

# SNOHOMISH COUNTY FIRE DISTRICT NO. 5

## Commissioners Meeting Agenda

Zoom: <https://us02web.zoom.us/j/240758636>



**January 13, 2025**

### **CALL TO ORDER**

### **APPOINTMENT OF THE BOARD CHAIRPERSON AND VICE CHAIRPERSON**

### **ADDITIONS TO THE AGENDA**

**PUBLIC/STAFF COMMENTS** - (Limited to 3 minutes per person not to exceed 20 minutes overall)

### **CONSENT AGENDA**

- 1) Approval of Minutes of December 9th, 2024
- 2) Approval of Minutes of December 23rd, 2024
- 3) Approval of Payroll January 2025 = \$222,069.42
- 4) Approval of Expense Fund Vouchers #250101001 - #250101044 January 2025= \$148,297.80
- 5) Approval of Capital Project Fund Vouchers #250102001 -#250102002 January 2025= \$1680.22

**CHIEF'S REPORT-** To be presented

### **REPORTS**

Payroll & Vouchers - Chart

Accounts Payable Paid and Capital Projects Payable Paid - January 2025

Fire District #5 Calls

### **OLD BUSINESS**

Type 1 Engine Purchase

SCEMSA ILA

MPD Delegate Agreement Draft

Open Issues / Actions

### **NEW BUSINESS**

PO#2024-3571 Bud Clary Ford – Command Vehicle

**EXECUTIVE SESSION** - Per RCW 42.30.110(g) Performance Review of a Public Employee

### **INFORMATIONAL**

Records Requests – Nothing to Report

### **COMMISSIONER COMMENTS**

### **ADJOURN**



## Board of Commissioners Meeting Minutes

*December 9, 2024*

Chairman Steve Fox called the meeting of the Board of Commissioners to order at 7:00 p.m. at 32905 Cascade View Dr. Station 51 and via Zoom video conferencing. Commissioner Fox, Commissioner Geiger and Commissioner Chase were present. Chief Johnson, Deputy Chief Fulcher, Duros and District Secretary, Cathy Barth, were present. Members of staff were in attendance.

**Additions to Agenda** – Commissioner Chase asked that the first and second topics under Old Business be reversed in order of discussion.

Commissioner Geiger – Added to new business the Chief's annual evaluation.

**Public/Staff Comments** – No comments.

### **Consent Agenda -**

Approval of Minutes for November 8, 2024

Approval of Minutes for November 25, 2024

Approval of Payroll for December 2024 = \$214,701.50

Approval of Expense Fund Vouchers #241201001-#241201037 December 2024 = \$235,042.18

Approval of Capital Projects Fund Vouchers #241202001-#241202002 Dec. 2024= \$4,987.45

Approval of Agency Benefits for November 2024 \$49,836.40

A motion to approve the consent agenda as presented was made by Commissioner Fox, seconded by Commissioner Geiger, and passed unanimously.

**Chief's Report** – See attached.

Discussed was the potential cost of the SCEMS reorganization to the District, if there would be a percentage increase each year, reorganization cost and if the increases would be proportional to its members. Chief Johnson reviewed the potential costs and reported that the agreement is being reviewed by an attorney at this time.

Also discussed were the ramifications of not signing the agreement and what alternatives were available if the District chose not to commit to the agreement.

### **Old Business –**

**Job Position Description – Support Services Officer .5FTE** – Chief Johnson reviewed the job description and position with the requested changes.

Commissioner Geiger expressed his dissatisfaction with certifications set forth in the agreement for a person filling the position of Duty Chief. Stating that a first responder certification did not meet the District's current level of service for a Duty Chief position. He also felt that the person in this position should not be involved in collective bargaining as well as several other aspects of paragraph four of the job description. He stated his opposition to the creation of this position and felt it was an unnecessary expense in the budget. Commissioners Chase and Fox both agreed with Commissioner Geiger's issues and the language in paragraph four regarding Chief Officer related tasks, but overall felt that the Chief would be better at determining the need for the position, the transitional period for the new Deputy Chiefs and the time needed to develop a support officer program.



## Board of Commissioners Meeting Minutes

*December 9, 2024*

### **Old Business – *continued***

#### **Job Position Description – Support Services Officer .5FTE –**

A motion to approve the Support Services Officer position striking paragraph four for a one-year period, was made by Commissioner Fox, and seconded by Commissioner Chase. Commissioner Geiger voted nay. The motion passed.

#### **2025 Budget - Review and Approval -**

The question was raised as to how the part-time pay scale was determined. Also asked was which fund would be used for the purchase of the Pumper truck. Chief Johnson provided an explanation of the calculation procedure for the part-time pay scale and added that the funds for the Pumper would come from the Reserve Fund in 2025 or 2026.

A motion to approve the [2025 Budget View1](#) as presented was made by Commissioner Fox, seconded by Commissioner Geiger, and passed unanimously.

**Open Issues/Actions –** No new actions.

**Apparatus Purchase Update -** Chief Johnson gave a brief update regarding the Apparatus Committees process, research, and timeline. He stated that the time frame is tight, and we are under the gun. Deputy Chief Spence has been organizing conversations with other buyers to aid the District with the specifications for the new truck.

**Open Issues/Actions –** No new actions.

### **New Business –**

#### **Standard Operating Procedures (SOP) – Uniforms and Appearance – **First Reading****

Chief Johnson provided the Commissioners with details about the Uniforms and Appearance policy. Commissioner Chase and Geiger suggested some changes to the policy and asked to see the manual that works in conjunction with the SOP.

Commissioner Fox asked who is responsible for the laundering, pressing and cost associated with having those things done. The Chief replied that uniforms are sent to Monroe on occasion for laundering, alterations, and repairs, at the District's expense.

#### **Standard Operating Procedures (SOP) – Code of Conduct – **First Reading****

The Commissioners discussed that in good faith the Commissioners should follow this policy, who would enforce or take action should one of them breach the code of conduct. The Commissioners all agreed that in their position they are voluntarily adhering to the policy. Suggestions for verbiage, grammatical changes, additions, and clarifications were made.

Commissioner Fox stated that Chief Johnson is now the Snohomish County Fire Chiefs Association liaison to the Sno-Isle Fire Commissioners Association.

### **Commissioner Comments –**

Commissioner Fox stated that he was pleased to say that we had a lengthy discussion tonight about the Job Description and it was a good discussion.



## Board of Commissioners Meeting Minutes

*December 9, 2024*

### **Commissioner Comments – Continued**

Commissioner Chase commented on the same topic: we must agree to disagree, it is never about not getting along after a discussion, everyone is very respectful and willing to listen to each other's opinions and thoughts.

**Evaluation for Chief Johnson** – Chief Johnson will send out the Fire Chief Evaluation template to the commissioners. He asked the Commissioners to submit their suggestions and feedback for questions.

**Adjourn** - Being no further business, a motion to adjourn was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously.

The meeting adjourned at 9:09 p.m.

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Cathy Barth  
District Secretary



## Board of Commissioners Meeting Minutes

**December 23, 2024**

Chairman Steve Fox called the meeting of the Board of Commissioners to order at 7:00 p.m. at 32905 Cascade View Dr. Station 51 and via Zoom video conferencing. Commissioner Fox, Commissioner Geiger and Commissioner Chase were present. Chief Johnson, Deputy Chief Duros and District Secretary, Cathy Barth, were present. Staff members were in attendance.

**Additions to Agenda** – December 2024 Agency Benefits were added to the consent agenda.

**Public Comments** – None.

### **Consent Agenda** –

Approval of Revised Payroll for November - \$207,832.04

Approval of Revised Agency Benefits for November 2024 – \$47,925.31

Approval of the 2025 Board of Commissioners Meeting Calendar

Approval of the 2024 Agency Benefits for December 2024 - \$47,116.46

A motion to approve the consent agenda including the December 2024 Agency Benefits, was made by Commissioner Fox, seconded by Commissioner Geiger, and passed unanimously.

**Chief's Report** – See attached.

### **Old Business** –

#### **Standard Operating Procedures (SOP) Code of Conduct *Draft* – *Second Reading***

A motion to approve the [SOP](#) for Code of Conduct, with the amendment that the document number is to be added by Chief Johnson, was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously.

