)	Invoice	11/29/2024	Oxygen Cylinder Exchange/Re-Fill (x12)	001-509-522-20-45-00	488.67
	0002238364	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2024	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	257.62
	0002239491	Oxygen Cylinder Rental (Inventory)	Invoice	11/30/2024	Oxygen Cylinder Rental (Inventory)	001-509-522-20-45-00	70.47
	0002241492	Oxygen Cylinder Exchange/Re-Fill (x5)	Invoice	12/02/2024	Oxygen Cylinder Exchange/Re-Fill (xXX)	001-509-522-20-45-00	247.54
	0002243086	Oxygen Cylinder Exchange/Re-Fill (x7)	Invoice	12/04/2024	Oxygen Cylinder Exchange/Re-Fill (x7)	001-509-522-20-45-00	324.63
1833	CHRISTOPHER MCGRAW	24-03293					180.45
	INV12513	Coffee & Snacks Reimb. (Peer Support)	Invoice	11/26/2024	Coffee & Snacks Reimb. (Peer Support)	001-510-522-20-31-01	180.45
2249	CITY OF ELLENSBURG	24-03294					136.56
	334051868135	Electricity & Stormwater - PM Progm	Invoice	11/26/2024	Electricity & Stormwater - PM Progm	001-506-522-45-49-37	136.56
1891	CITY OF SNOHOMISH	24-03295					123.72
	ST83-SEPNOV24	Water - ST 83	Invoice	11/30/2024	Water - ST 83	001-507-522-50-47-02	123.72
0112	CLEARFLY COMMUNICATIONS	24-03296					761.06
	INV661695	Phone/Fax Services - Admin Bldg, ST 3:	Invoice	12/01/2024	Phone/Fax Services - Admin Bldg, ST 3:	001-513-522-50-42-01	761.06
0126	COMCAST	24-03297					749.98
	ADMIN-NOVDEC24	Internet/Phone/TV Services - Admin Bl	Invoice	11/07/2024	Internet/Phone/TV Srvcs - Admin Bldg	001-513-522-50-42-01	749.98
0126	COMCAST	24-03298					315.00
	ST31-DEC24/JAN25	Internet Services - ST 31	Invoice	11/27/2024	Internet Services - ST 31	001-513-522-50-42-01	315.00
0127	COMDATA INC.	24-03299					1,614.21
	20412725	Apparatus Fuel	Invoice	12/01/2024	Apparatus Fuel - EMS	001-509-522-20-32-00	807.11
					Apparatus Fuel - Suppression	001-504-522-20-32-00	807.10
0138	CRESSY DOOR COMPANY, INC	24-03300					9,821.28
	202978	Ground Level Slider Door Repair - Adm	Invoice	11/22/2024	Ground Level Slider Door Repair - Adm	001-507-522-50-48-00	527.86
	202997	Bay Door Service Repair (Replace Sprin	Invoice	11/22/2024	Bay Door Service Repair (Replace Sprin	001-507-522-50-48-00	2,577.97
	203033	Bay Door Service Quote - ST 32	Invoice	11/25/2024	Bay Door Service Quote - ST 32	001-507-522-50-48-00	667.34
	203072	Lower Entry Door Repair - ST 33	Invoice	11/26/2024	Lower Entry Door Repair - ST 33	001-507-522-50-48-00	629.57
	203145	Bay Door Service Call - ST 32	Invoice	11/27/2024	Bay Door Service Call - ST 32	001-507-522-50-48-00	5,418.54
1608	CUMMINS SALES AND SERVICE	24-03301					151.77
	01-241036010	Shop Parts	Invoice	10/22/2024	Shop Parts	050-511-522-60-34-01	51.64
	01-241036137	Shop Parts	Invoice	10/23/2024	Shop Parts	050-511-522-60-34-01	45.18
	13-241041636	Shop Parts	Invoice	10/29/2024	Shop Parts	050-511-522-60-34-01	15.70
	15-241099892	Shop Parts	Invoice	10/08/2024	Shop Parts	050-511-522-60-34-01	39.25
1600	DIRECTV, LLC	24-03302					120.98
	050747001X241202	Cable/TV Services - ST 33	Invoice	12/02/2024	Cable/TV Services - ST 33	001-513-522-50-42-01	120.98
1875	ELECTRONIC BUSINESS MACHINE	24-03303					206.18
	AR291825	Copier Machine Usage - ST82	Invoice	11/19/2024	Copier Machine Usage - ST82	001-502-522-10-31-00	7.12
	AR291853	Copier Machine Usage - ST31	Invoice	11/19/2024	Copier Machine Usage - ST31 (2XK081)	001-502-522-10-31-00	133.63
	AR292263	Copier Machine Usage - ST71	Invoice	11/20/2024	Copier Machine Usage - ST71	001-502-522-10-31-00	57.27
	AR292264	Copier Machine Usage - ST81	Invoice	11/20/2024	Copier Machine Usage - ST81	001-502-522-10-31-00	8.16

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Vendor #	Payable Number	Payable Description					Distribution Amount
2343	EMSCONNECT, LLC	24-03304					1,441.50
	11940	EMS Subscription Monthly Dues (EMS	Invoice	12/01/2024	EMS Subscription Monthly Dues	001-509-522-20-49-02	1,441.50
2334	FIRST CLASS BUILDING SUPPLY AI	24-03305					2,687.00
	4254	Janitorial Monthly Services - DCYF/ADP	Invoice	12/02/2024	Janitorial Monthly Services - DCYF/ADP	001-507-522-50-41-00 300-507-522-50-41-00	1,370.37 1,316.63
0212	FIRSTWATCH	24-03306					635.00
	FW112189	FirstPass & FOAM Modules Monthly St	Invoice	12/01/2024	FirstPass & FOAM Modules Monthly St	001-509-522-20-49-02	635.00
0222	FREIGHTLINER NORTHWEST	24-03307					374.28
	PC304027361;01	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	374.28
0226	GALLS, LLC	24-03308					3,184.34
	029694767	1/2 Zip Turtleneck Sweatshirt	Invoice	11/20/2024	1/2 Zip Turtleneck Sweatshirt	001-504-522-20-31-07	110.75
	029694775	L/S Chief Shirt	Invoice	11/20/2024	L/S Chief Shirt	001-504-522-20-31-07	124.86
	029704929	SRFR Uniform Metal Badge (x6)	Invoice	11/20/2024	SRFR Uniform Metal Badge (x6)	001-504-522-20-31-07	754.20
	029706090	Jacket w/ Detachable Inner Softshell, C	Invoice	11/21/2024	Jacket w/ Detachable Inner Softshell, C	001-504-522-20-31-07	424.82
	029706091	SRFR Logo Embroidery	Invoice	11/21/2024	SRFR Logo Embroidery	001-504-522-20-31-07	16.08
	029718293	Jacket w/ Detachable Inner Softshell	Invoice	11/22/2024	Jacket w/ Detachable Inner Softshell	001-504-522-20-31-07	324.58
	029735277	Firefighter Boots (Danner)	Invoice	11/25/2024	Firefighter Boots (Danner)	001-504-522-20-31-07	134.71
	029772304	Duty Boots	Invoice	11/28/2024	Duty Boots	001-504-522-20-31-07	196.71
	029773375	Blank Embroiderable Patch (COLOR)	Invoice	11/29/2024	Blank Embroiderable Patch (COLOR)	001-504-522-20-31-07	8.28
	029773415	Quarter Boots	Invoice	11/29/2024	Quarter Boots	001-504-522-20-31-07	224.51
	029794590	Blank Embroiderable Patch (BLK)	Invoice	12/02/2024	Blank Embroiderable Patch (Blk)	001-504-522-20-31-07	296.32
	029803892	Cargo Pants	Invoice	12/02/2024	Cargo Pants	001-504-522-20-31-07	217.51
	029816934	Blank Embroiderable Patch	Invoice	12/04/2024	Blank Embroiderable Patch	001-504-522-20-31-07	9.27
	029817005	Blank Embroiderable Patch	Invoice	12/04/2024	Blank Embroiderable Patch	001-504-522-20-31-07	125.52
	029817025	Diamond Quilted Jacket	Invoice	12/04/2024	Diamond Quilted Jacket	001-504-522-20-31-07	108.11
	029817026	Diamond Quilted Jacket	Invoice	12/04/2024	Diamond Quilted Jacket	001-504-522-20-31-07	108.11
2446	GENCAP CONSTRUCTION CORP.	24-03309					613,470.77
	12022024-4	Station 31 Shop Addition (Contract SRF	Invoice	12/02/2024	Station 31 Shop Addition (Contract SRF	300-507-594-50-62-00	613,470.77
1571	GENERAL FIRE APPARATUS	24-03310					609.27
	19814	Shop Parts	Invoice	11/20/2024	Shop Parts	050-511-522-60-34-01	61.82
	19853	Shop Parts	Invoice	11/26/2024	Shop Parts	050-511-522-60-34-01	547.45
0238	GRAINGER	24-03311					84.34
	9334787075	Station Operating Supplies	Invoice	12/04/2024	Station Operating Supplies	001-507-522-50-31-00	84.34
0260	HUGHES FIRE EQUIPMENT, INC	24-03312					3,504.59
	614506	Shop Parts	Invoice	11/07/2024	Shop Parts	050-511-522-60-34-01	1,914.07
	614827	Shop Parts	Invoice	11/15/2024	Shop Parts	050-511-522-60-34-01	615.96
	614906	Shop Parts	Invoice	11/15/2024	Shop Parts	050-511-522-60-34-01	831.46
	614978	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	143.10
1878	IMS ALLIANCE	24-03313					17.10
	24-3051	Passport Name Tag (x6)	Invoice	11/27/2024	Passport Name Tag (x6)	001-504-522-20-31-01	17.10

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0276	IRON MOUNTAIN INC	24-03314					808.07
	202940295	OffSite Server Data Storage Services (N	Invoice	11/30/2024	OffSite Server Data Storage Services (N	001-513-522-10-41-04	808.07
0277	ISOUTSOURCE	24-03315					24,485.79
	CW303281	Monthly Software Fees/Monitoring Se	Invoice	11/19/2024	Monthly Software Fees/Monitoring Se	001-513-522-10-41-04	594.05
	CW303653	IT Services	Invoice	11/15/2024	IT Services	001-513-522-10-41-04	17,681.74
	CW304202	IT Services	Invoice	11/30/2024	IT Services	001-513-522-10-41-04	6,210.00
2409	JEREMY JENSEN	24-03316					265.82
	INV12511	2023-2025 Work Boot Reimbursement	Invoice	11/25/2024	2023-2025 Work Boot Reimbursement	050-511-522-60-31-01	265.82
0312	KENNY'S TRUCK PARTS & REPAIR	24-03317					478.41
	75670	Shop Parts	Invoice	12/02/2024	Shop Parts	050-511-522-60-34-01	46.19
	75679	Shop Parts	Invoice	12/03/2024	Shop Parts	050-511-522-60-34-01	432.22
2423	KERRY PRAY	24-03318					524.64
	INV12512	ASE & EVT Tests Reimb. (T1,E0, E1, E2,	Invoice	11/10/2024	ASE & EVT Tests Reimb. (T1,E0, E1, E2,	050-511-522-45-49-01	524.64
1879	LAKE STEVENS SEWER DISTRICT	24-03319					297.66
	ST81-DEC2024	Sewer - ST 81 (Account 6681.01)	Invoice	12/01/2024	Sewer - ST 81	001-507-522-50-47-02	297.66
1879	LAKE STEVENS SEWER DISTRICT	24-03320					375.05
	ST82-DEC2024	Sewer - ST 82 (Account 3655.01)	Invoice	12/01/2024	Sewer - ST 82	001-507-522-50-47-02	375.05
2404	LAWSON PRODUCTS, INC.	24-03321					144.63
	9312031293	CRYO Insulated Cloves (x12) - Logistics	Invoice	11/22/2024	CRYO Insulated Cloves (x12) - Logistics	001-507-522-50-31-00	144.63
0339	LES SCHWAB WAREHOUSE CENTI	24-03322					213.23
	40200751422	Replaced Left Rear Damaged Tire - M2	Invoice	11/21/2024	Replaced Left Rear Damaged Tire - M2	001-513-522-20-48-01	213.23
1672	MATT BALL	24-03323					602.23
	INV12510	EM:RAP 1yr Subscrptn (Clinician Level)	Invoice	12/02/2024	EM:RAP 1yr Subscrptn (Clinician Level)	001-509-522-45-49-02	602.23
1613	MELISSA JENKINS	24-03324					376.20
	INV12509	Airfare Reimb. (2025 WorkHuman Live	Invoice	11/25/2024	Airfare Reimb. (2025 WorkHuman Live	001-503-522-10-43-00	376.20
0371	MICHAEL MCCONNELL	24-03325					496.19
	INV12508	Airfare Reimb. (2025 CPSE Excellence C	Invoice	11/25/2024	Airfare Reimb. (2025 CPSE Excellence C	001-516-522-30-43-00	496.19

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Vendor #	Payable Number	Payable Description					Distribution Amount
0380	MONROE PARTS HOUSE	24-03326					7,106.40
	995465	Shop Parts	Invoice	11/01/2024	Shop Parts	050-511-522-60-34-01	13.12
	995825	Shop Parts	Invoice	11/04/2024	Shop Parts	050-511-522-60-34-01	242.58
	995933	Shop Parts	Invoice	11/05/2024	Shop Parts	050-511-522-60-34-01	39.36
	995936	Shop Parts	Invoice	11/05/2024	Shop Parts	050-511-522-60-34-01	6.80
	996083	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	57.06
	996097	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	70.01
	996100	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	60.02
	996101	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	37.43
	996111	Shop Parts	Credit Memo	11/06/2024	Shop Parts	050-511-522-60-34-01	-83.48
	996144	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	383.21
	996145	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	301.13
	996168	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	1,173.06
	996229	Shop Parts	Invoice	11/06/2024	Shop Parts	050-511-522-60-34-01	146.21
	996264	Shop Parts	Invoice	11/07/2024	Shop Parts	050-511-522-60-34-01	51.41
	996358	Shop Parts	Invoice	11/07/2024	Shop Parts	050-511-522-60-34-01	12.82
	996403	Shop Parts	Invoice	11/07/2024	Shop Parts	050-511-522-60-34-01	138.60
	996434	Shop Parts	Invoice	11/08/2024	Shop Parts	050-511-522-60-34-01	26.23
	996982	Shop Parts	Invoice	11/13/2024	Shop Parts	050-511-522-60-34-01	57.81
	996987	Shop Parts	Invoice	11/13/2024	Shop Parts	050-511-522-60-34-01	15.74
	997016	Shop Parts	Invoice	11/13/2024	Shop Parts	050-511-522-60-34-01	32.80
	997126	Shop Parts	Invoice	11/14/2024	Shop Parts	050-511-522-60-34-01	903.75
	997183	Shop Parts	Invoice	11/14/2024	Shop Parts	050-511-522-60-34-01	167.27
	997184	Shop Parts	Invoice	11/14/2024	Shop Parts	050-511-522-60-34-01	39.37
	997208	Shop Parts	Credit Memo	11/14/2024	Shop Parts	050-511-522-60-34-01	-156.44
	997218	Shop Parts	Invoice	11/14/2024	Shop Parts	050-511-522-60-34-01	316.53
	997221	Shop Parts	Credit Memo	11/14/2024	Shop Parts	050-511-522-60-34-01	-223.49
	997229	Shop Parts	Credit Memo	11/14/2024	Shop Parts	050-511-522-60-34-01	-40.48
	997238	Shop Parts	Invoice	11/14/2024	Shop Parts	050-511-522-60-34-01	1,485.07
	997293	Shop Parts	Invoice	11/15/2024	Shop Parts	050-511-522-60-34-01	97.08
	997670	Shop Parts	Invoice	11/18/2024	Shop Parts	050-511-522-60-34-01	16.73
	997684	Shop Parts	Invoice	11/18/2024	Shop Parts	050-511-522-60-34-01	39.35
	997725	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	37.55
	997731	Shop Parts	Credit Memo	11/19/2024	Shop Parts	050-511-522-60-34-01	-288.62
	997788	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	12.44
	997831	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	92.46
	997843	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	6.80
	997850	Shop Parts	Credit Memo	11/19/2024	Shop Parts	050-511-522-60-34-01	-9.82
	997851	Shop Parts	Credit Memo	11/19/2024	Shop Parts	050-511-522-60-34-01	-22.12
	997854	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	32.01
	997868	Shop Parts	Invoice	11/19/2024	Shop Parts	050-511-522-60-34-01	188.93
	997889	Shop Parts	Credit Memo	11/19/2024	Shop Parts	050-511-522-60-34-01	-19.69
	997916	Shop Parts	Invoice	11/20/2024	Shop Parts	050-511-522-60-34-01	59.64

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	998246	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	158.67
	998247	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	63.99
	998275	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	141.76
	998276	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	124.30
	998325	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	684.49
	998720	Air Line Regulators-31Bay-Logistics Rep	Invoice	11/25/2024	Air Line Regulators-31Bay-Logistics Rep	001-507-522-50-48-00	128.86
	998732	Shop Parts	Invoice	11/25/2024	Shop Parts	050-511-522-60-34-01	56.13
	998740	Shop Parts	Invoice	11/25/2024	Shop Parts	050-511-522-60-34-01	83.43
	998836	Shop Parts	Invoice	11/26/2024	Shop Parts	050-511-522-60-34-01	22.25
	998854	Shop Parts	Invoice	11/26/2024	Shop Parts	050-511-522-60-34-01	75.98
	998870	Repair kit - 31 Bay - Logistics Repair & I	Invoice	11/26/2024	Repair Kit - 31 Bay - Logistics Repair &	001-507-522-50-48-00	50.30
0381	MONROE UPHOLSTERY	24-03327					164.25
	8170	Shop Parts	Invoice	11/16/2024	Shop Parts	050-511-522-60-34-01	164.25
0387	MUNICIPAL EMERGENCY SERVICE	24-03328					4,080.03
	IN2033626	SCBA Evaluation & Repairs	Invoice	04/04/2024	SCBA Evaluation & Repairs	001-504-522-20-48-12	302.88
	IN2158596	SEEK Magnetic Individ. Charger THERM	Invoice	11/22/2024	SEEK Magnetic Individ. Charger THERM	001-504-522-20-35-00	101.80
	IN2161201	Breathing Air Compressor (Prev/Maint	Invoice	11/27/2024	Breathing Air Compressor (Prev/Maint	001-504-522-20-41-01	1,503.22
	IN2163126	Bunker/Turnout Gear Storage Bag (3XL	Invoice	12/03/2024	Bunker/Turnout Gear Storage Bag (3XL	001-504-522-20-31-10	1,371.73
	IN2163129	SEEK Thermal Imaging Camera Repair (	Invoice	12/03/2024	SEEK Thermal Imaging Camera Repair (	001-504-522-20-48-02	374.05
	IN2163903	SCBA Repairs (Battery Board Replacem	Invoice	12/04/2024	SCBA Repairs (Battery Board Replacem	001-504-522-20-48-12	426.35
0413	NORTH COAST ELECTRIC COMPAI	24-03329					92.66
	S013881334.001	Shop Parts	Invoice	11/12/2024	Shop Parts	050-511-522-60-34-01	92.66
2308	NORTH COUNTY REGIONAL FIRE ,	24-03330					5,089.79
	1198	Rescue Systems1 - September 2024 Re	Invoice	11/20/2024	Rescue Systems1 - September 2024 Re	001-506-522-45-49-02	5,089.79
2358	NORTHWEST PROPANE LLC	24-03331					570.28
	U019E633	OnSite Mobile Propane Delivery (217.2	Invoice	11/25/2024	OnSite Mobile Propane Delivery (217.2	001-507-522-50-47-03	570.28
2252	ODP BUSINESS SOLUTIONS, LLC	24-03332					148.16
	393322503001	USB 2.0 3pk - Front Desk Admin	Invoice	11/21/2024	USB 2.0 3pk - Front Desk Admin	001-513-522-10-35-00	13.12
	393323747001	Tissue Kleenex 6pk - Front Desk Admin	Invoice	11/19/2024	Tissue Kleenex 6pk - Front Desk Admin	001-507-522-50-31-00	17.51
	396182577001	Folders (Grey/Red/Blue) (x6) - Front D	Invoice	11/20/2024	Folders (Grey/Red/Blue) (x6) - Front D	001-502-522-10-31-00	91.29
	396185922001	Wrist Rest Black Gel Mouse Pad - Fron	Invoice	11/20/2024	Wrist Rest Black Gel Mouse Pad - Fron	001-502-522-10-35-00	10.93
	398450807001	Desk Organizer (Black) - Training Divisi	Invoice	11/27/2024	Desk Organizer (Black) - Training Divisi	001-502-522-10-35-00	15.31
0185	OPERATIVE IQ	24-03333					3,470.06
	65710	Operative IQ License/Maintenance Fee	Invoice	12/01/2024	Fleet Mgmt Licenses/Sandbox Mainte	001-513-522-10-49-04	880.47
					Operative IQ Inventory/Asset Mngmnt	001-513-522-10-49-04	2,481.69
					RFID Data Service License Fee	001-513-522-10-49-04	107.90
0451	PACIFIC POWER BATTERIES	24-03334					82.79
	17150968	Battery Replacement (x2) - E72	Invoice	10/21/2024	Battery Replacement (x2) - E72	001-504-522-20-31-01	82.79

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0466	PETROCARD, INC. C613044	24-03335 OnSite Mobile Fueling Service - ST 71,	Invoice	11/21/2024	OnSite Mobile Fueling Service - ST 71,	001-504-522-20-32-00 001-509-522-20-32-00	287.38 143.69 143.69
0472	PLATT ELECTRIC 5S34376	24-03336 Electrical Breakers Replaced (x2) - ST7	Invoice	11/15/2024	Electrical Breakers Replaced (x2) - ST7	001-507-522-50-48-00	29.37 29.37
0483	PUGET SOUND ENERGY ST77-OCTNOV24	24-03337 Natural Gas - ST 77 (220031644044)	Invoice	11/18/2024	Natural Gas - ST 77 (220031644044)	001-507-522-50-47-03	341.29 341.29
0483	PUGET SOUND ENERGY ST71-OCTNOV24	24-03338 Natural Gas - ST 71 (220031644036)	Invoice	11/14/2024	Natural Gas - ST 71 (220031644036)	001-507-522-50-47-03	244.33 244.33
0483	PUGET SOUND ENERGY ST72-OCTNOV24	24-03339 Natural Gas - ST 72 (220031644069)	Invoice	11/18/2024	Natural Gas - ST 72 (220031644069)	001-507-522-50-47-03	296.23 296.23
0484	PURCELL TIRE & SERVICE CENTER 24271535 24271617 24272092	24-03340 Shop Parts Shop Parts Shop Parts	Invoice Credit Memo Invoice	11/05/2024 11/07/2024 12/03/2024	Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	1,013.13 3,211.15 -3,211.15 1,013.13
1937	RAIRDON'S OF MONROE 24045	24-03341 Shop Parts	Invoice	10/24/2024	Shop Parts	050-511-522-60-34-01	44.85 44.85
2420	RENEWAL REMODELLING AND RE 1165	24-03342 Mens Bathroom Repairs - ST 71	Invoice	12/03/2024	Mens Bathroom Repairs - ST 71	001-507-522-50-48-00	9,557.59 9,557.59
0494	REPUBLIC SERVICES #197 0197-003452533	24-03343 Recycling - ST 32	Invoice	11/30/2024	Recycling - ST 32	001-507-522-50-47-04	112.76 112.76
0494	REPUBLIC SERVICES #197 0197-003452255	24-03344 Refuse - ST 32	Invoice	11/30/2024	Refuse - ST 32	001-507-522-50-47-04	274.77 274.77
0494	REPUBLIC SERVICES #197 0197-003452191	24-03345 Recycling - ST 31	Invoice	11/30/2024	Recycling - ST 31	001-507-522-50-47-04	831.48 831.48
0494	REPUBLIC SERVICES #197 0197-003451592	24-03346 Refuse - ST 31	Invoice	11/30/2024	Refuse - ST 31	001-507-522-50-47-04	334.64 334.64
0494	REPUBLIC SERVICES #197 0197-003452208	24-03347 Refuse - Admin Building	Invoice	11/30/2024	Refuse - Admin Building	001-507-522-50-47-04 300-507-522-50-47-00	302.00 154.02 147.98
0499	RICE FERGUS MILLER, INC. 2022073.00-019 2022073.00-021	24-03348 Cap Facilities Planning - Shop Addition, Cap. Facilities Planning - Shop Addition	Invoice Invoice	09/12/2024 11/15/2024	Cap Facilities Planning - Shop Addition, Cap. Facilities Planning - Shop Addition	300-507-594-50-62-00 300-507-594-50-62-00	40,069.03 15,832.50 24,236.53
1662	RIDGID PLUMBING AND DRAIN SI 5841	24-03349 Backup In Kitchen Sink - ADMIN BLDG	Invoice	11/22/2024	Backup In Kitchen Sink - ADMIN BLDG	001-507-522-50-48-00	601.70 601.70
0517	S & P DESIGN INC 14565 14566	24-03350 SRFR Uniforms w/ Name Embroidery - SRFR Uniforms w/o Name Embroidery	Invoice Invoice	12/02/2024 12/02/2024	SRFR Uniforms w/ Name Embroidery - SRFR Uniforms w/o Name Embroidery	001-504-522-20-31-07 001-504-522-20-31-07	10,216.64 7,306.26 2,910.38

