

# COMMISSIONER BOARD MEETING

**DECEMBER 19, 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 19, 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	1/28/25	No
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	No
Leadership Meeting	Schaub	11/21/24	1/15/25	No
Policy Committee	Schaub	12/12/24	1/9/24	Yes

### **COMMITTEE MEETING MINUTES**

### **CONSENT AGENDA**

**Approval of Vouchers** 

Benefits Vouchers: 24-03479 to 24-03489; (\$838,529.04) AP Vouchers: 24-03393 to 24-03478; (\$742,240.59)

**Approval of Payroll** 

December 15, 2024 (\$1,373,780.80)

**Approval of Minutes** 

Approve Regular Board Meeting Minutes December 11, 2024

**OLD BUSINESS** 

Discussion



### **Action**

Board 2025 Chair Appointment Snohomish County EMS Draft ILA Discussion 2025 Delegate Physician Contract

### **NEW BUSINESS**

Discussion

### **Action**

COLA Adjustment for Non-Exempt Confidential Staff

### **GOOD OF THE ORDER**

### ATTENDANCE CHECK

Regular Commissioner Meeting January 9, 2025, at 1730 - Station 31 Training Room/Zoom

### **EXECUTIVE SESSION**

RCW 42.30.140(4)(a): Labor Negotiations

### **ADJOURNMENT**

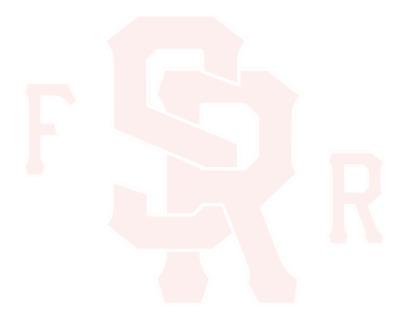


# CHIEF'S REPORT



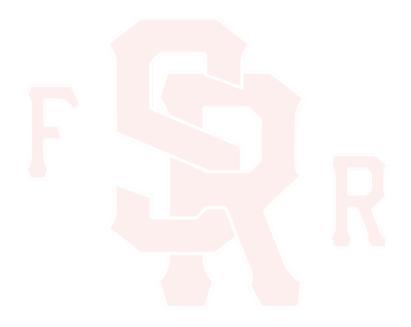


# COMMISSIONER REPORTS



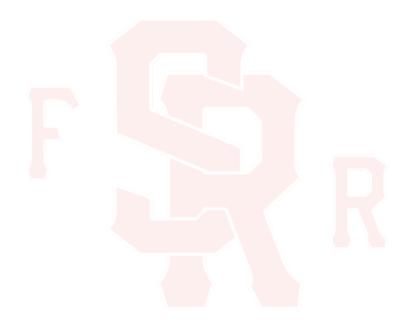


# COMMITTEE MEETING MINUTES





# **CONSENT AGENDA**



# **Snohomish Regional Fire and Rescue Claims Voucher Summary**

Page 1 of 1

Fund: Shop - Expense #050
We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise of

services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date:	Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-03479	DEPARTMENT OF RETIREMENT SYSTEMS		30,452.39
24-03480	DIMARTINO & ASSOCIATES		24,107.33
24-03481	FIRE 7 FOUNDATION		632.50
24-03482	HRA VEBA TRUST		127,166.93
24-03483	LEOFF TRUST		489,207.23
24-03484	MATRIX TRUST COMPANY		19,935.68
24-03485	TD AMERITRADE INSTITUTIONAL		388.50
24-03486	TRUSTEED PLANS SERVICE CORP		35,430.23
24-03487	VOYA INSTITUTIONAL TRUST CO		109,457.04
24-03488	WASHINGTON STATE SUPPORT REGISTRY		1,247.21
24-03489	WASHINGTON STATE SUPPORT REGISTRY		504.00

Page Total

838,529.04

**Cumulative Total** 838,529.04

### Snohomish Regional Fire & Rescue, WA

# Docket of Claims Register

APPKT01747 - 12.19.2024 Board Meeting ER By Docket/Claim Number

	Vendor Name	Docket/Claim #					Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0012	ACROSS THE STREET PRODUCTION	24-03393					385.00
	26770	Blue Card Online Training - Rhoades	Invoice	12/10/2024	Blue Card Online Training - Rhoades	001-506-522-45-49-02	385.00
0028	ALL BATTERY SALES AND SERVIC	1 24-03394					179.08
	300-10155367	Shop Supplies	Invoice	12/12/2024	Shop Supplies	050-511-522-60-31-05	179.08
2106	AMAZON CAPITAL SERVICES, INC	24-03395					6,584.94
	134D-7DT9-KTRP	PETZL Waterproof Bucket Bag - Return	Credit Memo	12/09/2024	PETZL Waterproof Bucket Bag - Return	001-514-522-20-31-09	-54.65
	134V-DN6J-J3GF	"The Official Book Of Andy" (x15) - Trai	Invoice	12/11/2024	"The Official Book Of Andy" (x15) - Trai	001-506-522-45-34-00	562.65
	1669-KPK9-MX71	12inch Adjust Corner Mirror - Return (	Credit Memo	12/14/2024	12inch Adjust Corner Mirror - Return (	001-507-522-50-35-00	-28.04
	17FT-HDFJ-K4KY	Lite Hydraulic Hand Dynamometer - Ph	Invoice	12/11/2024	Lite Hydraulic Hand Dynamometer - Ph	001-510-522-20-35-01	167.82
	19X1-FQ1X-JQKY	iPhone Chrgr 2pk (x10), Cables - IT Rep	Invoice	12/11/2024	iPhone Chrgr 2pk (x10), Cables - IT Rep	001-513-522-10-35-00	375.94
	1FNK-NNQ7-JQPF	Black Magic Tire Shine 2pk - Logistics	Invoice	12/11/2024	Black Magic Tire Shine 2pk - Logistics	001-507-522-50-31-00	16.78
	1GTX-6YQ4-HNJY	PETZL Waterproof Bucket Bag - Return	Credit Memo	12/09/2024	PETZL Waterproof Bucket Bag - Return	001-514-522-20-31-09	-54.65
	1HWC-KPX6-RJQG	Sony Rechargable Camera Battery (Plai	Invoice	12/15/2024	Sony Rechargable Camera Battery (Pla	001-515-522-30-35-00	183.42
	1JPY-YTTW-LHP3	Electric Griddle, Silicone Spatula 2pk -	Invoice	12/09/2024	Electric Griddle Non-Stick 8-Serving - A	001-507-522-50-35-00	46.11
					Flexible Non-Stick Silicone Spatula 2pk	001-507-522-50-31-00	9.71
	1KPL-Y9PF-11F3	USB Flash Thumb Drive 20pk 2GB - MS	Invoice	12/05/2024	USB Flash Thumb Drive 20pk 2GB - MS	001-513-522-10-35-00	39.70
	1L71-T16K-F114	Commercial Bar Sink Faucet (Replacmr	Invoice	12/06/2024	Commercial Bar Sink Faucet (Replacmr	001-507-522-50-48-00	64.73
	1LPV-WNQP-L4DX	2025-26 Calendar 14.5x11.5 - Logistics	Invoice	12/11/2024	2025-26 Calendar 14.5x11.5 - Logistics	001-507-522-50-31-00	7.54
	1LQN-MW7C-6Q9F	SEEK Thermal Screen Portectors 2pk (x	Invoice	12/10/2024	SEEK Thermal Screen Portectors 2pk (x	001-504-522-20-31-01	363.06
	1LXV-7H94-FNWH	USB Hub 4 Ports Multi-USB Extender (2	Invoice	12/06/2024	USB Hub 4 Ports Multi-USB Extender (2	001-515-522-30-35-00	13.12
	1M7R-7PLJ-YM19	20pk 4ft LED Tube Lights (x2) - ST71	Invoice	12/05/2024	20pk 4ft LED Tube Lights (x2) - ST71	001-507-522-50-31-00	236.52
	1MC3-M7FP-G6FN	25 Watt Light Bulbs 3w 6pk - ST 71	Invoice	12/06/2024	25 Watt Light Bulbs 3w 6pk - ST 71	001-507-522-50-31-00	15.10
	1MC3-M7FP-PWFC	WaterProof Case, SD Card, USB-C, Son	Invoice	12/07/2024	WaterProof Case, SD Card, USB-C, Son	001-515-522-30-35-00	4,378.89
	1QRC-WXM1-D9V4	PowerExtra 4pk Batteries & 4-Chanel C	Invoice	12/06/2024	PowerExtra 4pk Batteries & 4-Chanel (	001-515-522-30-35-00	109.39
	1QW1-C7TW-699J	Vinyl Adhesive (Demo Car Wash) - Trai	Invoice	12/10/2024	Vinyl Adhesive (Demo Car Wash) - Trai	001-506-522-45-31-02	9.60
	1R4M-XYNR-FFNF	PETZL Waterproof Bucket Bag (x2) - SO	Invoice	12/09/2024	PETZL Waterproof Bucket Bag (x2) - SC	001-514-522-20-31-09	109.30
	1WJL-FLH7-HFM4	UNI USB-C SD Card Reader Memory Ca	Invoice	12/06/2024	UNI USB-C SD Card Reader Memory Ca	001-515-522-30-35-00	12.90
1881	APPLIANCE MECHANIC	24-03396					339.89
	21928	Oven Srvc Call (Replacd Control w/Ove	Invoice	12/13/2024	Oven Srvc Call (Replacd Control w/Ove	001-507-522-50-48-00	339.89
2383	AT&T MOBILITY - CC	24-03397					530.21
	UCF112024	CradlePoint Data Modems (Acct.50056	Invoice	12/04/2024	CradlePoint Data Modems	001-513-522-10-42-00	530.21
2349	AXTHELM CONSTRUCTION, INC.	24-03398					23,149.97
	202337-11	Station 83 Remodel (Contract Pay-App	Invoice	12/12/2024	Station 83 Remodel (Contract Pay-App	300-507-594-50-62-83	23,149.97