#### **Standard Operating Procedures (SOP) Uniforms and Appearance *Draft* – *Second Reading***

A motion to approve the [SOP](#) for Uniforms and Appearance with the amendment that the document number is to be added by Chief Johnson, was made by Commissioner Chase, seconded by Commissioner Fox, and passed unanimously.

**Procedure – Uniforms and Appearances** – No actions.

**Open Issues/Actions** – No additions.

### **New Business** –

#### **Resolution 2024-06 Voucher Preapproval Authority -**

A motion to approve [Resolution #2024-07 Voucher Preapproval Authority](#) was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously.

### **Executive Session -**

A motion to recess to Executive Session until 7:30 p.m. per RCW 42.30.110 (g) for the purpose of a performance review of a public employee was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously at 7:25 p.m. Commissioners Fox, Geiger, Chase, and Chief Johnson were in attendance.

At 7:30 p.m. Commissioner Fox told those in attendance that the meeting would need to be extended for an additional five minutes.



## Board of Commissioners Meeting Minutes

*December 23, 2024*

### **Executive Session - Continued**

A motion to extend the Executive Session was made by Commissioner Fox, seconded by Commissioner Geiger, and passed unanimously. The Executive Session resumed at 7:30 p.m.

The Executive Session adjourned at 7:35 p.m. No action was taken. The Regular meeting resumed at 7:35 p.m.

**Memorandum of Understanding (MOU)** - Chief Johnson presented MOU's for the employment contracts for the following Personnel - Duros, Emmy Spence, Jarrod Barth, Cathy, and Young, Lynene. The documents were reviewed by the Commissioners.

A motion to approve the **MOU's for Duros, Spence, Barth, and Young**, was made by Commissioner Fox, seconded by Commissioner Geiger, and passed unanimously.

### **Executive Session-**

A motion to recess to Executive Session until 8:30 p.m. per RCW 42.30.110 (g) for the purpose of a performance review of a public employee was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously at 7:45 p.m. Commissioners Fox, Geiger, and Chase and were in attendance.

The Executive Session adjourned at 8:30 p.m. No actions were taken. The Regular meeting resumed at 8:30 p.m.

**Commissioner Comments** – No Comments.

**Adjourn** - Being no further business, a motion to adjourn was made by Commissioner Fox, seconded by Commissioner Chase, and passed unanimously. The meeting adjourned at 8:35 p.m.

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Cathy Barth  
District Secretary



1/31/2025	Adespya, Andrey S	REGULAR (\$ AMT)		1,645.00	J000579	1100
1/31/2025	Adespya, Andrey S	REGULAR (HRS)	94		J000579	100
1/31/2025	Araujo, Joseph A	HOLIDAY PAY (AMT\$) RET ELIG		1,537.80	J142480	1300
1/31/2025	Araujo, Joseph A	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	30		J142480	300
1/31/2025	Araujo, Joseph A	REGULAR (\$ AMT)		150.00	J142480	1100
1/31/2025	Araujo, Joseph A	REGULAR (\$ AMT)		3,228.35	J142480	1100
1/31/2025	Araujo, Joseph A	REGULAR (HRS)	125.96		J142480	100
1/31/2025	Barth, Cathy L	HOLIDAY PAY (AMT\$) RET ELIG		624.40	J868267	1300
1/31/2025	Barth, Cathy L	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	14		J868267	300
1/31/2025	Barth, Cathy L	REGULAR (\$ AMT)		5,475.54	J868267	1100
1/31/2025	Barth, Cathy L	REGULAR (HRS)	122.77		J868267	100
1/31/2025	Barth, Cathy L	Sick Used \$ (earnings)		133.80	J868267	1805
1/31/2025	Barth, Cathy L	Sick Used Hrs (hours)	3		J868267	805
1/31/2025	Beuschlein, Brandon J	REGULAR (\$ AMT)		3,024.34	J000239	1100
1/31/2025	Beuschlein, Brandon J	REGULAR (HRS)	118		J000239	100
1/31/2025	Beuschlein, Brandon J	REGULAR (\$ AMT)		75.00	J000239	1100
1/31/2025	Bingham, Steven A	REGULAR (\$ AMT)		6,855.68	J523056	1100
1/31/2025	Bingham, Steven A	REGULAR (HRS)	216		J523056	100
1/31/2025	Bingham, Steven A	HOLIDAY PAY (AMT\$) RET ELIG		1,134.00	J523056	1300
1/31/2025	Bingham, Steven A	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	24		J523056	300
1/31/2025	Bingham, Steven A	OT @ 1.5 (\$ AMT)		2,079.00	J523056	1640
1/31/2025	Bingham, Steven A	OT @ 1.5 (HRS)	44		J523056	640
1/31/2025	Bural, Brent R	HOLIDAY PAY (AMT\$) RET ELIG		254.16	J000319	1300
1/31/2025	Bural, Brent R	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	6		J000319	300
1/31/2025	Bural, Brent R	REGULAR (\$ AMT)		3,277.61	J000319	1100
1/31/2025	Bural, Brent R	REGULAR (HRS)	154.75		J000319	100
1/31/2025	Bural, Brent R	REGULAR (\$ AMT)		150.00	J000319	1100
1/31/2025	Corn, Justin G	REGULAR (\$ AMT)		256.30	J606689	1100
1/31/2025	Corn, Justin G	REGULAR (HRS)	10		J606689	100
1/31/2025	Duros, Emily C	REGULAR (\$ AMT)		12,692.50	J917286	1100
1/31/2025	Duros, Emily C	REGULAR (HRS)	150		J917286	100
1/31/2025	Fox, Steve C	REGULAR (\$ AMT)		644.00	J538669	1100
1/31/2025	Friedman, Etta R	HOLIDAY PAY (AMT\$) RET ELIG		307.56	J000529	1300
1/31/2025	Friedman, Etta R	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	6		J000529	300
1/31/2025	Friedman, Etta R	REGULAR (\$ AMT)		4,049.54	J000529	1100
1/31/2025	Friedman, Etta R	REGULAR (HRS)	158		J000529	100
1/31/2025	Fulcher, Jim A	REGULAR (HRS)	112.5		J482503	100
1/31/2025	Fulcher, Jim A	Sick Leave Payoff		2,606.27	J482503	1825
1/31/2025	Fulcher, Jim A	Sick Leave Payoff Hrs	109.83		J482503	825
1/31/2025	Fulcher, Jim A	Sick Used Hrs (hours)	24		J482503	805
1/31/2025	Fulcher, Jim A	Vacation Payoff		8,732.64	J482503	1925
1/31/2025	Fulcher, Jim A	Vacation Payoff Hrs	184		J482503	925
1/31/2025	Geiger, Kelly M	REGULAR (\$ AMT)		322.00	J994315	1100
1/31/2025	Gwilt, Jason D	REGULAR (\$ AMT)		9,822.95	J392317	1100
1/31/2025	Gwilt, Jason D	REGULAR (HRS)	192		J392317	100
1/31/2025	Gwilt, Jason D	OT @ 1.5 (\$ AMT)		3,573.08	J392317	1640
1/31/2025	Gwilt, Jason D	OT @ 1.5 (HRS)	53.25		J392317	640
1/31/2025	Johnson, Seth R	REGULAR (\$ AMT)		13,993.00	J000204	1100
1/31/2025	Johnson, Seth R	REGULAR (HRS)	144		J000204	100
1/31/2025	Olson, Christopher S	REGULAR (\$ AMT)		8,483.90	J000372	1100
1/31/2025	Olson, Christopher S	REGULAR (HRS)	144		J000372	100
1/31/2025	Olson, Christopher S	OT @ 1.5 (\$ AMT)		2,620.88	J000372	1640
1/31/2025	Olson, Christopher S	OT @ 1.5 (HRS)	45.25		J000372	640
1/31/2025	Perkins, Jacob P	REGULAR (\$ AMT)		6,855.68	J000468	1100
1/31/2025	Perkins, Jacob P	REGULAR (HRS)	216		J000468	100
1/31/2025	Perkins, Jacob P	OT @ 1.5 (\$ AMT)		1,429.32	J000468	1640