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
1921	SEA-WESTERN INC	24-03351					201.87
	INV37599	SCBA Mask Repair	Invoice	11/25/2024	SCBA Mask Repair	001-504-522-20-48-12	201.87
0544	SILVER LAKE WATER & SEWER DI	24-03352					140.15
	ST77-NOV24	Water & Sewer - ST 77	Invoice	11/30/2024	Water & Sewer - ST 77	001-507-522-50-47-02	140.15
0544	SILVER LAKE WATER & SEWER DI	24-03353					185.30
	ST77FM-NOV24	Water (Fire Meter) - ST 77	Invoice	11/30/2024	Water (Fire Meter) - ST 77	001-507-522-50-47-02	185.30
1905	SNOHOMISH CO-OP INC	24-03354					23.50
	321493	Fuel	Invoice	11/27/2024	Fuel	001-504-522-20-32-00	23.50
1547	SNOHOMISH COUNTY 911	24-03355					92,226.85
	7747	Monthly Dispatch Services (Assessmen	Invoice	12/01/2024	Monthly Dispatch Services (Assessmen	001-504-528-00-41-00	17,791.47
						001-509-528-00-41-00	71,165.88
	7754	Monthly EPCR	Invoice	12/01/2024	Monthly Electronic Patient Care Repor	001-509-522-20-49-02	1,031.10
	7801	Managed Laptop Leases (Monthly)	Invoice	12/01/2024	Managed Laptop Leases (Monthly)	303-504-591-22-70-00	900.28
						303-509-591-22-70-00	1,338.12
0565	SNOHOMISH COUNTY PUD	24-03356					1,101.47
	139228406	Electricity - Admin Bldg	Invoice	11/18/2024	Electricity - Admin Bldg	001-507-522-50-47-01	561.75
						300-507-522-50-47-00	539.72
0565	SNOHOMISH COUNTY PUD	24-03357					1,902.62
	168464409	Electricity - ST 31	Invoice	11/19/2024	Electricity - ST 31	001-507-522-50-47-01	1,902.62
0565	SNOHOMISH COUNTY PUD	24-03358					82.48
	106344086	Electricity - ST 83	Invoice	11/25/2024	Electricity - ST 83	001-507-522-50-47-01	82.48
0565	SNOHOMISH COUNTY PUD	24-03359					106.38
	106341200	Electricity - ST 74/Logistics Bldg	Invoice	11/19/2024	Electricity - ST 74/Logistics Bldg	001-507-522-50-47-01	106.38
0565	SNOHOMISH COUNTY PUD	24-03360					742.81
	112913987	Electricity & Water - ST 81	Invoice	11/14/2024	Electricity - ST 81	001-507-522-50-47-01	583.00
						001-507-522-50-47-02	159.81
0565	SNOHOMISH COUNTY PUD	24-03361					924.84
	162143516	Electricity - ST 33	Invoice	11/21/2024	Electricity - ST 33	001-507-522-50-47-01	924.84
0565	SNOHOMISH COUNTY PUD	24-03362					1,304.60
	145926271	Electricity - ST 71	Invoice	11/25/2024	Electricity - ST 71	001-507-522-50-47-01	1,304.60
0565	SNOHOMISH COUNTY PUD	24-03363					208.86
	158984442	Electricity - ST 32	Invoice	11/22/2024	Electricity - ST 32	001-507-522-50-47-01	208.86
1536	SNOHOMISH REGIONAL FIRE & R	24-03364					998.94
	EXCISE TAX-NOV24	Sales & Use Tax - November 2024	Invoice	12/01/2024	Sales & Use Tax - November 2024	001-505-522-30-35-00	337.58
						001-514-522-20-31-04	518.88
						001-514-522-20-31-09	142.48

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
1536	SNOHOMISH REGIONAL FIRE & R	24-03365					73,851.38
	FIRE-11/27/2024	Apparatus Fleet Maintenance Services	Invoice	11/27/2024	Apparatus Fleet Maintenance - EMS Ur	001-509-522-20-48-01	2,011.02
					Apparatus Fleet Maintenance - Suppre	001-513-522-20-48-01	71,840.36
2057	SPRAGUE PEST SOLUTIONS	24-03366					1,234.29
	5624485	Monthly Pest Control Services - Admin	Invoice	11/22/2024	Monthly Pest Control Services - Admin	001-507-522-50-41-00	120.13
	5624486	Monthly Pest Control Servcs - ST 74/Lo	Invoice	11/29/2024	Monthly Pest Control Servcs - ST 74/Lo	001-507-522-50-41-00	120.02
	5624488	Monthly Pest Control Services - ST 82	Invoice	11/21/2024	Monthly Pest Control Services - ST 82	001-507-522-50-41-00	120.02
	5624489	Monthly Pest Control Services - ST 83	Invoice	11/21/2024	Monthly Pest Control Services - ST 83	001-507-522-50-41-00	120.02
	5624490	Monthly Pest Control Services - ST 81	Invoice	11/21/2024	Monthly Pest Control Services - ST 81	001-507-522-50-41-00	120.02
	5624491	Monthly Pest Control Services - ST 77	Invoice	11/24/2024	Monthly Pest Control Services - ST 77	001-507-522-50-41-00	120.02
	5624492	Monthly Pest Control Services - ST 72	Invoice	11/23/2024	Monthly Pest Control Services - ST 72	001-507-522-50-41-00	129.84
	5624493	Monthly Pest Control Services - ST 71	Invoice	11/23/2024	Monthly Pest Control Services - ST 71	001-507-522-50-41-00	120.02
	5624494	Monthly Pest Control Services - ST 33	Invoice	11/29/2024	Monthly Pest Control Services - ST 33	001-507-522-50-41-00	144.07
	5624496	Monthly Pest Control Services - ST 31	Invoice	11/21/2024	Monthly Pest Control Services - ST 31	001-507-522-50-41-00	120.13
0580	STATE OF WA DEPARTMENT OF F	24-03367					998.94
	EXCISE TAX-NOV24	Sales & Use Tax - November 2024 (600	Invoice	12/01/2024	Sales & Use Tax - November 2024 (600	630-512-589-00-00-00	998.94
2184	STERICYCLE, INC.	24-03368					131.50
	8009134622	Biohazardous/Medical Waste Disposal	Invoice	11/30/2024	Biohazardous/Medical Waste Disposal	001-509-522-20-41-06	131.50
2415	SUPERIOR SEPTIC SERVICE, LLC	24-03369					11,095.15
	22437479	Septic Tank Srvc Call (Seal Leak) - ST 72	Invoice	11/21/2024	Septic Tank Srvc Call (Seal Leak) - ST 72	001-507-522-50-48-00	7,365.67
	22437573	Septic Tank Srvc Call - ST 72	Invoice	11/21/2024	Septic Tank Srvc Call (Flooded) - ST 72	001-507-522-50-48-00	2,367.66
	22556252	Septic Tank Maint. (Pumped 2100gl) - !	Invoice	12/04/2024	Septic Tank Maint. (Pumped 2100gl) - !	001-507-522-50-48-00	1,361.82
0610	TRUE NORTH EMERGENCY EQUIP	24-03370					6,749.67
	A19277	Shop Parts	Invoice	10/30/2024	Shop Parts	050-511-522-60-34-01	2,990.33
	A19337	Shop Parts	Invoice	11/05/2024	Shop Parts	050-511-522-60-34-01	435.10
	A19366	Shop Parts	Invoice	11/07/2024	Shop Parts	050-511-522-60-34-01	306.82
	A19406	Shop Parts	Invoice	11/08/2024	Shop Parts	050-511-522-60-34-01	1,052.67
	A19513	Shop Parts	Invoice	11/15/2024	Shop Parts	050-511-522-60-34-01	364.22
	A19528	Shop Parts	Invoice	11/18/2024	Shop Parts	050-511-522-60-34-01	101.99
	A19591	Shop Parts	Invoice	11/21/2024	Shop Parts	050-511-522-60-34-01	901.60
	A19621	Shop Parts	Invoice	11/22/2024	Shop Parts	050-511-522-60-34-01	596.94
2306	UNITED RENTALS (NORTH AMERI	24-03371					315.35
	236766056-005	Cap. Facilities Planning (Container Ren	Invoice	11/21/2024	Cap. Facilities Planning (Container Ren	300-507-594-50-62-00	177.04
	239062366-003	Cap. Facilities Planning (Container Ren	Invoice	11/18/2024	Cap. Facilities Planning (Container Ren	300-507-594-50-62-00	138.31
0633	VERIZON WIRELESS SERVICES LLC	24-03372					4,856.86
	9978788880	District Mifi Plans	Invoice	11/15/2024	District Mifi Plans	001-513-522-10-42-00	4,856.86

Docket of Claims Register

APPKT01738 - 12/11/2024 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
0040	VESTIS	24-03373					254.42
	6560478648	Maint. Srvc Towels, Floor Mat & Mop	Invoice	11/21/2024	Maint. Srvc Towels, Floor Mat & Mop	001-507-522-50-48-00	26.52
	6560478649	Shop Supplies/Uniform Rental/Laundry	Invoice	11/21/2024	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04	71.08
	6560481568	Shop Supplies/Uniform Rental/Laundry	Invoice	11/28/2024	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04	69.34
	6560485128	Maint. Srvc Towels, Floor Mat & Mop	Invoice	12/05/2024	Maint. Srvc Towels, Floor Mat & Mop	001-507-522-50-48-00	16.40
	6560485129	Shop Supplies/Uniform Rental/Laundry	Invoice	12/05/2024	Shop Supplies/Uniform Rental/Laundry	050-511-522-60-41-04	71.08
2479	VRITI JAIN	24-03374					219.98
	INV12507	Airfare & Travel Insurance Reimb (2021	Invoice	11/27/2024	Airfare & Travel Insurance Reimb (2021	001-516-522-30-43-00	219.98
1989	WASHINGTON STATE FIREFIGHTER	24-03375					6,250.00
	8214	Registration Rescue Swimmer Spring '2	Invoice	11/24/2024	Registration Rescue Swimmer Spring '2	001-506-522-45-49-02	6,250.00
0648	WASTE MANAGEMENT NORTHWEST	24-03376					470.43
	1932223-2677-2	Refuse & Recycle - ST 74/Logistics Bldg	Invoice	12/01/2024	Refuse & Recycle - ST 74/Logistics Bldg	001-507-522-50-47-04	470.43
0648	WASTE MANAGEMENT NORTHWEST	24-03377					342.34
	1932469-2677-1	Recycling - ST 71	Invoice	12/01/2024	Recycling - ST 71	001-507-522-50-47-04	342.34
0648	WASTE MANAGEMENT NORTHWEST	24-03378					226.07
	1932095-2677-4	Refuse - ST 71	Invoice	12/01/2024	Refuse - ST 71	001-507-522-50-47-04	226.07
0648	WASTE MANAGEMENT NORTHWEST	24-03379					426.74
	1932289-2677-3	Refuse & Recycle - ST 77	Invoice	12/01/2024	Refuse & Recycle - ST 77	001-507-522-50-47-04	426.74
0648	WASTE MANAGEMENT NORTHWEST	24-03380					179.43
	1047664-4968-0	Refuse - ST 81	Invoice	12/01/2024	Refuse - ST 81	001-507-522-50-47-04	179.43
0648	WASTE MANAGEMENT NORTHWEST	24-03381					601.48
	1933687-2677-7	Recycling - ST 33	Invoice	12/01/2024	Recycling - ST 33	001-507-522-50-47-04	601.48
0648	WASTE MANAGEMENT NORTHWEST	24-03382					355.49
	1932845-2677-2	Refuse & Recycle - ST 73	Invoice	12/01/2024	Refuse & Recycle - ST 73	001-507-522-50-47-04	355.49
0648	WASTE MANAGEMENT NORTHWEST	24-03383					252.82
	9582043-4968-1	Refuse & Recycle - ST 83	Invoice	12/01/2024	Refuse & Recycle - ST 83	001-507-522-50-47-04	252.82
0648	WASTE MANAGEMENT NORTHWEST	24-03384					207.41
	1933686-2677-9	Refuse - ST 33	Invoice	12/01/2024	Refuse - ST 33	001-507-522-50-47-04	207.41
0648	WASTE MANAGEMENT NORTHWEST	24-03385					920.33
	1932546-2677-6	Recycling - Admin Bldg	Invoice	12/01/2024	Recycling - Admin Bldg	001-507-522-50-47-04 300-507-522-50-47-00	469.37 450.96
0648	WASTE MANAGEMENT NORTHWEST	24-03386					314.48
	1932470-2677-9	Recycling - ST 72	Invoice	12/01/2024	Recycling - ST 72	001-507-522-50-47-04	314.48
0648	WASTE MANAGEMENT NORTHWEST	24-03387					268.91
	1047663-4968-2	Recycling - ST 81	Invoice	12/01/2024	Recycling - ST 81	001-507-522-50-47-04	268.91
0648	WASTE MANAGEMENT NORTHWEST	24-03388					117.54
	1932094-2677-7	Refuse - ST 72	Invoice	12/01/2024	Refuse - ST 72	001-507-522-50-47-04	117.54

Docket of Claims Register

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
0648	WASTE MANAGEMENT NORTHW	24-03389					578.49
	1047470-4968-2	Refuse & Recycle - ST 82	Invoice	12/01/2024	Refuse & Recycle - ST 82	001-507-522-50-47-04	578.49
0657	WELLSPRING FAMILY SERVICES E	24-03390					720.20
	298291	Employee Assistance Program Monthly	Invoice	11/30/2024	Employee Assistance Program Monthly	001-510-522-20-20-15	720.20
2129	WEX BANK	24-03391					18,599.49
	101430488	Apparatus Fuel	Invoice	11/30/2024	Apparatus Fuel - EMS	001-509-522-20-32-00	9,141.17
					Apparatus Fuel - Shop	050-511-522-60-32-00	155.07
					Apparatus Fuel - Suppression	001-504-522-20-32-00	9,141.17
					Apparatus Fuel (Shop Parts)	050-511-522-60-34-01	162.08
0665	WHELEN ENGINEERING COMPAN	24-03392					536.72
	598266	Shop Parts	Invoice	11/12/2024	Shop Parts	050-511-522-60-34-01	536.72
Total Claims: 114						Total Payment Amount:	1,059,661.65

Snohomish Regional Fire and Rescue Claims Voucher Summary

12/10/2024

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Fund: Shop - Expense #050

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-03279	ACROSS THE STREET PRODUCTIONS		385.00
24-03280	AJ'S LANDCARE, INC		9,988.71
24-03281	ALDERWOOD WATER DISTRICT		94.59
24-03282	ALDERWOOD WATER DISTRICT		17.94
24-03283	ALLSTREAM BUSINESS US, INC		373.81
24-03284	ALLSTREAM BUSINESS US, INC		501.04
24-03285	AMAZON CAPITAL SERVICES, INC		1,600.96
24-03286	APPLIANCE MECHANIC		604.80
24-03287	AT&T MOBILITY LLC		3,324.00
24-03288	BOUND TREE MEDICAL, LLC		6,688.25
24-03289	BRAKE & CLUTCH SUPPLY INC		112.52
24-03290	BRAUN NORTHWEST INC		85.53
24-03291	CDW GOVERNMENT LLC		48,650.08
24-03292	CENTRAL WELDING SUPPLY		1,388.93
24-03293	CHRISTOPHER MCGRAW		180.45
24-03294	CITY OF ELLENSBURG		136.56
24-03295	CITY OF SNOHOMISH		123.72
24-03296	CLEARFLY COMMUNICATIONS		761.06
24-03297	COMCAST		749.98
24-03298	COMCAST		315.00
24-03299	COMDATA INC.		1,614.21
24-03300	CRESSY DOOR COMPANY, INC		9,821.28
24-03301	CUMMINS SALES AND SERVICE		151.77
24-03302	DIRECTV, LLC		120.98
24-03303	ELECTRONIC BUSINESS MACHINES		206.18
24-03304	EMSCONNECT, LLC		1,441.50
24-03305	FIRST CLASS BUILDING SUPPLY AND SERVICES		2,687.00
24-03306	FIRSTWATCH		635.00
24-03307	FREIGHTLINER NORTHWEST		374.28
24-03308	GALLS, LLC		3,184.34
24-03309	GENCAP CONSTRUCTION CORP.		613,470.77
		Page Total	709,790.24
		Cumulative Total	709,790.24

Snohomish Regional Fire and Rescue Claims Voucher Summary

12/10/2024

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Fund: Shop - Expense #050

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-03310	GENERAL FIRE APPARATUS		609.27
24-03311	GRAINGER		84.34
24-03312	HUGHES FIRE EQUIPMENT, INC		3,504.59
24-03313	IMS ALLIANCE		17.10
24-03314	IRON MOUNTAIN INC		808.07
24-03315	ISOUTSOURCE		24,485.79
24-03316	JEREMY JENSEN		265.82
24-03317	KENNY'S TRUCK PARTS & REPAIR		478.41
24-03318	KERRY PRAY		524.64
24-03319	LAKE STEVENS SEWER DISTRICT		297.66
24-03320	LAKE STEVENS SEWER DISTRICT		375.05
24-03321	LAWSON PRODUCTS, INC.		144.63
24-03322	LES SCHWAB WAREHOUSE CENTER		213.23
24-03323	MATT BALL		602.23
24-03324	MELISSA JENKINS		376.20
24-03325	MICHAEL MCCONNELL		496.19
24-03326	MONROE PARTS HOUSE		7,106.40
24-03327	MONROE UPHOLSTERY		164.25
24-03328	MUNICIPAL EMERGENCY SERVICES, INC.		4,080.03
24-03329	NORTH COAST ELECTRIC COMPANY		92.66
24-03330	NORTH COUNTY REGIONAL FIRE AUTHORITY		5,089.79
24-03331	NORTHWEST PROPANE LLC		570.28
24-03332	ODP BUSINESS SOLUTIONS, LLC		148.16
24-03333	OPERATIVE IQ		3,470.06
24-03334	PACIFIC POWER BATTERIES		82.79
24-03335	PETROCARD, INC.		287.38
24-03336	PLATT ELECTRIC		29.37
24-03337	PUGET SOUND ENERGY		341.29
24-03338	PUGET SOUND ENERGY		244.33
24-03339	PUGET SOUND ENERGY		296.23
24-03340	PURCELL TIRE & SERVICE CENTER		1,013.13
		Page Total	56,299.37
		Cumulative Total	766,089.61

Snohomish Regional Fire and Rescue Claims Voucher Summary

12/10/2024

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Fund: Shop - Expense #050

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-03341	RAIRDON'S OF MONROE		44.85
24-03342	RENEWAL REMODELLING AND REPAIRS, LLC		9,557.59
24-03343	REPUBLIC SERVICES #197		112.76
24-03344	REPUBLIC SERVICES #197		274.77
24-03345	REPUBLIC SERVICES #197		831.48
24-03346	REPUBLIC SERVICES #197		334.64
24-03347	REPUBLIC SERVICES #197		302.00
24-03348	RICE FERGUS MILLER, INC.		40,069.03
24-03349	RIDGID PLUMBING AND DRAIN SERVICES LLC		601.70
24-03350	S & P DESIGN INC		10,216.64
24-03351	SEA-WESTERN INC		201.87
24-03352	SILVER LAKE WATER & SEWER DISTRICT		140.15
24-03353	SILVER LAKE WATER & SEWER DISTRICT		185.30
24-03354	SNOHOMISH CO-OP INC		23.50
24-03355	SNOHOMISH COUNTY 911		92,226.85
24-03356	SNOHOMISH COUNTY PUD		1,101.47
24-03357	SNOHOMISH COUNTY PUD		1,902.62
24-03358	SNOHOMISH COUNTY PUD		82.48
24-03359	SNOHOMISH COUNTY PUD		106.38
24-03360	SNOHOMISH COUNTY PUD		742.81
24-03361	SNOHOMISH COUNTY PUD		924.84
24-03362	SNOHOMISH COUNTY PUD		1,304.60
24-03363	SNOHOMISH COUNTY PUD		208.86
24-03364	SNOHOMISH REGIONAL FIRE & RESCUE		998.94
24-03365	SNOHOMISH REGIONAL FIRE & RESCUE		73,851.38
24-03366	SPRAGUE PEST SOLUTIONS		1,234.29
24-03367	STATE OF WA DEPARTMENT OF REVENUE		998.94
24-03368	STERICYCLE, INC.		131.50
24-03369	SUPERIOR SEPTIC SERVICE, LLC		11,095.15
24-03370	TRUE NORTH EMERGENCY EQUIPMENT INC		6,749.67
24-03371	UNITED RENTALS (NORTH AMERICA), INC.		315.35
		Page Total	256,872.41
		Cumulative Total	1,022,962.02

Snohomish Regional Fire and Rescue Claims Voucher Summary

12/10/2024

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Fund: Shop - Expense #050

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-03372	VERIZON WIRELESS SERVICES LLC		4,856.86
24-03373	VESTIS		254.42
24-03374	VRITI JAIN		219.98
24-03375	WASHINGTON STATE FIREFIGHTERS TRAINING & EDUCATION FI		6,250.00
24-03376	WASTE MANAGEMENT NORTHWEST		470.43
24-03377	WASTE MANAGEMENT NORTHWEST		342.34
24-03378	WASTE MANAGEMENT NORTHWEST		226.07
24-03379	WASTE MANAGEMENT NORTHWEST		426.74
24-03380	WASTE MANAGEMENT NORTHWEST		179.43
24-03381	WASTE MANAGEMENT NORTHWEST		601.48
24-03382	WASTE MANAGEMENT NORTHWEST		355.49
24-03383	WASTE MANAGEMENT NORTHWEST		252.82
24-03384	WASTE MANAGEMENT NORTHWEST		207.41
24-03385	WASTE MANAGEMENT NORTHWEST		920.33
24-03386	WASTE MANAGEMENT NORTHWEST		314.48
24-03387	WASTE MANAGEMENT NORTHWEST		268.91
24-03388	WASTE MANAGEMENT NORTHWEST		117.54
24-03389	WASTE MANAGEMENT NORTHWEST		578.49
24-03390	WELLSPRING FAMILY SERVICES EAP		720.20
24-03391	WEX BANK		18,599.49
24-03392	WHELEN ENGINEERING COMPANY		536.72

Page Total	36,699.63
Cumulative Total	1,059,661.65



Payroll Summary and Authorization Form for the:

11/30/2024 Payroll

I, the undersigned, do hereby certify that the foregoing payroll is, just, true and correct, that the persons whose names appear thereon actually performed labor as stated on the dates shown, that the amounts are actually due, and that the salary warrants and related benefit warrants shall be issued.

District Name: Snohomish Regional Fire & Rescue

Direct Deposits: \$1,163,208.43

Paper Checks: \$4,559.65

Taxes: \$345,860.22

Allowed in the sum of: \$1,513,628.30

Reviewed by: Brandon Vargas
District Administrative Coordinator

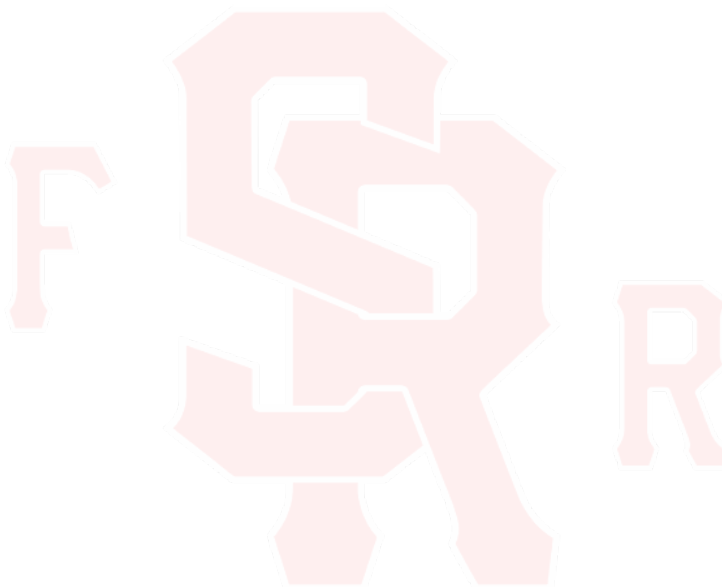
Prepared by: Erick Ramirez
Payroll Specialist

Approved by Commissioners: _____



OLD BUSINESS

DISCUSSION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Snohomish County EMS Agency ILA		
Executive member responsible for guiding the initiative: The RAB Champion	AC Lundquist		
Type of Action:	<input checked="" type="checkbox"/> Simple Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>A draft Interlocal Agreement (ILA) has been distributed to EMS agencies in Snohomish County. Under the ILA, the Snohomish County EMS Agency (SCEMSA) would be created as an independent, nonprofit corporation.</p> <p>SCEMSA would provide support service to the Medical Program Director, including as it relates to development and promotion of new protocols, greater coordination between delegate physicians, EMS related training and evaluations, quality assurance/quality improvement, EMS certifications, and controlled substances.</p> <p>SCEMSA would be governed by a Board of Directors, composed of seven (7) positions open to member agencies for three (3) year terms.</p> <p>As currently proposed, the Assessment Rate would be \$0.0046126 of Assessed Value (per \$1,000) for 2025. Thereafter, the Board would distribute a proposed budget by July 1 of each year and proposed information on assessment by August 15 of each year (for the following year).</p> <p>Snohomish Regional Fire and Rescue would be assessed \$192,545.32 for 2025.</p>		
Initiative Description:	<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • Reason RAB must be approved outside of the annual budget process 		
Financial Impact:	<p>Expense: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A</p> <p>Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A</p> <p>Total amount of initiative (attach amount breakdown if applicable): \$</p> <p>Initial amount: \$ \$192,545.32 for 2025</p> <p>Long-term annual amount(s): \$</p> <p>Currently Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ \$255,000 (001-509-522-20-41-11)</p> <p>Budget Amendment Needed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$</p> <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended: 		

Risk Assessment:	Risk if approved: Risk if not approved:
-------------------------	--

Legal Review:	<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A
----------------------	---

Presented to, and Approved by, Senior Staff	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
--	---

For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber) <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – champion/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>
---------------------------------	--

Champion: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Executive Staff member assigned to develop the initiative (the RAB Champion) presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
------------------------------------	--

Execution:	It is the responsibility of the RAB Champion to execute implementation, processing, and tracking.

**INTERLOCAL AGREEMENT
WITH
MEMBER AGENCIES
FOR
A SNOHOMISH COUNTY EMS AGENCY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between the Snohomish County EMS Agency (the “SCEMSA”) and each undersigned Member Agency (collectively, the “Parties” and individually as a “Party”).

I. RECITALS

WHEREAS, SCEMSA desires to provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to and Chapter 246-976 WAC;

WHEREAS, SCEMSA desires to provide support to the Emergency Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services in a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including RCW 70.54.310, RCW 70.168.090, WAC 246-50-020;

WHEREAS, SCEMSA desires to maintain a well informed and collaborative working relationship with cities and fire agencies providing Emergency Medical Services, and the private, licensed, ambulance and EMS providers;

WHEREAS, SCEMSA desires to operate SCEMSA under a shared governance and funding model, maximizing the use of grant funding where practicable;

WHEREAS, in furtherance of a common goal to provide the best possible EMS service within their jurisdictions, the Member Agencies desire to support SCEMSA as provided herein;

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, 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. TERMS

1. **Purpose.** There is hereby created an emergency medical services agency, hereinafter called the “Snohomish County EMS Agency” (the “SCEMSA”) to provide support to the Emergency Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, and the Medical Program Director, in furtherance of the delivery of high quality Emergency Medical Services to residents and others living, working or traveling in Snohomish County. SCEMSA shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and

shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. SCEMSA's initial Articles of Incorporation and Bylaws are attached as **Exhibits A and B**, but may be updated from time to time by Supermajority Vote of the Board of Directors of SCEMSA.

2. **Effective Date.** This Agreement shall be effective the first day of the month after: (i) signature by Member Agencies that together make up not less than ninety percent (90%) of the total Assessment in 2025 on **Exhibit D**; (ii) the signature of at least one agency represented in each of the Positions 1 – 6 on the Board of Directors in the Bylaws for SCEMSA, and (iii) the signature by the EMS Agency and the Snohomish County EMS and Trauma Care Council (the "Effective Date"). Except as provided in Section 9, Member Agencies must sign the Agreement within thirty (30) days of the Effective Date.

3. **Term.** This Agreement shall have an initial term through December 31, 2027, (the "Initial Term") and shall thereafter be of ongoing duration, subject to termination provisions contained herein. No Party may terminate or withdraw from this Agreement during the Initial Term, except as provided herein.