<b>Vendor #</b> 0065	Vendor Name Payable Number BOUND TREE MEDICAL, LLC	Docket/Claim # Payable Description 24-03399	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount 3,794.13
	85572112 85572113	Medications & Medical Supplies Medications/Medical Supplies/Medica	Invoice Invoice	11/26/2024 11/26/2024	Medications & Medical Supplies Medical Small Tools/Minor Equipment Medications & Medical Supplies	001-509-522-30-31-01 001-509-522-20-35-00 001-509-522-30-31-01	1,305.04 28.68 827.07
	85572114 85573642 85579299	Medications Medical Supplies Medications & Medical Supplies	Invoice Invoice Invoice	11/26/2024 11/27/2024 12/04/2024	Medications Medical Supplies Medications & Medical Supplies	001-509-522-30-31-01 001-509-522-30-31-01 001-509-522-30-31-01	743.27 323.73 566.34
2481	BRANDON FAIRHURST INV12596	24-03400 Travel Mileage Reimbursement (HOBO	Invoice	12/03/2024	Travel Mileage Reimbursement (HOBO	001-504-522-20-49-04	13.00 13.00
1742	BRANDON VARGAS INV12599	24-03401 Airfare Reimbursement x2 Tyler Confe	Invoice	12/11/2024	Airfare Reimbursement Tyler Conferen Airfare Reimbursement Tyler Conferen		932.40 466.20 466.20
0073	BRAUN NORTHWEST INC 39097	24-03402 3 - 2024 Ford F450 Chassis for Builds 4	Invoice	12/13/2024	2024 Ford F450 Chassis for Builds 4403	301-509-594-22-64-03	170,531.40 170,531.40
2352	CAMERON MAIN INV12602	24-03403 Uniform Boots - Shop	Invoice	12/10/2024	Uniform Boots	050-511-522-60-31-01	118.14 118.14
1913	CANON FINANCIAL SERVICES INC 36894034 36894035 36894036 36894037 36894393 36895017 36995016	Copier Machine Lease - Admin Bldg (Pr Copier Machine Lease - ST81 Copier Machine Lease - ST31 (Main Lo Copier Machine Lease - ST77,72,32,73 GIS PROGRAF Machine Lease - Admin Copier Machine Usage - ST81 Copier Machine Lease - ST71	Invoice Invoice	12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024 12/13/2024	Copier Machine Lease - Admin Bldg (Pi Copier Machine Lease (DX 529) - ST81 Copier Machine Lease - ST31 (Main Lo Copier Machine Lease - ST77,72,32,73 GIS (imagePROGRAF PRO 4600) Copier Machine Uasge (DX 529) - ST81 Copier Machine Lease - ST71	001-512-591-22-70-00 001-512-591-22-70-00 001-512-591-22-70-00 001-512-591-22-70-00	1,326.31 296.60 38.88 329.53 72.04 225.33 38.91 325.02
0094	CDW GOVERNMENT LLC AB7VU6H	24-03405 ARUBA AP-655 CAMPUS AP (x2)	Invoice	12/11/2024	ARUBA AP-655 CAMPUS AP (x2)	001-513-522-10-35-00	2,177.06 2,177.06
2470	CENTRAL PARK APARTMENTS OF 01/2025	24-03406 Paramedic School Housing Rent (#1910	Invoice	01/01/2025	Paramedic School Housing Rent (#1910	001-506-522-45-49-37	1,526.50 1,526.50
0096	CENTRAL WELDING SUPPLY 0002245684 0002248552	24-03407 Oxygen Cylinder Exchange/Re-Fill (x7) Oxygen Cylinder Exchange/Re-Fill (x5)	Invoice Invoice	12/09/2024 12/12/2024	Oxygen Cylinder Exchange/Re-Fill (x7) Oxygen Cylinder Exchange/Re-Fill (x5)	001-509-522-20-45-00 001-509-522-20-45-00	532.06 305.78 226.28
0531	CHRISTENSEN, INC 0648557-IN 0648560-IN	24-03408 Diesel Exhaust Fluid (DEF) - ST 31 Diesel Exhaust Fluid (DEF) - ST 71	Invoice Invoice	12/03/2024 12/04/2024	Diesel Exhaust Fluid (DEF) - ST 31 Diesel Exhaust Fluid (DEF) - ST 71	001-504-522-20-32-00 001-504-522-20-32-00	629.30 80.59 548.71
0110	CITY OF MONROE ADMIN-NOV24	24-03409 Water, Stormwater & Sewer - Admin B	Invoice	12/03/2024	Water, Stormwater & Sewer - Admin B	001-507-522-50-47-02 300-507-522-50-47-00	538.26 274.51 263.75
0110	CITY OF MONROE ST32-NOV24	24-03410 Water & Stormwater - ST 32	Invoice	12/03/2024	Water & Stormwater - ST 32	001-507-522-50-47-02	163.46 163.46

Vendor# 0110	Vendor Name Payable Number CITY OF MONROE	Docket/Claim # Payable Description 24-03411	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount 799.17
	ST31-NOV24	Water, Stormwater & Sewer - ST 31	Invoice	12/11/2024	Water, Stormwater & Sewer - ST 31	001-507-522-50-47-02	799.17
0110	CITY OF MONROE ST31IRR-NOV24	24-03412 Water (Irrigation Meter) - ST 31	Invoice	12/03/2024	Water (Irrigation Meter) - ST 31	001-507-522-50-47-02	37.28 37.28
0126	COMCAST ADMIN-DEC24/JAN25	24-03413 Internet/Phone/TV Services - Admin B	Invoice	12/07/2024	Internet/Phone/TV Srvcs - Admin Bldg	001-513-522-50-42-01	749.98 749.98
1882	CONCENTRA MEDICAL CENTERS 85021266	24-03414 Employtment Physical Recertification -	Invoice	11/12/2024	Employtment Physical Recertification -	001-510-522-20-41-06	1,537.00 1,537.00
0136	COURIERWEST 7950	24-03415  Mail Courier Monthly Service (Novemb	Invoice	11/01/2024	Mail Courier Monthly Service (Novemk	001-502-522-10-41-01	2,190.80 2,190.80
0138	CRESSY DOOR COMPANY, INC 202715 203513	24-03416  Bay Door Service Call (Replaced Spring Bay Door Service Call (Repairs) - ST 83		11/15/2024 12/11/2024	Bay Door Service Call (Replaced Spring Bay Door Service Call (Repairs) - ST 83		12,969.17 822.48 12,146.69
0139	CROSS VALLEY WATER DISTRICT 3114010-2	24-03417 Water (Acct #2118-21118) - ST 71	Invoice	12/10/2024	Water (Acct #2118-21118) - ST 71	001-507-522-50-47-02	333.01 333.01
1584	CROWN FIRE PROTECTION 20728	24-03418 Installed New Water Bottle Filler Unit (	Invoice	12/12/2024	Installed New Water Bottle Filler Unit (	001-507-522-50-48-00	1,472.84 1,472.84
2453	DONNA BRESKE & ASSOCIATES, I 3511	24-03419 Professional Consiting Fees (Sewer Des	Invoice	12/01/2024	Professional Consiting Fees (Sewer Des	300-507-594-50-62-72	4,057.08 4,057.08
2416	EAGLE ENGRAVING, INC. 2024-9487	24-03420 Commendation Bar W/ Slide Bar (x12)	Invoice	12/13/2024	Commendation Bar W/ Slide Bar (x12)	001-502-522-10-49-07	287.95 287.95
2476	EAST COAST RESCUE SOLUTIONS 1711	24-03421 Forcible Entry Door	Invoice	12/12/2024	Forcible Entry Door for Training	001-506-522-45-35-00	11,380.00 11,380.00
1875	ELECTRONIC BUSINESS MACHINE AR292705	24-03422 Copier Machine Usage - Admin Bldg (P	Invoice	11/30/2024	Copier Machine Usage - Admin Bldg (P	001-502-522-10-31-00	10.22 10.22
2482	ELITE PUBLIC SAFETY CONSULTIN 0437	24-03423 Leadership Training	Invoice	12/12/2024	Leadership Training conducted by Dr. C	001-506-522-45-49-02	6,042.21 6,042.21
1703	ELSA SEXTON INV12601	24-03424 Uniform Shoes, CPSE 25' Airfare Reimb	Invoice	12/09/2024	CPSE 2025 Airfare Reimbursement Uniform Shoes - ADMIN	001-516-522-30-43-00 001-504-522-20-31-07	824.97 746.20 78.77
2296	FASTFIELDFORMS 15915	24-03425 Mobile Forms Software Monthly Subsc	Invoice	12/07/2024	Mobile Forms Software Monthly Subsc	001-516-522-30-49-04	1,026.61 1,026.61
2477	FIRST RESPONSE MENTAL HEALT 11464	24-03426 Mental Health Services	Invoice	12/04/2024	subscription App for mental Health su	001-510-522-20-49-04	13,050.00 13,050.00