1/31/2025	Perkins, Jacob P	OT @ 1.5 (HRS)	30.25	J000468	640
1/31/2025	Peterson, Scott W	HOLIDAY PAY (AMT\$) RET ELIG		307.56 J917174	1300
1/31/2025	Peterson, Scott W	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	6	J917174	300
1/31/2025	Peterson, Scott W	REGULAR (\$ AMT)		3,947.02 J917174	1100
1/31/2025	Peterson, Scott W	REGULAR (HRS)	154	J917174	100
1/31/2025	Peterson, Scott W	REGULAR (\$ AMT)		355.04 J917174	1100
1/31/2025	Peterson, Trevor P	REGULAR (\$ AMT)		2,772.00 J000531	1100
1/31/2025	Peterson, Trevor P	REGULAR (HRS)	144	J000531	100
1/31/2025	Peterson, Trevor P	REGULAR (\$ AMT)		150.00 J000531	1100
1/31/2025	Pitzen, Samantha N	REGULAR (\$ AMT)		8,483.90 J000371	1100
1/31/2025	Pitzen, Samantha N	REGULAR (HRS)	240	J000371	100
1/31/2025	Pitzen, Samantha N	OT @ 1.5 (\$ AMT)		1,042.56 J000371	1640
1/31/2025	Pitzen, Samantha N	OT @ 1.5 (HRS)	18	J000371	640
1/31/2025	Quijano, Carter J	REGULAR (\$ AMT)		9,638.18 J000571	1100
1/31/2025	Quijano, Carter J	REGULAR (HRS)	372	J000571	100
1/31/2025	Quijano, Carter J	REGULAR (\$ AMT)		150.00 J000571	1100
1/31/2025	Schmekel, Tristan J	REGULAR (\$ AMT)		1,386.00 J000590	1100
1/31/2025	Schmekel, Tristan J	REGULAR (HRS)	72	J000590	100
1/31/2025	Spence, Jarrod D	REGULAR (\$ AMT)		12,435.00 J000630	1100
1/31/2025	Spence, Jarrod D	REGULAR (HRS)	150	J000630	100
1/31/2025	Swain, Donald O	REGULAR (\$ AMT)		8,483.90 J000616	1100
1/31/2025	Swain, Donald O	REGULAR (HRS)	172.75	J000616	100
1/31/2025	Swain, Donald O	OT @ 1.5 (\$ AMT)		202.72 J000616	1640
1/31/2025	Swain, Donald O	OT @ 1.5 (HRS)	3.5	J000616	640
1/31/2025	Swain, Donald O	Sick Used Hrs (hours)	43.25	J000616	805
1/31/2025	Tonkin, Steven L L	REGULAR (\$ AMT)		4,143.93 J464448	1100
1/31/2025	Tonkin, Steven L L	REGULAR (HRS)	147	J464448	100
1/31/2025	Tonkin, Steven L L	REGULAR (\$ AMT)		150.00 J464448	1100
1/31/2025	Tullis, Tim N	REGULAR (\$ AMT)		9,872.95 J182317	1100
1/31/2025	Tullis, Tim N	REGULAR (HRS)	192	J182317	100
1/31/2025	Tullis, Tim N	HOLIDAY PAY (AMT\$) RET ELIG		1,619.04 J182317	1300
1/31/2025	Tullis, Tim N	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	24	J182317	300
1/31/2025	Tullis, Tim N	OT @ 1.5 (\$ AMT)		3,946.41 J182317	1640
1/31/2025	Tullis, Tim N	OT @ 1.5 (HRS)	58.5	J182317	640
1/31/2025	Willette, Samantha M	REGULAR (\$ AMT)		8,483.90 J000568	1100
1/31/2025	Willette, Samantha M	REGULAR (HRS)	148.75	J000568	100
1/31/2025	Willette, Samantha M	Sick Used Hrs (hours)	43.25	J000568	805
1/31/2025	Williams, Jeff T	REGULAR (\$ AMT)		9,722.95 J458133	1100
1/31/2025	Williams, Jeff T	REGULAR (HRS)	216	J458133	100
1/31/2025	Williams, Jeff T	OT @ 1.5 (\$ AMT)		3,569.54 J458133	1640
1/31/2025	Williams, Jeff T	OT @ 1.5 (HRS)	53.75	J458133	640
1/31/2025	Williams, Jeff T	Vacation Payoff		2,124.96 J458133	1925
1/31/2025	Williams, Jeff T	Vacation Payoff Hrs	48	J458133	925
1/31/2025	Woolery, Sean R	REGULAR (\$ AMT)		7,541.25 J000567	1100
1/31/2025	Woolery, Sean R	REGULAR (HRS)	177	J000567	100
1/31/2025	Woolery, Sean R	HOLIDAY PAY (AMT\$) RET ELIG		1,235.52 J000567	1300
1/31/2025	Woolery, Sean R	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	24	J000567	300
1/31/2025	Woolery, Sean R	OT @ 1.5 (\$ AMT)		193.05 J000567	1640
1/31/2025	Woolery, Sean R	OT @ 1.5 (HRS)	3.75	J000567	640
1/31/2025	Woolery, Sean R	Sick Used Hrs (hours)	15	J000567	805
1/31/2025	Young, Lynene J	HOLIDAY PAY (AMT\$) RET ELIG		374.40 J774771	1300
1/31/2025	Young, Lynene J	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	12	J774771	300
1/31/2025	Young, Lynene J	REGULAR (\$ AMT)		2,537.81 J774771	1100
1/31/2025	Young, Lynene J	REGULAR (HRS)	81.34	J774771	100
1/31/2025	Young, Lynene J	Sick Used \$ (earnings)		187.20 J774771	1805
1/31/2025	Young, Lynene J	Sick Used Hrs (hours)	6	J774771	805

1/31/2025 Zuanich, Luke R	REGULAR (\$ AMT)		10,520.77	J925872	1100
1/31/2025 Zuanich, Luke R	REGULAR (HRS)	356		J925872	100
1/31/2025 Zuanich, Luke R	HOLIDAY PAY (AMT\$) RET ELIG		307.56	J925872	1300
1/31/2025 Zuanich, Luke R	HOLIDAY PAY STRIGHT TIME (HRS) RET ELIG	6		J925872	300
1/31/2025 Zuanich, Luke R	REGULAR (\$ AMT)		150.00	J925872	1100

## General Fund Vouchers - January 2025

Snohomish County Fire District 5

Time: 13:01:33 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	
250101001 AT&T Mobility - First Net	1	01/01/2025	Claims	1	668.28	Apparatus and staff cell phones	28866
250101002 Amazon Capital Services, Inc	2	01/01/2025	Claims	1	1,734.58	Office supplies, Headphones for crew training, cleaning and maintenance supplies, Items for Health fair gift basket	54548
250101003 ArchiveSocial	3	01/01/2025	Claims	1	4,797.56	Social Media Archiving Annual Subscription	46253
250101004 Barmon Lumber, Inc	4	01/01/2025	Claims	1	213.00	Tubing for Eye staion, Chainsaw bar oil, Cords for HC51 plug ins, bungee cords for B51	00345
250101005 City of Sultan	5	01/01/2025	Claims	1	984.13	Water, Storm water, and sewer	02960
250101006 Comcast	6	01/01/2025	Claims	1	474.74	Internet & Static IP-HD Services	37809
250101007 EvergreenHealth Kirkland	7	01/01/2025	Claims	1	242.00	Medical Physical	22898
250101008 Everon, LLC - ADT (IRIS Group Hld)	8	01/01/2025	Claims	1	41.62	Alarm monitoring services	59100
250101009 FireTech Academy	9	01/01/2025	Claims	1	450.00	Fire Officer 1 Prep and Test- Friedman	56157
250101010 Friedman, Etta - Reimbursement	10	01/01/2025	Claims	1	147.49	Reimbursement for Mileage to training	59354
250101011 Galls LLC, (Blumenthal Uniforms & Equipm	11	01/01/2025	Claims	1	2,830.63	Badges for staff	00425
250101012 Gonzalez - Reimbursement Saul	12	01/01/2025	Claims	1	1,890.00	Tuition Reimbursement	59903
250101013 Hill Street Cleaners, Inc.	13	01/01/2025	Claims	1	149.98	Dry cleaning and laundry services	29986
250101014 IPrint Technologies	14	01/01/2025	Claims	1	475.69	PO#2024-3570 Toner for printers	58438
250101015 ISOOutsource	15	01/01/2025	Claims	1	6,541.09	IT services, Rapid Response services, Agreement Subscriptions, IT Glue documentation, BlueVault, Workstation monitoring, Microsoft 365 Business Standard, Migration bundle	45596
250101016 Kroesen's Uniform Co.	16	01/01/2025	Claims	1	33.17	Logo branding CH51 jacket	49454
250101017 L. N. Curtis & Sons	17	01/01/2025	Claims	1	1,076.12	PO#2024-3540 - Balance due for shipping and tax. PO# 2024-3481 -Equipment for BR 51 (Wildland)	46746
250101018 Life Assist Inc.	18	01/01/2025	Claims	1	4,056.49	PO# 2024-3563 & 3564 ALS and BLS Ambulance supplies	05604
250101019 McGavick Graves, PS	19	01/01/2025	Claims	1	418.00	Legal Services	52734