4. **SCEMSA Responsibilities.**

4.1 **MPD Support Services.** SCEMSA shall provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to development and promotion of new protocols, delegate physicians, training and evaluations, quality assurance / quality improvement, employee discipline, controlled substances, and other duties in Chapter 246 976 WAC;

4.2 **EMS Support Services.** SCEMSA shall provide support to the EMS providers in Snohomish County, Snohomish County 911, and the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services in a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including RCW 70.54.310, RCW 70.168.090, and WAC 246-50-020, including promoting consistent and integrated use of technology; provided, however, SCEMSA shall have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

4.3 **Expansion of Scope of Services.** The Agency may provide additional ancillary public services to the extent reasonably necessary to advance the coordination or delivery of emergency medical services in Snohomish County.

5. **Budget.** SCEMSA's proposed budget for 2025 is attached as **Exhibit C**. Thereafter, SCEMSA shall develop a proposed annual operating budget. The Board of Directors may establish and fund reserves to support operations of SCEMSA, at levels the Board of Directors determines to be appropriate. SCEMSA shall distribute a proposed budget by July 1 of the preceding year to all Member Agencies.

6. **Assessment Share Formula.** For 2025, Member Agencies shall be invoiced amounts as shown in the funding plan in **Exhibit D**; provided, however, that if the Effective Date is after January 1, 2025, the Assessments for 2025 shall be prorated. Thereafter, the Assessments shall be allocated between Member Agencies as follows:

Approved Assessment

$$\frac{\div \text{ Assessed Value (Per \$1,000) of All Member Agencies}}{\text{Assessment Rate}}$$

$$\times \frac{\text{Assessment Rate}}{\text{Assessed Value (Per \$1,000) of Member Agency}}$$

$$\text{Assessment Share for that Member Agency}$$

6.1 Assessment Rate Limitation. In no event shall the Assessment Rate exceed \$0.0075 of Assessed Value (per \$1,000) in any year without the prior written approval for that year of at least (1) not less than two-thirds of all Member Agencies legislative bodies in number and (2), if there are more than one Member Agency objecting such an Assessment Rate, not less than sixty percent (sixty percent 60%) of the Weighted Vote of all Member Agencies. A "Weighted Vote" means a vote in which each Member Agency's vote is counted according to its respective Assessed Value as determined herein.

6.2 Assessed Value. Assessed Value shall be determined every August 1 of year prior to the year the Assessment is due. The Assessed Value shall be based on the tax year that gets collected in the year before the Assessment is due. For example, the Assessed Value for Assessments due in 2027 will be established by August 1, 2026, based on the Assessed Value for the tax year 2025 (collected in 2026).

6.2.1 Contracts for EMS Service. For Member Agencies that provide substantially all EMS services to other public EMS agencies by interlocal agreement, those other agencies shall be included when calculating the Assessed Value for that Member Agency.

6.2.2 Property Not Regularly Assessed. Member Agencies may provide substantially all EMS services to properties within its jurisdiction that is not regularly assessed, including tribal lands. If such properties comprise at least 25% of the Member Agency's jurisdiction by total acreage, notwithstanding anything to the contrary, the Assessed Value of that Member Agency shall be calculated for the purpose of this Agreement as follows:

$$\frac{\div \text{ Total Assessed Value of All Other Member Agencies}}{\text{Number of Credentialed Employees of All Other Member Agencies}}$$

$$\times \frac{\text{Number of Credentialed Employee of Member Agency}}{\text{Assessed Value by Member Agency by Credentialed Employee}}$$

PLUS

$$\frac{\div \text{ Total Assessed Value of All Other Member Agencies}}{\text{Number of Fire/EMS Calls for Service of All Other Member Agencies}}$$

$$\times \frac{\text{Number of Fire/EMS Calls for Service of Member Agency}}{\text{Assessed Value by Member Agency Calls for Service}}$$

DIVIDED BY TWO (2)

6.3 **Payment.** SCEMSA shall notify each Member Agency of its Assessment Share for the next calendar year no later than August 15. Each Member Agency shall pay its Assessment Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such a schedule as may otherwise be approved by the Board of Directors. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by SCEMSA, SCEMSA may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

7. **Boundary Changes.** It is the responsibility of each Member Agency to provide reasonable advance notice to SCEMSA of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

8. **SCEMSA Bylaws.** SCEMSA shall be governed by a Board of Directors composed of a representative group of fire chiefs, or their designees, from among the Member Agencies provided, however, there shall be at least six (6) positions and an employee of each Member Agency shall be eligible for appointment to a minimum of one (1) position.

8.1 A Supermajority Vote of the Board of Directors shall be required in order to approve the following items or actions:

- i. Approve a total Assessment that either exceeds, or is less than, the prior approved total Assessment by a percentage in excess of three percent (3%);
- ii. Acquire assets, equipment, real or personal property valued at over Fifty Thousand Dollars (\$50,000);
- iii. Admit a new Member Agency (other than admission a Member Agency created by the merger, consolidation or other process as described herein);
- iv. Reinstate a Member Agencies that has been terminated as a Member Agency);
- v. Expand of the scope of services provided by SCEMSA;
- vi. Adopt or amend of any Bylaws or the Articles of Incorporation;
- vii. Merge, consolidate, or sell all or substantially all assets of SCEMSA;
- viii. Terminate or dissolve SCEMSA;
- ix. Terminate a service contract with the Medical Program Director; and
- x. Any other action requiring a two-thirds or sixty-six percent (66%) supermajority vote under chapter 24.06 RCW.

8.2 A "Supermajority Vote" means Board of Director approval of an item accomplished by securing affirmative votes of both: (1) not less than two- thirds of all Directors of the Board of Director in number and (2), if more than one Director opposes an item, not less than sixty percent (60%) of the Weighted Vote of all Directors. A "Weighted Vote" means a vote in which each Director's vote is counted according to its respective Member Agency's Assessment Share due and payable for the then current budget period in proportion to the total Assessment Shares payable for the then current budget period by all Member Agencies of Directors holding Positions 1 - 6. A Weighted Vote may not be split.

9. **Additional Member Agencies.** All Member Agency must be municipal corporations formed under the laws of the State of Washington and have accepted the terms of and be a Party to this Agreement. As a condition of becoming a new Member Agency, except for those Member Agencies that have signed this Agreement within thirty (30) days of the Effective Date

and have not been removed or withdrawn as a Member Agency, SCEMSA may require payment or other contributions or actions by the new Member Agency as SCEMSA may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Member Agencies shall not cause pre-existing Member Agencies to incur additional cost or to experience any material reduction in services from SCEMSA.

10. **Consolidation.**

10.1 In the event of a merger between one or more Member Agency(ies), the Member Agencies shall pay their own Assessment Share until the effective date of the merger and, thereafter, the surviving Member Agency will pay the Assessment Share of the merged agency.

10.2 In the event of the formation of a new regional fire authority by one or more Member Agency, the Member Agency shall continue pay its Assessment Share; provided, however, the new regional fire authority may be assigned and assume all rights and responsibilities of such a Member Agency.

10.3 In the event of the annexation of Member Agency into an existing regional fire authority, the Member Agencies shall pay their own Assessment Share until the effective date of the annexation and, thereafter, the regional fire authority will pay the Assessment Share of said annexing agency.

10.4 In the event a Member Agency enters into a contract to provide substantially all EMS services to another public EMS agency, the Assessed Value of the agency receiving services by such contract shall be included in the calculation of the Assessed Value for the Member Agency providing the EMS services.

11. **Delinquencies.** Payments not received when due shall bear interest at the rate of twelve percent (12%) per annum, or such lower maximum allowable rate as provided by law and approved by SCEMSA, until paid. A Member Agency who is six (6) months delinquent in payment shall not have access to the Services until all payments, including accrued interest have been made. A Member Agency who is one year delinquent is deemed to have withdrawn as a Member Agency and to have withdrawn from the Agreement. Withdrawal does not extinguish the obligation to pay SCEMSA for its Assessment Share(s) during the time it was a Party to this Agreement, together with interest.

12. **Inventory and Property.** Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of SCEMSA. SCEMSA may dispose of and otherwise convey its property as provided by law and policies of SCEMSA. Equipment and furnishings for SCEMSA's operation shall be acquired as provided by law. If any Member Agency provides equipment or furnishings for SCEMSA's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by SCEMSA. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to SCEMSA, and the values thereof. In the event of dissolution or termination of SCEMSA, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Member Agencies.

13. **Privacy Protection.** SCEMSA shall appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Member Agencies in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"), and as provided in **Exhibit E**, which may be updated, from time to time, by SCEMSA to keep in compliance with applicable laws and regulations.

14. **Indemnification.** To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. The parties further acknowledge that they have mutually negotiated this waiver.

15. **Insurance.** SCEMSA shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of Washington, the following insurance or, if self-insured, the equivalent to the following:

15.1 An occurrence based comprehensive general liability policy covering all claims for personal injury (including death) or property damage arising out of or related to this Agreement and shall include contractual liability coverage applicable to the indemnity provisions of this Agreement. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss.

15.2 A liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of employees. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence.

15.3 An employment practices liability insurance policy covering all claims arising from the employment process. The limit of liability shall be not less than One Million Dollars (\$1,000,000).

15.4 Insurance policies required to be maintained under this Agreement shall (a) name the other Parties, its elected officials, and employees as additional named insureds; (b) not contain a 'cross liability' or similar exclusion that would bar coverage for claims between or among insureds; (c) contain a severability of interest provision in favor of the other Parties; and (d) contain an express waiver of any right of subrogation by the insurance company against the

other Party and its elected officials, employees, and agents. Insurance policies required to be maintained by SCEMSA under this Agreement shall be written as a primary policy and non-contributory insurance with respect to the Parties, its officers, officials, employees, agents, and insurers.

16. Withdrawal or Termination of a Member Agency.

16.1 If the Assessment Rate exceed \$0.0075 of Assessed Value (Per \$1,000), by October 31 of the year before which the Assessment Rate is applied, any Member Agency that objected to such an Assessment Rate under Paragraph 6.1 of this Agreement may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on SCEMSA, which shall be effective on December 31 of that year.

16.2 After the Initial Term, any Member Agency may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on SCEMSA on, or before, December 31 in any year. After providing appropriate notice, that Member Agency's membership withdrawal shall become effective on the last day of the calendar year following delivery of appropriate notice to all other Member Agencies. A Contributing Agency that withdraws from this Agreement shall have no further right to receive the Services as a Member Agency.

16.3 A Member Agency who withdraws or is terminated (by being deemed withdrawn for nonpayment as provided herein) shall hold the remaining Member Agencies harmless against any resultant increased capital or operating costs allocated to them, for a project approved by the Board of Directors prior to notice of withdrawal or termination.

16.4 Time is of the essence in giving notice of termination or withdrawal.

16.5 A terminating and/or withdrawing Member Agency is deemed to forfeit any and all rights it may have to SCEMSA's personal or real property, or any other ownership in SCEMSA, unless otherwise provided by the Board of Directors; provided further that this forfeit of rights shall not apply to personal property on loan to SCEMSA from the terminating or withdrawing Member Agency.

16.6 The termination or withdrawal of a Member Agency shall not discharge or relieve any other Member Agency of its obligations to SCEMSA.

17. Termination of this Agreement. This Agreement may be terminated upon the approval of a Supermajority Vote of the Board of Directors. The termination shall be by direction of the Board of Directors to wind up business by a date specified by the Board of Directors, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated. Notwithstanding the foregoing, in the event of withdrawal or termination of Member Agencies such that no more than three Member Agencies remain Party to this Agreement, then the Agreement shall terminate one year from the first date that only three Member Agencies remain. The Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of SCEMSA, unless provision is made for those obligations.

17.1 **Real or Personal Property.** Upon termination of this Agreement, all real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding liabilities of SCEMSA, shall be distributed to those Member Agencies still participating in SCEMSA on the day prior to the termination date and shall be apportioned between Member Agencies based on the ratio that the average of each Member Agencies' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Member Agencies' Assessment Shares paid during such five-year period. The Board of Directors shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

17.2 **Loaned Property.** Upon termination of this Agreement, assigned or loaned assets shall be returned to the lending entity.

17.3 **Allocation of Liabilities.** Upon termination of this Agreement, in the event outstanding liabilities of SCEMSA exceed the value of personal and real property and funds on hand, all Member Agencies shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

18. **Termination of SCEMS Agreements.** Each Member Agency agrees that any agreement between that Member Agency and Snohomish County EMS and Trauma Care Council shall be terminated on the Effective Date of this Agreement without prejudicing the Snohomish County EMS and Trauma Care Council's rights with respect to payments due prior to termination. For such termination, Snohomish County EMS and Trauma Care Council waives and releases all notice requirements and early termination costs for those Member Agencies.

SNOHOMISH COUNTY EMS AND TRAUMA CARE COUNCIL

By: _____
 Its: _____
 Date: _____

19. **Independent Governments.** The Parties recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Each Member Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with staff operations at the SCEMSA.

20. **Public Duty Doctrine.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

21. **Non-Waiver of Breach.** The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or

relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

22. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Snohomish County Superior Court, Snohomish County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' right to indemnification under this Agreement.

23. **Modification.** Except as otherwise provided herein, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.

24. **Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement, including but not limited to **Exhibit F** incorporated herein by reference..

25. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements—either verbal or written—of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner, this Agreement.

26. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

27. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

28. **Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement in **Exhibit G**, or such other address as may be hereafter specified in writing.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

PAINFIELD AIRPORT FIRE DEPARTMENT

Joshua Cole, Fire Chief
Date: _____

EVERETT FIRE DEPARTMENT

Dave DeMarco, Fire Chief
Date: _____

MARYSVILLE FIRE DEPARTMENT

Ned Vander Pol, Fire Chief
Date: _____

MUKILTEO FIRE DEPARTMENT

Glen Albright, Fire Chief
Date: _____

NORTH COUNTY REGIONAL FIRE AUTHORITY

John Cermak, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 4

Don Waller, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 19

Keith Strotz, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 21

Chad Schmidt, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 22
(GETCHELL FIRE DEPARTMENT)**

Travis Hots, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 24
(DARRINGTON FIRE DISTRICT)**

Joel Johnson, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 25
(OSO FIRE DEPARTMENT)**

Willie Harper, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 26
(SKY VALLEY FIRE)**

Eric Andrews, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 5

Seth Johnson, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 15
(TULALIP BAY FIRE DEPARTMENT)**

Ryan Shaughnessy, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 16
(LAKE ROESIGER FIRE DEPARTMENT)**

Scott Anderson, Fire Chief
Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 17
(GRANITE FALLS FIRE)**

Jim Haverfield, Fire Chief
Date: _____

SNOHOMISH COUNTY EMS AGENCY

Scott Dorsey, Executive Director
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 27

Mike Worthy, Fire Chief
Date: _____

SNOHOMISH REGIONAL FIRE AND RESCUE

Kevin O'Brien, Fire Chief
Date: _____

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

Bob Eastman, Fire Chief
Date: _____

EXHIBIT A

**ARTICLES OF INCORPORATION
OF
SNOHOMISH COUNTY EMS AGENCY**

The undersigned hereby executes the following Articles of Incorporation for the purpose of forming a non-profit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03A of the Revised Code of Washington (RCW).

**Article I
Name**

The name of the corporation is the Snohomish County EMS Agency (the "SCEMSA").

**Article II
Purposes**

2.1 SCEMSA is organized and shall at all times be operated exclusively for charitable, educational, scientific, etc. purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter "IRC"). Without limiting the generality of the foregoing, SCEMSA is formed to:

2.1.1 Provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to development and promotion of new protocols, delegate physicians, training and evaluations, quality assurance / quality improvement, employee discipline, controlled substances, and other duties in Chapter 246 976 WAC.

2.1.2 Provide support to the Emergency Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services in a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including promoting consistent and integrated use of technology; provided, however, that SCEMSA shall have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

2.2 SCEMSA is intended to be an organization described in §501(c)(3) of the Code and a supporting organization under §509(a)(3) of the Code, supporting other tax exempt organizations providing charitable benefits for children in the State of Washington.

2.3 Private Inurement. No part of the net earnings or income of SCEMSA shall inure to the benefit of any private individual. Further, no director or officer of SCEMSA or any private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution or final liquidation of SCEMSA or winding up its affairs. Notwithstanding the preceding, however, SCEMSA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

2.4 Legislation and Political Activities. No substantial part of the activities of SCEMSA shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted under IRC Section 501(c)(3), and SCEMSA shall not participate in or intervene (including the publication and distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for any public office.

Article III Gross Revenue

Per RCW 24.03A.960 the corporation voluntarily certifies that its initial gross revenue is less than \$500,000.

Article IV Charitable Nonprofit Corporation

The corporation is a Charitable Nonprofit Corporation pursuant to RCW 24.03A.010(5).

Article V Limitation of Directors' Liability

A director shall have no liability to the corporation or its members for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating RCW 24.03A, or

for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. Any repeal or modification of this article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

Article VI Indemnification

The corporation shall indemnify its directors against all liability, damage or expense resulting from the fact that such person is or was a director, to the maximum extent and under all circumstances permitted by law.

Article VII Registered Office & Agent

The name of the Registered Agent of the corporation is CJ Services Corporation. The street address of the Registered Office, which is also the address of the Registered Agent is as follows:

CJ Services Corporation
1500 Railroad Avenue
Bellingham, WA 98225

Article VIII Members

There should be no shareholders of the corporation. Rather, the corporation shall have members as determined by the bylaws. Each member shall have one vote in the affairs of the corporation as appropriate.

Article IX Directors

The number, qualifications, terms of office, manner of election, time and place of meetings, and powers and duties of the directors shall be prescribed in the bylaws, but the number of directors constituting the initial Board of Directors shall be seven (7). The name and

address of the persons who are to serve as the initial directors until the first meeting of the members are:

Dave DeMarco
2801 Oakes Ave
Everett, WA 98201

Gary Lingel
1115 Seeman Street
P.O. Box 1238
Darrington, WA 98241

Shaughn Maxwell
12425 Meridian Avenue South
Everett, WA 98208

Joe Hughes
12425 Meridian Avenue South
Everett, WA 98208

Roy Waugh
163 Village Court
Monroe, WA 98272

Don Waller
1525 Avenue D
Snohomish 98290

Article X Amendment of Bylaws & Articles

Section 1. The board of directors shall have full power to adopt, alter, amend, or repeal the bylaws or adopt new bylaws. Nothing herein shall deny the concurrent power of the members to adopt, alter, amend or repeal the bylaws.

Section 2. This corporation reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in any manner now or hereafter prescribed or permitted by statute. All rights of members of this corporation are granted subject to this reservation.

Article XI Distribution of Assets Upon Liquidation or Dissolution

Upon dissolution of the corporation, any net assets of the corporation are to be distributed to its then-current Member Agencies.

Article XII Perpetual Existence

The duration of SCEMSA shall be perpetual unless dissolved by operation of law or otherwise.

**Article XIII
Incorporator**

The name and address of the Incorporator is:

Matt T. Paxton
1500 Railroad Ave
Bellingham, WA 98225

IN WITNESS WHEREOF, the Incorporator has affixed his signature below on this ____
day of _____, 2024.

Matt T. Paxton, Incorporator

CONSENT TO APPOINTMENT AS REGISTERED AGENT

CJ SERVICES CORPORATION hereby consents to serve as Registered Agent, in the State of Washington, for the corporation herein named. CJ SERVICES CORPORATION understands that as agent for the corporation, it will be CJ SERVICES CORPORATION's responsibility to accept Service of Process in the name of the corporation; to forward corporate license renewal mailings to the corporation; and to immediately notify the Office of the Secretary of State in the event of its resignation or of any change in the Registered Office address of the corporation for which it is agent.

Dated this ____ day of _____, 2024

CJ SERVICES CORPORATION

Richard A. Davis III

EXHIBIT B

BYLAWS
OF
SNOHOMISH COUNTY EMS AGENCY

ARTICLE 1
Registered Office and Registered Agent

The registered office of Snohomish County EMS Agency ("SCEMSA") shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office. Any change in the registered agent or registered office shall be effective upon filing such change with the office of the Secretary of State of the State of Washington, unless a later date is specified. The Board of Directors may establish other offices in or outside the State of Washington.

ARTICLE 2
Members

Section 1. Membership.

The Board of Directors may allow for businesses, associations or other entities to become members of SCEMSA upon such terms and conditions as the Board of Directors may determine.

ARTICLE 3
Powers

Section 1. General Powers.

(a) All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board of Directors, except as otherwise provided by the laws under which SCEMSA is formed or in the Articles of Incorporation. All Directors and their alternates shall serve without compensation from SCEMSA. Directors may serve only for such time as they are duly appointed or acting chief executive officer of their respective agency.

Section 2. Specific Powers.

Through its Board of Directors, SCEMSA shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Board of Directors, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Member Agencies;
- b. Review and approve budget expenditures for SCEMSA;
- c. Establish policies for expenditures of budget items for SCEMSA;
- d. Review and adopt a personnel policy for SCEMSA (if applicable);

- e. Review and approve operating and financial policies for SCEMSA;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of SCEMSA;
- g. Conduct regular and special meetings as may be designated by the Board of Directors consistent with the Open Public Meetings Act;
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered by SCEMSA and under what terms they shall be offered;
- j. Retain an Executive Director;
- k. Create advisory boards and committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Member Agencies to this Agreement and the terms of participation in SCEMSA and receipt of SCEMSA services;
- n. Enter into contracts with the state-approved Medical Program Director to fund services provided to SCEMSA and Member Agencies by the Medical Program Director;
- o. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- p. Direct and supervise the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to SCEMSA by Member Agencies;
- t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of SCEMSA;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in SCEMSA's name;
- w. Make and alter bylaws for the administration and regulation of its affairs; and
- x. Any and all other lawful acts necessary to further SCEMSA's goals and purposes.

SCEMSA shall not have the power or authority to issue debt in its own name. SCEMSA shall have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

ARTICLE 4 Board of Directors

Section 1. Composition.

(a) SCEMSA shall be governed by the Board of Directors. The number of Directors of SCEMSA shall be seven (7).

(b) The Board of Directors shall be composed of one (1) representative in each Position, which representative shall be the Fire Chief or executive chief that directly reports to the Fire Chief of each such Member Agency as provided herein. The Directors shall be appointed from among Member Agencies, as follows:

- **Position 1:** South Snohomish County Fire & Rescue Regional Fire Authority
- **Position 2:** Snohomish County Fire District No. 4 and Snohomish Regional Fire and Rescue
- **Position 3:** Marysville Fire Department and North County Regional Fire Authority
- **Position 4:** Everett Fire Department and Mukilteo Fire Department
- **Position 5:** Snohomish County Fire District No. 15 (Tulalip Bay Fire Department); Snohomish County Fire District No. 19; Snohomish County Fire District No. 21; Snohomish County Fire District No. 24 (Darrington Fire District); Snohomish County Fire District No. 25 (Oso Fire Department); Snohomish County Fire District No. 27; and Paine Field Airport Fire Department
- **Position 6:** Snohomish County Fire District No. 5; Snohomish County Fire District No. 16 (Lake Roesiger Fire Department); Snohomish County Fire District No. 17 (Granite Falls Fire); Snohomish County Fire District No. 22 (Getchell Fire Department); and Snohomish County Fire District No. 26 (Sky Valley Fire)
- **Position 7:** Elected Official of any of the Member Agencies

(c) Within thirty (30) days of the Effective Date and, thereafter, in April of each year in which the regular term for a Position ends, SCEMSA shall provide notice to the Member Agency eligible for appointment in that Position (or to all Member Agencies in the case of Position 7) of the vacancy, as well as the date, time, and location for a caucus at which a new Director (and Alternate in the case of Position 7) shall be selected.

(d) Designated representatives from each such Member Agency eligible for appointment shall meet together and select a Director to represent them on the Board of Directors for the next three (3) year term at such a caucus. Caucuses may determine their own rules for nominating and selecting Directors, provided that the following rules shall apply:

- i. Representatives to the caucus shall be designated by the Member Agency they represent. Designated representatives must be qualified to serve as a Director.
- ii. An individual need not attend the caucus in order to be selected as a Director, so long as the person otherwise meet the qualifications of a Director.
- iii. Each Member Agency within a caucus shall have an equal vote in selecting each Director.
- iv. Any Member Agency who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. Each caucus shall submit a written statement to SCEMSA, signed by not less than half of the caucus' representatives participating in the caucus, confirming the individuals to whom the Positions are to be allocated for the next term.
- vii. A representative of a Member Agency that is more than one (1) year delinquent in payment owed to SCEMSA cannot be a Director until all delinquent payments together with accrued interest have been paid.
- viii. If Member Agencies are unable to reach consensus on a Director for their respective Position, then, for Positions representing two Member Agencies, the Member Agencies shall alternate terms of serving as the Board Member.

(e) In the event of (i) a merger between Member Agencies; (ii) the formation of a new regional fire authority by one or more Member Agency; (iii) the annexation a Member Agency into an existing regional fire authority; (iv) a Member Agency entering into a contract to provide substantially all EMS services to another public EMS agency; (v) the addition of a new Member Agency to SCEMSA; or (vi) withdraw of an existing Member Agency, the Bylaws shall be amended to equitably reallocate the Position 1 – 6, which reallocation shall be effective after the expiration of the then-current terms; provided, however, there shall continue to be six (6) positions and an employee of each Member Agency shall be eligible for appointment to a minimum of one (1) position.

Section 2. Term.

Each Director shall hold office for three (3) years until the first meeting each year of Directors and until his or her successor shall have been elected and qualified, except as provided herein. The initial terms will end in 2028, for Positions 1, 3 and 7, in 2027, for Positions 2 and 5, and in 2026, for Positions 4 and 6.

Section 3. Conditions for Serving as a Director.

All Directors and their alternates shall serve without compensation from SCEMSA. However, SCEMSA may pay for or reimburse Directors and alternates for reasonable out-of-pocket costs related to service on the Board of Directors. Directors may only serve for such time as they meet the qualification of a Directors for the Member Agency with which they served of the start date of their then current term on the Board of Directors.

Section 4. Alternates.

For Positions 1 – 6, each Director shall designate one (1) alternate with management and/or leadership responsibilities within such a Member Agency’s central administration to serve on the Board of Directors when such Director is absent or unable to serve. For Position 7, one (1) alternative elected official shall be designated, in the same manner as selecting the Director for that position, to serve on the Board of Directors when such Director is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Board of Directors. Either the primary Director or such Director’s alternate may attend meetings of the Board of Directors; provided, however, if both representatives are in attendance at a meeting of the Board of Directors, only the primary Director of the Board of Directors shall be included for purposes of establishing a quorum and voting on matters before the Board of Directors. If an alternate is serving in a meeting on behalf of a Director, such alternate shall have all of the rights and authority of the primary Director of the Board of Directors under this Agreement, including but not limited to establishing a quorum and voting on matters before the Board of Directors.

Section 5. Quorum.

A simple majority of the voting Members in attendance (or their alternates) in number (excluding any Member that represents a Member Agency which been terminated by vote of the Board of Director, or which has given notice of withdrawal and is not permitted to vote) shall constitute a quorum of the Board of Directors for purposes of doing business on any issue.