	Vendor Name	Docket/Claim #					Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0226	GALLS, LLC	24-03427					1,233.58
	029830087	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	12/05/2024	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	239.66
	029843152	Diamond Quilted Jacket	Invoice	12/06/2024	Diamond Quilted Jacket	001-504-522-20-31-07	108.11
	029862608	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	12/09/2024	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	221.51
	029874832	Firefighter Pants	Invoice	12/10/2024	Nomex IIIA Firefighter Pants	001-504-522-20-31-07	60.17
	029898023	Name Plate	Invoice	12/11/2024	Name Plate	001-504-522-20-31-07	26.56
	029899659	Industrial Pants (x2)	Invoice	12/12/2024	Industrial Pants (x2)	001-504-522-20-31-07	293.38
	029912064	Diamond Quilted Jacket	Invoice	12/13/2024	Diamond Quilted Jacket	001-504-522-20-31-07	100.24
	029912121	Duty Boots, Leather Belt	Invoice	12/13/2024	Duty Boots, Leather Belt	001-504-522-20-31-07	183.95
2302	GME SUPPLY COMPANY	24-03428					798.24
	7321711	CMC Clutch	Invoice	12/10/2024	CMC Clutch	001-504-522-20-35-00	798.24
0238	GRAINGER	24-03429					3,994.94
	9341567866	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	261.66
	9341567874	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	150.96
	9341567882	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	487.81
	9341979509	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	491.71
	9341979517	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	537.27
	9341979525	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	375.40
	9341979533	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	478.75
	9341979541	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	346.81
	9342032662	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	136.94
	9342032670	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	69.02
	9342032688	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	44.99
	9342032696	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	234.76
	9342032704	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	101.85
	9342115533	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	87.61
	9342115541	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	44.99
	9342115558	Station Operating Supplies	Invoice	12/10/2024	Station Operating Supplies	001-507-522-50-31-00	44.99
	9343682853	Station Operating Supplies	Invoice	12/11/2024	Station Operating Supplies	001-507-522-50-31-00	99.42
2281	GW 42 INC	24-03430					4,006.78
	7831	Garage Door Prop	Invoice	11/27/2024	Steel Garage Door Prop for Training	001-506-522-45-35-00	4,006.78
1878	IMS ALLIANCE	24-03431					34.37
	24-3166	Passport Name & Locker Tags, Mount	Invoice	12/12/2024	Passport Name & Locker Tags, Mount (	001-504-522-20-31-01	34.37
2315	ISA QUEVEDO	24-03432					119.71
	INV12597	Per Diem Reimbursement (WAPELRA)	Invoice	10/10/2024	Per Diem Reimbursement (WAPELRA)	001-503-522-10-43-00	119.71
2382	JUSTIN SWIFT	24-03433					1,300.35
	INV12604	Per Diem Operative IQ Engage Confere	Invoice	12/09/2024	Per Diem Operative IQ Engage Confere	001-507-522-45-49-02	1,300.35
2483	KELSEY AYER	24-03434					1,776.26
	INV12610	Per Diem Reimb. (Mileage) WAPELRA 2	Invoice	10/10/2024	Per Diem Reimb. (Mileage) WAPELRA 2	001-503-522-10-43-00	136.86
	INV12611	Per Diem Reimb. NEGOV Ignite Conf. 2		10/21/2024	Per Diem Reimb. NEGOV Ignite Conf. 2		1,329.88
	INV12612	Reimb. Snack & Coffee - Interview Pan		11/15/2024	Reimb. Snack & Coffee - Interview Pan		309.52
				,, :			33.32

Vendor#	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
1858	KEVIN O'BRIEN INV12603	24-03435 Per Diem WFCA Annual Meeting 2024	Invoice	12/01/2024	Per Diem WFCA Annual Meeting 2024	001-506-522-45-43-00	301.00 301.00
2434	KNIGHT DEFENCE, LLC 24021	24-03436 NIght Vision	Invoice	11/21/2024	Night Vision	001-514-522-20-31-09	10,999.00 10,999.00
1954	LAKE STEVENS ATHLETIC CLUB 71661	24-03437 Monthly Gym Membership (January 20	Invoice	12/06/2024	Monthly Gym Membership (January 20	001-510-522-20-49-00	109.00 109.00
0339	LES SCHWAB WAREHOUSE CENT 30400602880	24-03438 Metal Tubeless Valve/Re-Mount Light -	Invoice	12/11/2024	Metal Tubeless Valve/Re-Mount Light -	001-513-522-20-48-01	22.93 22.93
0352	LOWE'S 978716-OBZGJT 979314-NKDGSQ	24-03439 Snow Shovels for Stations Propane Tank Exchange (x4)	Invoice Invoice	11/26/2024 07/23/2024	Snow Shovels for Stations Propane Tank Exchange (x4) Tote (2)	001-507-522-50-35-00 001-507-522-50-35-00 001-507-522-50-47-03	1,689.24 186.86 24.90 91.37
	980335-NQHWQJ 982203-OCDGVT 985544-OAZGTG 985757-OAZGTI 987415-NOAJHS	Stand Fan - St.73 Birch Hardwaood - St. 82 Dewalt Oscillating Tool - Logistics Flood Light, Light Bulbs, Caution Tape - Thread Adapter for Kitchen - St.31	Invoice	09/04/2024 11/27/2024 11/19/2024 11/19/2024 08/19/2024	Stand Fan - St.73 Birch Hardwaood - St. 82 Dewalt Oscillating Tool - Logistics Flood Light, Light Bulbs, Caution Tape - Thread Adapter for Kitchen - St.31	001-507-522-50-48-00	51.95 27.62 -165.25 107.00 4.04
	990047-NULGYB 993218-OBIZCQ 998725-OBIZRG 999567-OAIZPS	Training Supplies - ST.81 Sink Cabinets - Shop Microwave - St.71 Dewalt Oscillating Tools & Cutting Bits-	Invoice Invoice Invoice	10/03/2024 11/21/2024 12/23/2024 11/14/2024	Training Supplies - ST.81 Sink Cabinets - Shop Microwave - St.71 Dewalt Oscillating Tools & Cutting Bits-	001-506-522-45-31-02 050-511-522-60-35-00 001-507-522-50-35-00 001-507-522-50-35-00	23.19 952.00 175.64 209.92
1871	MARIA RICHMOND INV12598	24-03440 Airfare Reimbursement Tyler Conferen	Invoice	12/11/2024	Airfare Reimbursement Tyler Conferen	001-503-522-10-43-00	466.20 466.20
2389	MATTRESS FIRM, INC 240147	24-03441 Mattresses for Station 83	Invoice	12/10/2024	3 Mattresses and Encasements	001-507-522-50-35-00	1,578.57 1,578.57
2299	MEDICAL EDUCATION AND TRAII 000054	24-03442 Pediatric Enrichmnt Course PALS Skills	Invoice	12/12/2024	Pediatric Enrichmnt Course PALS Skills	001-509-522-45-49-02	7,500.00 7,500.00
0371	MICHAEL MCCONNELL INV12607	24-03443 Airfare Reimbursement CPSE Excellenc	Invoice	11/25/2024	Airfare Reimbursement CPSE Excellenc	001-516-522-30-43-00	496.19 496.19
0379	MOBILE HEALTH RESOURCES 24908	24-03444  Monthly EMS Patient Experience Surve	Invoice	11/30/2024	Monthly EMS Patient Experience Surve	001-509-522-20-49-02	1,155.00 1,155.00
0387 2358	MUNICIPAL EMERGENCY SERVIC IN2149554 IN2156059 IN2169649 NORTHWEST PROPANE LLC	24-03445 Breathing Air Compressor Service Call SCBA Repairs (Battery/Cylinder/Harnes Matex Hose 24-03446		11/08/2024 11/20/2024 12/13/2024	Breathing Air Compressor Service Call SCBA Repairs (Battery/Cylinder/Harnes Cobra Combat Attack Hose 2.25"		20,743.93 234.01 2,541.33 17,968.59 563.24
<b>-</b>	U0269202	OnSite Mobile Propane Delivery (217.5	Invoice	12/10/2024	OnSite Mobile Propane Delivery (217.5	001-507-522-50-47-03	563.24