## General Fund Vouchers - January 2025

Snohomish County Fire District 5

Time: 13:01:33 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	County ID
250101020 Napa Auto Parts (Monroe)	20	01/01/2025	Claims	1	62.52	Oil for apparatus	45733
250101021 O'Reilly	21	01/01/2025	Claims	1	10.90	Car Wash Soap	06777
250101022 Paladin Background Screening	22	01/01/2025	Claims	1	140.00	Background and License checks	48090
250101023 Petro Card Systems Inc.	23	01/01/2025	Claims	1	2,043.97	Fuel Apparatus	02383
250101024 Puget Sound Energy/Payment Pro.	24	01/01/2025	Claims	1	279.32	Gas Bill Station #52	05661
250101025 Republic Services #197 For Rabanco, LTD	25	01/01/2025	Claims	1	251.84	Garbage, Dumpster and Recycle Services	45967
250101026 Sky Valley Chamber of Commerce	26	01/01/2025	Claims	1	50.00	Annual membership	12096
250101027 SnoCo 911	27	01/01/2025	Claims	1	8,813.84	Managed Laptop, Broadband, Maintenance, Dispatch, EPCR	53120
250101028 SnoCo EMS Services	28	01/01/2025	Claims	1	1,516.90	Annual Assessment	02814
250101029 SnoCo PUD	29	01/01/2025	Claims	1	2,630.80	304 Alder Station 52 Electricity, Area lighting, Station 51 Electricity	02827
250101030 Snohomish Regional Fire & Rescue ( was D	30	01/01/2025	Claims	1	32,321.07	E51 apparatus repairs; Annual Fire Safety Inspection; Apparatus Repairs- E51a, M51	06499
250101031 Snure Law Office, PSC	31	01/01/2025	Claims	1	80.00	Legal Services	05673
250101032 Spence - Reimbursement Jarrod	32	01/01/2025	Claims	1	33.89	Mouse Traps & bait, Battery for vehicle remote to Jeep, sanitizing wipes for Jeep	59904
250101033 Springbrook Holding Co. LLC	33	01/01/2025	Claims	1	15,049.25	Annual Financial and Payroll plus Subscription, Enterprise User Subscriptions (4)	56129
250101034 Stericycle, Inc. (Shred-it)	34	01/01/2025	Claims	1	20.72	Sharps disposal	55135
250101035 Systems Design West	35	01/01/2025	Claims	1	1,192.89	Transport billing (46)	50289
250101036 Teleflex LLC	36	01/01/2025	Claims	1	690.61	PO # 2024-3546 - Training Needle, EZ-IO Power Driver (2)	55077
250101037 US Bank National	37	01/01/2025	Claims	1	7,035.25		07114
250101038 Unique Experience	38	01/01/2025	Claims	1	2,808.13	PO# 2024-3503 - Jackets (19)	28909
250101039 Venables Frederick	39	01/01/2025	Claims	1	944.57	Transport Reimbursement	N5006
250101040 Vestis Group Services	40	01/01/2025	Claims	1	85.35	Mat cleaning services, and late fees	55720
250101041 WA Fire Commissioners Association	41	01/01/2025	Claims	1	2,670.00	Annual Membership	06329
250101042 WA State ESD - Unemployment	42	01/01/2025	Claims	1	3,337.02	4th Quarter Unemployment: 10/01/2024 - 12/31/2024	12726
250101043 WA State L & I	43	01/01/2025	Claims	1	38,072.51	4TH Quarter L&I: 10/01/2024 - 12/31/2024	34131

# General Fund Vouchers - January 2025

Snohomish County Fire District 5

Time: 13:01:33 Date: 01/09/2025

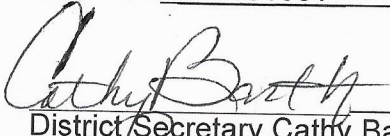
01/01/2025 To: 01/31/2025

Page: 3

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	County ID
250101044 Zply Fiber	44	01/01/2025	Claims	1	931.88	Elan Station 51, phones, Fax, County Elan	55439
Total Vouchers:					<u>148,297.80</u>		

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Fire District 5, and that I am authorized to authenticate and certify to said claim.

Voucher# 250101001 through# 250101044 \$ 148,297.80



Date: 01/13/2025

District Secretary, Cathy Barth,  
Fire Dist. 5 Taxing District

Commissioner Fox \_\_\_\_\_

Commissioner Geiger \_\_\_\_\_

Commissioner Chase \_\_\_\_\_

**Projects Fund - January 2025**

Snohomish County Fire District 5

Time:

13:14:20

Date: 01/09/2025

01/01/2025 To: 01/31/2025

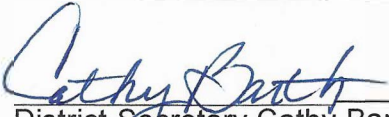
Page:

1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo	
250102001 Amazon Capital Services, Inc	45	01/01/2025	Claims	3	1,455.87	Monitors, Keyboard, cables, and mounts for Chief Johnson's office. Replacement hard drive for backup system. Credit for broken lid for grill	54548
250102002 Barmon Lumber, Inc	46	01/01/2025	Claims	3	224.35	5 2x6 Framing safety rail for Mezzanine, screws for railing, hardware for rail, Bolts, screws, posts, angle bracket,	00345
Total Vouchers:					<u>1,680.22</u>		

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Fire District 5, and that I am authorized to authenticate and certify to said claim.