Section 6. Voting.

The Board of Directors shall strive to operate by consensus. All Board of Directors decisions on items not listed as items requiring a supermajority vote for approval require a Simple Majority Vote for approval. A “Simple Majority Vote” of the Board of Directors means at least 51% of the Directors present constituting a quorum and voting, with each Member present and voting having one vote. A Director may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Director representing a Member Agency that has given notice of withdrawal or which has been terminated by vote of the Board of Directors shall be authorized to cast votes only on budget items to be implemented prior to the withdrawal or termination date. A Director representing a Member Agency that has not made a payment that is owing to SCEMSA for more than three (3) months shall not be entitled to vote on any Board of Directors matter until all delinquent payments, together with accrued interest, have been paid.

Section 7. Items Requiring Supermajority Vote for Approval.

(a) A Supermajority Vote of the Board of Directors shall be required in order to approve the following items or actions:

- xi. Approve a total Assessment that either exceeds, or is less than, the prior approved total Assessment by a percentage in excess of three percent (3%);
- xii. Acquire assets, equipment, real or personal property valued at over Fifty Thousand Dollars (\$50,000);
- xiii. Admit a new Member Agency (other than admission a Member Agency created by the merger, consolidation or other process as described herein);
- xiv. Reinstate a Member Agencies that has been terminated as a Member Agency to the Member Agency Interlocal Agreement);
- xv. Expand of the scope of services provided by SCEMSA;
- xvi. Adopt or amendment of any Bylaws or the Articles of Incorporation;
- xvii. Merge, consolidate, or sell all or substantially all assets of SCEMSA;
- xviii. Terminate or dissolve SCEMSA;
- xix. Terminate the service contract with the Medical Program Director;
- xx. Remove any Director or Officer of the Board of Directors; and
- xxi. Any other action requiring a supermajority vote under chapter 24.06 RCW.

(b) A "Supermajority Vote" means Board of Director approval of an item accomplished by securing affirmative votes of both: (1) not less than two- thirds of all Directors of the Board of Director in number and (2) if more than one Director opposes an item, not less than sixty percent (60%) of the Weighted Vote of all Directors. A "Weighted Vote" means a vote in which each Director's vote is counted according to its respective Member Agency's Assessment Share due and payable for the then current budget period in proportion to the total Assessment Shares payable for the then current budget period by all Member Agencies of Directors holding Positions 1 - 6. A Weighted Vote may not be split.

Section 8. Meetings.

(a) Regular meetings shall be held pursuant to a schedule adopted by the Board of Directors. Special meetings may be called by the President or a majority of Directors upon giving all other Directors notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Director at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Directors calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Board of Director may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Directors. Directors may participate in a meeting through the use of any means of communication by which all Directors and members of the public participating in such meeting can hear each other during the meeting. Any Directors participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

(b) All meetings of SCEMSA shall be deemed “public meetings” and shall be held in compliance with applicable laws, including but not limited to the Open Public Meetings Act, Chapter 42.30 of the Revised Code of Washington.

Section 9. Vacancies.

In case of any vacancy in the Board of Directors in Position 1 - 6, unless otherwise designated by the Member Agency represented by the Director causing the vacancy, the Alternate for that Position shall be the successor for the unexpired portion of the term of the Director whose place shall be vacant and until his or her successor shall have been duly elected and qualified by the Member Agencies represented by such Position.

In case of any vacancy in the Board of Directors in Position 7, Director and Alternate shall be selected, in the same manner as selecting the Director for that position, to be the successor for the unexpired portion of the term of the Director whose place shall be vacant and until his or her successor shall have been duly elected and qualified by the Member Agencies represented by such Position.

Section 10. Resignation.

Any Director may resign at any time by delivering written notice to the Board of Directors, its chairperson, the president or the secretary of SCEMSA. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

Section 11. Removal of Directors.

At a meeting of the Board of Directors called expressly for that purpose, any Director may be removed, with cause, by a vote of the Supermajority of the Board of Directors then present. Such an action shall not be taken unless the Director is notified by mail after two (2) consecutive unexcused absences that the Director may be removed if the Director is absent without being excused from the next regularly scheduled meeting. “With cause” shall include any violation of Article 3, Section 13 of the Bylaws or absence from three (3) consecutive regularly scheduled meetings unless by permission of the Board.

Section 12. Presumption of Assent.

A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(a) The Director objects at the beginning of the meeting, or promptly upon the Director’s arrival, to holding it or transacting business at the meeting;

(b) The Director’s dissent or abstention from the action is taken is entered in the minutes of the meeting; or

(c) The Director delivers written notice of the Director’s dissent or abstention to the presiding officer of the meeting before its adjournment or to SCEMSA within a reasonable time after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 13. Code of Ethics and Conflicts of Interest.

(a) Except as otherwise provided herein, all Directors shall be considered “municipal officers” and subject to the Code of Ethics for Municipal Officers set forth in Chapter 42.23 of the Revised Code of Washington.

(b) If the Board of Directors transacts business or takes any action to transact business with any fire district or department from which a Director is appointed, the Director affiliated with the fire district or department shall: (1) not participate in any Board of Directors discussions regarding the transaction of business with the fire district or department, and (2) recuse themselves from voting on any matter concerning the fire district or department.

ARTICLE 5
Special Measures for Corporate Action

Section 1. Meetings by Telephone Conference.

Directors may participate in their respective meetings by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting (including the Director participating by phone) can hear each other at the same time and the members of the public then in attendance can hear all the Directors (including the Director participating by phone). Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2. Limitations.

The Board of Directors may adopt limitations on meetings by conference telephone call or similar communication. The Board of Directors may limit how many Directors may, at the same time, participate in a meeting by conference telephone call or similar communication, and may also limit how often a single Director may participate in a meeting by conference telephone call or similar communication.

ARTICLE 6
Officers

Section 1. Officers Designated.

(a) The officers of SCEMSA shall be a President and a Vice President, who shall be elected by the Board of Directors and be Directors, and a secretary and a treasurer, each of whom shall be staff members of SCEMSA appointed by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election, Qualification and Term of Office.

Each of the officers shall be elected or appointed by the Board of Directors. The officers shall serve for terms of one (1) year at the first meeting of each year of the Board of Directors. Except as hereinafter provided, each of said officers shall hold office from the date of his or her

election until the first meeting of the next year of the Board of Directors and until his or her successor shall have been duly elected and qualified.

Section 3. Powers and Duties.

(a) **President.** The president shall preside at meetings of the Board of Directors. The President shall be an ex-officio member of all committees and shall vote only when the vote of the committee is evenly divided.

(b) **Vice President.** In the absence of the president or his or her inability to act, the vice president shall act in his or her place and stead and shall have all the powers and authority of the president, except as limited by resolution of the Board of Directors.

(c) **Secretary.** The Secretary shall: (1) keep the minutes of the Board of Directors' meetings in one (1) or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (3) be custodian of the corporate records and of the seal of SCEMSA and affix the seal of SCEMSA to all documents as may be required, if SCEMSA has a corporate seal; (4) keep a register of the post office address of each Director, which shall be furnished to the secretary by such Director; and (5) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

(d) **Treasurer.** Subject to the direction and control of the Board of Directors, the Treasurer shall have the custody, control, and disposition of the funds and securities of SCEMSA and shall account for the same; and, at the expiration of his or her term of office, he or she shall turn over to his or her successor all property of SCEMSA in his or her possession.

Section 4. Resignation, Removals, and Vacancies.

(a) Any officer of SCEMSA may resign at any time by giving written notice to the Board of Directors, or to any officer of SCEMSA. Any such resignation shall take effect at the time specified therein, or, if the time is not specified therein, then upon its delivery. SCEMSA need not accept a resignation for the resignation to be effective.

(b) The Board of Directors, by vote of not less than a majority of the entire Board of Directors, may remove from office any officer or agent elected or appointed by it. The removal shall be without prejudice to the rights as a Director, if any, of the person so removed.

(c) The Board of Directors shall fill any officer position which becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly elected and qualified.

Section 5. No Remuneration.

No monies shall be paid by SCEMSA to the Officers.

ARTICLE 7

Executive Director

Section 1. Appointment.

The Board of Directors may appoint an executive director (the "Executive Director") to conduct those duties on behalf of the Board of Directors and SCEMSA as provided herein.

Section 2. Delegation of Powers and Duties.

The Board of Directors may delegate to the Executive Director such administrative powers and duties of the Board of Directors as it may deem proper for the efficient and proper management of SCEMSA. Any such delegation shall be authorized by appropriate resolution of the Board of Directors, which resolution must also establish guidelines and procedures for the Executive Director to follow.

Section 3. Powers and Duties.

The Executive Director's delegation of powers and duties shall include, but not be limited to, the following:

- (a) Oversee the day-to-day operations of SCEMSA;
- (b) Handle the day-to-day finances of SCEMSA;
- (c) Execute contracts on behalf of SCEMSA;
- (d) Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (e) Prepare agendas for Board of Directors meetings;
- (f) Hire, fire, and manage employees and personnel of SCEMSA;
- (g) Handle routine correspondence;
- (h) Handle correspondence of special interest to the Board of Directors by drafting replies in advance for Board of Directors approval, seeking instructions for reply when necessary, and preparing correspondence as the Board of Directors directs;
- (i) Maintain a calendar of the Board of Directors' unfinished business; and
- (k) Perform all other duties as may be prescribed to the Executive Director herein or by resolution of the Board of Directors.

Section 4. Qualification and Removal.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Board of Director.

ARTICLE 8

Technical Advisory Committee

Section 1. Composition.

A Technical Advisory Committee (“TAC”) is hereby created to serve in an advisory capacity to the Executive Director and Board of Directors. The TAC shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum and voting requirements as applied to the Board of Directors. The TAC shall be composed of the following:

- i. Twelve (12) voting representative from the Member Agencies , which shall be comprised of two (2) representatives from each group of Member Agency(s) represented by a Board of Directors (Positions 1 through 6) that have senior managerial / operational responsibility for the EMS programs and services of that Member Agency; and
- ii. One (1) nonvoting representative from private EMS providers (e.g. private ambulance companies), which shall have senior managerial / operational responsibility for the EMS programs and services.

TAC Members shall be nominated by the Director representing the nominees’ Member Agency(s) and must be confirmed by a simple majority of the Board of Directors. The TAC shall meet as often as it deems necessary. TAC Members shall be subject to removal by a simple majority vote of the Board of Directors.

Section 2. Chair and Vice Chair.

The Board of Directors shall appoint a Chair of the TAC for a term of one (1) year and, if a Chair have been elected, they shall, when present, preside at all meetings of the TAC and shall have such other powers as the Board of Directors may prescribe. The Board of Directors may, in its discretion, appoint a Vice Chair of the TAC for a term one (1) year and, if a Vice Chair have been elected, they shall, when present, preside at all meetings of the TAC in the absence of the Chair and shall have such other powers as the Board of Directors may prescribe.

Section 3. TAC Purpose.

The TAC shall, in consultation with the Snohomish County Medical Program Director, (a) serve as advisors and make recommendations to the Board of Directors and to Emergency Medical Services (EMS) providers in Snohomish County regarding operational, educational, and logistical components of basic through advanced life support services; (b) monitor the EMS provided throughout Snohomish County and make recommendations to the Board of Directors designated to improve the efficiency and effectiveness of those services; and (c) coordinate ongoing training standards and services. Any recommendations will include a fiscal analysis and funding recommendations. The TAC may, in its discretion and with consent of the Board of Directors President, make presentations to the Board of Directors at meetings. The Executive Director shall regularly report to the Board of Directors on the information and advice offered by the TAC. The Executive Director or their delegate shall prepare summary minutes of each

meeting of the TAC, ensuring protection of sensitive operational information of SCEMSA and its Member Agencies as well as the privacy of persons served by SCEMSA and TAC members. The Board of Directors shall consider input from the TAC in its deliberations. The TAC may not make any recommendations that may have a significant financial impact to Member Agencies or to SCEMSA without approval of the Board of Director.

Section 4. TAC Quorum.

“Quorum” of the TAC for purposes of doing business on any issue means at least fifty-one percent (51%) of the TAC members in number plus one (1) additional TAC members, excluding any TAC members which has given notice of withdrawal or has which been terminated by vote of the Board of Director.

Section 5. No Remuneration.

No monies shall be paid by SCEMSA to the TAC members.

**ARTICLE 9
OTHER COMMITTEES / SUBCOMMITTEES**

Section 1. Composition.

The Board of Directors may, from time to time, establish other committees and subcommittees. The other committees and subcommittees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum and voting requirements as applied to the Board of Directors.

Section 2. Purpose.

Unless otherwise specified by action of the Board of Directors, all committees shall serve only to advise and assist the Board of Directors or the TAC in carrying out the proposes of this corporation.

**ARTICLE 10
Budget, Operations Report, and Public Funds**

Section 1. Budget.

(a) The Executive Director shall prepare and submit to the Board of Directors an annual operational budget and report for approval. Upon approval of the Board of Directors, the annual operational budget and report shall be submitted to the Member Agencies.

(b) The Executive Director shall prepare and submit to the Board of Directors for approval a quarterly financial report detailing SCEMSA’s activity and expenditures of funds for the previous quarter or at such intervals as the Board of Directors may otherwise direct. Upon approval of the Board of Directors, the quarterly financial report shall be submitted to the Member Agencies.

Section 2. Deposits.

The monies of SCEMSA shall be deposited in the name of SCEMSA in such bank or banks as the Board of Directors shall designate and shall be drawn from such accounts only by check, warrants, or other order for payment of money approved by the Board of Directors.

Section 3. Public Funds.

All funds of SCEMSA shall be deemed public funds without regard to their source and shall be accounted for and expended in conformity with the laws of the State of Washington relating to public funds.

ARTICLE 11
Notices

Except as may otherwise be required by law, any notice to any Director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his or her last known address in the records of SCEMSA, postage prepaid.

ARTICLE 12
Indemnification

Directors, officers, and the Executive Director shall have no liability to SCEMSA for conduct as a Director, officer, or Executive Director except for: (1) acts or omissions that involve intentional misconduct by the Director, officer, or Executive Director, (2) a knowing violation of the law by the Director, officer, or Executive Director, or (3) any transaction from which the Director, officer, or Executive Director will personally receive a benefit in money, property or services to which the Director, officer, or Executive Director is not legally entitled.

ARTICLE 13
Books and Records

Section 1. Books and Records.

SCEMSA shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Board of Directors and all resolutions of SCEMSA; and shall keep at its registered office or principal place of business a record of its Directors, giving the names and addresses of all Directors.

Section 2. Policy Manuals.

The Executive Director shall compile the policies and procedures adopted by the Board of Directors into a Policy and Procedure Manual. The Executive Director shall be responsible for updating the Manual as directed by the Board of Directors. The Manual shall be kept at the registered office or principal place of business of SCEMSA and shall be maintained by all Directors, officers, SCEMSA's attorney, and any other person designated by the Board of Directors.

Section 3. Public Records.

All records of SCEMSA shall be deemed "public records." The Executive Director shall keep all books and records of SCEMSA in compliance with applicable laws, including but not limited to the Public Records Act, Chapter 42.56 of the Revised Code of Washington.

**ARTICLE 14
SCEMSA Seal**

The Board of Directors may provide for a corporate seal, which shall have inscribed thereon the name of SCEMSA, the year and state of incorporation and the words "corporate seal."

**ARTICLE 15
Amendment of Bylaws**

These Bylaws may be amended, altered, or repealed by a Supermajority Vote at any regular or special meeting by Supermajority Vote of the Board of Directors.

**ARTICLE 16
Fiscal Year**

The fiscal year of SCEMSA shall be set by resolution of the Board of Directors.

**ARTICLE 17
Rules of Order**

The rules contained in the most recent edition of Robert's Rules of Order, Newly Revised, shall govern all meetings of Directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or special rules of order of SCEMSA.

The undersigned president of SCEMSA does hereby certify that the above and foregoing Bylaws of SCEMSA were adopted by the Directors as the Bylaws of SCEMSA and that the same do now constitute the Bylaws of SCEMSA.

DATED this _____ day of _____, 2025.

Attest:

_____, President

EXHIBIT C

Budget

	Description	2024 (SCEMS)	2025 (Proposed)
Income			
	Application of Reserves	\$0	\$0
	Non-Member Assessments	\$250	\$15,500
	Grants	\$0	\$0
	Interest	\$500	\$0
	EMS Assessments	\$497,111	\$943,708
	Total Income	\$497,861	\$959,208
Expense			
	Medical Program Director Contract	\$120,000	\$126,000
	Executive Director Salary/Contract	\$144,000	\$170,000
	Part-Time (.1) Office Coordinator	\$7,589	\$9,800
	Education Coordinator	\$51,857	\$98,000
	Part-Time QA/Data/ESO Coordinator	\$39,209	\$49,000
	Part-Time Certification Coordinator	\$51,857	\$49,000
	Employee Benefits	\$0	\$99,360
	Contingency/Reserve	\$30,000	\$50,000
	Contractor Technology Stipends	\$5,000	Overhead
	Operational Expenses	\$100	Overhead
	Dues and Subscriptions	\$3,000	\$3,000
	Equipment	\$250	Overhead
	Website	\$1,000	Overhead
	Insurance	\$3,000	\$5,000
	Office Supplies	\$1,000	Overhead
	Professional Fees	\$20,000	\$10,000
	IT Support	\$6,000	Overhead
	Training/Conferences	\$3,500	\$10,000
	Telephone	\$2,500	Overhead
	Travel & Subsistence	\$2,000	\$10,000
	Rent	\$6,000	Overhead
	Startup Costs		\$50,000
	State Auditor		\$7,500
	Technology Solutions		\$100,000
	SNO911 SLA Overhead		\$150,000
	Total Expense	\$497,861	\$996,660
	Year 1 Startup Phased Approach Credit		-\$21,952
	Operational Reserve Contribution		\$0
	Total from Member & Private Assessments		\$959,208
	Operational Reserve Starting Balance		\$100,000

EXHIBIT D

Funding Plan

Assessment Rate – \$0.00461258 per \$1,000

Member Agency	2025 Assessment Share	2023 Assessed Value (Collected in 2024)	Percentage of Total Assessment (2025)
Everett Fire Department	\$124,115.19	\$26,907,976,118	13.15%
Snohomish County Fire District No. 4	\$36,189.97	\$7,845,927,663	3.83%
Snohomish County Fire District No. 5	\$9,604.80	\$2,082,306,333	1.02%
Snohomish Regional Fire & Rescue	\$192,545.32	\$41,743,518,558	20.40%
Snohomish County Fire District No. 15 (Tulalip Bay Fire Department)*	\$16,351.50	\$3,544,978,477	1.73%
Snohomish County Fire District No. 16 (Lake Roesiger Fire Department)	\$4,053.02	\$878,688,292	0.43%
Snohomish County Fire District No. 17 (Granite Falls Fire)**	\$14,009.24	\$3,037,181,752	1.48%
Snohomish County Fire District No. 19	\$4,102.30	\$889,371,314	0.43%
Snohomish County Fire District No. 21	\$9,322.52	\$2,021,108,550	0.99%
Snohomish County Fire District No. 22	\$6,511.73	\$1,411,733,734	0.69%
Snohomish County Fire District No. 24 (Darrington Fire District)	\$2,755.70	\$597,430,720	0.29%
Snohomish County Fire District No. 25 (Oso Fire Department)	\$1,011.75	\$219,345,574	0.11%
Snohomish County Fire District No. 26 (Sky Valley Fire)	\$4,838.72	\$1,049,027,070	0.51%
Snohomish County Fire District No. 27	\$643.51	\$139,512,124	0.07%
Marysville Fire Department	\$79,316.46	\$17,195,681,450	8.40%
Mukilteo Fire Department	\$34,179.24	\$7,410,005,099	3.62%
North County Regional Fire Authority	\$49,269.04	\$10,681,449,341	5.22%
South Snohomish County Fire & Rescue Regional Fire Authority***	\$347,427.53	\$75,321,736,105	36.82%
Paine Field Airport Fire Department*	\$7,460.66	\$1,617,459,803	0.79%
ASSESSMENT TOTAL	\$943,708.21		

* In accordance with Section 6.1.2 of the Agreement, because Tulalip Bay Fire Department and Paine Field Airport Fire Department have at least 25% of its jurisdiction (by acreage) is not regularly assessed, their assessed value for the propose of this Agreement is calculated based on their number of credentialed employees and of fire and EMS calls.

** Snohomish County Fire District No. 23 merged into Snohomish County Fire District No. 17 effective January 1, 2023.

*** In accordance with Section 6.1.1 of the Member Agency Interlocal Agreement, the City of Edmonds' assessed value is included in the assessed value for South Snohomish County Fire & Rescue Regional Fire Authority.

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

1. DEFINITIONS

(a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) “*Security Incident*” shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(c) All other capitalized terms used in this BAA shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

2. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BAA and a term in HIPAA (as these terms may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties), the interpretation of HHS, such court or regulatory agency shall prevail.

(b) Where provisions of this BAA are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BAA shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BAA, this BAA does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) **Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate shall enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BAA in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they shall incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to Protected Health Information.

(b) **Privacy of Protected Health Information (“PHI”).**

(i) **Permitted Uses and Disclosures of PHI.** Business Associate agrees to create, receive, use, disclose, maintain, or transmit PHI only in a manner that is consistent with this BAA or the HIPAA Requirements and only in connection with

providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, shall be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Reporting Obligations.** Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BAA, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by this Business Associate Agreement.

(iii) **Minimum Necessary Standard and Creation of Limited Data Set.** Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this BAA, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) **Access.** In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate shall make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) **Disclosure Accounting.** Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) **Amendment.** Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) **Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.** If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, shall evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) **Return or Destruction of PHI.** Upon the termination or expiration of the Agreement or this BAA, Business Associate agrees to return the PHI to Covered

Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BAA and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) **Availability of Books and Records.** Business Associate shall make available to HHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this BAA.

(x) **Termination for Breach.**

a. Business Associate agrees that Covered Entity shall have the right to terminate this BAA or seek other remedies if Business Associate violates a material term of this Agreement.

b. Covered Entity agrees that Business Associate shall have the right to terminate this BAA or seek other remedies if Covered Entity violates a material term of this BAA.

(c) **Security Incident and Breach Reporting.**

(i) Business Associate shall Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this BAA, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in this Agreement.

(ii) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in this Agreement.

(iii) Business Associate shall take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI.

(iv) Business Associate shall Permit termination of this BAA if the Covered Entity determines that Business Associate has violated a material term of this BAA with respect to Business Associate's security obligations and Business Associate is unable to cure the violation.

(v) Upon Covered Entity's request, Business Associate shall provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(vi) **Notice Timeline.** Business Associate shall notify Covered Entity as soon as practicable, but in no event later than five (5) business days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this BAA, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(vii) **Notice of Breach.** Business Associate shall notify Covered Entity following discovery and without unreasonable delay but in no event later than five (5) business days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

a. As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

b. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(viii) **Reporting Obligations – Details.**

a. For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than thirty (30) calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that shall:

- i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
- ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- iii. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);

- iv. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or shall take to prevent further non-permitted accesses, uses, or disclosures;
- v. Identify what Business Associate (or Business Associate Subcontractor) did or shall do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- vi. Provide such other information, including a written report, as the Covered Entity may reasonably request.

b. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in this BAA; (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) shall implement to address the security inadequacies.

4. TERMINATION

(a) Covered Entity and Business Associate each shall have the right to terminate this BAA if the other party has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BAA and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(b) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this BAA by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

(a) Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this BAA shall be continuous and survive termination, cancellation, expiration, or other conclusion of this BAA or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this BAA, are those set forth in this BAA and/or the Agreement.

EXHIBIT F

FEDERAL NON-DISCRIMINATION. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Service Provider, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as Service Provider) in interest agrees as follows:

1. Compliance with Regulations. The Service Provider will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Schedule B.
2. Non-discrimination: The Service Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Service Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Service Provider for work to be performed under a subcontract, each potential subcontractor will be notified by the Service Provider of the Service Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports. The Service Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Service Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Service Provider will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of a Service Provider's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Service Provider under the contract until the Service Provider complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Service Provider will include the provisions of paragraphs one through six in every subcontract, if any. The Service Provider will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Service Provider becomes involved in, or is threatened with litigation by a subcontractor, the Service Provider may request the County to enter into any litigation to protect the interests of the County. In addition, the Service Provider may request the United States to enter into the litigation to protect the interests of the United States.

Acts and Regulations

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Service Provider, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT G

Member Agency Contact Information

Everett Fire Department	2801 Oakes Ave Everett WA 98201
Snohomish County Fire District No. 4	1525 Avenue D, Snohomish WA 98290
Snohomish County Fire District No. 5	32905 Cascade View Drive Sultan, WA 98294
Snohomish Regional Fire & Rescue	163 Village Court Monroe, WA 98272
Snohomish County Fire District No. 15 (Tulalip Bay Fire Department)	7812 Waterworks Road Tulalip, WA 98271
Snohomish County Fire District No. 16 (Lake Roesiger Fire Department)	1205 S Lake Roesiger Road Snohomish, WA 98290
Snohomish County Fire District No. 17 (Granite Falls Fire)	PO Box 1049 Granite Falls, WA 98252
Snohomish County Fire District No. 19	2720 212th St NW Stanwood, WA 98292
Snohomish County Fire District No. 21	12131 228th St NE, Arlington, WA 98223
Snohomish County Fire District No. 22	8424 99th Ave NE Arlington, WA 98223
Snohomish County Fire District No. 24 (Darrington Fire District)	1115 Seeman Street P.O. Box 1238 Darrington, WA 98241
Snohomish County Fire District No. 25 (Oso Fire Department)	21824 SR 530 N.E. Arlington WA 98223
Snohomish County Fire District No. 26 (Sky Valley Fire)	501 Lewis Ave Gold Bar WA 98251

Snohomish County Fire District No. 27	P.O. Box 1846 Everett, WA 98206
Marysville Fire Department	1635 Grove Street Marysville, WA 98270
Mukilteo Fire Department	10400 47th Place W Mukilteo, WA 98275
North County Regional Fire Authority	8117 267th Street NW Stanwood, WA 98292
South Snohomish County Fire & Rescue Regional Fire Authority	12425 Meridian Avenue South Everett, WA 98208
Paine Field Airport Fire Department	10630 36th Place West Everett, WA 98204

MEMORANDUM

TO: SCOTT DORSEY
EXECUTIVE DIRECTOR

DATE: NOVEMBER 26, 2024

FROM: MATT T. PAXTON *MTP*

**RE: SECOND UPDATED EXECUTIVE SUMMARY OF
MEMBER AGENCY INTERLOCAL AGREEMENT FOR A NEW SNOHOMISH
COUNTY EMS AGENCY**

A draft Interlocal Agreement (“ILA”) had been distributed to EMS agencies in Snohomish County. Under the ILA, the Snohomish County EMS Agency (“SCEMSA”) would be created as an independent, nonprofit corporation.