Mandanii	Vendor Name	Docket/Claim #	D	Describbe Date	Harris Brandalla	A	Payment Amount
Vendor # 2333	Payable Number OAC SERVICES, INC.	Payable Description 24-03447	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount 39,415.78
2333	150084	Professional Srvc Design Build/CM Lab	Invoice	12/11/2024	Professional Srvc Design Build/CM Lab	300-507-594-50-62-32	15,593.88
	150001	Troicessional Silve Design Dulla, Civi Eus	mvoice	12/11/2021	Professional Srvc Design Build/CM Lab		12,266.90
	150118	Professional Services CM Labor/Cntrn	Invoice	12/12/2024	Professional Services CM Labor - ST31	300-507-594-50-62-00	8,855.00
					Professional Services CM Labor - ST83	300-507-594-50-62-83	2,700.00
2252	ODP BUSINESS SOLUTIONS, LLC	24-03448					844.07
	395471259001	HP Ink 4pk Color/Blk, Ltr Folder Manila	Invoice	12/02/2024	HP Ink 4pk Color/Blk, Ltr Folder Manila	001-502-522-10-31-00	102.13
	395604995001	HP Toner Color/Black 206A 4pk	Invoice	12/03/2024	HP Toner Color/Black 206A 4pk	001-502-522-10-31-00	410.80
	395605000001	Refil Lead 9mm 2pk, Mechanical Penci	Invoice	12/03/2024	Refil Lead 9mm 2pk, Mechanical Penci	001-502-522-10-31-00	23.54
	398138679001	Copy Paper 10RM (x4) - Training	Invoice	12/03/2024	Copy Paper 10RM (x4) - Training	001-502-522-10-31-00	212.24
	398452002001	Paper Pads 12, Stamp Book pk20 (x2) -	Invoice	11/26/2024	Paper Pads 12, Stamp Book pk20 (x2) -	001-502-522-10-31-00	36.06
	401892680001	Heavy 3 Hole Punch Deluxe - Training A	Invoice	12/05/2024	Heavy 3 Hole Punch Deluxe - Training /	001-502-522-10-35-00	25.30
	401893583001	Binding Covers 1' 10pk Blk - Training A	Invoice	12/06/2024	Binding Covers 1' 10pk Blk - Training A	001-502-522-10-31-00	34.00
2332	OTTO ROSENAU & ASSOCIATES,	24-03449					4,321.00
	91644	Professional Srvc(Struc/Engn/Test/Insp	Invoice	12/13/2024	Professional Srvc(Struc/Engn/Test/Insp	300-507-594-50-62-00	4,321.00
0466	PETROCARD, INC.	24-03450					1,492.62
	C625189	OnSite Mobile Fueling Service - ST 71,	Invoice	12/05/2024	OnSite Mobile Fueling Service - ST 71,	001-504-522-20-32-00	746.31
						001-509-522-20-32-00	746.31
1617	PR LIFTING LLC	24-03451					1,157.07
	37553	Exercise equipment for Station 31	Invoice	11/30/2024	Exercise equipment for Station 31	001-510-522-20-35-01	1,157.07
1533	REHN & ASSOCIATES	24-03452			• •		28.00
1333	INV-00205817	COBRA Rights Notice Letter (x1)	Invoice	11/30/2024	COBRA Rights Notice Letter (x1)	001-502-522-10-41-01	28.00
0499	RICE FERGUS MILLER, INC.	24-03453		,,	,		40,890.22
0499	2020053.00-041	Cap. Facilities Planning (Schmtc/Dedigi	Invoico	11/15/2024	Cap. Facilities Planning (Schmtc/Dedig	200-507-504-50-62-92	16,877.75
	2020053.00-041	Cap. Facilities Planning (Design/Seismi		12/10/2024	Cap. Facilities Planning (Design/Seismi		6,244.97
	2022072.00-022	Cap. Facilities Planning - Shop Addition		12/13/2024	Cap. Facilities Planning - Shop Addition		17,767.50
1995	RICK EDWARDS	24-03454		,,	early recommend and a second		220.00
1995	INV12605	Per Diem Reimbursement WFCA 2024	Invoice	11/23/2024	Per Diem Reimbursement WFCA 2024	001-506-522-45-43-00	220.00
0504			IIIVOICE	11/25/2024	Tel Dielli Nellibulsellielli WTCA 2024	001-300-322-43-43-00	
0501	RICOH USA, INC.	24-03455	la catal	42/00/2024	Caria Markina Harra CT 74/Lariatia	004 502 522 40 24 00	94.72
	5070619078	Copier Machine Usage - ST 74/Logistic	invoice	12/09/2024	Copier Machine Usage - ST 74/Logistic	001-502-522-10-31-00	94.72
1921	SEA-WESTERN INC	24-03456					14,109.25
	INV37594	15 SCBA Fit Test Mask adapters	Invoice	11/25/2024	15 SCBA Fit Test Mask adapters	001-504-522-20-31-03	842.91
	INV37816	Elkhart Brass Gate Valve (x3)	Invoice 	12/09/2024	Elkhart Brass Gate Valve (x3)	001-504-522-20-35-00	1,716.32
	SO30040	PPE Gear Dryers	Invoice	12/10/2024	PPE Training Gear Dryers	001-506-522-45-35-00	5,775.01
	SO30041	PPE Gear Dryers	Invoice	12/10/2024	PPE Training Gear Dryers	001-506-522-45-35-00	5,775.01
2478	SIMPLE BOX EVERETT, LLC	24-03457					6,209.65
	13632	20' Conex Box for Station 83	Invoice	12/03/2024	20' Conex Box for Station 83	001-506-522-45-35-00	6,209.65
2273	SKY POWER WASH	24-03458					1,498.89
	6476	Roof & Gutter Cleaning Service - ST83	Invoice	12/05/2024	Roof & Gutter Cleaning Service - ST83	001-507-522-50-48-00	1,498.89

<b>Vendor #</b> 0520	Vendor Name Payable Number SNOHOMISH COUNTY FIRE DISTF	Docket/Claim # Payable Description 24-03459	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount 12,500.00
	24.36	RLB ILA Facility Site Rental - 2nd Half JL	Invoice	12/13/2024	RLB ILA Facility Site Rental - 2nd Half Jl	001-506-522-45-45-00	12,500.00
1550	SNOHOMISH COUNTY PLANNING 1000658393	24-03460 ILA Fire Investigation Services (Case 20	Invoice	12/13/2024	ILA Fire Investigation Services (Case 20	001-505-522-30-41-00	540.00 540.00
1536	SNOHOMISH REGIONAL FIRE & R FIRE-12/13/2024	24-03461 Apparatus Fleet Maintenance Services	Invoice	12/13/2024	Apparatus Fleet Maintenance - EMS UI Apparatus Fleet Maintenance - Suppre		199,948.40 38,010.39 161,938.01
1536	SNOHOMISH REGIONAL FIRE & R ECFSS-12/13/2024	24-03462 Apparatus Fleet Maintenance Services	Invoice	12/13/2024	Apparatus Fleet Maintenance - ECFSS I	050-511-522-60-31-02	256.00 256.00
0567	SNURE LAW OFFICE, PSC NOV2024	24-03463 Monthly Attorney Services (November	Invoice	12/11/2024	Monthly Attorney Services (November	001-512-522-10-41-03	11,728.00 11,728.00
2057	SPRAGUE PEST SOLUTIONS 5653257 5653258 5653259 5653260 5653265 5653266	24-03464  Monthly Pest Control Services - ST 73  Monthly Pest Control Services - ST 82  Monthly Pest Control Services - ST 83  Monthly Pest Control Services - ST 81  Monthly Pest Control Services - ST 32  Monthly Pest Control Services - ST 31	Invoice Invoice Invoice Invoice Invoice	12/09/2024 12/07/2024 12/07/2024 12/07/2024 12/07/2024 12/07/2024	Monthly Pest Control Services - ST 73 Monthly Pest Control Services - ST 82 Monthly Pest Control Services - ST 83 Monthly Pest Control Services - ST 81 Monthly Pest Control Services - ST 32 Monthly Pest Control Services - ST 31	001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00	721.33 121.01 120.02 120.02 120.02 120.13 120.13
2182	SUBMERSIBLE SYSTEMS, INC. 0172662-IN	24-03465 New Spare Air units	Invoice	11/26/2024	New Spare Air units and large volume	001-514-522-20-31-09	7,119.85 7,119.85
2415	SUPERIOR SEPTIC SERVICE, LLC 22503008 22537682 22556126	24-03466 Septic Tank Maint.(Pumped 1720gl/Tal Septic Tank Maint. (Pumped 1000gl/75 Septic Tank Maint. (Pumped 1000gl) - !	Invoice	11/27/2024 12/09/2024 12/13/2024	Septic Tank Maint. (Pumped 1720gl/Ta Septic Tank Maint. (Pumped 1000gl/75 Septic Tank Maint. (Pumped 1000gl) - :	001-507-522-50-48-00	3,681.39 1,305.80 1,246.04 1,129.55
0587	SYSTEMS DESIGN WEST, LLC 20242356	24-03467 EMS Transport Billing Monthly Services	Invoice	12/10/2024	EMS Transport Billing Monthly Service:	001-509-522-20-41-05	11,463.53 11,463.53
1666	TACTRON, INC. 24-868	24-03468 Helmet Side Shield 3MRHS Sewn Recta	Invoice	08/28/2024	Helmet Side Shield 3MRHS Sewn Recta	001-504-522-20-48-11	147.31 147.31
1624	TK ELEVATOR CORPORATION 3008215430	24-03469 Elevator Maintenance (DEC/JAN'25/FE	Invoice	12/01/2024	Elevator Maintenance - Admin Bldg	001-507-522-50-48-00	896.58 896.58
0603	TOWN & COUNTRY TRACTOR INC 208120	24-03470 Chain Saw Sharpening Service (x13) - A	Invoice	11/13/2024	Chain Saw Sharpening Service (x13) - A	001-506-522-45-49-23	213.34 213.34
0613	TYLER COMPTON INV12600	24-03471 Tuition Reimb. (Fall 2024- 8/12-1201/2	Invoice	12/06/2024	Tuition Reimb. (Fall 2024- 8/12-1201/2	001-506-522-45-49-10	1,157.06 1,157.06
0622	UNITED PARCEL SERVICE 000042W7X8474	24-03472 Freight Charges (Shop)	Invoice	11/23/2024	Freight Charges (Shop)	050-511-522-60-34-01	33.72 33.72