Voucher# 250102001 through# 250102002 \$ 1680.22



Date: 01/13/2025

District Secretary, Cathy Barth,  
Fire Dist. 5 Taxing District

Commissioner Fox \_\_\_\_\_

Commissioner Geiger \_\_\_\_\_

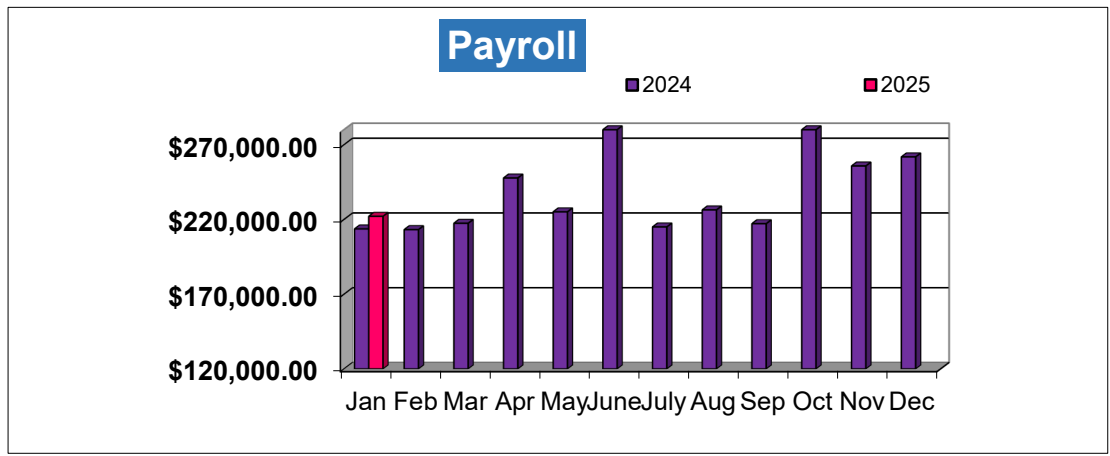
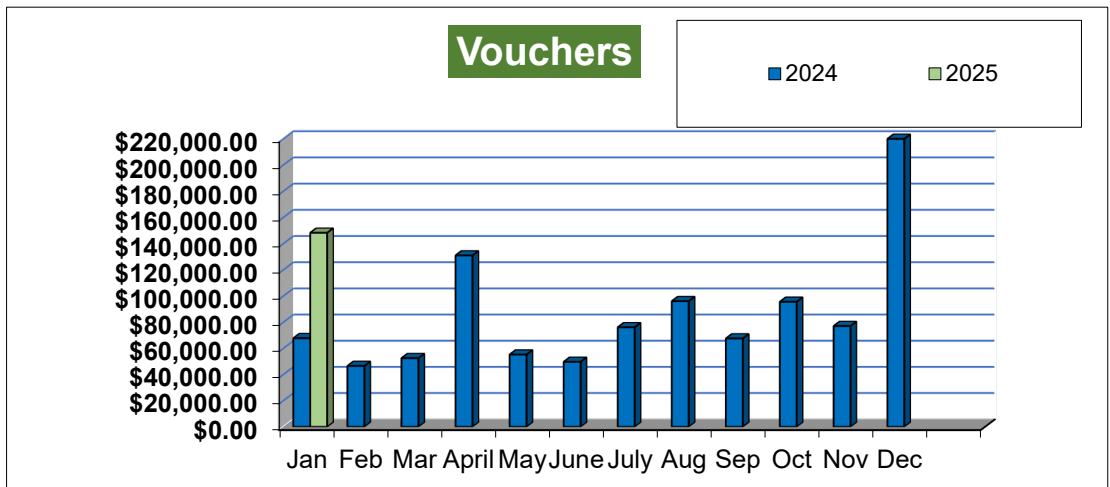
Commissioner Chase \_\_\_\_\_

# Voucher & Payroll Expenditures

Vouchers			Payroll		
Month	2024	2025	Month	2024	2025
Jan	\$67,795.70	\$148,297.80	Jan	\$213,647.62	\$222,069.42
Feb	\$46,556.93		Feb	\$213,173.56	
Mar	\$52,530.42		Mar	\$217,404.63	
April	\$131,022.65		Apr	\$247,704.55	
May	\$55,285.94		May	\$225,061.50	
June	\$49,705.77		June	\$282,530.95	
July	\$76,114.85		July	\$214,971.78	
Aug	\$96,093.52		Aug	\$226,360.14	
Sep	\$67,566.66		Sep	\$217,154.78	
Oct	\$95,627.72		Oct	\$283,890.23	
Nov	\$77,073.57		Nov	\$255,757.35	
Dec	\$235,042.18		Dec	\$261,817.96	

<b>TOTAL</b>	<b>\$1,050,416</b>	<b>\$148,298</b>	<b>TOTAL</b>	<b>\$2,859,475</b>	<b>\$222,069</b>
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<b>2024</b>	<b>Average</b>	<b>\$ 87,535</b>	<b>2024</b>	<b>Average</b>	<b>\$ 238,290</b>
<b>2025</b>	<b>Average</b>	<b>\$ 148,298</b>	<b>2025</b>	<b>Average</b>	<b>\$ 222,069</b>



# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1384	01/01/2025	2025	1	430	AT&T Mobility - First Net	668.28	Apparatus and staff cell phones
	522 10 40 11				Communications	668.28	
					001 000 522 Expense Fund		
					Invoice		
					287337997065X12-2024	668.28	
1420	01/01/2025	2025	2	10	Amazon Capital Services, Inc	1,734.58	Office supplies, Headphones for crew training, cleaning and maintenance supplies, Items for Health fair gift basket
	522 10 30 21				Office Supplies	812.85	
	522 30 30 10				Educational Materials - Fire Prev	126.05	
	522 45 30 13				Training Props/Devices & Suppli	119.22	
	522 50 30 12				Supplies (cleaning, paper, maint	676.46	
					001 000 522 Expense Fund		
					Invoice		
					1KP7HPWVDQTX	812.85	PO# 2024-3533
					1PVVQTNT6CW7	119.22	
					1WFKQ77131V9	676.46	PO# 2024-3556 & 3577
					14TXXHXJHVTJ	126.05	
1381	01/01/2025	2025	3	14	ArchiveSocial	4,797.56	Social Media Archiving Annual Subscription
	522 10 40 09				Professional Services	4,797.56	
					001 000 522 Expense Fund		
					Invoice		
					321139	4,797.56	
1376	01/01/2025	2025	4	21	Barmon Lumber, Inc	213.00	Tubing for Eye staion, Chainsaw bar oil, Cords for HC51 plug ins, bungee cords for B51
	522 45 30 13				Training Props/Devices & Suppli	70.30	
	522 50 40 43				Building Repairs and Maintenanc	21.93	
	522 60 40 12				Equipment Maintenance and Re	18.73	
	522 60 40 23				Apparatus Maintenance (Non-In	102.04	
					001 000 522 Expense Fund		
					Invoice		
					703719	40.66	
					705243	96.60	
					706434	5.44	
					706096	70.30	
1407	01/01/2025	2025	5	44	City of Sultan	984.13	Water, Storm water, and sewer
	522 50 40 37				Utilities (water, sewer, garbage, g	984.13	
					001 000 522 Expense Fund		

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
					Invoice		
					CITYOFSULTAN-013125	984.13	
1418	01/01/2025	2025	6	50	Comcast	474.74	Internet & Static IP- HD Services
	522 10 40 11				Communications 001 000 522 Expense Fund	474.74	
					Invoice		
					09264-013125	451.15	
					273290-013125	23.59	
1409	01/01/2025	2025	7	407	EvergreenHealth Kirkland	242.00	Medical Physical
	522 10 40 22				Physicals - Exam, UA, Vision, Hea 001 000 522 Expense Fund	242.00	
					Invoice		
					P1021877951	242.00	
1419	01/01/2025	2025	8	4	Everon, LLC - ADT (IRIS Group Hld)	41.62	Alarm monitoring services
	522 10 40 09				Professional Services 001 000 522 Expense Fund	41.62	
					Invoice		
					157650942	41.62	
1371	01/01/2025	2025	9	355	FireTech Academy	450.00	Fire Officer 1 Prep and Test- Friedman
	522 45 40 28				Tuition/Instructors 001 000 522 Expense Fund	450.00	
					Invoice		
					1772	450.00	
1366	01/01/2025	2025	10	453	Friedman, Etta - Reimbursement	147.49	Reimbursement for Mileage to training
	522 45 40 26				Travel - Meals - Lodging - Recru 001 000 522 Expense Fund	72.49	
	522 45 40 28				Tuition/Instructors 001 000 522 Expense Fund	75.00	
					Invoice		
					FRIEDMAN-013125A	72.49	
					FRIEDMAN-013125B	75.00	
1363	01/01/2025	2025	11	102	Galls LLC, (Blumenthal Uniforms & Eq	2,830.63	Badges for staff
	594 22 60 05				Uniforms and Badges 001 000 594 Expense Fund	2,830.63	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
					Invoice		
					029759074	2,830.63	
1370	01/01/2025	2025	12	478	Gonzalez - Reimbursement, Saul	1,890.00	Tuition Reimbursement
	522 45 40 28				001 000 522 Expense Fund	1,890.00	
					Invoice		
					GONZALEZ-013125	1,890.00	
1365	01/01/2025	2025	13	115	Hill Street Cleaners, Inc.	149.98	Dry cleaning and laundry services
	522 10 40 09				001 000 522 Expense Fund	149.98	
					Invoice		
					12492	149.98	
1406	01/01/2025	2025	14	409	IPrint Technologies	475.69	PO#2024-3570 Toner for printers
	522 10 30 21				001 000 522 Expense Fund	475.69	
					Invoice		
					1192110	475.69	
1375	01/01/2025	2025	15	120	ISOOutsource	6,541.09	IT services, Rapid Response services, Agreement Subscriptions, IT Glue documentation, BlueVault, Workstation monitoring, Microsoft 365 Business Standard, Migration bundle
	522 10 40 09				001 000 522 Expense Fund	6,541.09	
					Invoice		
					CW304830	4,014.64	
					CW304628	1,262.15	
					CW305101	1,264.30	
1403	01/01/2025	2025	16	128	Kroesen's Uniform Co.	33.17	Logo branding CH51 jacket
	594 22 60 05				001 000 594 Expense Fund	33.17	
					Invoice		
					15051	33.17	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense  
01/01/2025 To: 01/31/2025