SCEMSA would provide support services to the Medical Program Director, including as it relates to development and promotion of new protocols, greater coordination between delegate physicians, EMS related training and evaluations, quality assurance / quality improvement, EMS certifications, and controlled substances. SCEMSA would also provide support to Member Agencies, Snohomish County 911, and the local EMS and trauma care council, including promoting consistent and integrated use of technology.

SCEMSA would have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

Governance

SCEMSA would be governed by a Board of Directors, composed of seven (7) positions open to Member Agencies for three (3) year terms, as follows:

- **Position 1:** South Snohomish County Fire & Rescue Regional Fire Authority
- **Position 2:** Snohomish County Fire District No. 4 and Snohomish Regional Fire and Rescue
- **Position 3:** Marysville Fire District RFA and North County Regional Fire Authority
- **Position 4:** Everett Fire Department and Mukilteo Fire Department
- **Position 5:** Snohomish County Fire District No. 15 (Tulalip Bay Fire Department); Snohomish County Fire District No. 19; Snohomish County Fire District No. 21; Snohomish County Fire District No. 24 (Darrington Fire District); Snohomish County Fire District No. 25 (Oso Fire Department); Snohomish County Fire District No. 27; and Paine Field Airport Fire Department
- **Position 6:** Snohomish County Fire District No. 5; Snohomish County Fire District No. 16 (Lake Roesiger Fire Department); Snohomish County Fire District No. 17 (Granite Falls Fire); Snohomish County Fire District No. 22 (Getchell Fire Department); and Snohomish County Fire District No. 26 (Sky Valley Fire)

- **Position 7:** Elected Official of any of the Member Agencies

For Positions 1 – 6, the Director would be the fire chief or executive chiefs that report directly to the fire chief as appointed from among Member Agencies eligible for appointment to that position. The initial terms would end in 2028 for Positions 1, 3 and 7, in 2027 for Positions 2 and 5, and in 2026 for Positions 4 and 6.

Within thirty (30) days of the Effective Date and, thereafter, in April of each year in which the regular term for a Position ends, SCEMSA would provide notice to the Member Agencies. Designated representatives from each Member Agency eligible for appointment would meet together and select a Director to represent them on the Board of Directors for the next term, subject to certain requirements (such as):

- Representatives to the caucus would need to be designated by the Member Agency they represent. Designated representatives would need to be qualified to serve as a Director.
- Each Member Agency within a caucus would have an equal vote in selecting each Director.
- Each caucus would submit a written statement to SCEMSA, signed by not less than half of the caucus' representatives participating in the caucus, confirming the individuals to whom the Positions are to be allocated for the next term.
- A representative of a Member Agency that is more than one (1) year delinquent in payment owed to SCEMSA would not be able to be a Director until all delinquent payments together with accrued interest have been paid.

If Member Agencies are unable to reach consensus on a Director for their respective Position, then, for Positions representing two Member Agencies, the Member Agencies would alternate terms of serving as the Board Member. A Technical Advisory Committee (approved by the Board) would advise and support the Board and the Executive Director.

A supermajority vote of the Board of Directors would be required to amend the Bylaws, terminate the ILA, terminate the service contract with the MPD, admit new Member Agencies and take certain other actions. A supermajority vote would require two-thirds (2/3) of all Directors of the Board of Directors and, if more than one (1) Member Agency, the group agencies in support must make up at least sixty percent (60%) of the total Assessed Value. As a result, no Member Agency would be able to act alone to prevent a supermajority vote.

Term / Withdrawal

The ILA would go into effect the first day of the month after signed by (i) Member Agencies that together make up no less than ninety percent (90%) of the total Assessment in 2025 and (ii) at least one (1) Member Agency represented in Positions 1 – 6 on the Board of Directors in the Bylaws for SCEMSA and (iii) the EMS Agency and the Snohomish County EMS and Trauma Care Council. Member Agencies must sign the Agreement within thirty (30) days of the Effective Date.

The initial term would end December 31, 2027, but the ILA would continue until it is terminated. The ILA can be terminated by a supermajority vote of the Board or it will terminate automatically if only three (3) agencies remain. During the initial term, a Member Agency would withdraw if the Assessment Rate exceeds \$0.0075 of Assessed Value (Per \$1,000) and that Member

Agency objected to the Assessment Rate by October 31 of the year prior (effective at the end of that year). For context the Assessment Rate in the recommended 2025 budget is \$00.0046126 of Assessed Value (per \$1,000). After the initial term, Member Agencies would be able to withdraw for any reason by providing at least one (1) year’s notice (e.g. giving notice on December 31, 2026, of the Member Agency’s intention to withdraw on December 31, 2027).

Funding

SCEMSA would be funded based on the Assessed Value of each Member Agency.¹ The initial proposed budget for SCEMSA and the first-year Assessments are listed on **Exhibit C** and **Exhibit D** of the ILA; provided, however, that if the Effective Date is after January 1, 2025, the Assessments for 2025 shall be prorated. After 2025, funding of SCEMSA would be based on the following formula:

$$\frac{\text{Approved Assessment}}{\text{Assessed Value}^2 \text{ (Per \$1,000) of All Member Agencies}} = \text{Assessment Rate}$$

$$\text{Assessment Rate} \times \text{Assessed Value (Per \$1,000) of Member Agency} = \text{Assessment Share for that Member Agency}$$

As currently proposed, the Assessment Rate would be **\$0.0046126** of Assessed Value (per \$1,000) for 2025. Thereafter, the Board would distribute a proposed budget by July 1 of each year and proposed information on assessment by August 15 of each year (for the following year).

There would be several cost controls on the increase in Assessment Shares.

- The Approved Assessment would not be able to exceed (or be less than) the prior Approved Assessment by three percent (3%) without a supermajority vote of the Board.
- The Assessment Rate would not be able to exceed \$0.0075 of Assessed Value (per \$1,000) without the prior written approval of at least two-thirds (2/3) of the agencies³ and, if more than one (1) Member Agency, then the group agencies in support must make up at least sixty percent (60%) of the total Assessed Value.

¹ There are a few situations in which the Assessed Value would be adjusted for the purpose of this ILA. For example, the Assessed Value of agencies that contract for service (e.g. Edmonds) would be included in the Assessed Value of provider (e.g. South County Fire). In addition, for agencies with a significant property that is not regularly assessed (e.g. Tulalip Bay Fire / Paine Field Fire Department), the Assessed Value would be set based on the number of EMS providers and call volume.

² The Assessed Value would be based on the tax year that gets collected in the year before the Assessment is due. For example, the Assessed Value for Assessments due in 2027 would be established by August 1, 2026, based on the Assessed Value for the tax year 2025 (collected in 2026).

³ An Assessment Rate is “deemed approved” by a Member Agency that fails to object within seventy-five (75) days of receiving notice.

- A Member Agency would be able to withdraw if the Assessment Rate exceeded \$0.0075 of Assessed Value (per \$1,000) over its objection.

Employment

The Joint Task Force anticipates that the Board of Directors would hire an Executive Director to run the operations of SCEMSA. The Executive Director would be able to hire staff (currently, the recommended budget includes 3.1 FTEs in 2025).

SCEMSA would have the ability to hire its own employees. However, the Joint Task Force anticipates that SCEMSA will hire “joint employees” with a Host Agency. The Host Agency would handle the employee payroll, but both the Host Agency and SCEMSA would enjoy the protections from liability if that employee were injured in the course of their employment (e.g. a worker’s compensation claim). There would be potential liability for SCEMSA arising out of the joint employees (e.g. discrimination, harassment, termination in violation of public policy). As a result, SCEMSA would purchase Employment Practice Liability insurance to cover that risk.

For the most part, SCEMSA would act as the employer of the joint employees. SCEMSA would have control over the hiring of its joint employees and could terminate an employee’s relationship with SCEMSA (in which case, SCEMSA would stop paying the Host Agency for that employee’s compensation). In addition, the employees would take direction from and be supervised by SCEMSA. All documents, financial records, computer files, photographs, and other materials produced by the employees would be the property of SCEMSA.

Host Agency

SCEMSA, if formed, would initially contract with a Host Agency to provide office space and staffing support, as well as being the fiscal agent, through a Service Level Agreement.⁴ For 2025, the current budget anticipates payments to the Host Agency, including

- **\$150,000** – For overhead, including, without limitation, IT, employee recruitment, hiring / onboarding, HR trainings, data analysis, HR / benefits, accounts payable, accounts receivable, financial reporting, fiscal agency, procurement oversight and support, and budget support. This also includes rent of approximately 880 square feet of dedicated office space, plus shared conference rooms, printing rooms, restrooms, training facility, and parking.
- **\$375,800** – For the total cost of compensation for SCEMSA’s employees.

The details of the Service Level Agreement are subject to negotiation. However, we anticipate that some or all these costs may be reconciled at least quarterly to fully compensate the Host Agency for the additional cost of supporting SCEMSA.

Trauma Care Council

The existing Snohomish County EMS and Trauma Care Council would continue to exist as an independent counsel, which would continue to facilitate discussions between hospital and pre-

⁴ The Joint Task Force has been in discussions with Snohomish County 911 to serve as the initial Host Agency. However, the ILA and the Service Level Agreement would allow for changes in the Host Agency over time.

hospital providers.⁵ However, SCEMS, as we know it, would have a greatly diminished role (e.g. limited tasks set forth in RCW 70.168.120). The existing SCEMS's reserves and funding would transfer to SCEMSA and it would rely on SCEMSA for future support.

Matt

MTP

Disclaimer: This Memorandum is intended to summarize the general terms of the Member Agency Interlocal Agreement in its current draft form. SCEMS and Member Agencies should consult with the ILA, and its exhibits, for specifics. In addition, this Memorandum is not intended to provide legal advice. SCEMS and Member Agencies – including those represented by CSD Law – should consult with their attorney for individualized advice.

⁵ The existing SCEMS may decide to dissolve as a nonprofit, while continuing to operate as an independent council.



CITY OF EVERETT
Fire Department

To: Snohomish County Fire Chiefs
 From: Dave DeMarco
 Date: November 26, 2024
RE: EMS Joint Task Force Updates and Legislative Copy of ILA

Colleagues,

Updates

Attached in this packet is the final **legislative** copy of the interlocal agreement allowing the creation of a new EMS agency in Snohomish County, which includes all legal comments received. The proposed agency name is updated to **Snohomish County Emergency Medical Services Agency (SCEMSA.)** This final document is intended for your governing body review, deliberation, and approval.

The executive summary has been updated with additional details to reflect the final changes resulting from agency legal reviews. The FAQ and governance slide deck are unchanged but included in today’s packet.

What’s Next?

Some agencies have requested a copy of a draft SLA agreement with SNO911 before they plan to present this ILA to their governance, some have not. If you are comfortable presenting the ILA now, please go ahead and do so. If your agency prefers to wait for the draft SLA, it has been delayed but is in development. A draft is expected to be presented to the SNO911 board on December 19, and will be distributed to the fire agencies immediately thereafter.

Implementation Timeline:

October 24, 2024	<ul style="list-style-type: none"> Final draft ILA distributed to Fire Chiefs for agency legal review. 	✓
November 15, 2024	<ul style="list-style-type: none"> Agency legal review comments/edits due back to JTF. 	✓
December 1, 2024	<ul style="list-style-type: none"> Final JTF packets distributed to all agencies, includes: <ul style="list-style-type: none"> ○ Legislative ILA ○ ILA executive summary ○ ILA FAQs ○ Slide deck for governance presentations 	✓
December, 2024	<ul style="list-style-type: none"> Distribute SNO911 ILA update (to allow SNO911 to enter an SLA) Draft SNO911 Service Level Agreement (SLA) to house and support the new agency. Existing SCEMS invoices agencies for Q1 2025 at legacy rates. 	

	<ul style="list-style-type: none"> • Agencies submit new EMS agency ILA to their legislative bodies for consideration and authority to sign. • Agencies submit SNO911 ILA update (allowing an SLA) to their legislative bodies for consideration and authority to sign. • Signatures begin. 	
January, 2025	<ul style="list-style-type: none"> • Agency deliberations, signatures continue until standup threshold is met. 	
February, 2025	<ul style="list-style-type: none"> • New agency standup, and incorporation. 	
March, 2025	<ul style="list-style-type: none"> • Initial board meeting to establish caucuses for 2025 board appointments. • Initial new agency board meeting. • New board completes SNO911 SLA negotiation and agreement. 	
Summer 2025	<ul style="list-style-type: none"> • Dissolution of existing SCEMS 	

Some agencies have requested assistance in presenting this proposal to their boards. The JTF is happy to assist, please reach out to me directly if you would like to schedule members of the JTF at a board meeting.

Thank you for your help in moving this effort forward,

Dave DeMarco
 Chair, SNO911/SCFCA/SCEMS EMS Joint Task Force
ddemarco@everettwa.gov
 425-314-3202 cell (text preferred)

New EMS Agency FAQs

I was under the impression that the consortium was to hire it's own employees, and purchase HR services through the SLA. The proposed budget does not clearly define this arrangement.

The Consortium has the authority to hire its own employees. However, the current plan is for the Consortium to hire “joint employees” through Snohomish County 911. This arrangement will be defined in a Service Level Agreement (“SLA”), which is still being negotiated. Eventually, the Board of the Consortium will decide the best arrangement for its staff.

If the ED is an employee of Sno911 on loan, why do we need employment insurance?

The ED would be an employee of both Sno911 and the consortium. The Parties should ensure that the Consortium maintain employment practice insurance to mitigate the risk of an employee claim.

Regarding position 7, there is no mention in the executive summary or the draft ILA about how position 7 is selected beyond sending notice to all the member agencies and having a vote. Who at the member agency does the JTF think should be able to vote for position 7? Are my fire commissioners expected to cast votes or is this vested with the Fire Chief? I don't believe that the fire chiefs should be electing fire commissioner recommendation, but it's not outlined in any documents.

The process for selecting Position 7 is detailed in Article 3, Section 1(c) of the Bylaws. The elected officials for each Member Agency will designate one representative, who gets one (1) vote. The person designated could vary depending on the Member Agency’s preference.

For the initial Directors under Article IX of the Articles of Incorporation, how will these be selected if we do not know who has signed onto the ILA?

This is the initial board at the first board meeting. These Directors will be replaced when they adopt the Bylaws, which will trigger the process for selecting Directors among Positions 1 – 7. The initial board could be composed of seven (7) members of the Joint Task Force.

In Paragraph 8 of the Member Agency ILA, should it be Max or min or just one without a max/min qualifier. Not sure what this is saying.

Each Member Agency shall be eligible for appointment to a minimum of one (1) position. Currently, each Member Agency is represented by one (1) position (plus the Position 7). As drafted, if the Bylaws were amended in the future, a Member Agency may have more than one position, but each Member Agency must have at least some representation.

For the rules of order in Articles 16 of the Bylaws, is there any consideration of using rules for small boards?

That’s a policy decision. I am not familiar enough with the difference between these rules to provide an opinion.

The TAC needs to be just what it is, a group of EMS professionals that exist to provide field-level feedback to the MPD developed protocols and programs, as well as relay any field level needs or emerging trends to the MPD for consideration for action. I look at there ability to recommend changes directly to agencies and providers as a subversion of the statutory

authority vested with the MPD under WAC 246-976-920. If the MPD needs more people to provide those services outlined in the proposal, they should be employees of the consortium. The Consortium (including the TAC) would have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

We support, but the MPD is also a contract employee. Should the contracting part also be called out? I think somewhere it needs to be clear we have a contract that pays the MPD directly to provide the Board a Service.

Not in our opinion. The MPD contract speaks for itself. It may change and is an issue for the board of the Consortium, not necessarily the Member Agencies.

I would like the Joint Task Force (JTF) to consider funding delegate physicians directly through the EMS office. This would ensure accountability under the county MPD's direction and streamline the financial process for all agencies in the county.

The JTF has prepared a template for a delegate physician agreement. The Consortium could explore the possible consolidation of delegate physicians, but that is not currently part of the plan and would be a policy decision for a future Board.

Consider a fair funding formula that requires private, for-profit ambulance services to significantly contribute to the EMS office funding.

The JTF expects that the Consortium will explore funding from Boeing Fire Department and private ambulance companies. That would be a policy decision for a future Board.

In Paragraph 23 of the Member Agency ILA, would this tie the hands of section 4.1, 8, 17 of the above

No. While this is intended to be a living document (within the terms provided herein), it cannot be Amended without agreement of all Parties. This section should be left as-is because it provides Member Agencies with assurance that the terms of the Agreement itself will not change.

In the Member Agency ILA, Member Agency is defined as “Party” but then member agency seems to be mostly used. Shouldn’t it either be defined as part then part used or not?

The Agreement should distinguish between the Member Agencies and Parties. The Member Agencies are all Parties to the Agreement, but so is the “Consortium.”

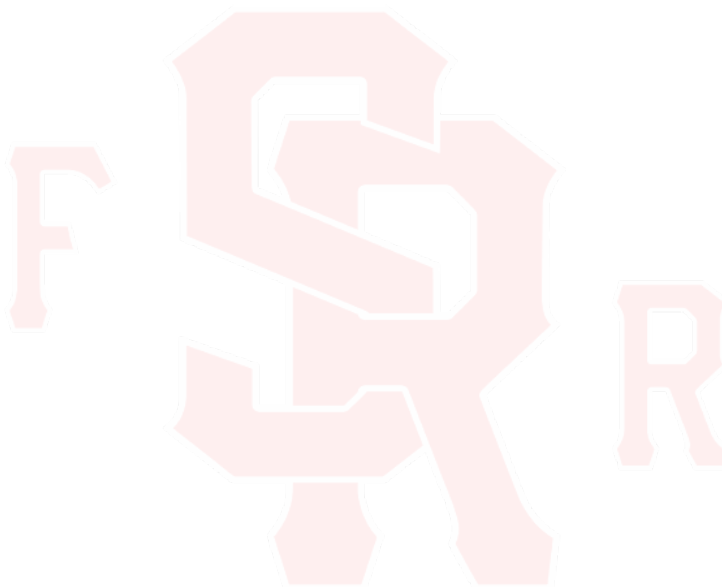
In various places, (ILA/articles of incorporation/by laws) the TCC is referred to as “Snohomish County EMS and Trauma Care Council” This is a lot like SCEMS and TCC. If our new organization is going to be SCEMS or Snohomish County EMS, we should not have that same name in a distinctly different agency, especially in our ILA and by-laws. I think the SCEMS needs to be in one or the Other. If we take SCEMS, we could reference the TCC as “Snohomish TCC/EMS.” If our new name does not end up like SCEMS, this is a moot point. We could call this new thing the “EMS Consortium of Snohomish County.” Then the “consortium” in the ILA and by-laws works.

The legal name of the current entity is “Emergency Medical Services Counsel of Snohomish County.” It is and will remain the “local emergency medical services and trauma care council” for the purpose of RCW 70.168.120. The Secretary of State will reject a name that is too similar. As a result, depending on the name, there may be few additional steps to transfer the name or set up a DBA.



OLD BUSINESS

ACTION



Budget Amendment #3

GENERAL FUND:					
REVENUE CHANGES:					
REVENUE ITEMS:	reasons	new revenue amt.	original budgeted	\$ change	
GEMT	actual amount	\$ 5,898,920	\$ 6,897,321	\$ (998,401)	
				\$ (998,401)	
EXPENDITURE CHANGES:					
EXPENDITURE ITEMS:	reasons	new expenditure amt.	original budgeted	\$ change	
Training:					
Tuition	see RAB	\$ 114,000	\$ 84,000	\$ 30,000	
				\$ 30,000	
Net increase (decrease) in fund balance				\$ (1,028,401)	
RETIREMENT RESERVE FUND:					
EXPENDITURE ITEMS:	reasons	new expenditure amt.	current budgeted	\$ change	
Non-Departmental (Retirees):					
Leave Buy-Out	Non-scheduled retirements	\$ 389,721	\$ 343,721	\$ 46,000	
				\$ 46,000	
Net increase (decrease) in fund balance				\$ (46,000)	
CONSTRUCTION FUND:					
REVENUE ITEMS:	reasons	new revenue amt.	original budgeted	\$ change	
Sale of Property	training property sold	\$ 3,500,000	-	\$ 3,500,000	
EXPENDITURE ITEMS:	reasons	new expenditure amt.	original budgeted	\$ change	
Logistics:					
Oaks St. property purchase	property purchase	\$ 1,150,000	-	\$ 1,150,000	
Closing costs for sale of property	training property sold	\$ 149,722	-	\$ 149,722	
Closing costs for purchase of Oaks St, property	Oaks St. Property purchase	\$ 2,293	-	\$ 2,293	
				\$ 1,302,015	
Net increase (decrease) in fund balance				\$ 2,197,985	

DATE: 12/11/2024

Motion to approve budget amendment #3 as presented above :

Troy Elmore, Chairman

Rick Edwards

Randy Fay

Paul Gagnon

Jeff Schaub

Jim Steinruck

Roy Waugh

attest to: Secretary to the Board



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	2024- Braun Medic Unit Purchase																												
Executive member responsible for guiding the initiative:	DC Rasmussen																												
Type of Action:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution																											
Initiative Description:	<p>This RAB is for the purchase of the three new EMS units that were originally budgeted for in 2022. Due to supply chain issues and delays at Braun this purchase was moved to 2024.</p> <p>In 2023 we reserved three Ford F-450 4x4 Chassis due to availability issues that will be used for the three new units.</p> <p>The EMS Spec Committee has spent the last year working with Braun Northwest on the Specs for the three new EMS Units. A big thank you to the Committee.</p>																												
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 																													
Financial Impact:	Expense: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ 1,071,748.53 Long-term annual amount(s): \$																												
	<table border="1"> <tr> <td>Unit Price per unit/ SRFR Spec</td> <td>\$303,665.00</td> </tr> <tr> <td>HGAC Discount</td> <td><\$1500.00></td> </tr> <tr> <td>Multi Vehicle Discount</td> <td><\$1500.00></td> </tr> <tr> <td>Sub Total per unit:</td> <td>\$300,665.00</td> </tr> <tr> <td>Sub Total x 3 Units</td> <td>\$901,995.00</td> </tr> <tr> <td>HGAC Fee</td> <td>\$1000.00</td> </tr> <tr> <td>Total for 3-Units</td> <td>\$902,995.00</td> </tr> <tr> <td>Chassis Discount</td> <td><\$12,000.00></td> </tr> <tr> <td>Sub Total 3 Units with Chassis Discount</td> <td>\$890,995.00</td> </tr> <tr> <td>Sales tax 9.4%</td> <td>83,753.53</td> </tr> <tr> <td>Do not Exceed amount of 10%</td> <td>97,000.00</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total: 3- Braun NW F-450 4x4 EMS Units</td> <td>\$1,071,748.53</td> </tr> </table>			Unit Price per unit/ SRFR Spec	\$303,665.00	HGAC Discount	<\$1500.00>	Multi Vehicle Discount	<\$1500.00>	Sub Total per unit:	\$300,665.00	Sub Total x 3 Units	\$901,995.00	HGAC Fee	\$1000.00	Total for 3-Units	\$902,995.00	Chassis Discount	<\$12,000.00>	Sub Total 3 Units with Chassis Discount	\$890,995.00	Sales tax 9.4%	83,753.53	Do not Exceed amount of 10%	97,000.00			Total: 3- Braun NW F-450 4x4 EMS Units	\$1,071,748.53
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	<p>Currently Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ 840,000.00 (2022)</p> <p>There is an increase in estimated cost from our quote for budgeting purposes of \$231,748.53 due to inflation and the Do Not Exceed change order amount of 10 %.</p> <p>Chassis costs of \$170,985.00 plus tax will be paid upfront to get the Chassis Discount of \$4,000.00 per unit. The remaining costs will be paid when units are complete and SRFR takes delivery. Tentatively 2026.</p> <p>Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$</p> <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended:
<p>Risk Assessment:</p>	<p>Risk if approved: None</p> <p>Risk if not approved: Further delay in purchasing much needed EMS Units.</p>
<p>Legal Review:</p>	<p><input checked="" type="checkbox"/> Initiative conforms with District policy/procedure number (attach):</p> <p><input type="checkbox"/> Initiatives that require legal review (contracts, other initiatives):</p> <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <p><input type="checkbox"/> N/A</p>
<p>Presented to, and Approved by, Senior Staff</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Commissioner Sub-Committee Approval</p>	<p>Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>N/A: <input type="checkbox"/></p>
<p>For Fire Chief Approval:</p>	<p><input type="checkbox"/> RAB document complete</p> <p><input type="checkbox"/> Supporting documentation attached</p> <p><input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (<i>boardpacket@srfr.org</i>)</p>

Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution

Fire Chief will coordinate with Senior Staff for RAB introduction

RAB Executive: Confirmed email sent to Board by Fire Chief

Yes No

Board of Fire Commissioners

RAB initiatives go through the following process:

1. Senior Staff approval to move forward to a committee/board
2. Initiatives are introduced to the appropriate committee for review
3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item
 - The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)
4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:

It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

September 25, 2024

Snohomish Regional Fire & Rescue
Attn: Ron Rasmussen
 163 Village Court
 Monroe, WA 98272
ron.rasmussen@srfr.org

RE: Three (3) 2025 North Star 167-1 Ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

Three (3) 2025 North Star 167-1 Ambulances on “signed for but not paid for” 2024 Ford F-450 4x4 Ambulance Prep gas chassis per enclosed specifications dated 9/23/2024 and drawings dated 6/26/2024.

Base price HGAC AM23CA07.....	\$235,296.00
Published/Customization options taken	\$ 68,369.00
HGAC Buy discount	<\$ 1,500.00>
Multi Vehicle discount	<\$ 1,500.00>
Subtotal for one (1) vehicle	<u>\$300,665.00</u>
Subtotal for three (3) vehicles	\$ 901,995.00
HGAC Fee	\$ 1,000.00
Total for three (3) vehicles F.O.B. Chehalis, WA	<u>\$902,995.00*</u>

Sales tax not included

F.O.B.: Chehalis, Washington

Delivery: Approximately 530 – 580 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Above pricing includes a chassis flooring fee. You will be notified as soon as the chassis arrives at Braun Northwest. If chassis is paid in full within 30-days of arrival a credit will be issued (See Options Page). (Note: This bid is contingent on use of customer’s Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount. Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.*

Respectfully Submitted by:
 Braun Northwest, Inc.

We agree to accept the above proposal:
 Snohomish Regional Fire & Rescue

 Tami McCallum, V.P. of Sales

 Signature Date

Date: 9/26/24

 Printed Name Title



TM
 cc JJ
 Enclosures: Option page, specifications, drawings.

**OPTIONS
FOR
*Snohomish Regional Fire & Rescue
Monroe, Washington***

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

- 1. Pay for chassis in full within 30-days of receipt of chassis at Braun Northwest.
DEDUCT PER UNIT <\$4,000.00>
Do you want this option? Yes No _____ initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

(Signature)

(Date)

(Printed Name)

(Title)



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name: 2025-5-Spartan Pumper Purchase and 1- LT 110’ NXT Aerial Quint Apparatus

Executive member responsible for guiding the initiative: DC Rasmussen

Type of Action: Motion Resolution

Initiative Description:

- **Brief Description**
- **Goal of Initiative**
- **Initiative Results (deliverables)**
- **Connection to Strategic Plan**
- **Supporting Documentation (attach)**
 - **Scope of work**
 - **Contract(s)**
 - **Project proposal(s)**
 - **Presentation(s)**
- **If Financial: Reason RAB must be approved outside of the annual budget process**

This RAB is for the purchase of 5-Spartan Pumpers and 1-NXT Aerial Quint Apparatus per the Districts Capital Apparatus replacement plan. This purchase will Standardize and replace aging first out apparatus throughout the district.