### Docket of Claims Register APPKT01747 - 12.19.2024 Board Meeting ER

Docket of Claim	is negister					APPRIU1/4/ - 12	19.2024 Board Weeting En
	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0624	US BANK	24-03473					42,121.56
	USBANK-NOV24	District Credit Card Charges - NOVEMB	Invoice	11/25/2024	Airport Parking at SeaTac-OIQ Conf(Ra	001-507-522-50-43-00	148.00
					APC Battery - Schneider Electric	001-513-522-10-35-00	241.70
					Apparatus Placards (Ardor Printing)	001-513-522-20-48-01	80.93
					Banquet Invitations (Canva)	001-502-522-10-49-07	105.00
					BARS Cash Webinar Registration - Ruiz	001-503-522-45-49-02	125.00
					Bear Claw knife with Sheath x 24 (CRK	001-514-522-20-35-04	1,785.41
					Belt Buckle Screws - Ace	001-504-522-20-31-07	21.84
					Block Training Midwest Fasteners (McI	001-506-522-45-35-00	9.14
					Block Training Prep and Set Up (Home	001-506-522-45-35-00	205.18
					Block Training Supplies (Home Depot)	001-506-522-45-35-00	212.25
					Block Trn Midwest Fasteners & Poly Fil	001-506-522-45-35-00	111.45
					Calendar Wiz Monthly Payment	001-513-522-10-49-04	29.00
					Car Fire Blankets-Darley	001-504-522-20-35-00	3,709.20
					Car Fire Blankets-Darley(additional cha	001-504-522-20-35-00	9.31
					Chair for Logistics (Tim) (Costco)	001-507-522-50-31-00	161.76
					Checks for A/P 1,000 (Tyler Business Fo	001-502-522-10-31-00	164.10
					Checks for A/P 4,000 (Tyler Business Fo	001-502-522-10-31-00	957.05
					Class 24-02 Recruit Guidon Flag (Etsy)	001-506-522-45-31-03	38.24
					Coffee & Snacks Battalion Chiefs Mtg(S	001-504-522-20-31-01	61.02
					Coffee for Leadership Meeting (Starbu	001-502-522-10-49-06	43.76
					Commendations for banquet 2025 (Ea	001-502-522-10-49-07	624.05
					Custom Embroidery for coat in shop (S	050-511-522-60-31-01	17.49
					Dewalt 20V Cordless 21 Degree Nailer	001-506-522-45-35-00	326.81
					Diesel Fuel for Surplus Vehicle (Chevro	001-507-522-50-47-03	9.00
					Dispoabale Plates, Lysol Wipes (Costco	001-507-522-50-31-00	25.95
					EMS Offsite Planning Meeting - First&l	001-509-522-20-49-04	134.80
					Exit Light Battery-Station 82	001-507-522-50-48-00	31.37
					Fall Comex Dinner-Andreas Keller	001-506-522-45-43-00	849.83
					Fall Comex Dinner-Visconti's Italian 11,	001-506-522-45-43-00	1,309.98
					Fall Commex Supplies - Target	001-502-522-10-49-06	79.75
					FDIC Int'l Conference Registration 2025	001-506-522-45-49-02	652.00
					Fire Inspector Boot Camp Registration-	001-505-522-45-49-02	450.00
					Fruit Snacks for Fall Harvest - Target	001-515-522-30-31-01	24.97
					FTA Decon Shamp & Body Wash - REFL	001-506-522-45-49-23	-395.00
					FTA Decon Shamp & Body Wash - REFL	001-506-522-45-49-23	-985.99
					FTA Decon Shamp & Body Wash(Elavat	001-506-522-45-49-23	985.99
					FTA Decon Shamp & Body Wash(Eleva	001-506-522-45-49-23	1,138.96
					Gatorade Thirst Quencher 96 ct - ST 31	001-504-522-20-31-01	123.58
					Gatorade Thirst Quencher 96 ct-ST 82-	001-504-522-20-31-01	123.47
					General Purpose Wheel Chocks-E31-(J	001-504-522-20-35-00	179.51
					Glacier West Storage H81	001-507-522-50-45-00	156.00
					Government Jobs-AP/AR Specialist Pos	001-502-522-10-44-00	125.00
					•		

### Docket of Claims Register APPKT01747 - 12.19.2024 Board Meeting ER

	Vendor Name	Docket/Claim #					Dayment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
	USBANK-NOV24	District Credit Card Charges - NOVEMB	Invoice	11/25/2024	Harvest Fest Candy & other events	001-515-522-30-31-01	159.92
					Heart Code PALS x 1 (Shop CPR)	001-509-522-45-49-02	183.79
					Heart Code PALS x 2 (Shop CPR)	001-509-522-45-49-02	367.58
					High Visibility Jackets for Shop x 8	050-511-522-60-31-01	995.56
					Hood Class Registration - Dahl	001-505-522-45-49-02	195.00
					Hood Class Registration - LeDuc	001-505-522-45-49-02	195.00
					Hood Class Registration - Schwartz	001-505-522-45-49-02	195.00
					Hood Class Registration - Stupey	001-505-522-45-49-02	195.00
					Hood Class Registration-Bowen	001-505-522-45-49-02	195.00
					Hotel for FDIC 2025-T Compton (Marri	001-506-522-45-43-00	2,914.47
					Hotel for FDIC in April 2025-Joe Basta	001-506-522-45-43-00	2,966.07
					Hotel for WFCA O'Brien (The Davenpoi	001-506-522-45-43-00	641.03
					Hotel for WFCA-REFUND-Hotel Indigo	001-502-522-10-41-01	-131.80
					Hotel OIQ Conference-Marriott(Rasmu	001-507-522-50-43-00	636.18
					Hotel WA State Assoc of Fire Marshals-	001-505-522-30-43-00	122.54
					Huddle Room Monitor (Costco)	001-513-522-10-35-00	393.47
					Internet for Apartment in Ellensburg-S	001-506-522-45-49-37	178.93
					Joint Agency Lunch w/South County - I	001-502-522-10-49-06	56.23
					Kirkland Bottled Water for ST 31 (Costo	001-504-522-20-31-01	481.35
					Lake Stevens November Chamber Lunc	001-502-522-10-49-06	50.00
					Lake Stevens November Chamber Lunc	001-502-522-10-49-06	60.00
					Lake Stvns Best Storage C54 and C60	001-507-522-50-45-00	150.00
					Laminating Film - GIS - Lamination Dep	001-516-522-30-31-00	229.48
					Levitan Practical Airway Course-HIS Ce	001-509-522-45-49-02	2,295.00
					Light Switch for ST 77 (Lowe's)	001-507-522-50-48-00	6.32
					Liquid IV Hydration for ST 31 (Costco)	001-504-522-20-31-01	299.90
					Loader Rental REFUND (Sound Equipm	001-506-522-45-35-00	-190.95
					Logistics Supplies - REFUND (Home De	001-507-522-50-35-00	-74.90
					Logistics Supplies (Home Depot)	001-507-522-50-35-00	111.25
					Lotus Tech Pack x 10 (CMC PRO)	001-514-522-20-35-04	2,286.46
					Lunch FF/PM Lateral Interviews (Ixtapa	001-503-522-10-49-06	26.93
					Lunch for FF/PM Chief's Interviews (Th	001-503-522-10-49-06	189.66
					Lunch Lateral FF Interviews (Maltby Piz	001-503-522-10-49-06	163.47
					Mastering Fireground Command x 8 - /	001-506-522-45-34-00	691.44
					MasterPark at SeaTac (O'Brien)	001-506-522-45-43-00	87.49
					Material for block training at RLB (Low	001-506-522-45-31-03	556.63
					Mens Coat for Awards (Coastal)	001-502-522-10-49-07	187.85
					Met 7/16x1-3/4In CON for Training(Lo	001-506-522-45-49-23	92.88
					Microsoft 365 monthly subscription ch	001-513-522-10-49-04	15.32
					Misc Office Supplies-Training- (McDani	001-506-522-45-31-03	19.64
					Misc Training Supplies-BINS (Home De	001-506-522-45-35-00	221.35
					Monitor for OFM office (Costco)	001-507-522-50-35-00	393.47
					Monroe November Chamber Luncheoi	001-502-522-10-49-06	112.00

	Vendor Name	Docket/Claim #					Payment Amount
Vendor#	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	<b>Distribution Amount</b>
	USBANK-NOV24	District Credit Card Charges - NOVEMB	Invoice	11/25/2024	Monroe Rotary Dues	001-502-522-10-49-01	100.00
					MRSC Rosters	001-502-522-10-49-01	135.00
					NASP Membership - McConnell	001-510-522-20-49-01	195.00
					NeoGov Hotel REFUND (Harrah's)	001-503-522-10-43-00	-241.73
					OIQ Conference-Reece-Marriott	001-507-522-50-43-00	636.18
					Parking Receipt from Harborview-man	001-509-522-20-49-04	4.00
					Petzl Bucket 30 Rope Bag-Yellow(GME	001-514-522-20-35-04	153.05
					Propane \$3.45/gallon (Chevron)	001-504-522-20-32-00	39.53
					Removal of Old Paint (Sno County Pub	001-507-522-50-31-00	10.00
					Screen Connect License	001-513-522-10-49-04	2,087.35
					Sheathing Panels x 68 (Home Depot)	001-506-522-45-31-03	1,167.81
					Shield-WEB 4" Passport (Conway Shiel	001-505-522-30-35-00	95.73
					Shockproof Case for iPad x 2 (Amazon)	050-511-522-60-34-01	53.80
					Silverware for Logistics (Walmart)	001-507-522-50-31-00	46.46
					Sky Valley November Chamber Meetin	001-502-522-10-49-06	30.00
					Small Tools for E82 - REFUND (911 Em	001-507-522-50-35-00	-45.98
					Small Tools for E82 (911 Emergency Su	001-504-522-20-35-00	81.09
					Snacks & Coffee for hiring committee r	001-504-522-20-31-01	35.42
					Snacks for lateral FF/PM Interviews (Sa	001-503-522-10-49-06	27.34
					Snacks for Leadership Mtg @ 31 (Costo	001-502-522-10-49-06	95.64
					Snacks for recruiting committee works	001-504-522-20-31-01	26.35
					Snacks for Run Review - QFC	001-509-522-20-49-04	16.75
					Sno-Isle Commissioner Dinner we host	001-501-522-10-49-04	5.47
					Sno-Isle Commissioner Dinner we host	001-501-522-10-49-04	20.57
					Sno-Isle Commissioner Dinner we host	001-501-522-10-49-04	88.92
					Sno-Isle Commissioner Dinner we host	001-501-522-10-49-04	239.62
					Survey Monkey Annual Plan	001-502-522-10-41-01	510.59
					Training Class / Test Prep - Quevedo (H	001-503-522-45-49-02	1,310.00
					Training trailer Halligans (Two Devils To	001-506-522-45-35-00	646.00
					Tulalip Resort Refund	001-506-522-45-43-00	-411.96
					TV Purchase to Replace Damaged TV (	001-507-522-50-35-00	513.70
					Utility Harness (CMC)	001-504-522-20-35-00	126.24
					Vehicle Chrgr CA Energy Certified (49e	001-504-522-20-31-01	414.95
					WA DOL - Spartan E2401	001-502-522-10-49-06	63.50
					Water Can Parts (Fire Safety Supply)	001-504-522-20-48-02	447.01
					Water Cooler Rental (Crystal)	050-511-522-60-31-04	94.29
					WSP Background Check	001-503-522-10-49-06	11.00
					WSP Background Checks	001-503-522-10-49-06	55.00
					WSP Background Checks	001-503-522-10-49-06	110.00
2094	VENDNOVATION, LLC	24-03474					1,312.80
	2024-002957	EMS Dispeser Annual Software Licn Rn	Invoice	12/09/2024	EMS Dispeser Annual Software Licn Rn	001-509-522-20-49-02	1,312.80