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Accts	Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo	
	1362	01/01/2025	2025	17	131	L. N. Curtis & Sons	1,076.12	PO#2024-3540 - Balance due for shipping and tax. PO# 2024-3481 -Equipment for BR 51 (Wildland)	
		522 10 30 01				Postage - Tax - Shipping	30.28	001 000 522 Expense Fund	
		594 22 60 10				Small Tools and Equipment EMS	1,045.84	001 000 594 Expense Fund	
		Invoice							
						893434	30.28		
						903531	1,045.84		
	1374	01/01/2025	2025	18	139	Life Assist Inc.	4,056.49	PO# 2024-3563 & 3564 ALS and BLS Ambulance supplies	
		522 20 30 16				Ambulance Supplies (BLS/ALS)	4,056.49	001 000 522 Expense Fund	
		Invoice							
						1540018	564.50		
						1539860	85.60		
						1539717	3,267.99		
						1542841	69.75		
						1538725	68.65		
	1416	01/01/2025	2025	19	391	McGavick Graves, PS	418.00	Legal Services	
		522 10 40 09				Professional Services	418.00	001 000 522 Expense Fund	
		Invoice							
						36171-013125	418.00		
	1386	01/01/2025	2025	20	156	Napa Auto Parts (Monroe)	62.52	Oil for apparatus	
		522 60 40 23				Apparatus Maintenance (Non-In	62.52	001 000 522 Expense Fund	
		Invoice							
						002148	62.52		
	1412	01/01/2025	2025	21	400	O'Reilly	10.90	Car Wash Soap	
		522 60 30 06				Apparatus/Equipment Parts & S	10.90	001 000 522 Expense Fund	
		Invoice							
						5944-215295	10.90		
	1414	01/01/2025	2025	22	189	Paladin Background Screening	140.00	Background and License checks	
		522 10 40 03				Background Screenings	140.00	001 000 522 Expense Fund	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
					Invoice		
					6293	140.00	
1413	01/01/2025	2025	23	192	Petro Card Systems Inc.	2,043.97	Fuel Apparatus
	522 20 30 15				001 000 522 Expense Fund	2,043.97	
					Invoice		
					C637983	2,043.97	
1387	01/01/2025	2025	24	201	Puget Sound Energy/Payment Pro.	279.32	Gas Bill Station #52
	522 50 40 37				001 000 522 Expense Fund	279.32	
					Invoice		
					23513217-013124	279.32	
1417	01/01/2025	2025	25	207	Republic Services #197, For Rabanco,	251.84	Garbage, Dumpster and Recycle Services
	522 50 40 37				001 000 522 Expense Fund	251.84	
					Invoice		
					0197-003460294	251.84	
1383	01/01/2025	2025	26	221	Sky Valley Chamber of Commerce	50.00	Annual membership
	522 10 40 16				001 000 522 Expense Fund	50.00	
					Invoice		
					10012-2025	50.00	
1422	01/01/2025	2025	27	224	SnoCo 911	8,813.84	Managed Laptop, Broadband, Maintenance, Dispatch, EPCR
	522 10 40 11				001 000 522 Expense Fund	61.71	
	522 20 40 05				001 000 522 Expense Fund	7,568.78	
	522 60 40 12				001 000 522 Expense Fund	428.26	
	522 70 41 28				001 000 522 Expense Fund	107.16	
	591 28 70 01				001 000 591 Expense Fund	647.93	
					Invoice		
					7853A	647.93	
					7853B	428.26	
					7853C	61.71	
					7897	7,568.78	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense  
01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
				7865		107.16	
1410	01/01/2025	2025	28	225	SnoCo EMS Services	1,516.90	Annual Assessment
	522 10 40 16	Dues			001 000 522 Expense Fund	1,516.90	
					Invoice		
					1028	1,516.90	
1380	01/01/2025	2025	29	233	SnoCo PUD	2,630.80	304 Alder Station 52 Electricity, Area lighting, Station 51 Electricity
	522 50 40 37	Utilities (water, sewer, garbage, r			001 000 522 Expense Fund	2,630.80	
					Invoice		
					122833017	164.68	
					109653503	9.86	
					136051547	9.86	
					162172760	2,446.40	
1361	01/01/2025	2025	30	235	Snohomish Regional Fire & Rescue ( v	3,078.17	E51 apparatus repairs
	522 60 40 29	Monroe - Apparatus Maintenance			001 000 522 Expense Fund	3,078.17	
					Invoice		
					46939	3,078.17	
1385	01/01/2025	2025	30	235	Snohomish Regional Fire & Rescue ( v	173.00	Annual Fire Safety Inspection
	522 10 40 09	Professional Services			001 000 522 Expense Fund	173.00	
					Invoice		
					24-1029-980	173.00	
1415	01/01/2025	2025	30	235	Snohomish Regional Fire & Rescue ( v	29,069.90	Apparatus Repairs- E51a, M51
	522 60 40 29	Monroe - Apparatus Maintenance			001 000 522 Expense Fund	29,069.90	
					Invoice		
					46944	27,003.71	
					W0047155	2,066.19	
1364	01/01/2025	2025	31	237	Snure Law Office, PSC	80.00	Legal Services
	522 10 40 09	Professional Services			001 000 522 Expense Fund	80.00	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
					Invoice		
					SNURE -013125	80.00	
1368	01/01/2025	2025	32	477	Spence - Reimbursement, Jarrod	33.89	Mouse Traps & bait, Battery for vehicle remote to Jeep, sanitizing wipes for Jeep
					522 60 40 23 Apparatus Maintenance (Non-In 001 000 522 Expense Fund	33.89	
					Invoice		
					SPENCE-013125	33.89	
1382	01/01/2025	2025	33	241	Springbrook Holding Co. LLC	15,049.25	Annual Financial and Payroll plus Subscription, Enterprise User Subscriptions (4)
					522 10 30 34 Computer Software 001 000 522 Expense Fund	15,049.25	
					Invoice		
					B002036	15,049.25	
1360	01/01/2025	2025	34	242	Stericycle, Inc. (Shred-it)	20.72	Sharps disposal
					522 10 40 09 Professional Services 001 000 522 Expense Fund	20.72	
					Invoice		
					8009254545	20.72	
1411	01/01/2025	2025	35	250	Systems Design West	1,192.89	Transport billing (46)
					522 70 41 35 Medical Billing (\$23.50 + .50 Pos 001 000 522 Expense Fund	1,192.89	
					Invoice		
					20242509	1,192.89	
1378	01/01/2025	2025	36	404	Teleflex LLC	690.61	PO # 2024-3546 - Training Needle, EZ-IO Power Driver (2)
					522 20 30 16 Ambulance Supplies (BLS/ALS) 001 000 522 Expense Fund	690.61	
					Invoice		
					9509309421	652.42	
					9509309423	38.19	
1402	01/01/2025	2025	37	266	US Bank National	7,035.25	
					522 10 30 01 Postage - Tax - Shipping 001 000 522 Expense Fund	13.72	Shipping of item to Kroesen's