The 5 Spartan Pumpers and 1-NXT 110’ Aerial Quint will match the current specs of the 5 Pumpers we just received and the Aerial that we will receive in September of 2025.

We saw a significant price increase from our last purchase of 5 Pumpers and 1-Aerial Quint. The increase was due to the market increase in the cost of aluminum and steel \$\$\$.

The price includes a multi-unit discount of \$56,333.00 per unit and 100% pre-payment discount of \$114,027.00 per pumper and \$204,407.00 Per Aerial Unit.
Total Applied Discount of \$1,056,207.00

Financial Impact:

Expense: Increase Decrease N/A
 Revenue: Increase Decrease N/A

Total amount of initiative (attach amount breakdown if applicable): \$
 Initial amount: **\$ 9,050,459.36**
 Long-term annual amount(s):

5-Spartan Pumpers & 1- 110’ Aerial Quint with 100% pre-Payment Discount	\$7,521,444.00
Tax @ 9.4%	\$707,015.36
Do not Exceed amount of 10%	\$822,000.00
Total:	\$9,050,459.36

❖ Pre-Payment would need to be paid in February of 2025

Currently Budgeted: Yes No Amount: \$ \$7,521,440.00

There is an increase in estimated cost of \$ 1,529,015.36 to cover sales tax due at delivery in 2027 and the Do Not Exceed change order amount of 10%.

Budget Amendment Needed: Yes No Amount: \$

- If yes: Fund(s)/line item(s) to be amended:

Risk Assessment:

Risk if approved: None

Risk if not approved: Further delay in purchasing could result in an increase in cost due to inflation and increased maintenance costs of our aging fleet.

If purchase is delayed there could be an increase in cost due to upcoming engine change from the X12 to the new X10 which is about \$55,000 per engine.

Legal Review:

Initiative conforms with District policy/procedure number (attach):

Initiatives that require legal review (contracts, other initiatives):

- Contracts
- Has been reviewed and approved by legal
- Includes all costs
- Includes term
- Includes 'do not exceed' language

N/A

Presented to, and Approved by, Senior Staff

Yes No

Commissioner Sub-Committee Approval

Initiative presented to commissioner sub-committee: Yes No

Approved by commissioner sub-committee: Yes No

N/A:

For Fire Chief Approval:

RAB document complete

Supporting documentation attached

Information sent to Fire Chief, Senior Staff, and Board Support (*boardpacket@sfr.org*)

Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution

Fire Chief will coordinate with Senior Staff for RAB introduction

RAB Executive: Confirmed email sent to Board by Fire Chief

Yes No

Board of Fire Commissioners

RAB initiatives go through the following process:

1. Senior Staff approval to move forward to a committee/board
2. Initiatives are introduced to the appropriate committee for review
3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item
 - The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)
4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:

It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



7445 Lowland Dr., Burnaby, British Columbia V5J 5A8 – Office: (604) 430-4274 Fax: (604) 439-7926
3150 SE Century Blvd, Suite 100, Hillsboro, Oregon 97123 – Office: (800) 780-4951 Fax: (503) 848-0848
3707B 124th Street NE, Suite 5B, Marysville, Washington 98271 – Office: (360) 653-7844 Fax: (360) 653-7922

CONTRACT

THIS CONTRACT (purchase agreement) is made by and between True North Emergency Equipment hereinafter referred to as “Seller” and **SNOHOMISH REGIONAL FIRE & RESCUE** hereinafter to as “Customer”. This Contract will not become binding upon Seller until it is executed by an officer of Seller, and the effective date of the Contract (“Effective Date”) will be the date that the Seller’s officer executes the Contract. The parties hereby agree as follows:

(1.0) Subject to the terms of this Contract, Seller shall furnish, and Customer shall purchase One (1) New Ladder Tower 110’ NXT Aerial Apparatus featuring new 2026 Spartan Gladiator MFD Flat Roof Cab & Chassis & Equipment (“Apparatus and Equipment”) described and in accordance in all material respects with the proposal (“Proposal”). The terms set forth in the Proposal, including without limitation the Original Specifications, are incorporated into, and made a part of, this Contract.

(2.0) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased costs incurred by Seller because of required changes in or additions to such DOT, EPA or NFPA standards during the duration of this contract will be passed along to Customer as an addition to the Purchase Price set forth below.

(3.0) The Apparatus and Equipment shall be ready for delivery from the apparatus manufacturer’s factory within 875 days after the Effective Date of this agreement and customer approved Preconstruction Change Order A. This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory with 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above-mentioned delivery timeframe. Any delays in this date created by “Customer” requested modifications to the proposal specifications, including additional dealer up-fitting/modifications, requested change order approvals, requested Customer inspection timelines, or other required information for the Apparatus and Equipment, as may result from a delay caused by Customer may result in an extension of the above referenced delivery timeline by the amount of time Seller requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer’s delay, but in any event by at least the duration of Customer’s delay.

(4.0) A competent service representative in the full time employ of the Seller shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer’s employees the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5.0) In exchange for the Apparatus and Equipment, Customer agrees to pay Seller the sum of One Million, Eight Hundred, Sixty Thousand, One Hundred, Forty-Four Dollars (\$1,860,144.00) (Purchase Price). **NOTE: This amount includes a 100% performance bond as stipulated in proposal specifications.**

(5.1) *Purchase Price does NOT include any applicable tax and/or licensing fees. These will be invoiced and are to be paid by the purchaser at the time of delivery. Our standard payment terms and conditions are requested as follows: We are requesting that 100 percent (100%) of the contract value be paid within 90 days of the contract signing.

(5.2) Purchase Price listed includes a 100% prepayment discount of (-\$204,407.00) for a 100% prepayment of \$1,860,144.00 due within 90 days of contract signing.

(5.3) Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item.

(5.4) In the event the Apparatus and Equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$350.00) per day.

(6.0) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at the location of the Customer, completion of any discrepancy list, and shipment of Apparatus and Equipment from the Seller's factory location to the location of the Customer. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Seller will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Seller has received full payment of the Purchase Price.

(7.0) Seller shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, non-delivery, recall or other breach by Seller, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Seller shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8.0) Customer shall indemnify Seller against, and hold Seller, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from the Seller's breach of its obligations under this Contract.

(9.0) Seller warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications.

The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Apparatus and Equipment. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Seller, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Apparatus and Equipment shall not constitute a waiver or cancellation of the implied warranties.

If, during the first year of the warranty, the Apparatus and Equipment or any component, unit, or subsystem is repaired, rebuilt, or replaced pursuant to this Agreement, such warranty work, component, unit, or subsystem shall have the remaining unexpired warranty of the Apparatus and Equipment, or a warranty of six (6) months, whichever period is longer.

Seller shall provide all paperwork relating to warranty coverage of the Apparatus and Equipment or their components to Customer upon delivery of the Apparatus and Equipment. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to the Customer shall control.

The warranty periods set forth in this Agreement shall not begin to run until the Apparatus and Equipment is placed in-service by Customer. Customer will promptly notify Seller of the date the Apparatus and Equipment is placed in service and the mileage of the Apparatus and Equipment when it is placed in-service. This must be accomplished within 45-60 days after acceptance. Periods beyond that date will require approval by the OEM or component manufacturer. The Customer shall be responsible for notifying Seller of the mileage at the time the Equipment is placed in service and shall provide signed copies of all warranty and necessary acceptance documents.

In the event a component manufacturer requires that the Customer register its purchase to make effective a component manufacturer's warranty, Seller shall take all steps necessary to assist Customer to register such purchases or components with the component manufacturer, however; outside the base two (2) year warranty, the Customer shall be responsible to assure all warranty registrations are completed and submitted.

(10.0) Seller shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling

failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11.0) The Apparatus and Equipment shall remain the property of Seller until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Seller may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Seller takes possession.

(12.0) This Contract will only be binding on Seller after it is signed and approved by an officer of Seller. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties.

(12.1) The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13.0) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14.0) This Contract shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option, be brought in a court of record of the State of Washington in Snohomish County (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

(15.0) Rejection.

- 15.1.** Customer reserves the right to inspect the Apparatus and Equipment for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming warrantable defect. Customer will notify Seller of the rejection within seventy-two hours of the discovery of the non-conforming warrantable defect. Customer will also provide Seller with a written description of the reason(s) for rejection. Customer will hold the Apparatus and Equipment in its possession with reasonable care at Seller's disposition for a time sufficient to permit Seller to facilitate repairs at Customer's location or if required, a Seller service facility. If Seller gives no instructions within a reasonable time after notification of the rejection, Customer will store the Apparatus and Equipment at Seller's expense and such expense shall become a security interest in favor of Customer. The parties understand that in the case of rejection, Customer is required to store the Apparatus and Equipment in an enclosed area.

(16.0) Cure.

- 16.1.** If Customer has rejected the Apparatus and Equipment for a warrantable defect or non-conformity, or the Apparatus and Equipment has or develops a warrantable defect after acceptance of the Apparatus and Equipment, Seller shall have sixty (60) days to cure the defect; provided, Seller provides Customer written notice of Seller’s intent to cure the defect and assures Customer that it is capable of curing such defect. Customer shall notify Seller in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the warrantable defect shall be at the sole expense of Seller and its component OEM’s “as stated in OEM / Spartan warranty documents”, and Seller shall cover costs of such cure as outlined in OEM and component warranty documents submitted. In the event the cure requires that the Apparatus and Equipment to be transported beyond the limits of the State of Washington, Seller may, at Seller’s discretion, provide transportation or transportation costs, in addition to covering all costs of such cure. This will be applicable to the first year of the warranty period only.
- 16.2.** Unless otherwise agreed to in a separate writing signed by the parties, Seller shall have reasonable opportunity to cure each defect for which it has been placed on notice or which Seller discovers. Any agreement to cure defects of the Apparatus and Equipment shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.
- 16.3.** If, at any time, Seller discovers a defect, Seller shall, within thirty (30) days of discovery, notify Customer of such defects in writing and shall cure such defect, if Seller so chooses, pursuant to this section.

(17.0) Termination.

- 17.1.** This Agreement may be terminated in whole or in part:
 - A. If Seller fails to deliver a conforming Apparatus and Equipment as specified in this Agreement, or after sixty (60) days for a cure of any warrantable defect or non-conformity that is not being addressed per terms of agreement, Customer may notify Seller of the termination, the reasons thereof, and the effective date. Delays in receipt of apparatus or cure of warrantable defect or non-conformity caused by conditions beyond the control of the Seller, such as Covid-19 or other Pandemic challenges, Global Labor and Materials shortages or other such conditions that are beyond control of the Seller or suppliers shall not be cause for rejection, provided all reasonable efforts to resolve such issues are made and documentation substantiating these causes are provided to Customer by Seller.
 - B. By the mutual written agreement of Customer and Seller, the Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.
- 17.2.** After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

True North Emergency Equipment
3707B 124th NE Suite 5B
Marysville, Washington 98271

Snohomish Regional Fire & Rescue
163 Village Court
Monroe, Washington 98272

By: _____
True North Emergency Equipment
Officer Signature

By: _____
Customer Signature

 Print Name

 Print Name

Its: _____

Its: _____

 Date

 Date



TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he/she is _____
 (Title of Officer)

of _____ and that he/she is authorized
 (Name of Municipality/Business)

to execute this certificate and that the article or articles specified in the accompanying contract,
 are purchased from True North Emergency Equipment, for the exclusive use of:

 (Name of Municipality/Business)

It is understood that the exemption from tax in the case of sales or articles under this exemption certificate is limited to the sale of articles purchased for their exclusive use. It is also understood that the fraudulent use of this certificate to secure exemption may subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

The above named business respectfully certifies that all tangible property purchased from True North Emergency Equipment, Hillsboro, Oregon is exempt from Sales or Use Tax for reason(s) checked below:

- () Resale as tangible personal property
 () Non-profit or Charitable Unit
 (XXXX) Governmental Unit or Instrumentality
 () Other (explain fully):

State Tax Exempt No. is _____.

Federal Tax Identification No. is _____.

Name of Organization: _____

Address _____

Signature: _____ Title: _____

November 4, 2024

Fire Chief & Honorable Board of Commissioners
Snohomish Regional Fire & Rescue
163 Village Court
Monroe, Washington 98272

Respected Ladies and Gentlemen;

Please see the pre-payment schedule listed below for your Five (5) New Spartan Star Series Pumpers Apparatus & One (1) New LTC 110' NXT Aerial Apparatus & Equipment:

***Note all Prepayment Options below include a 100% Performance Bond**

- **OPTION #1- 100% Contract Prepayment – Due @ Contract signing:**
Pre-pay Amount = **\$7,521,444.00** **Resulting Discount = \$774,542.00**
- **OPTION #2- 80% Contract Prepayment – Due @ Contract signing:**
Pre-pay Amount = **\$6,636,789.00** **Resulting Discount = \$612,626.00**
- **OPTION #3- 50% Contract Prepayment – Due @ Contract signing:**
Pre-pay Amount = **\$4,147,993.00** **Resulting Discount = \$375,274.00**

PROPOSAL PRICE BASED UPON NO PREPAYMENT **\$8,295,986.00** (With Performance Bond Included) Performance Bond Cost = \$43,796.00

Again, we would like to thank your agency for considering our proposal, and we look forward to working with you on this important project. Feel free to contact myself or Josh Larson, Inside Sales Support Coordinator, if you have any questions regarding our proposal.

Respectfully Submitted,

Steve Brewer
Territory Manager
True North Equipment Inc.
REV4 11.4.2024

November 20, 2024

Fire Chief & Honorable Board of Commissioners
Snohomish Regional Fire Rescue
163 Village Court
Monroe, Washington 98272

Respected Ladies & Gentlemen:

True North Emergency Equipment, in partnership with and on behalf of Spartan ER (Emergency Response) & LTC (Ladder Tower) is pleased to submit this proposal for **five (5) or more Spartan "Star Series" Pumper Apparatus & Equipment, featuring a 2026 Spartan Gladiator LFD 10"RR 4x2 cab and chassis. And one (1) or more LT 110' NXT Aerial Quint Apparatus & Equipment featuring a 2026 Spartan Gladiator MFD Flat Roof 6x4 cab and chassis.**

"PROPOSAL PRICING BELOW-SPECS PER ATTACHED DOCUMENTS"

- **Five (5) Spartan "Star Series" Pumpers & Equipment & One (1) LTC 110' NXT Aerial Quint & Equipment; \$7,521,444.00** Pricing is with 100% Prepayment**

Pumpers are \$1,132,260.00 per unit and Aerial is \$1,860,144.00 per unit including multi unit discount and 100% Prepayment Discount

Pricing includes a multi-unit discount of (-\$56,333.00) per unit, a 100% prepayment discount of (-\$114,027.00) per (pumper) unit and (-\$204,407.00) per (aerial) unit. Total discounts of (-\$1,112,540.00) as long as all units are purchased at the same time.

****The above proposed costs are valid until December 23rd, 2024.** Due to continued market instability and pricing increases from all component suppliers, we are unable to quote a fixed price for a period beyond this time. **True North requires the signed contract returned by December 18th, 2024 in order to complete the order submission process prior to the expiration of December 23rd, 2024.**

Note: Due to extreme market conditions, pricing may be adjusted via a production surcharge during the term of the purchase agreement. Any change or increase would be based upon the following conditions: 1) Adjusted rate of inflation on a quarterly basis. 2) Manufacturing CPI-W & PPI, as well as component supplier surcharges and market conditions that occur during the construction cycle that are beyond the control of the manufacturer or dealer. 3) This could also be caused by a mandatory change in any local, state, or Federal requirement. Purchaser will be advised of any surcharge in advance and any surcharge will be fully documented prior to implementation.

- **Applicable Tax and Licensing Fees are not included and will be invoiced at the time of delivery, per the current rate at your legal address.**
- **Three (3) Factory Inspection Trip costs are included for four (4) FD Representatives to travel to the Spartan Pumper factory and One (1) final inspection for four (4) FD Representatives to travel to the LTC Aerial factory, including airfare, ground transportation, lodging, and meals. If trips are not used, you may deduct \$2,000.00 per person, per trip, from our proposal pricing.**
- **A 100% Performance Bond is included in the proposal price. If a Performance Bond is not required, you may deduct (\$43,796.00) from the proposal price.**
- **Proposal costs listed include delivery of the completed unit to your agency.**
- **Proposal based upon using Sourcewell (formerly NJPA) Cooperative Purchasing Program.**
- **Proposal includes True North provided and installed steamer caps, discharge terminations, installation of FD supplied radio equipment, additional 12V electrical & Turtle Tile matting.**
- **Aerial Engine Option – Deduct (-\$65,388.00) for 2024 Emissions engine depending on availability.**

This agreement may remain open for up to five (5) years, based upon the CPI-W, PPI and any local, state or federal requirement changes or continued extreme market conditions.

Interlocal Cooperative Purchasing: Our proposal is available for additional purchases through Interlocal Cooperative Agreement purchasing dependent upon State laws. This is applicable in Washington and Oregon per Interlocal Statutes. This agreement is available for up to five (5) years after the bid date.

Our standard payment terms and conditions are requested as follows: We are requesting that ninety-five percent (95%) of the contract value be paid at the time of delivery, with the remaining balance due upon final acceptance of the apparatus.

The apparatus and equipment as proposed shall be ready for delivery within **825 calendar days for the pumpers and 875 calendar days for the aerial** after receipt of approved purchase order and signed agreement. Note: This does not include additional time for dealer up-fitting and may be affected by customer requested change orders.

We sincerely appreciate the opportunity to work with your agency. Should we be chosen to supply your new Apparatus, we look forward to delivering a quality product, per the terms & conditions described below and the attached proposal documents and specifications.

SPARTAN EMERGENCY RESPONSE VEHICLES

Spartan Motors, Inc. (SMI) got its start in 1975 outside of Lansing, Michigan, when a small group of automotive engineers who lost their jobs due to a bankruptcy decided to draw on their collective expertise and launch their own company. Their formula was simple: build a high-quality custom product for a specific consumer market, sell it at a fair price and provide great service. The team designed, built, and delivered its first custom fire truck cab and chassis a few months later – and Spartan Chassis was born.

In the 1990s, Spartan Motors broadened the depth of its product offerings by acquiring some of its long-time emergency-vehicle chassis customers: Luverne Fire Apparatus & Quality Manufacturing. In 2003, Spartan consolidated Luverne and Quality under the Crimson Fire brand in order to leverage and strengthen its engineering, design and manufacturing expertise in the fire apparatus market.

Spartan also acquired Smeal Fire Apparatus, Snyder, NE in a major industry acquisition, which included Ladder Tower Corporation (*LTC*), Tele-Squirt, US Tanker & others. In 2012, Spartan became a “Sole Source Provider”, now known as Spartan ER, offering a complete Spartan Fire Engine, **including our Industry Leading standard two (2) year “bumper to tailboard” warranty.**

In February of 2020, Spartan Emergency Response became part of the REV Group, adding further depth and breadth to its position in the industry.

With manufacturing operations in four (4) states, Spartan Emergency Response (Spartan ER) designs and manufactures custom fire apparatus and emergency vehicles for cities and municipalities across North & South America and the Globe.

TRUE NORTH EMERGENCY EQUIPMENT INC.

True North Emergency Equipment (A Division of Vimar Equipment Ltd.) has been in business selling and servicing municipal equipment for over 30 years. **True North** offers complete line of Fire Apparatus and Emergency Vehicles, from Mini Pumpers to Aerial Ladders. True North is proud to partner with the highest quality manufacturers in the Emergency Response Industry, including the following World Class manufacturers: Spartan Emergency Response, SVI Trucks, EVI, Iturri Apparatus, Ward Apparatus, Braun, Demers, Crestline and Road Rescue Ambulances.

WE ARE COMMITTED TO YOU AND YOUR COMMUNITY –YOUR PARTNER IN FIRE PROTECTION

Spartan ER and True North Emergency Equipment are committed to you and your community, with hundreds of satisfied customers throughout North America. We strongly support the Fire Service in our region through our support of the following organizations; British Columbia, Washington, Oregon and Alaska State Fire Chiefs Associations; Washington, Oregon and Alaska State Fire Commissioners/Directors Associations; Washington and Oregon State Fire Mechanics Associations, Washington, Oregon and Alaska State Fire Training Associations; We also support number of other local Fire & EMS based organizations in their efforts to promote fire & life safety and training throughout our territory.

SINGLE SOURCE WARRANTY PROVIDER

True North Emergency Equipment is committed to being your “single source warranty provider”. Our motto is “**one call does it all**”.

What this means is that you need only call our service team (regardless of chassis, body or other component warranty) and in most cases, we’ll take care of the rest. While we, like all others, are not a warranty center for certain components of your apparatus, we will assist in coordinating all warranty work during the first year of the warranty period.

- Cummins Engine warranty service can be provided by any authorized Cummins service center.
- Allison Transmission warranty service can be provided by any authorized Allison service center.

The Spartan apparatus proposed carries standard listed warranties below:

- **Standard Two (2) year basic warranty.**
- **Standard Ten (10) year body structural warranty.**
- **Standard Ten (10) year stainless steel plumbing warranty.**
- **Standard Ten (10) year body paint/finish warranty.**
- **Standard Lifetime Vibra-torque body and pump module mount warranty.**
- **Standard Lifetime Booster Tank warranty.**

Additional warranties are provided by their respective manufacturer with all warranties being administered with the assistance of **True North Emergency Equipment**. Copies of all standard warranties are included in our proposal, and all warranties provided by any accessory manufacturer will be provided to the purchaser at the time of completion and delivery.

TRUE NORTH EMERGENCY EQ. SERVICE & VALUE-ADDED BENEFITS

True North Emergency Equipment is committed to service & parts support; therefore, we offer pickup and return of your apparatus to and from your department during the first year of the warranty period, in the event we are unable to perform warranty service “On Site”, leaving your most valuable resource, your people, in your area to serve your customers. Complete parts and service are available through our full-service apparatus repair/refurbishment facilities.

We can also offer mobile service at your location on an “on call” basis and will also contract with your in-house service center (if so equipped) to facilitate the quickest repairs possible. Our service locations are as follows.

- **Hillsboro Oregon Sales & Service Facility:** 3150 SE Century Blvd., Suite 100, Hillsboro, OR. 97123 -503.848.3276
- **Marysville Washington Sales & Service Facility:** 3707B 124th Street NE, Suite 5B, Marysville, WA. 98271 -360.653.7844
- **Sumner Washington Sales & Service Facility:** 4200 150th Ave Ct E, Sumner, WA. 98390 -253.863.1301
- **Meridian Idaho Service Facility:** 3795 E. Monarch Sky Lane, Suite 240, Meridian, ID. 83642
- **Burnaby, BC Sales & Service Facility:** 7445 Lowland Drive, Burnaby, BC, V5J 5A8

True North service support is delivered by skilled technicians. We ensure that our customers have access to knowledgeable staff who know the products we sell & service inside out and are qualified to offer the best advice and support possible.

In effort to provide the best service possible, True North is committed to stocking a wide variety of parts that are common on our apparatus, and all parts proposed shall be available for a minimum of 20 years from the time of delivery, subject to conditions beyond our control.

Again, we would like to thank your agency for considering our proposal, and we look forward to working with you on this important project. Feel free to contact myself (Cell 541-510-4777) or Josh Larson, Inside Sales Support Coordinator, (Cell 970-673-2698) if you have any questions regarding our proposal.

Respectfully Submitted,

Steve Brewer
Territory Manager
True North Equipment Inc.
REV4 Amended 11.20.2024



7445 Lowland Dr., Burnaby, British Columbia V5J 5A8 – Office: (604) 430-4274 Fax: (604) 439-7926
3150 SE Century Blvd, Suite 100, Hillsboro, Oregon 97123 – Office: (800) 780-4951 Fax: (503) 848-0848
3707B 124th Street NE, Suite 5B, Marysville, Washington 98271 – Office: (360) 653-7844 Fax: (360) 653-7922

CONTRACT

THIS CONTRACT (purchase agreement) is made by and between True North Emergency Equipment hereinafter referred to as “Seller” and **SNOHOMISH REGIONAL FIRE & RESCUE** hereinafter to as “Customer”. This Contract will not become binding upon Seller until it is executed by an officer of Seller, and the effective date of the Contract (“Effective Date”) will be the date that the Seller’s officer executes the Contract. The parties hereby agree as follows:

(1.0) Subject to the terms of this Contract, Seller shall furnish, and Customer shall purchase **Five (5) Spartan “Star Series” Pumpers & Equipment featuring new 2026 Spartan Gladiator Cab & Chassis** (“Apparatus and Equipment”) described and in accordance in all material respects with the proposal (“Proposal”). The terms set forth in the Proposal, including without limitation the Original Specifications, are incorporated into, and made a part of, this Contract.

(2.0) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased costs incurred by Seller because of required changes in or additions to such DOT, EPA or NFPA standards during the duration of this contract will be passed along to Customer as an addition to the Purchase Price set forth below.

(3.0) The Apparatus and Equipment shall be ready for delivery from the apparatus manufacturer’s factory within **825 days** after the Effective Date of this agreement and customer approved Preconstruction Change Order A. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory with 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above-mentioned delivery timeframe.** Any delays in this date created by “Customer” requested modifications to the proposal specifications, including additional dealer up-fitting/modifications, requested change order approvals, requested Customer inspection timelines, or other required information for the Apparatus and Equipment, as may result from a delay caused by Customer may result in an extension of the above referenced delivery timeline by the amount of time Seller requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer’s delay, but in any event by at least the duration of Customer’s delay.

(4.0) A competent service representative in the full time employ of the Seller shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer’s employees the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5.0) In exchange for the Apparatus and Equipment, Customer agrees to pay Seller the sum of **“Five Million, Six Hundred, Sixty-One Thousand, Three Hundred Dollars & No Cents” (\$5,661,300.00) Purchase Price. NOTE: This amount includes a 100% performance bond as stipulated in proposal specifications.**

(5.1) * Purchase Price does NOT include any applicable tax and/or licensing fees. These will be invoiced and are to be paid by the purchaser at the time of delivery. Our standard payment terms and conditions are requested as follows: We are requesting that 100 percent (100%) of the contract value be paid within 90 days of the contract signing.

(5.2) Purchase Price listed includes a chassis prepayment discount of (-\$570,135.00) for a chassis prepayment of \$5,661,300.00 due within 90 days of contract signing.

(5.3) Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item.

(5.4) In the event the Apparatus and Equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$350.00) per day.

(6.0) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at the location of the Customer, completion of any discrepancy list, and shipment of Apparatus and Equipment from the Seller's factory location to the location of the Customer. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Seller will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Seller has received full payment of the Purchase Price.