### APPKT01747 - 12.19.2024 Board Meeting ER

		-0						
	dor#	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number D	Payment Amount Distribution Amount
0633	3	VERIZON WIRELESS SERVICES LL(	24-03475					15.25
		9978788881	District Cell Phones	Invoice	11/15/2024	District Cell Phones - Fire	001-513-522-10-42-00	15.25
0040	0	VESTIS	24-03476					71.08
		6560488691	Shop Supplies/Uniform Rental/Laundn	Invoice	12/12/2024	Shop Supplies/Uniform Rental/Laundr	050-511-522-60-41-04	71.08
0653	1	WAVE	24-03477					900.80
		129266301-0011202	Fiber Optic Connection - ST 72	Invoice	12/16/2024	Fiber Optic Connection - ST 72	001-513-522-50-42-01	900.80
0653	1	WAVE	24-03478					8,023.39
		132631801-0011202	Fiber Optic Connection - County (Rocke	Invoice	12/01/2024	Fiber Optic Connection & Cable/TV Sei	001-513-522-50-42-01	8,023.39
						Total Claims: 86	Total Payment Am	ount: 742,240.59

12/18/2024 9:33:56 AM Page 11 of 11

# **Snohomish Regional Fire and Rescue Claims Voucher Summary**

Page 1 of 3

Fund: General Fund #00	Fun	id: Gen	eral F	hnu	#00
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We the undersigned Board	of Directors of the ab	ove-named gover	nmental unit do h	ereby certify th	at the merchandise
or services hereinafter spec	ified have been recei	ved and that the	ouchers identifie	d below are app	roved for payment.

Date:	Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-03393	ACROSS THE STREET PRODUCTIONS		385.00
24-03394	ALL BATTERY SALES AND SERVICE		179.08
24-03395	AMAZON CAPITAL SERVICES, INC		6,584.94
24-03396	APPLIANCE MECHANIC		339.89
24-03397	AT&T MOBILITY - CC		530.21
24-03398	AXTHELM CONSTRUCTION, INC.		23,149.97
24-03399	BOUND TREE MEDICAL, LLC		3,794.13
24-03400	BRANDON FAIRHURST		13.00
24-03401	BRANDON VARGAS		932.40
24-03402	BRAUN NORTHWEST INC		170,531.40
24-03403	CAMERON MAIN		118.14
24-03404	CANON FINANCIAL SERVICES INC		1,326.31
24-03405	CDW GOVERNMENT LLC		2,177.06
24-03406	CENTRAL PARK APARTMENTS ON HELENA LLC		1,526.50
24-03407	CENTRAL WELDING SUPPLY		532.06
24-03408	CHRISTENSEN, INC		629.30
24-03409	CITY OF MONROE		538.26
24-03410	CITY OF MONROE		163.46
24-03411	CITY OF MONROE		799.17
24-03412	CITY OF MONROE		37.28
24-03413	COMCAST		749.98
24-03414	CONCENTRA MEDICAL CENTERS		1,537.00
24-03415	COURIERWEST		2,190.80
24-03416	CRESSY DOOR COMPANY, INC		12,969.17
24-03417	CROSS VALLEY WATER DISTRICT		333.01
24-03418	CROWN FIRE PROTECTION		1,472.84
24-03419	DONNA BRESKE & ASSOCIATES, LLC		4,057.08
24-03420	EAGLE ENGRAVING, INC.		287.95
24-03421	EAST COAST RESCUE SOLUTIONS		11,380.00
24-03422	ELECTRONIC BUSINESS MACHINES		10.22
24-03423	ELITE PUBLIC SAFETY CONSULTING		6,042.21

Page Total

**Cumulative Total** 

255,317.82

255,317.82

# **Snohomish Regional Fire and Rescue Claims Voucher Summary**

Page 2 of 3

F	und:	Genera	l Fund	#001

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

Date:	Sign	natures:

Voucher	Payee/Claimant	1099 Default	Amount
24-03424	ELSA SEXTON		824.97
24-03425	FASTFIELDFORMS		1,026.61
24-03426	FIRST RESPONSE MENTAL HEALTH INC.		13,050.00
24-03427	GALLS, LLC		1,233.58
24-03428	GME SUPPLY COMPANY		798.24
24-03429	GRAINGER		3,994.94
24-03430	GW 42 INC		4,006.78
24-03431	IMS ALLIANCE		34.37
24-03432	ISA QUEVEDO		119.71
24-03433	JUSTIN SWIFT		1,300.35
24-03434	KELSEY AYER		1,776.26
24-03435	KEVIN O'BRIEN		301.00
24-03436	KNIGHT DEFENCE, LLC		10,999.00
24-03437	LAKE STEVENS ATHLETIC CLUB		109.00
24-03438	LES SCHWAB WAREHOUSE CENTER		22.93
24-03439	LOWE'S		1,689.24
24-03440	MARIA RICHMOND		466.20
24-03441	MATTRESS FIRM, INC		1,578.57
24-03442	MEDICAL EDUCATION AND TRAINING INDUSTRIES, LLC		7,500.00
24-03443	MICHAEL MCCONNELL		496.19
24-03444	MOBILE HEALTH RESOURCES		1,155.00
24-03445	MUNICIPAL EMERGENCY SERVICES, INC.		20,743.93
24-03446	NORTHWEST PROPANE LLC		563.24
24-03447	OAC SERVICES, INC.		39,415.78
24-03448	ODP BUSINESS SOLUTIONS, LLC		844.07
24-03449	OTTO ROSENAU & ASSOCIATES, INC.		4,321.00
24-03450	PETROCARD, INC.		1,492.62
24-03451	PR LIFTING LLC		1,157.07
24-03452	REHN & ASSOCIATES		28.00
24-03453	RICE FERGUS MILLER, INC.		40,890.22
24-03454	RICK EDWARDS		220.00

Page Total	162,158.87
<b>Cumulative Total</b>	417,476.69

## Snohomish Regional Fire and Rescue Claims Voucher Summary

Page 3 of 3

Fund: General Fund #001	Fund:	General	Fund	#001
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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:		
		<del></del>	

Voucher	Payee/Claimant	1099 Default	Amount
24-03455	RICOH USA, INC.		94.72
24-03456	SEA-WESTERN INC		14,109.25
24-03457	SIMPLE BOX EVERETT, LLC		6,209.65
24-03458	SKY POWER WASH		1,498.89
24-03459	SNOHOMISH COUNTY FIRE DISTRICT #4		12,500.00
24-03460	SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICI		540.00
24-03461	SNOHOMISH REGIONAL FIRE & RESCUE		199,948.40
24-03462	SNOHOMISH REGIONAL FIRE & RESCUE		256.00
24-03463	SNURE LAW OFFICE, PSC		11,728.00
24-03464	SPRAGUE PEST SOLUTIONS		721.33
24-03465	SUBMERSIBLE SYSTEMS, INC.		7,119.85
24-03466	SUPERIOR SEPTIC SERVICE, LLC		3,681.39
24-03467	SYSTEMS DESIGN WEST, LLC		11,463.53
24-03468	TACTRON, INC.		147.31
24-03469	TK ELEVATOR CORPORATION		896.58
24-03470	TOWN & COUNTRY TRACTOR INC.		213.34
24-03471	TYLER COMPTON		1,157.06
24-03472	UNITED PARCEL SERVICE		33.72
24-03473	US BANK		42,121.56
24-03474	VENDNOVATION, LLC		1,312.80
24-03475	VERIZON WIRELESS SERVICES LLC		15.25
24-03476	VESTIS		71.08
24-03477	WAVE		900.80
24-03478	WAVE		8,023.39

Page Total	324,763.90
<b>Cumulative Total</b>	742,240.59



### **Payroll Summary and Authorization Form for the:**

### 12/15/2024 Payroll

REGIONAL		
	fy that the foregoing payroll is, just, true and correct, the amounts are actually due, and that the salary warran	nat the persons whose names appear theron actually performed lab ts and related benefit warrants shall be issued.
District Name:	Snohomish Regional Fire & Rescue	
Direct Deposits:		
Paper Checks:	\$1,229.04	
	\$306,242.50	<u>_</u>
Allowed in the sum of:	\$1,373,780.80	
Reviewed by:	Brandon Vargas  District Administrative Coordinator	_
Prepared by:	Crick Raminez Payroll Specialist	_
Approved by Commissioners:		



### BOARD OF FIRE COMMISSIONERS MEETING MINUTES 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**

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

#### **PUBLIC COMMENT**

N/A

### **UNION COMMENT**

N/A

### **CHIEF'S REPORT**

As presented. Chief O'Brien reminded everyone of the Real Heroes Breakfast scheduled for 7:30am tomorrow morning at Tulalip. We also have our Graduation Ceremony tomorrow evening, 5pm at the Stanwood High School Performing Arts Center. It will be great to see our recruits graduate. He also thanked GIS Coordinator Elsa Sexton and team for going above and beyond with correcting a property address for family that is expecting a baby. Additionally we have some great things going on with capital facilities. The Shop had garage doors installed, and we are still on track for a January completion; regarding Stations 32 & 81 our committees toured the new Bothel Fire Stations 42 & 45 for reference as we work on the design our stations; and regarding Station 72 we are monitoring the repair to the tank. Chief O'Brien thanked our responders and team for their great work.