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

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Accts

Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
522 10 30 21	Office Supplies			001 000 522	Expense Fund	88.12	Business cards, DC Spence and Duros
522 10 30 34	Computer Software			001 000 522	Expense Fund	21.77	Password storage software
522 10 40 09	Professional Services			001 000 522	Expense Fund	442.03	Legal Services
522 10 40 11	Communications			001 000 522	Expense Fund	401.48	PO#2024-3565 Duros and Spence Pro Accounts -Zoom
522 10 40 16	Dues			001 000 522	Expense Fund	65.00	Annual Membership
522 10 40 20	Meals (business luncheons) & p			001 000 522	Expense Fund	420.32	Chamber lunch, Training mtg with CH Coulson, Refreshments for Interview panel and staff
522 20 40 24	Laundry - Uniforms - Bunker Ge			001 000 522	Expense Fund	44.36	Alterations on DC Duros uniform pants
522 30 30 23	Fire Prevention Education (Holid			001 000 522	Expense Fund	318.92	Refreshments for Santa day event and lunch for crew
522 45 30 13	Training Props/Devices & Suppli			001 000 522	Expense Fund	608.44	PO#2024- 3562-AHA Cards, HS First Aid/AED/CPR, CPR Manikins (5) and bag, CPR take 10 signs and supplies, kneeling pads for CPR
522 45 40 28	Tuition/Instructors			001 000 522	Expense Fund	2,080.00	PO# 2024-3568-3554-3561-3553 - Pediatric refresher course, Annual WFAA Conference Fox, Fire Service Ins. 1 training(2), EVIP Course, Medic Recert Instruction Material for (6), Pediatric training
522 50 30 12	Supplies (cleaning, paper, maint			001 000 522	Expense Fund	194.66	Turn-out gear cleaner (4) gallons
522 60 30 06	Apparatus/Equipment Parts & S			001 000 522	Expense Fund	70.90	Mega phone for T51
522 60 40 12	Equipment Maintenance and Re			001 000 522	Expense Fund	49.73	Rekey for D52 tool box
522 60 40 12	Equipment Maintenance and Re			001 000 522	Expense Fund	1,064.15	PO# 2024-3542 -Chainsaw bar oil, warranty Ext. Chainsaw for Station 51, cord reel repair parts
594 22 60 02	Computer Hardware - Laptop - I			001 000 594	Expense Fund	890.99	PO#2024-3479 -Medic 51 tablet accessories
594 22 60 05	Uniforms and Badges			001 000 594	Expense Fund	260.66	PO# 2024-3530- Jacket for Chief, and jackets, hats and logos for Chaplains

Invoice

A-USBANK-013125	194.66
B-USBANK-013125	2,080.00
C-USBANK-013125	442.03
D-USBANK-013125	21.77
E-USBANK-013125	499.19
F-USBANK-013125	13.72
G-USBANK-013125	420.32
H-USBANK-013125	70.90
I-USBANK-013125	318.92
J-USBANK-013125	401.48
K-USBANK-013125	49.73
L-USBANK-013125	1,173.40
M-USBANK-013125	44.36
N-USBANK-013125	260.66
O-USBANK-013125	65.00
P-USBANK-013125	890.99

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
					Q-USBANK-013125	88.12	
1379	01/01/2025	2025	38	265	Unique Experience	2,808.13	PO# 2024-3503 - Jackets (19)
				594 22 60 05	Uniforms and Badges		
				001 000 594	Expense Fund	2,808.13	
					Invoice		
					7057	2,808.13	
1369	01/01/2025	2025	39	479	Venables, Frederick	944.57	Transport Reimbursement
				522 10 40 04	Reimbursements		
				001 000 522	Expense Fund	944.57	
					Invoice		
					VENABLES-013125	944.57	
1373	01/01/2025	2025	40	450	Vestis Group Services	85.35	Mat cleaning services, and late fees
				522 10 40 09	Professional Services		
				001 000 522	Expense Fund	85.35	
					Invoice		
					6560490094	16.37	
					6560486508	16.37	
					6560494280	16.37	
					6560497176	16.37	
					2104840	1.50	
					2124800	2.00	
					6560500737	16.37	
1372	01/01/2025	2025	41	271	WA Fire Commissioners Association	2,670.00	Annual Membership
				522 10 40 16	Dues		
				001 000 522	Expense Fund	2,670.00	
					Invoice		
					300001911	2,670.00	
1405	01/01/2025	2025	42	277	WA State ESD - Unemployment	3,337.02	4th Quarter Unemployment: 10/01/2024 - 12/31/2024
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	52.40	Adespya, Andrey S - Unemployment
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	206.82	Araujo, Joseph A - Unemployment
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	77.85	Barth, Cathy L - Unemployment
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	107.12	Beuschlein, Brandon J - Unemployment
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	66.93	Bingham, Steven A - Unemployment
				522 20 20 06	State Payroll Taxes		
				001 000 522	Expense Fund	105.01	Bural, Brent R - Unemployment

ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

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Accts

Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	135.44	Corn, Justin G - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	121.61	Friedman, Etta R - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	98.22	Fulcher, Jim A - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	104.82	Gonzalez, Saul P - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	251.67	Perkins, Jacob P - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	9.00	Peters, Bryce M - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	158.47	Peterson, Scott W - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	98.92	Peterson, Trevor P - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	303.60	Pitzen, Samantha N - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	96.97	Quijano, Carter J - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	47.72	Schmekel, Tristan J - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	254.40	Spence, Jarrod D - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	326.70	Swain, Donald O - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	103.39	Tonkin, Steven L L - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	166.16	Willette, Samantha M - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	222.26	Woolery, Sean R - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	106.19	Young, Lynene J - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	115.34	Zuanich, Luke R - Unemployment	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	0.01	Rounding Adjustment - Unemployment	

Invoice

G05FF51PTAHSJLH1 3,337.02

1404	01/01/2025	2025	43	281	WA State L & I	38,072.51	4TH Quarter L&I: 10/01/2024 - 12/31/2024
					000 000 000	25.75	Duros, Emily C - L&I
					000 000 000	23.17	Johnson, Seth R - L&I
					000 000 000	51.50	Spence, Jarrod D - L&I
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	634.72	Adespya, Andrey S - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1,501.17	Araujo, Joseph A - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	90.05	Barth, Cathy L - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	556.18	Bertholf, Ron A - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	928.25	Beuschlein, Brandon J - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	2,289.95	Bingham, Steven A - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1,109.78	Bural, Brent R - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1,192.19	Corn, Justin G - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1,419.42	Duros, Emily C - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	3.71	Fox, Steve C - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1,324.78	Friedman, Etta R - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	81.84	Fulcher, Jim A - L&I	
522 20 20 06 State	Payroll	Taxes	001 000 522	Expense Fund	1.38	Geiger, Kelly M - L&I	

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

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Accts

Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo	
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,141.97	Gonzalez, Saul P - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,991.69	Gwilt, Jason D - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,100.54	Johnson, Seth R - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,832.05	Olson, Christopher S - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,973.03	Perkins, Jacob P - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	124.88	Peters, Bryce M - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,253.34	Peterson, Scott W - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,212.13	Peterson, Trevor P - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,902.22	Pitzen, Samantha N - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,233.39	Quijano, Carter J - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	631.50	Schmekel, Tristan J - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	806.80	Spence, Jarrod D - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,593.42	Swain, Donald O - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	862.59	Tonkin, Steven L L - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	2,022.58	Tullis, Tim N - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,293.67	Willette, Samantha M - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	3,111.77	Williams, Jeff T - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	1,736.14	Woolery, Sean R - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	60.00	Young, Lynene J - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	954.64	Zuanich, Luke R - L&I
522	20	20	06	State	Payroll Taxes	001 000 522 Expense Fund	0.32	Rounding Adjustment - L&I

Invoice

11062313 38,072.51

1408	01/01/2025	2025	44	298	Zipty Fiber	931.88	Elan Station 51, phones, Fax, County Elan
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522	10	40	11	Communications	931.88	001 000 522 Expense Fund
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Invoice

3601880051-01312025 931.88

Total: 148,297.80

Fund

000		100.42
001	Expense Fund	148,197.38

ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Expense

Time: 15:07:55 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts

Pay # Paid On Year Trans Vendor ID Vendor Amount Memo

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This report has been reviewed by:

Cathy Barth -Dist. Sec.