(7.0) Seller shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, non-delivery, recall or other breach by Seller, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Seller shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8.0) Customer shall indemnify Seller against, and hold Seller, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from the Seller's breach of its obligations under this Contract.

(9.0) Seller warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications.

The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Apparatus and Equipment. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Seller, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Apparatus and Equipment shall not constitute a waiver or cancellation of the implied warranties.

If, during the first year of the warranty, the Apparatus and Equipment or any component, unit, or subsystem is repaired, rebuilt, or replaced pursuant to this Agreement, such warranty work, component, unit, or subsystem shall have the remaining unexpired warranty of the Apparatus and Equipment, or a warranty of six (6) months, whichever period is longer.

Seller shall provide all paperwork relating to warranty coverage of the Apparatus and Equipment or their components to Customer upon delivery of the Apparatus and Equipment. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to the Customer shall control.

The warranty periods set forth in this Agreement shall not begin to run until the Apparatus and Equipment is placed in-service by Customer. Customer will promptly notify Seller of the date the Apparatus and Equipment is placed in service and the mileage of the Apparatus and Equipment when it is placed in-service. This must be accomplished within 45-60 days after acceptance. Periods beyond that date will require approval by the OEM or component manufacturer. The Customer shall be responsible for notifying Seller of the mileage at the time the Equipment is placed in service and shall provide signed copies of all warranty and necessary acceptance documents.

In the event a component manufacturer requires that the Customer register its purchase to make effective a component manufacturer's warranty, Seller shall take all steps necessary to assist Customer to register such purchases or components with the component manufacturer, however; outside the base two (2) year warranty, the Customer shall be responsible to assure all warranty registrations are completed and submitted.

(10.0) Seller shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11.0) The Apparatus and Equipment shall remain the property of Seller until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Seller may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Seller takes possession.

(12.0) This Contract will only be binding on Seller after it is signed and approved by an officer of Seller. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties.

(12.1) The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13.0) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14.0) This Contract shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option, be brought in a court of record of the State of Washington in Snohomish County (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

(15.0) Rejection.

- 15.1.** Customer reserves the right to inspect the Apparatus and Equipment for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming warrantable defect. Customer will notify Seller of the rejection within seventy-two hours of the discovery of the non-conforming warrantable defect. Customer will also provide Seller with a written description of the reason(s) for rejection. Customer will hold the Apparatus and Equipment in its possession with reasonable care at Seller's disposition for a time sufficient to permit Seller to facilitate repairs at Customer's location or if required, a Seller service facility. If Seller gives no instructions within a reasonable time after notification of the rejection, Customer will store the Apparatus and Equipment at Seller's expense and such expense shall become a security interest in favor of Customer. The parties understand that in the case of rejection, Customer is required to store the Apparatus and Equipment in an enclosed area.

(16.0) Cure.

- 16.1.** If Customer has rejected the Apparatus and Equipment for a warrantable defect or non-conformity, or the Apparatus and Equipment has or develops a warrantable defect after acceptance of the Apparatus and Equipment, Seller shall have sixty (60) days to cure the defect; provided, Seller provides Customer written notice of Seller’s intent to cure the defect and assures Customer that it is capable of curing such defect. Customer shall notify Seller in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the warrantable defect shall be at the sole expense of Seller and its component OEM’s “as stated in OEM / Spartan warranty documents”, and Seller shall cover costs of such cure as outlined in OEM and component warranty documents submitted. In the event the cure requires that the Apparatus and Equipment to be transported beyond the limits of the State of Washington, Seller may, at Seller’s discretion, provide transportation or transportation costs, in addition to covering all costs of such cure. This will be applicable to the first year of the warranty period only.
- 16.2.** Unless otherwise agreed to in a separate writing signed by the parties, Seller shall have reasonable opportunity to cure each defect for which it has been placed on notice or which Seller discovers. Any agreement to cure defects of the Apparatus and Equipment shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.
- 16.3.** If, at any time, Seller discovers a defect, Seller shall, within thirty (30) days of discovery, notify Customer of such defects in writing and shall cure such defect, if Seller so chooses, pursuant to this section.

(17.0) Termination.

- 17.1.** This Agreement may be terminated in whole or in part:
 - A. If Seller fails to deliver a conforming Apparatus and Equipment as specified in this Agreement, or after sixty (60) days for a cure of any warrantable defect or non-conformity that is not being addressed per terms of agreement, Customer may notify Seller of the termination, the reasons thereof, and the effective date. Delays in receipt of apparatus or cure of warrantable defect or non-conformity caused by conditions beyond the control of the Seller, such as Covid-19 or other Pandemic challenges, Global Labor and Materials shortages or other such conditions that are beyond control of the Seller or suppliers shall not be cause for rejection, provided all reasonable efforts to resolve such issues are made and documentation substantiating these causes are provided to Customer by Seller.
 - B. By the mutual written agreement of Customer and Seller, the Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.
- 17.2.** After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

True North Emergency Equipment
3707B 124th NE Suite 5B
Marysville, Washington 98271

Snohomish Regional Fire & Rescue
163 Village Court
Monroe, Washington 98272

By: _____
True North Emergency Equipment
Officer Signature

By: _____
Customer Signature

 Print Name

 Print Name

Its: _____

Its: _____

 Date

 Date



TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he/she is _____

(Title of Officer)

of _____ and that he/she is authorized

(Name of Municipality/Business)

to execute this certificate and that the article or articles specified in the accompanying contract, are purchased from True North Emergency Equipment, for the exclusive use of:

_____.

(Name of Municipality/Business)

It is understood that the exemption from tax in the case of sales or articles under this exemption certificate is limited to the sale of articles purchased for their exclusive use. It is also understood that the fraudulent use of this certificate to secure exemption may subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

The above named business respectfully certifies that all tangible property purchased from True North Emergency Equipment, Hillsboro, Oregon is exempt from Sales or Use Tax for reason(s) checked below:

- () Resale as tangible personal property
- () Non-profit or Charitable Unit
- (XXXX) Governmental Unit or Instrumentality
- () Other (explain fully):

State Tax Exempt No. is _____.

Federal Tax Identification No. is _____.

Name of Organization: _____

Address _____

Signature: _____ Title: _____



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name: Draft Policy Approval #POL-2411	
Executive member responsible for guiding the initiative: DC McConnell	
Type of Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution
Initiative Description: <ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 	<p>The agency is working through adoption of updated policies developed in the Lexipol format. The policy approval process includes division head review, staff policy committee review, labor review, senior staff review, commission policy committee review, and final board adoption. This is an ongoing process requiring monthly review and approval.</p> <p>Draft Policy:</p> <ul style="list-style-type: none"> • 313 Swiftwater Rescue and Flood Search and Rescue Responses • 314 Confined Space Rescue Response • 316 Trench Rescues • 321 Scene Preservation • 801 Public Records Disclosure Policy • 802 Subpoenas • 913 Ground Ladders • 1003 Position Descriptions • 1006 Fire Officer Development • 1007 Educational Incentives • 1100 Facility Security • 1103 Flag Display
Financial Impact:	Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ Long-term annual amount(s): \$ Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ • If yes: Fund(s)/line item(s) to be amended:
Risk Assessment:	Risk if approved: N/A

Risk if not approved: Increased liability due to outdated policies that do not match current agency practices or meet organizational needs.

Legal Review:

- Initiative conforms with District policy/procedure number (attach):
- Initiatives that require legal review (contracts, other initiatives):
 - Contracts
 - Has been reviewed and approved by legal
 - Includes all costs
 - Includes term
 - Includes 'do not exceed' language
- N/A

Presented to, and Approved by, Senior Staff

Yes No

Commissioner Sub-Committee Approval

Initiative presented to commissioner sub-committee: Yes No
 Approved by commissioner sub-committee: Yes No
 N/A:

For Fire Chief Approval:

- RAB document complete
 - Supporting documentation attached
 - Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber)
- Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution*
- Fire Chief will coordinate with Senior Staff for RAB introduction*

RAB Executive: Confirmed email sent to Board by Fire Chief

Yes No

Board of Fire Commissioners

- RAB initiatives go through the following process:
1. Senior Staff approval to move forward to a committee/board
 2. Initiatives are introduced to the appropriate committee for review
 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item
 - The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)
 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.
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Swiftwater Rescue and Flood Search and Rescue Responses

313.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish guidance for operating at a swiftwater or flood search and rescue incident.

313.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to utilize the Incident Command System (ICS) for managing swiftwater or flood search and rescue incidents.

313.3 GUIDELINES

Best Practice MODIFIED

Upon notification of a potential water rescue incident, district members and Snohomish County 911 personnel are authorized to order and should dispatch or request the appropriate specialized water rescue resources immediately. Ordering of resources should not be delayed pending the verification of a water rescue situation or the confirmation that a victim has been seen or located.

Rescuers conducting search and rescue operations around flood waters, and particularly around swiftly moving water, are confronted with a unique set of challenges and face risks not encountered in other types of rescue operations. Due to their unpredictable nature, SRFRC considers all flood water responses as swiftwater responses and responding members must meet the training requirements for swiftwater. Operating in a swiftwater environment requires specialized knowledge, training and equipment to ensure the safety of both rescuers and victims. Tools, equipment and procedures routinely used in other types of rescue situations may not be appropriate when confronting a swiftwater rescue and may even exacerbate the situation and increase risks to the safety of rescue personnel.

District members should apply the following guidelines when responding to swiftwater or flood search and rescue incidents:

- (a) Members should not wear structural firefighting personal protective equipment (PPE) (e.g., turnouts, bunker gear, bunker boots) or wildland fire PPE when responding to, or participating in, a swiftwater or flood search and rescue incident.
- (b) Only properly trained members currently certified for in-water rescues should approach or enter any body of water, whether still or moving, and only when sufficient equipment and trained personnel are available to safely conduct the operation.
- (c) Non-certified, not currently certified, non-equipped or under-equipped members may utilize ropes, throw-bag ropes, rescue rings, floatation devices or other appropriate equipment to attempt water rescues, as long as the attempt does not require the member to enter the water in any way.

Swiftwater Rescue and Flood Search and Rescue Responses

- (d) District members should use extreme caution when parking or positioning fire apparatus alongside swiftly moving water and should remain vigilant for any signs of erosion or changing conditions that could threaten apparatus or personnel at the incident.

Confined Space Rescue Response

314.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance on various confined space entries pursuant to Washington regulations.

314.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include:

Confined space - A space that is all of the following ([WAC 296-305-01005](#)):

- Is large enough and arranged so a member can bodily enter and perform assigned work.
- Has limited or restricted means for entry or exit (e.g., tanks, vessels, silos, storage bins, hoppers, vaults, pits).
- Is not designed for continuous employee occupancy.

Confined space entry - Entry occurs when any part of an entrant's body breaks the plane of an opening into a confined space, whether or not that action is intentional, or any work activities are actually performed in the space ([WAC 296-809-099](#)).

Confined space entry permit - A document that is provided by the District to allow and control entry into a permit-required confined space and that contains the information required in [WAC 296-809-50004](#).

314.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to establish confined space incident response guidelines in compliance with applicable regulations and safety standards, and required training and equipment to reasonably ensure members' safety while they are performing confined space rescues.

314.3 REQUIREMENTS

State MODIFIED

The Fire Chief shall determine the operational level or levels of participation for members of the District. The Fire Chief or the authorized designee shall ensure compliance with the following requirements while members are operating at confined space rescue incidents ([WAC 296-305-05113\(3\)](#)):

- (a) All members operating at confined space incidents shall be trained and qualified to correspond to the operational level they are assigned at the incident, including continuing education required to remain current and an annual program evaluation ([WAC 296-305-05103](#); [WAC 296-305-05111](#)).

Confined Space Rescue Response

- (b) All members shall be trained and qualified in the care, use, inspection, maintenance, and limitations of equipment and personal protective equipment (PPE) specific to the incident ([WAC 296-305-05109](#); [WAC 296-305-05111](#)).
- (c) Written procedures shall be in place outlining the operational level of the District at confined space incidents and the type of rescue operations the District plans to perform ([WAC 296-305-05105](#)).
- (d) Written incident response plans shall be in place for confined space incidents, including the use of multi-agency teams and specific resource requirements ([WAC 296-305-05107](#)).
- (e) An evacuation procedure and accountability system shall be in place, including the assignment of an incident safety officer with the knowledge and responsibility to identify, evaluate, and correct hazardous conditions or unsafe practices ([WAC 296-305-05111](#)).

Before making entry into a permit-required confined space, members of the District shall meet the requirements provided in [WAC 296-809-100](#) et seq. and [WAC 296-305-05113](#).

314.4 PROCEDURES

State **MODIFIED**

District members should be trained to identify and measure atmospheric hazards within confined spaces. Reasonably practicable attempts at self-rescue or nonentry rescue should be made prior to any entry rescue operation.

District members shall adhere to applicable National Fire Protection Association ([WAC 296-305-05113](#)NFPA) safety standards when performing a confined space rescue ([WAC 296-305-05113](#)(3)).

Any time there is questionable action or lack of movement by the worker inside the confined space, a verbal check should be made. If there is no response, district rescue personnel should conduct a survivability profile and a risk analysis, based on the information documented on the entry permit.

Trench Rescues

316.1 PURPOSE AND SCOPE

State **MODIFIED**

Trench rescue operations involve a complex system of shoring, digging and special resources, and can be a critical danger to fire personnel. The purpose of this policy is to minimize member exposure to hazardous conditions during trench rescues through the safe and efficient management of operations ([WAC 296-155-655](#)).

316.1.1 DEFINITIONS

State **MODIFIED**

Definitions related to this policy include ([WAC 296-155-650](#)):

Excavation - Any man-made cut, cavity, trench or depression in the ground, formed by earth removal.

Trench - A narrow (in relation to length) excavation made below the surface of the ground that is generally deeper than it is wide and is not wider than 15 feet.

316.2 POLICY

State **MODIFIED**

It is the policy of Snohomish Regional Fire & Rescue to adopt and maintain a written response program with standardized procedures and relevant training to minimize the exposure to hazardous conditions to rescue personnel during trench or excavation rescues ([WAC 296-305-05113](#)).

316.3 RESPONSIBILITIES

State **MODIFIED**

The Fire Chief shall determine the operational level or levels of participation for members of the District. The Fire Chief or the authorized designee shall ensure compliance with the following requirements while members are operating at trench rescue incidents:

- (a) All members operating at trench rescue incidents shall be trained and qualified to correspond to the operational level they are assigned at the incident, including continuing education required to remain current and an annual program evaluation ([WAC 296-305-05103](#)).
- (b) All members shall be trained and qualified in the care, use, inspection, maintenance and limitations of equipment and personal protective equipment (PPE) specific to the incident ([WAC 296-305-05109](#)).
- (c) Written procedures shall be in place outlining the operational level of the District at trench rescue incidents and the type of rescue operations the District plans to perform ([WAC 296-305-05105](#)).
- (d) Written incident response plans shall be in place for trench rescue, including the use of multi-agency teams and specific resource requirements ([WAC 296-305-05107](#)).

Trench Rescues

- (e) An evacuation procedure and accountability system shall be in place, including the assignment of an incident safety officer with the knowledge and responsibility to identify, evaluate and correct hazardous conditions or unsafe practices ([WAC 296-305-05111](#)).

Scene Preservation

321.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide district members with guidance on performing emergency mitigation tasks when working in and around scenes where evidence may be present. Members of the District are often confronted with opposing priorities when performing duties at scenes containing potential evidence. They must balance the need to provide timely and effective life-saving and property-preserving services while minimizing the disturbance of any items of evidentiary value. In some instances district members must evaluate whether to enter a scene or to initiate mitigation activities.

321.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Evidence - Any item or arrangement of items that may provide relevant information to an investigation.

Scene - Any location where items of evidentiary value may be found. A scene need not be the location where a criminal act occurred, it need only be a location where items of evidentiary value are available for collection or documentation.

321.2 POLICY

Best Practice **MODIFIED**

It is the policy of Snohomish Regional Fire & Rescue to minimize the disturbance of conditions and evidentiary items when providing emergency mitigation services in and around scenes.

321.3 SCENE IDENTIFICATION

Best Practice

District members must be mindful of encountering potential evidence at a scene whenever they respond to calls for service. The potential for evidence at a scene may be identified in a number of ways, including but not limited to:

- (a) The location of any incident that involves a physical assault or results from an act of violence. Such a location should be assumed to be a crime scene. Examples include shooting incidents, stabbing incidents, any incident involving a medical patient injured by the act of another person, suicides, bomb incidents or any act of terrorism.
- (b) Any incident that law enforcement personnel have identified as a crime scene and have notified district members of that determination.
- (c) Any unattended death scene.
- (d) All fire incidents.

Scene Preservation

- (e) Any incident where district members believe or have a reasonable suspicion that a crime has taken place. The type of suspected criminal activity may be severe, as in the case of a robbery or burglary, or less severe, as in the case of vandalism.
- (f) Transportation incidents, including traffic collisions and rail, aircraft, shipping and boating incidents.
- (g) Industrial accidents.

321.4 ENTERING SCENES

Best Practice

When district members determine that a scene containing potential evidence is involved, they should promptly evaluate the need to enter the scene prior to approval of investigators. For the purposes of district members, scenes may be categorized into two distinct types: stable or unstable.

321.4.1 STABLE SCENE

Best Practice

A stable scene exists when there is no apparent immediate or ongoing threat to the safety, health or well-being of district members, the public or property. Examples of stable scenes include incidents where the victim or victims are obviously deceased, incidents involving obviously failed incendiary devices and fire incidents where the fire is clearly extinguished prior to the arrival of district members.

When district members encounter a stable scene and it is apparent that no threat to safety or property exists, they should remain outside the scene until cleared to enter by the appropriate investigator or law enforcement personnel. If there is a confirmed or suspected threat to life or public safety, district members should take whatever actions reasonably appear necessary to stabilize the scene and then withdraw pending approval from investigators or law enforcement personnel to re-enter.

321.4.2 UNSTABLE SCENE

Best Practice

An unstable scene exists whenever there appears to be an ongoing or imminent threat to the health, safety or well-being of district members, the public or property that necessitates immediate mitigation. Examples of unstable scenes include incidents involving injured or entrapped persons, active fire or threat of imminent fire, imminent structural collapse endangering lives, the release or imminent threat of the release of hazardous materials or any incident where immediate mitigation is required to preserve life.

When district members encounter an unstable scene they are authorized to take appropriate corrective action to mitigate the threat.

Public Records Disclosure Policy

801.1 PURPOSE AND SCOPE

State **MODIFIED**

The purpose of the Public Records Act ([RCW 42.56](#)) is to provide the public with full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of government. The District will provide the fullest assistance to requesters through timely and thorough actions in response to public records request.

This policy is being established to provide a method by which District staff will review and respond to requests for public records in accordance with the requirements of the Public Records Act. The information contained in this document is designed to aid both those requesting public records and those responding to records requests.

This policy establishes guidelines for the public to inspect and obtain copies of public records.

Inspection and release of records with protected health information is covered in the Patient Medical Record Security and Privacy Policy.

801.2 POLICY

State **MODIFIED**

Snohomish Regional Fire & Rescue, hereinafter "District" shall provide for inspection and access to identifiable public records as provided in this policy and procedure, unless such records are exempt from disclosure under [RCW 42.56](#) or other law under which disclosure is regulated. District staff, in coordination with the District's Records/Information Governance (IG) Department, shall assist requesters in obtaining public records upon request.

801.2.1 WHAT IS A PUBLIC RECORD

Agency Content

[RCW 40.14.010](#) defines public records as "...any paper, correspondence, completed form, bound record book, photograph, film, sound recording, map, drawing, machine-readable material, compact disc meeting current industry ISO specifications, or other document, regardless of physical form or characteristics, and including such copies thereof, that have been made by or received by any agency of the state of Washington in connection with the transaction of public business..."

[RCW 42.56.010](#) defines a public record as "...any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics..."

The District manages public records in accordance with applicable Washington State Records Retention schedules. Retention periods and disposition methods vary based on the substantive

Public Records Disclosure Policy

content of the record, and certain public records may be properly destroyed or otherwise dispositioned as provided by the applicable schedule. The District will identify and produce nonexempt District records in existence on the date a records request is received. The District is not obligated to create non-existent records; nor will the District hold current records requests open to address records that may be created in the future. If a public record is created or comes into the possession of the District after a public records request is received, it is not responsive to the request and will not be provided. The requester will need to submit a new request in order to obtain later-created or later-received public records.

801.2.2 REFERENCES

Agency Content

Procedure 800: Public Records Act Procedure

801.3 MAKING A PUBLIC RECORDS REQUEST

State MODIFIED

Members of the public are encouraged to utilize the Districts electronic intake form; electronic submittal form is available online at: [Public Records Request](#). While requesters are encouraged to submit requests for records utilizing the District's electronic submittal form (to facilitate the most efficient and accurate processing), it is not a requirement. Any District employee receiving a request, regardless of format (i.e. in person, electronic mail, over the phone, in writing, or fax) should consider the request valid and immediately (same business day) forward the information to the Records Department. Any member of the public, including the media and elected officials, may obtain copies of unrestricted records of this District by submitting a request form prescribed by the district or a written request for each record sought and paying any associated fees, if required ([RCW 42.56.001](#) et seq.).

- (a) All requests for records shall be forwarded to the Snohomish Regional Fire & Rescue Public Records Officer for review and disposition. The request should contain:
1. The name and address of the Requester.
 2. Requester's affiliated company (if applicable)
 3. Requester Type (individual; government office; organization; law office; other)
 4. The date of Request.
 5. Requestor contact information, including name, address, telephone, fax and e-mail.
 6. A clear and specific description of the record being requested, including if possible, dates, subjects, titles or authors of the documents requested.
 7. Requested format: a) receive electronically via e-mail transmittal; b) pick up hard copy in person; c) view on site; d) mail printed copies; e) other (to describe);
 8. The address where copies are to be emailed or mailed if copies are requested; and
 9. Signature of the Requester (or electronic submittal).

Public Records Disclosure Policy

- (b) The processing of requests is subject to the following limitations:
1. The District is not required to create records that do not otherwise exist in order to accommodate a request for information or records.
 2. The Public Records Officer or the authorized designee shall determine if the requested record is available and, if so, whether all or part of the record is exempt from disclosure ([RCW 42.56.520](#)).
 - (a) The requested record, response to the record or denial with a specific explanation for nondisclosure will be provided promptly but no later than five business days from the date of request.
 - (b) If more time is needed to respond to the request, the Public Records Officer shall provide written notice of acknowledgment of the request to the requesting party within five business days, with a reasonable time estimate that is required to respond to the request, and an explanation of the need for additional time.

801.3.1 GUIDELINE FOR RESPONDING TO PUBLIC RECORD REQUESTS

State **MODIFIED**

The District will promptly respond to a public records request in a manner compliant with [RCW 42.56.520](#). Within five business days of receiving a public record request, the district will respond by:

1. Providing the record.
2. Providing the internet address and a link on the district website to the specific records requested.
 1. If the requester notifies the District that he/she cannot access the records online, the District shall provide copies of the record or allow the requester to view the records on a district computer.
3. Acknowledging the receipt of the request and provide a reasonable estimate of time the District will require to respond to the request. Additional time may be required to respond based upon the need to:
 1. Clarify the intent of the request.
 2. Locate and assemble the information requested.
 3. Notify third persons or agencies affected by the request.
 4. Consult with legal counsel regarding aspects of the search and production process.
 5. Determine whether any of the information requested is exempt.
4. Acknowledging the receipt of the request and ask the requester for clarification if the request is not clear and provide the requester a reasonable estimate of the time that will be needed to respond if the request is not clarified. If the requester does not respond, and the entire request is unclear, the District need not respond. If only part

Public Records Disclosure Policy

of the request is unclear, the District shall respond to those portions of the request that are clear.

5. Denying the request,

Should a requester not receive one of the foregoing responses within the five (5) business day period following submittal of the request, the requester is encouraged to contact the Public Records Officer and forward a status inquiry to Records@SRFR.org; to confirm that the request was received.

Order of Process/Multiple Requests: Public records requests are tracked by date-received, and will generally be processed in order received, subject to District determinations regarding efficiency and logical ordering. The District may exercise reasonable discretion to complete production on routine/simple requests ahead of production installments for non-routine/complex requests over time. Multiple requests submitted by the same requester (or agent for the same requester) may be queued and processed consecutively (one after the other) in the order received, on an installment basis as appropriate. The District is not required to work on additional requests from the same requester (or agent for the same requester) until the initial/immediately preceding request is completed and closed.

Upon request, the District shall make available any public record in any electronic format in which the District holds the information or in the format requested if the format has been used by the District to create copies for its own use or for other agencies ([WAC 44-14-050](#)).

801.3.2 DENIALS

State **MODIFIED**

The denial of a request for records is subject to the following:

- (a) The denial shall be accompanied by a written statement that includes the specific exemption and a brief explanation of how the exemption applies to the withheld record ([RCW 42.56.210](#)).
- (b) The District is not required to create records which do not exist.
- (c) Requests that are denied are subject to judicial review and the burden of proof is on the District to show that the records requested are exempt or prohibited in whole or part by statute ([RCW 42.56.550](#)).

801.4 FEES

Agency Content

The District may charge fees to recover the costs associated with duplicating, searching, and handling records for Public Records Requests and for Medical Records Requests.

1. Fees for Public Records Requests:

- (a) The District is authorized to charge appropriate per page and/or electronic copying fees consistent with the rates in effect at that time per [RCW 42.56.120](#) .

Public Records Disclosure Policy

- (b) The Public Records Officer may exercise discretion to waive all or part of the fee if the requestor demonstrates that a waiver is in the public interest.
2. Fees for Medical Records Requests:
- (a) For each request, the District may charge per page fees consistent with the allowable rates in effect at that time per WAC 246-08-400 .
 - (b) In addition, the District may charge a clerical fee for searching and handling records consistent with the allowable rates in effect at that time per WAC 246-08-400
 - (c) The District may waive duplication, searching, and handling fees for requests made by District residents or by employees of the District.

801.5 RELEASE RESTRICTIONS

State **MODIFIED**

Examples of records with release restrictions include:

- (a) Pre-Hospital Care Reports (PCRs) ([45 CFR 164.502](#)) (see the Patient Medical Record Security and Privacy Policy).
- (b) Personnel or similar files that contain personal information to the extent that disclosure would violate privacy rights ([RCW 42.56.230](#); [RCW 42.56.250](#)).
- (c) Records pertaining to pending litigation ([RCW 42.56.290](#)).
- (d) Legal opinions ([RCW 42.56.904](#)).
- (e) Arson investigations ([RCW 42.56.240](#)).
- (f) Test questions, scoring keys, and other examination data used to administer an examination for employment ([RCW 42.56.250](#)).
- (g) Preliminary drafts, notes, recommendations, or intra-agency memoranda in which opinions are expressed or policies formulated or recommended ([RCW 42.56.280](#)).
- (h) Records of complaints to or investigations conducted by the Snohomish Regional Fire & Rescue for law enforcement purposes ([RCW 42.56.240](#)).
- (i) Contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the Snohomish Regional Fire & Rescue relative to the acquisition of property or to prospective public supply and construction contracts, until all of the property has been acquired or all contract agreements executed ([RCW 42.56.260](#)).
- (j) Records where disclosure is exempt or prohibited pursuant to provisions of federal or state law, including but not limited to provisions of the Evidence Code relating to privilege.
- (k) Records that relate to archeological site information ([RCW 42.56.300](#)).
- (l) Records obtained and all reports produced as required by state fireworks law ([RCW 42.56.460](#)).