### **COMMISSIONER REPORTS**

Capital Facilities Committee – Commissioner Steinruck commented that in addition to what Chief O'Brien has shared, they discussed their next project priorities, an updated Capital Facilities Plan, and they discussed the upcoming Design Conference in May. Their next meeting will be on January 28th.

Sno-Isle Commissioners – Vice Chairman Fay commented that their topic was elections, and the last Saturday in January will be their Sno-Isle Banquet at Shaun O'Donnell's.

Policy Committee - Commissioner Schaub commented that they met earlier today and reviewed six additional policies.



#### **COMMITTEE MEETING MINUTES**

N/A

### **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

### Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Gagnon and 2nd by Commissioner Steinruck.

On vote, Motion carried 6/0.

#### **OLD BUSINESS**

#### Discussion

Snohomish County EMS Draft ILA Discussion

Chief O'Brien commented that Commissioner Waugh played a big part in creating the Snohomish County EMS ILA.

Assistant Chief Lundquist commented that we had originally budgeted \$255,000, and we ended up going with the option for \$192,545.32.

Chairman Elmore commented he would like to see Chief O'Brien have a seat at the board and the Commissioners agreed.

#### Action

2024 Budget Amendment #3

### Motion to approve the 2024 Budget Amendment #3 as submitted.

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

On vote, Motion carried 6/0.



#### Medic Unit Purchase

#### Motion to approve the Medic Unit Purchase as submitted.

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

On vote, Motion carried 6/0.

### **Engines & Ladder Purchase**

Deputy Chief Rasmussen commented that the medic units will take approximately 500 days and the engines will take approximately 800-875 days.

### Motion to approve the Engines and Ladder Purchase as submitted.

Motion by Commissioner Steinruck and 2nd by Commissioner Edwards.

On vote, Motion carried 6/0.

Chief O'Brien thanked Deputy Chief Rasmussen and the team for their hard work on this.

#### 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

Motion to approve Policies 313, 314, 316, 321, 801, 802, 913, 1003, 1006, 1007, 1100, and 1103 as submitted.

Motion by Commissioner Schaub and 2nd by Commissioner Steinruck.

On vote, Motion carried 6/0.

#### **NEW BUSINESS**

### Discussion

**Board 2025 Chair Appointment** 

The Board agreed to nominate Commissioner Elmore to continue as Board Chair.

The Board agreed to nominate Commissioner Fay to continue as Vice Chair.

There were no additional nominees.



### 2025 Delegate Physician Contract

Chief O'Brien commented that this is the same contract as we had last year, with the exception of the date. He is great to work with and we are pleased with his performance.

### Intergovernmental Committee Discussion

Chief O'Brien commented that he and Chief Waller and Chief Eastman are meeting on a monthly basis. We do have some interest with our commissioners and our first meeting will be February 24th at Snohomish Fire District #4 HQ.

#### Action

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

Motion to approve Resolution 2024-17 MRSC Small Public Works, Consultant and Vendor as submitted. Motion by Chairman Elmore and 2nd by Vice Chairman Fay.

On vote, Motion carried 6/0.

#### Resolution 2024-18 Changing Regular Meeting

Chief O'Brien commented that we would like to change the December 23 Commissioner Meeting to December 19.

### Motion to approve Resolution 2024-18 Changing Regular Meeting as submitted.

Motion by Chairman Elmore and 2nd by Commissioner Steinruck.

On vote. Motion carried 6/0.

### **GOOD OF THE ORDER**

Commissioner Gagnon commented that he has sent the chair a letter of resignation, effective at the end of this year. He thanked the staff, the commissioners, the chief, and the unions, and commented that everyone has been great to work with.

#### 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

Chairman Elmore called for an Executive Session to begin at 1800 hours for 45 minutes, with no decision to follow. Chairman Elmore extended the Executive Session for 40 minutes. Chairman Elmore resumed the regular Board of Commissioners Meeting at 1925 hours and announced that there is no decision at this time.



### **ADJOURNMENT**

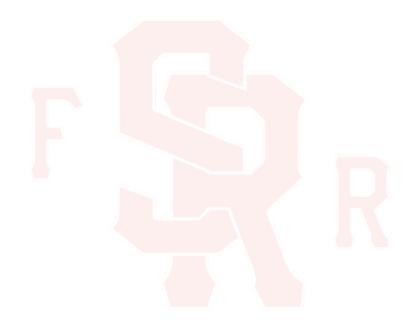
Chairman Elmore adjourned the meeting at 1925 hours.

Snohomish Regional Fire & Rescue	
Commissioner Rick Edwards	
 Chairman Troy Elmore	Commissioner Jim Steinruck
Vice Chairman Randy Fay	Commissioner Roy Waugh
Commissioner Paul Gagnon	



# **OLD BUSINESS**

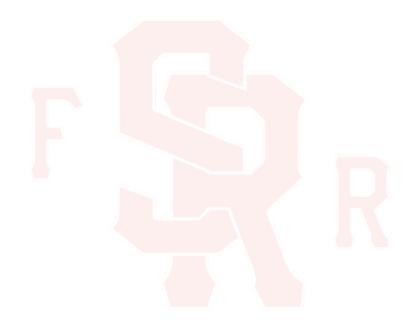
**DISCUSSION** 





# **OLD BUSINESS**

**ACTION** 





**Initiative Name:** 

Snohomish County EMS Agency ILA

### 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.

Executive member re	esponsible for guidir	ng the initiative: The RAB Champion AC Lundquist				
Type of Action:	Type of Action: ☐ Simple 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) Reason RAB must be approved outside of the annual budget process		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.  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.  SCEMSA would be governed by a Board of Directors, composed of seven (7) positions open to member agencies for three (3) year terms.  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).				
Snohomish Regional Fire and Rescue would be assessed \$192,545.32 for 2025.						
Financial Impact:	Initial amount: \$ \$1 Long-term annual a Currently Budgeted Budget Amendmen	rease				

Risk Assessment	: Risk	Risk if approved:					
	Risk	Risk if not approved:					
Legal Review:	<ul> <li>□ Initiative conforms with District policy/procedure number (attach):</li> <li>☑ Initiatives that require legal review (contracts, other initiatives):</li> <li>• Contracts</li> <li>• Has been reviewed and approved by legal</li> <li>• Includes all costs</li> <li>• Includes term</li> <li>• Includes 'do not exceed' language</li> <li>□ N/A</li> </ul>						
D	al A.a	- d b C: C+-#	<b>5</b> 7 Va				
Presented to, an	a Approve	ed by, Senior Staff	f ☑ Yes	s 🗆 No			
Initiative presented to commissioner sub-committee: ☐ Yes ☐ No Approved by commissioner sub-committee: ☐ Yes ☐ No N/A: ☐							
For Fire Chief Approval:  ☑ RAB document complete			nt complete				
		☑ Supporting do	ocumentation att	ached			
☐ Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy L			Mindy Leber)				
Fire Chief will approve and distribute by email to the Board of Commissioners – champion/senior staff will be cc'd on the email distribution							
Fire Chief will coordinate with Senior Staff for RAB introduction			duction				
		I					
Champion: Confi	rmed ema	ail sent to Board b	y Fire Chief	□ Y€	es 🗆	No	
Board of Fire Commissioners	1. S 2. I		val to move forwand to the apposite of the app	ard to a comr propriate com al commission r assigned to	nmittee fo ner meeti develop t	or review ng as a Discus the initiative (1	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

Assessed Value (Per \$1,000) of All Member Agencies
 Assessment Rate

Assessment Rate

- Assessed Value (Per \$1,000) of Member Agency
  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:

Total Assessed Value of All Other Member Agencies

- ÷ Number of Credentialed Employees of All Other Member Agencies
- x Number of Credentialed Employee of Member Agency
  Assessed Value by Member Agency by Credentialed Employee

### **PLUS**

Total Assessed Value of All Other Member Agencies

- Number of Fire/EMS Calls for Service of All Other Member Agencies
- x Number of Fire/EMS Calls for Service of Member Agency
  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.

PAINE FIELD AIRPORT FIRE DEPARTMENT	SNOHOMISH COUNTY FIRE DISTRICT NO. 19
Joshua Cole, Fire Chief Date:	Keith Strotz, Fire Chief Date:
EVERETT FIRE DEPARTMENT	SNOHOMISH COUNTY FIRE DISTRICT NO. 21
Dave DeMarco, Fire Chief Date:	Chad Schmidt, Fire Chief Date:
MARYSVILLE FIRE DEPARTMENT	SNOHOMISH COUNTY FIRE DISTRICT NO. 22 (GETCHELL FIRE DEPARTMENT)
Ned Vander Pol, Fire Chief Date:	Travis Hots, Fire Chief
MUKILTEO FIRE DEPARTMENT	Date:
Glen Albright, Fire Chief Date:	SNOHOMISH COUNTY FIRE DISTRICT NO. 24 (DARRINGTON FIRE DISTRICT)
NORTH COUNTY REGIONAL FIRE AUTHORITY	Joel Johnson, Fire Chief Date:
John Cermak, Fire Chief Date: SNOHOMISH COUNTY FIRE DISTRICT NO. 4	SNOHOMISH COUNTY FIRE DISTRICT NO. 25 (OSO FIRE DEPARTMENT)
Day Walley Fire Object	Wilie Harper, Fire Chief Date:
Don Waller, Fire Chief Date:	SNOHOMISH COUNTY FIRE DISTRICT NO. 26 (SKY VALLEY FIRE)
	Eric Andrews, Fire Chief Date:

SNOHOMISH COUNTY FIRE DISTRICT NO. 5	
	SNOHOMISH COUNTY FIRE DISTRICT NO. 27
Seth Johnson, Fire Chief Date:	
SNOHOMISH COUNTY FIRE DISTRICT NO. 15 (TULALIP BAY FIRE DEPARTMENT)	Mike Worthy, Fire Chief Date:
	SNOHOMISH REGIONAL FIRE AND RESCUE
Ryan Shaughnessy, Fire Chief Date:	Kevin O'Brien, Fire Chief Date:
SNOHOMISH COUNTY FIRE DISTRICT NO. 16 (LAKE ROESIGER FIRE DEPARTMENT)	SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
Scott Anderson, Fire Chief Date:	Bob Eastman, 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	

#### **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 Gary Lingel

2801 Oakes Ave 1115 Seeman Street

Everett, WA 98201 P.O. Box 1238

Darrington, WA 98241

Shaughn Maxwell Joe Hughes

12425 Meridian Avenue South 12425 Meridian Avenue South

Everett, WA 98208 Everett, WA 98208

Roy Waugh Don Waller 163 Village Court 1525 Avenue D Monroe, WA 98272 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:
- I. 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. <u>Composition</u>.

- (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:

- 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. <u>Conditions for Serving as a Director</u>.

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. <u>Meetings by Telephone Conference</u>.

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. <u>Limitations</u>.

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. <u>Powers and Duties</u>.

- (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. <u>Delegation of Powers and Duties</u>.

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. <u>Composition</u>.

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. <u>TAC Purpose</u>.

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 fiftyone 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 / SUBCOMMITEES

#### 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.

DATED this

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.

2025

day of

day or, 2020	•		
	Attest:		
		, President	

# **EXHIBIT C**

# Budget

	Description	2024 (SCEMS)	2025 (Proposed)
Income		T	1
	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 Assessm	\$959,208	
	Operational Reserve Starting Balance		\$100,000

#### **EXHIBIT D**

### **Funding Plan**

### Assessment Rate - \$0.00461258 per \$1,000

		2023 Assessed	Percentage
	2025	Value	of Total
	Assessment	(Collected in	Assessment
Member Agency	Share	2024)	(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		

<sup>\*</sup> 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.

<sup>\*\*</sup> Snohomish County Fire District No. 23 merged into Snohomish County Fire District No. 17 effective January 1, 2023.

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

Gold Bar WA 98251

District No. 26 (Sky Valley

Fire)

**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 DATE: NOVEMBER 26, 2024

**EXECUTIVE DIRECTOR** 

FROM: MATT T. PAXTON

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. 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:

Approved Assessment

÷ Assessed Value<sup>2</sup> (Per \$1,000) of All Member Agencies

**Assessment Rate** 

Assessment Rate

x Assessed Value (Per \$1,000) of Member Agency

**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 agencies<sup>3</sup> 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.

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> 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).

<sup>&</sup>lt;sup>3</sup> 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.<sup>4</sup> 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-

<sup>&</sup>lt;sup>4</sup> 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.<sup>5</sup> 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** 

<u>Disclaimer</u>: 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.

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<sup>&</sup>lt;sup>5</sup> The existing SCEMS may decide to dissolve as a nonprofit, while continuing to operate as an independent council.





# 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	Final draft ILA distributed to Fire Chiefs for agency legal review.		
November 15, 2024	Agency legal review comments/edits due back to JTF.	$\checkmark$	
December 1, 2024	<ul> <li>Final JTF packets distributed to all agencies, includes:</li> <li>Legislative ILA</li> <li>ILA executive summary</li> <li>ILA FAQs</li> <li>Slide deck for governance presentations</li> </ul>	$\checkmark$	
December, 2024	<ul> <li>Distribute SNO911 ILA update (to allow SNO911 to enter an SLA)</li> <li>Draft SNO911 Service Level Agreement (SLA) to house and support the new agency.</li> <li>Existing SCEMS invoices agencies for Q1 2025 at legacy rates.</li> </ul>		

	<ul> <li>Agencies submit new EMS agency ILA to their legislative bodies for consideration and authority to sign.</li> <li>Agencies submit SNO911 ILA update (allowing an SLA) to their legislative bodies for consideration and authority to sign.</li> <li>Signatures begin.</li> </ul>	
January, 2025	<ul> <li>Agency deliberations, signatures continue until standup threshold is met.</li> </ul>	
February, 2025	New agency standup, and incorporation.	
March, 2025	<ul> <li>Initial board meeting to establish caucuses for 2025 board appointments.</li> <li>Initial new agency board meeting.</li> <li>New board completes SNO911 SLA negotiation and agreement.</li> </ul>	
Summer 2025	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.

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 the 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 or 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.



#### **AGREEMENT**

**THIS AGREEMENT,** made and entered into this 1<sup>st</sup> 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.
- 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.

Physician
Matthew Beecroft, MD



# **NEW BUSINESS**

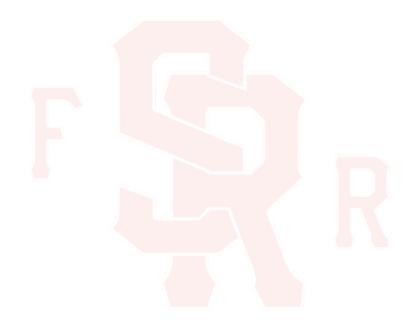
### **DISCUSSION**





# **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: Non-Exempt	Non-Exempt Confidential Personnel Annual COLA Adjustment					
Executive member responsible for	guiding the initiative:	BA Schoof				
Type of Action: ☑ Mo	tion 🗌 Re	esolution				
Initiative Description:	The District curre	The District currently employs six non-exempt confidential personnel in				
<ul> <li>Brief Description</li> </ul>	Human Resource	Human Resources, IT and Administration areas who do not have an				
<ul> <li>Goal of Initiative</li> </ul>		executive contract and are not represented by a labor group. Annually the				
<ul> <li>Initiative Results (delivera</li> </ul>		Board of Fire Commissioners has the opportunity make an adjustment to				
<ul> <li>Connection to Strategic Plan</li> </ul>	wages for these	non-exempt roles.				
<ul> <li>Supporting Documentatio</li> </ul>						
(attach)		There are no requirements to make an adjustment; however, typically an				
<ul> <li>Scope of work</li> </ul>	•	ade for COLA CPI-U from June to June of the previous year;				
<ul><li>Contract(s)</li></ul>		nount would be 3.8% effective January 1, 2025.				
<ul> <li>Project proposal(s</li> </ul>	This PAR is infor	mational for the Board of Fire Commissioners if the Board				
o Presentation(s)	1.1.191	nsider an adjustment for the upcoming year.				
If Financial: Reason RAB m	ust	isider an adjustment for the apcoming year.				
be approved outside of the	9					
annual budget process						
Financial Impact: Expense:		252 F/ N/A				
·   ·	☐ Increase ☐ Decre	•				
Revenue:	☐ Increase ☐ Decre	ase ☑ N/A				
Total amoun	t of initiative (attach am	ount breakdown if applicable): \$				
Initial amour	· · · · · · · · · · · · · · · · · · ·	ount of cardown in applicable). 9				
	nnual amount(s): \$					
201.6 (01.11)						
Currently Bu	dgeted: ☑ Yes	s □ No Amount: \$				
,						
Budget Ame	Budget Amendment Needed: ☐ Yes ☐ No Amount: \$					
• If ye	If yes: Fund(s)/line item(s) to be amended:					
Risk Assessment: Risk if approx	ved: n/a					
Risk if not ap	Risk if not approved: n/a					

Legal Review:	<ul> <li>□ Initiative conforms with District policy/procedure number (attach):</li> <li>□ Initiatives that require legal review (contracts, other initiatives):</li> <li>• Contracts</li> <li>• Has been reviewed and approved by legal</li> <li>• Includes all costs</li> <li>• Includes term</li> <li>• Includes 'do not exceed' language</li> <li>☑ N/A</li> </ul>					
Presented to, an	d Approve	ed by, Senior Staff	₹ ✓ Yes □	] No		
Commissioner Sub-Committee Approval		Initiative presented to commissioner sub-committee: $\square$ Yes $\square$ No Approved by commissioner sub-committee: $\square$ Yes $\square$ No N/A: $\square$				
For Fire Chief Ap	proval:	☑ RAB documer	nt complete			
☑ Information :		Iocumentation attached  sent to Fire Chief, Senior Staff, and Board Support (boardpacket@srfr.org)  ill approve and distribute by email to the Board of Commissioners – RAB  executive/senior staff will be cc'd on the email distribution  ire Chief will coordinate with Senior Staff for RAB introduction				
		111	e cinej wiii coordinate	with Semon Staff	JOI NAB IIILI OUUCLIOII	
RAB Executive: C	Confirmed	email sent to Boa	rd 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  o 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 i	s the resp	onsibility of the R	AB Executive to execut	te implementatio	on, processing, and tracl	ting.



# **EXECUTIVE SESSION**