Public Records Disclosure Policy

- (m) Investigative records compiled by the District regarding possible unfair practices of discrimination under [RCW 49.60.010](#) et seq. or possible violation of other federal, state, or local laws or Snohomish Regional Fire & Rescue internal policies during an active and ongoing investigation ([RCW 42.56.250](#))
 - 1. Records may be released upon completion of the investigation as allowed under [RCW 42.56.250](#).

Subpoenas

802.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish procedures for receiving, processing and responding to summons and subpoenas to appear or to produce records or evidence.

802.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Subpoena - A time sensitive court order requiring a person or entity to appear at a particular time and place to testify as a witness at a deposition, trial or hearing and/or to provide documents, records or evidence in a legal proceeding.

Subpoena duces tecum - A time sensitive court order requiring a person to produce in court specific documents or evidence.

Subpoena/Summons Request (SSR) log - The district log documenting the receipt of each subpoena or summons delivered to the District, and that includes the document's source, the date received and the date of response to a request to produce documents or delivery to a member.

802.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to make reasonable efforts to comply with valid subpoena requests for records or evidence and personal appearances and to cooperate with court processes.

The Fire Chief or his/her designee shall be promptly informed of any subpoena request. The Fire Chief or designee shall determine whether the request should be handled by the Public Records Officer or the authorized designee.

If a subpoena or a request for public records involves a request for a confidential record or relates to pending litigation against the district, the request should be promptly brought to the attention of the District's legal counsel.

802.3 GUIDELINES

Best Practice MODIFIED

All subpoenas should be directed to the Public Records Officer or the authorized designee. The Fire Chief or the authorized designee shall be promptly informed of any subpoena request.

802.3.1 PUBLIC RECORDS OFFICER

Best Practice MODIFIED

Subpoenas

The Public Records Officer and any authorized designees should receive training in proper intake and processing of subpoenas. Members not designated by the Public Records Officer and properly trained are not authorized to accept subpoenas for district records.

If the Public Records Officer determines that a subpoena or a request for public records involves a request for a confidential record or relates to pending litigation against the District, the request should be promptly brought to the attention of the legal counsel for the District.

802.3.2 SUBPOENAS FOR RECORDS

State MODIFIED

Subpoenas for records shall be date-stamped and logged on the subpoena/summons request (SSR) log.

The Public Records Officer will consult with the privacy officer regarding any request for medical records. The Public Records Officer or the authorized designee will only produce the requested records as provided in this policy and the Patient Medical Record Security and Privacy Policy.

A Declaration of Records shall be prepared, signed, copied and attached to the records provided in response to a subpoena ([RCW 10.96.030](#)). The Public Records Officer or the authorized designee shall make reasonable efforts to produce the requested records, or provide a response noting the lack of records, by the date specified in the subpoena.

The District is entitled to recoup any reasonable costs incurred in production of business records in response to a subpoena duces tecum. The Public Records Officer should provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

802.3.3 CIVIL SUBPOENAS FOR DEPOSITION OR NOTICE TO APPEAR

Best Practice MODIFIED

Members who receive a civil subpoena for a disposition or notice to appear shall notify their Battalion Chief of receipt of a subpoena. Members should contact the attorney issuing the subpoena to confirm the date and time of appearance or to confirm an on-call status. The member shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with judicial process. In the event a member will be unavailable to respond to a subpoena, the member shall promptly notify the attorney issuing the subpoena and the member's Battalion Chief.

Members who are deposed will request a copy of the transcript.

802.3.4 ON-CALL SUBPOENAS

Best Practice

Upon receipt of a subpoena and after contacting the issuing attorney, a member may make arrangements with the issuing attorney to be placed in an on-call status.

Subpoenas

The subpoenaed member shall promptly notify his/her supervisor of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation or other follow-up required to coordinate on-call appearance status.

802.3.5 CRIMINAL SUBPOENAS

Best Practice

Upon receipt of a criminal subpoena related to district business, the member shall promptly notify the Battalion Chief of his/her appearance and contact legal counsel if he/she has any questions.

802.3.6 CIVIL SUBPOENAS UNRELATED TO OFFICIAL DISTRICT BUSINESS

Best Practice **MODIFIED**

Members served with or receiving subpoenas for civil matters unrelated to their district duties shall comply with the requirements of the subpoena. Members are not entitled to compensation for any such appearance or deposition and arrangements for time off should be coordinated with their supervisor.

802.3.7 WORKER'S COMPENSATION

Best Practice **MODIFIED**

A copy of any subpoena for a matter related to workers' compensation shall be promptly provided to the Fire Chief.

802.4 RESPONSIBILITIES

Best Practice

802.4.1 MEMBERS

Best Practice **MODIFIED**

Members subpoenaed to appear in court for any District-related reason or who are subpoenaed to produce records or evidence shall: Document the date, time and manner of receipt. Promptly contact the Public Records Officer and provide them with a copy of the subpoena and/or summons and complaint. Make arrangements through the Public Records Officer to obtain any related reports or information. Notify their supervisor of the subpoena. Contact District counsel for the for any necessary guidance.

Employees who are subpoenaed to testify about district-related matters shall receive over-time wages outside normal working hours, their normal wages during working hours, or as recognized in collective bargaining agreements. Any witness fees provided to an on-duty employee shall be promptly transmitted to the District.

Employees subpoenaed to testify about non work-related matters shall be permitted to take time off to testify but are not entitled to receive wages. Employees shall be entitled to use vacation, personal leave or compensatory time off for the time they will be away from work.

Members appearing in court or appearing for court-related functions such as depositions shall appear for court or other judicial proceedings in uniform or professional business attire.

Subpoenas

Any questions regarding this policy or its requirements shall be promptly directed to a supervisor or district legal counsel.

802.5 TESTIFYING AGAINST THE INTEREST OF THE DISTRICT

Best Practice MODIFIED

Any member who has been subpoenaed to testify, has agreed to testify or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state, any city, county or any of their officers, agents or employees in which any of those entities or persons are parties to the litigation, will promptly notify his/her supervisor. The supervisor shall notify the Fire Chief. The Fire Chief, may refer the matter to the district's legal counsel, as may be indicated by the case.

- (a) This requirement includes:
1. Providing testimony or information for the defense in any criminal trial or proceeding.
 2. Providing testimony or information for the plaintiff in a civil proceeding against any city, county or their officers, agents or employees.
 3. Providing testimony or information on behalf of, or at the request of, any party other than any city, county or District official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

802.6 JURY DUTY

Best Practice MODIFIED

If a member receives a summons for jury duty and it falls on an on-duty day, the member shall promptly notify his/her supervisor. Members shall be granted leave for jury duty for the hours required by the court.

Members who are granted leave for jury duty shall reimburse the District for the jury duty service paid for those days that leave is granted, excluding mileage paid by the court.

Ground Ladders

913.1 PURPOSE AND SCOPE

State MODIFIED

The purpose of this policy is to ensure that the ground ladders are periodically inspected and tested for compliance with the standards set forth in Washington law and the National Fire Protection Association (NFPA). This is a safety measure designed to reduce or eliminate the risk of injury to district members when using ground ladders ([WAC 296-305-06006](#)).

913.2 POLICY

State MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to perform testing, inspection, and certification of all ground ladders for the safety of district members and to comply with applicable standards.

913.3 INSPECTION AND TESTING

State MODIFIED

All district-owned ground ladders should be tested and certified annually. The actual testing interval may exceed 12 months if that time is reasonably needed for scheduling and completion of the testing process.

Ground ladders shall also be tested after any major repair and before being placed back in service. Ground ladders will be tested in accordance with applicable NFPA standards. Load testing minimums will vary based on ladder construction and type.

All ground ladders shall be visually inspected at least once a month and after each use. Any defect noted in the inspection shall be repaired and the ground ladder tested prior to being returned to service ([WAC 296-305-06006](#)).

Ground ladder testing and certification should be performed by a trained, qualified district member or a qualified vendor.

913.3.1 NEW LADDERS

State MODIFIED

New ground ladders purchased by the District shall be constructed, tested, and certified in accordance with applicable NFPA standards ([WAC 296-305-06006](#)). If the manufacturer of any new ladder provides written documentation certifying that the ladder has been tested and is in full compliance with NFPA standards, the ladder may be placed in service with no further testing.

913.3.2 MANUFACTURER'S RECOMMENDED USE

State MODIFIED

Members of the District shall climb ground ladders with the fly in when this is not in conflict with the manufacturer's recommendations.

Ground Ladders

When the manufacturer's recommendations are to climb with the fly out and ladders are used routinely in the fly out configuration, members may nonetheless climb and descend the ladder with the fly in when adverse conditions exist ([WAC 296-305-06006\(2\)](#)).

913.4 RECORDS

State **MODIFIED**

The Deputy Chief of the Logistics Division shall be responsible for maintaining comprehensive records of all ladder testing, repair, and certification for the service life of each ladder.

Position Descriptions

1003.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a comprehensive description of overall duties and responsibilities of each rank or job classification within the District.

1003.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to develop unique position descriptions for each assignment within an established rank or classification.

1003.3 RESPONSIBILITIES

Best Practice MODIFIED

The Human Resources or the authorized designee will generally develop and maintain classification specifications (e.g., Firefighter, Captain, Battalion Chief), including the assignments within the classification specifications as well as the duties and responsibilities for each assignment

The Fire Chief or the authorized designee is responsible for reviewing and modifying position descriptions as needed and when. duties or expectations of a specific position substantially change.

Fire Officer Development

1006.1 PURPOSE AND SCOPE

Discretionary MODIFIED

The purpose of this policy is to define the required and recommended competencies in the Snohomish Regional Fire & Rescue Fire Officer Development Program.

1006.2 POLICY

Discretionary MODIFIED

It is the policy of Snohomish Regional Fire & Rescue that, in order to train and develop members for supervisory roles, it will utilize such resources as the Center for Public Safety Excellence (CPSE), the National Fire Academy's (NFA) Executive Fire Officer Program (EFOP); the National Fire Protection Association (NFPA) 1021, Standard for Fire Officer Professional Qualifications; and other district-approved certification programs for the professional development of fire officers.

Educational Incentives

1007.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to identify the educational incentives available to Snohomish Regional Fire & Rescue members pursuant to the collective bargaining agreement or the established personnel agreement, and to establish a system of accessing the benefits.

1007.2 POLICY

Discretionary **MODIFIED**

It is the policy of Snohomish Regional Fire & Rescue that the educational incentives established in the collective bargaining agreement or the established personnel agreement shall be available to all members who meet the defined requirements.

Facility Security

1100.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

The purpose of this policy is to establish guidelines for the physical security of fire stations and other district facilities. The safety and security of district members and the safeguarding of District assets is the primary purpose of this policy. District members should be mindful of their responsibility to protect themselves from any potential physical threats and to protect the security of district facilities.

1100.2 POLICY

Best Practice **MODIFIED**

It is the policy of Snohomish Regional Fire & Rescue to provide physical security measures for all facilities under district control.

Flag Display

1103.1 PURPOSE AND SCOPE

Federal MODIFIED

The purpose of this policy is to provide guidance to members of Snohomish Regional Fire & Rescue regarding the proper display of the flags of both the United States and the State of Washington.

1103.2 DISPLAYING THE FLAG OF THE UNITED STATES

Federal MODIFIED

Federal law providing for the use and the display of the U.S. flag is contained in [Title 4 Chapter 1 of the United States Code](#), commonly referred to as "The Flag Code." Members of this district will display the flag of the United States in accordance with the provisions of [4 USC § 1](#) through [§ 4 USC § 10](#).

1103.2.1 DISPLAY OF THE U.S. FLAG IN DAILY OPERATIONS

Federal MODIFIED

Whenever the flag of the United States is to be displayed in any manner, it should be displayed in accordance with the Flag Code and as follows:

- (a) The United States flag should be conspicuously posted on all fire district facilities during hours of operation.
- (b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness ([4 USC § 6\(a\)](#)).
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed ([4 USC § 6\(c\)](#)).
- (d) The U.S. flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon ([4 USC § 7\(m\)](#)).

Whenever the U.S. flag is displayed in conjunction with other flags or symbols it should occupy the "Place of Honor" ([4 USC § 7](#)).

For additional guidance, members may consult [The Flag Code](#).

1103.3 DISPLAY OF THE WASHINGTON STATE FLAG

State MODIFIED

Members of Snohomish Regional Fire & Rescue may display the Washington State flag prominently and in the proper position of honor in accordance with the United States Flag Code.

1103.3.1 DISPLAY OF THE WASHINGTON FLAG IN DAILY OPERATIONS

Best Practice MODIFIED

Whenever the Washington State flag is to be displayed in any manner, displays of the flag should be consistent with the following protocol:

Flag Display

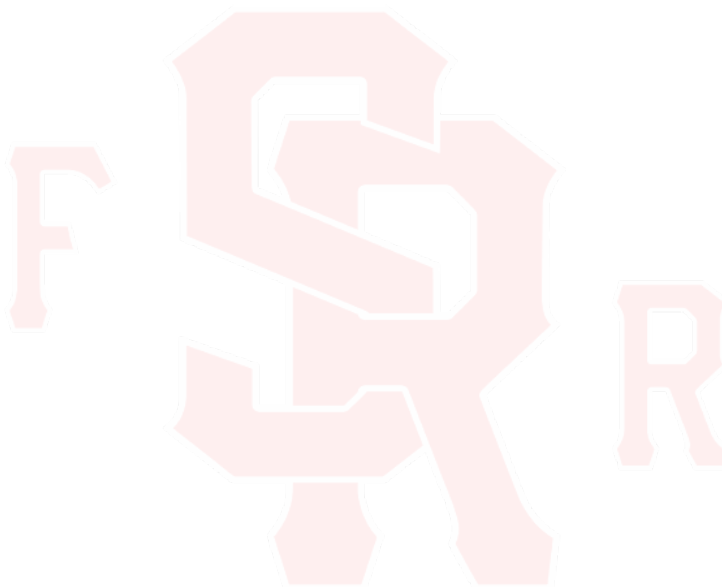
- (a) The flag, when displayed, should be conspicuously posted on fire district facilities during hours of operation.
- (b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by direct order of the Governor of Washington.
- (e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor ([4 USC § 7](#)). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.
- (f) For flag display protocol subsequent to a line of duty death, see Policy: 1035 Line of Duty Death.

For additional guidance, members may consult the Washington Office of the Secretary of State.



NEW BUSINESS

DISCUSSION





AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2025, by and between Snohomish Regional Fire and Rescue, hereinafter referred to as "District" and Matthew Beecroft, MD a licensed physician operating within Snohomish County, hereinafter referred to as "Physician".

RECITALS

WHEREAS the District maintains an emergency medical services program; and

WHEREAS it is necessary to provide to that program a Medical Supervising Physician who provides certain duties as provided below; and

WHEREAS physician has special expertise in the area of emergency medical services;

AGREEMENT

NOW, THEREFORE, be it agreed that Matthew Beecroft, MD shall serve as the Medical Supervising Physician to Snohomish Regional Fire and Rescue under the terms and conditions described herein.

1. DESCRIPTION OF PHYSICIAN'S DUTIES

- A. Supervise and help implement continuing medical education with the specific goal being to maintain necessary and appropriate skill levels for District BLS and ALS providers.
- B. Assist and advise in developing standard policy, procedures, and protocol in the District.
- C. Assist in developing strategies and plans to continually improve, standardize, and unify EMS in the District.
- D. Supervise and assist in maintaining on going BLS and ALS recertification programs
- E. Analyze and recommend additional training skills and services which should be provided with consideration to the following:



- Availability of training
 - Community need
 - Facility and manpower availability
 - Financial resources
 - Adequate medical supervision
- F. Review BLS and ALS runs deemed necessary by the Deputy Chief of EMS, with written comments and returned to provider with follow up using the ES0 QM module.
- G. Evaluate paramedic performance and recommend education, remedial training and pertinent medical considerations to the County Medical Program Director as necessary.
- H. Meet with the Fire Chief and Deputy Chief of EMS on a yearly basis concerning EMS issues and planning and recommend to the DISTRICT improvements in Emergency Medical Services.
- I. Analyze and recommend improvements in record keeping, including Medical Incident Reporting and accumulation of meaningful data relative to emergency medical services.
- J. Monitor and enhance coordination and relationships between the District's Emergency Medical Personnel and Hospital Medical Staff, including ER Physicians and nursing staff.
- K. Supervise ordering, dispensing and administering controlled substances in accordance with State and Federal regulations and guidelines.
- L. Provide liaison with the County and State governments pertaining to emergency medical services as requested by the Fire Chief.
- M. Act under the direct supervision of the Fire Chief and provide regular communications with the Fire Chief or designee regarding programs, services and medical policies relating to the position of Medical Supervising Physician.
- N. Assist the District in public relations pertaining to the District's emergency medical services program as requested by the Fire Chief or designee.
- O. Represent the District at quarterly Medical Control Meetings.



- P. Provide such other and further services as are mutually agreed upon by the parties.
- Q. Provide in person, or by qualified replacement, at least monthly, except for the months of August and December, one (1), three (3) hour training session for the purpose of providing required continued medical education for Paramedic personnel.

2). DELEGATION OF DUTIES: Whenever the Physician because of absence from the area for a period longer than four weeks, is or would be unavailable to perform the duties and responsibilities of this contract, the Physician shall appoint a qualified replacement to perform and assume his/her contract duties and responsibilities in the Physician's absence, all at no additional expense to the District. The Physician further agrees to provide reasonable advance notice to the Fire Chief or designee of such absences and appointments.

3). PHYSICIAN QUALIFICATIONS.

- A. Physician must be a licensed practitioner in the state of Washington with appropriate clinical privileges in the specialty area of the Emergency Medicine.
- B. Any suspension or loss of the above Physician qualification shall constitute automatic termination of this MDAS Agreement, without need for further notice.

4). RELATION OF PARTIES: The parties to this agreement agree that the Physician is a professional person and that the status of the Physician is one of an independent contractor. The Physician is not an employee of the District and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pension plans. The Physician may practice his/her profession for others during those periods when he/she is not performing work under this agreement for the District.

5). DURATION: The term of this agreement shall be from **January 1, 2025, to December 31, 2025.** It is understood the District or the Physician may voluntarily terminate this contract without cause by providing thirty (30) days advance written notice to the other. It is further understood that this agreement may be renewed in writing on terms and conditions agreeable to both parties after notice by either party prior to the termination of this agreement.



6. DESCRIPTION OF PHYSICIAN’S DUTIES: The District agrees to pay physician the sum of \$4,000 per month for services as Physician of Emergency Medical Services as set forth in this agreement. Physician shall keep accurate records of the date and amount of time spent rendering services pursuant to this agreement. Physician shall invoice the District on a monthly basis for services provided the prior month and the District shall pay such invoices within 30 days of receipt

7. PATIENT PRIVACY: Physician shall carry out Physician obligations under this Agreement in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act and chapter 70.02 RCW the Washington Health Care Information Act (collectively referred to as "Privacy Acts,") to protect the privacy of all patient protected health information ("PHI") as defined under the Privacy Acts that is collected, processed or learned as a result of the medical control services provided to the District by Physician.

8. ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties with respect to the subject matter contained herein. It may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Snohomish Regional Fire and Rescue

Physician

Kevin O'Brien, Fire Chief

Matthew Becroft, MD



NEW BUSINESS

ACTION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Initiative 2024-17 MRSC Rosters		
Executive member responsible for guiding the initiative:	DC Rasmussen		
Type of Action:	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Resolution	
Initiative Description:	<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 		
	This Resolution is to update our Resolutions on the use of the MRSC Small Works Rosters for Public Works Projects. We currently have Resolution 2009-10 from Lake Stevens Fire and Resolution 2007-16 from Snohomish County Fire District 7. The update was recommended by Legal counsel Brian Snure.		
Financial Impact:	Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ Long-term annual amount(s): \$ Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended: 		
Risk Assessment:	Risk if approved: Risk if not approved:		

Legal Review:	
<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A	
Presented to, and Approved by, Senior Staff	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commissioner Sub-Committee Approval	
Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>	
For Fire Chief Approval:	
<input type="checkbox"/> RAB document complete <input type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (<i>boardpacket@srfr.org</i>) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>	
RAB Executive: Confirmed email sent to Board by Fire Chief	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Board of Fire Commissioners	
RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval 	
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.

**SNOHOMISH REGIONAL FIRE AND RESCUE
MRSC ROSTERS SMALL PUBLIC WORKS,
CONSULTANT, and VENDOR ROSTERS RESOLUTION**

Resolution No. 2024-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SNOHOMISH REGIONAL FIRE AND RESCUE ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, A CONSULTING SERVICES ROSTER FOR ARCHITECTIURAL, ENGINEERING, AND OTHER PROFESSIONAL SERVICES, AND A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO PUBLIC WORKS CONTRACTS.

WHEREAS RCW 39.04.151-154 and other laws regarding contracting for public works by authorized local governments, allow certain contracts to be awarded using a small works roster process; and

WHEREAS to be able to implement a small works roster and process, the District is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using Direct Contracting; and

WHEREAS to be able to use Direct Contracting on occasion, the District is required to develop Small Business Utilization Plan.

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

NOW, THEREFORE, THE Board of Commissioners of Snohomish Regional Fire and Rescue No. 1, HEREBY RESOLVES AS FOLLOWS:

Section 1: Snohomish County Fire Dist.7 Resolution 2007-16 and Lake Stevens Fire Resolution No. 2009-10 are hereby repealed and is replaced with this Resolution.

Section 2: MRSC Rosters. The District intends to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for District use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters and authorizes District Staff to sign that contract.

Section 3: Small Works Roster. The District hereby elects to use the statewide small works roster established under RCW 39.04.151(2) and administered by the Municipal Research Services Center of Washington. The District has established the following procedures to use in

managing procurement and awards of public works contracts using the statewide small works roster.

- A. Small Works, as defined by RCW 39.04.152 are public works construction projects estimated to cost \$350,000 or less, excluding WSST.
- B. Small Works Roster is a pre-established list of properly licensed contractors, registered to do business with the District under selected project types and (work) categories.
- C. Small Works process is an alternative to publicly advertising public work projects. Every small works contract is subject to the same public works bidding, award, and compliance requirements of RCW 39.04 unless specifically included in RCW 39.04.151-154, this resolution or the incorporated policies or procedures.
- D. Small Works procurements will be conducted in accordance with Chapter 39.04.151-.154, the District's adopted Procurement Policy and the District's Small Business Utilization Plan.
- E. MRSC Rosters will publish annual notification of the District desire to use the Small Works Roster and process and invite more businesses to apply. Interested businesses are encouraged to apply to the roster at any time. District staff may direct business to join MRSC Rosters in order to allow the business to participate in the District's procurement projects.
- F. Small Works bidding and award information will be entered into the statewide small works roster platform immediately upon conclusion of each small works roster awards.
- G. Small Works bidding and award data will be part of the District's procurement files and records and all documents will be made available for review.
- H. The District intends to use the direct contracting option (RCW 39.04.152(4)) whenever practicable for Small Works projects estimated to cost \$150,000 or less, excluding WSST. The District has adopted a Procurement Policy and District's Small Business Utilization Plan that will guide the District's direct contracting procedures.

Section 4. Consulting Services Roster. The District shall use the MRSC Rosters Consultant Roster to meet the requirements of RCW 39.80.030 when soliciting Architectural, Engineering and Land Surveying services and may use the process for other Consulting Services at the discretion of the Fire Chief:

- A. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
- B. At least once a year, MRSC shall, on behalf of the District publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement

of Qualifications, and meets minimum State requirements for roster listing.

- C. The District shall use the following process to select the most highly qualified Consulting Services firm off of the Consulting Services Roster to provide the required services:
- a. The Board of Commissioners shall establish criteria that the Chief, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the District.
 - b. The Chief, or designee, shall use the evaluation criteria to evaluate the written statements of qualifications and performance data on file with the District at the time that Consulting Services are required;
 - c. The Chief, or designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
- D. The firm deemed most highly qualified by the agency to do the project will be selected for contract negotiations. If the Chief or designee is unable to agree on contract terms with the most highly qualified Consultant, the Chief may proceed to selecting the next most qualified.

Section 5. Vendor List Roster. The District shall use the MRSC Rosters Vendor Roster to meet the requirements of RCW39.04.190 for the purchase of materials, supplies, or equipment not connected to a public works project:

- A. The District is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the District as provided in RCW 52.14.110. The District will attempt to obtain the lowest practical price for such goods and services.
- B. At least twice per year, MRSC shall, on behalf of the District publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.
- C. The District shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:

- a. A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
 - b. The Chief, or designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or written quotations from the vendors for the required materials, supplies, or equipment;
 - c. The Chief, or designee, shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
 - d. A written record shall be made by the Chief, or designee, of each vendor’s bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- D. The District shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the District may call for new bids.
- E. All of the bids or quotations shall be collected by the Chief or designee. The Chief, or designee, shall create a written record of all bids or quotations received, which shall be open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised. The District Procurement Policy shall guide the process for awarding contracts.

Adopted by the Board of Commissioners of Snohomish Regional Fire and Rescue, Snohomish County, Washington, at an open public meeting held on December 11, 2024.

Rick Edwards, Commissioner

Troy Elmore, Commissioner

Randy Fay, Commissioner

Paul Gagnon, Commissioner

Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner

ATTEST:

District Secretary

SNOHOMISH REGIONAL FIRE AND RESCUE

RESOLUTION NO. 2024-18

RESOLUTION CHANGING REGULAR MEETING

WHEREAS, RCW 42.30.070 requires that the District’s Board of Commissioners establish its regular meeting schedule by Resolution.

WHEREAS, the regular meeting schedule was adopted in Resolution No. 2019-18 and such meetings are generally held on the second and fourth Thursdays of each month at 5:30 pm at Station 31, 163 Village Court, Monroe, Washington.

- WHEREAS**, the Board needs to change Date of the meeting scheduled for
- December 23, 2024

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners hereby changes the Date of the meeting scheduled for December 23, 2024, to the following:

Date: December 19, 2024

Time: Begins: 5:30 PM

Location: 163 Village Court, Monroe, WA 98272

Adoption. ADOPTED at an open public meeting of the Snohomish Regional Fire and Rescue Board of Commissioners on the 11th day of December, 2024, with the following Commissioners being present and voting:

Rick Edwards, Commissioner

Troy Elmore, Commissioner

Randy Fay, Commissioner

Paul Gagnon, Commissioner

Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner

ATTEST: District Secretary



EXECUTIVE SESSION