01/09/2025

Signature & Title

Date

Seth Johnson Fire Chief

01.09.2025

Signature & Title

Date

REMARKS:

# ACCOUNTS PAYABLE PAID

Snohomish County Fire District 5

Projects

Time: 15:15:12 Date: 01/09/2025

01/01/2025 To: 01/31/2025

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Accts	Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
	1421	01/01/2025	2025	45	10	Amazon Capital Services, Inc	1,455.87	Monitors, Keyboard, cables, and mounts for Chief Johnson's office. Replacement hard drive for backup system. Credit for broken lid for grill
		594 22 60 21	Furnishings and Equipment		300 000 594	Capital Project Fund	1,455.87	PO# 2024-3567

Invoice

1RRC3K9N1DWR	1,614.46
1FFVR4FH4TMD	-158.59

	1377	01/01/2025	2025	46	21	Barmon Lumber, Inc	224.35	5 2x6 Framing safety rail for Mezzanine, screws for railing, hardware for rail, Bolts, screws, posts, angle bracket,
		594 22 60 21	Furnishings and Equipment		300 000 594	Capital Project Fund	224.35	

Invoice

704832	71.35
705528	60.25
704269	20.95
705730	71.80

Total: 1,680.22

Fund

300 Capital Project Fund	1,680.22
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This report has been reviewed by:

01/09/2025

<i>Cathy Barth - Dist. Sec.</i>	
Signature & Title	Date
<i>Seth Johnson Fire Chief</i>	01.09.2025
Signature & Title	Date

REMARKS:

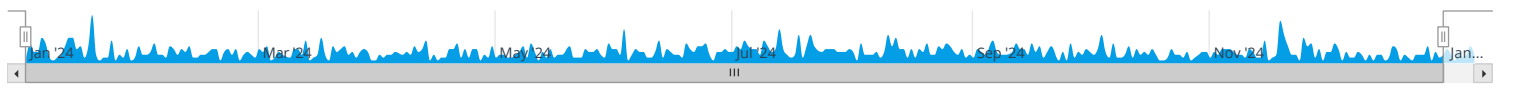
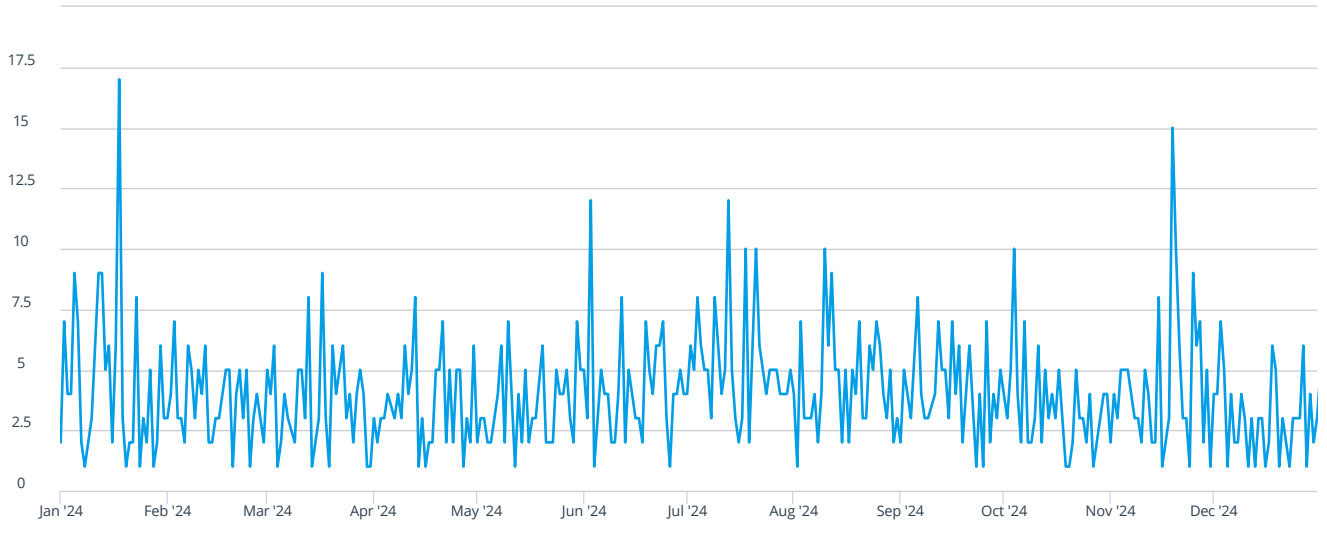
Custom ▾ Jan 1, 2024 - Dec 31, 2024 ▾

**37%**  
**FIRE**  
 Percentage of Total Incidents

**63%**  
**EMS**  
 Percentage of Total Incidents

**1,438**  
**INCIDENTS**  
 In Selected Time Slice

**366**  
**DAYS**  
 In Selected Time Slice



Counts | % Rows | % Columns | % All

	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Total
(10) Fire, other	2			1			1					1		5
(11) Structure Fire		3	1	4	1	2	1			1	3	5		21
(13) Mobile property (vehicle) fire							2		1			1		4
(14) Natural vegetation fire		2		1	2	1		1	1					8
(15) Outside rubbish fire		1		2			2			1				6
(20) Overpressure rupture, explosion, overhear, other										1				1
(30) Rescue, emergency medical call (EMS), other		2						1	1	2	1	3		10
(31) Medical assist							2	1			1			4
(32) Emergency medical service (EMS) incident	82	63	72	68	68	93	82	84	77	70	80	56		895
(36) Water or ice-related rescue			1				2	1						4
(38) Rescue or EMS standby				1							1			2
(40) Flammable gas or liquid condition, other	1										1	1		3
(41) Combustible/f.. spills & leaks		1	1			1	1	1		1	1			7
(42) Chemical release, reaction, or toxic condition								2			1	1		4

	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Total
(44) Electrical wiring/equipm. problem	9	3		1			2	1		2	6			24
(50) Service call, other	4	6		2	3	5	5	2	5	3	8	1		44
(51) Person in distress	1			1			1	1		1	2	1		8
(52) Water problem	3					2	1				1			7
(53) Smoke, odor problem	1	1					3		1					6
(54) Animal problem or rescue										1				1
(55) Public service assistance	4	1	2	2	1	1	4	2	3	1	4			25
(56) Unauthorized burning	5	2	6	4	3	4	9	6	5	3	4	6		57
(57) Cover assignment, standby at fire station, move-up							1							1
(60) Good intent call, other					1	1	2		2	1	1			8
(61) Dispatched and canceled en route	21	17	24	15	15	16	33	20	11	11	11	13		207
(62) Wrong location, no emergency found	1	1	1	2	2	1	1	6	1	1		1		18
(63) Controlled burning	1						1	1		1	2			6
(65) Steam, other gas mistaken for smoke												1		1
(70) False alarm and false call, other	3	3	2	1	5	1	4	7		4	2			32
(73) System or detector malfunction			1						2	2		2		7
(74) Unintentional system/detect... operation (no fire)	2		1		4			1	2	1				11
UNK											1			1
Total	140	106	112	105	105	128	160	138	112	108	131	93		1,438



# Snohomish County Fire District #5

32905 Cascade View Drive, Sultan, Washington 98294

Phone: (360) 793-1179 Fax (360) 799-0563

Date: January 13, 2025

To: Board of Commissioners

From: Chief Seth Johnson

Re: Type 1 Engine Purchase

---

Over the past year, the District Apparatus Committee has been discussing the purchase of a new fire apparatus. This would allow us to move our current first-out fire engine (2015 Pierce) into second-out status, and surplus our current second-out apparatus (2002 HME).

The determination to replace E52 was made after considering the increased cost to keep apparatus operational, difficulty in obtaining replacement parts, current new apparatus purchasing environment, and the rapidly rising costs and manufacturing timelines.

The District Apparatus Committee and Chief Officers met with multiple apparatus manufacturers and discussed options and specifications with certified EVT mechanics to design an apparatus that balances current and forecasted needs with operational readiness and capability.

Though we are currently working on the final specifications, the District is facing significant time constraints due manufacturers preparing to comply with the changes in 40 CFR, parts 86, 1036, 1037, 1039, 1054 and 1065 which reduce acceptable limits of greenhouse gas emissions for model year 2027 and newer heavy duty vehicles. The Apparatus Committee hopes to have final drawing and detailed cost breakdowns on January 13<sup>th</sup>, 2025.

The current vendor estimate for the new apparatus is \$1,425,295.49, which includes all costs such as inspection trips, sales tax, and delivery to Station 51. Staff continue to work with the vendor to finalize the design to complete the purchase by January 31<sup>st</sup>. If staff misses that deadline, the same apparatus will be subject to the new emissions standards, which will add \$80,000 to the cost and the apparatus will come with new technology that is untested in vocational applications.

It is projected that the District will expend an additional \$125,000 upon arrival of the new apparatus in 2027 which includes loose equipment, tools and mounting hardware, extrication tools, hose, nozzles and loose equipment. This amount will be reflected in the 2027 budget.

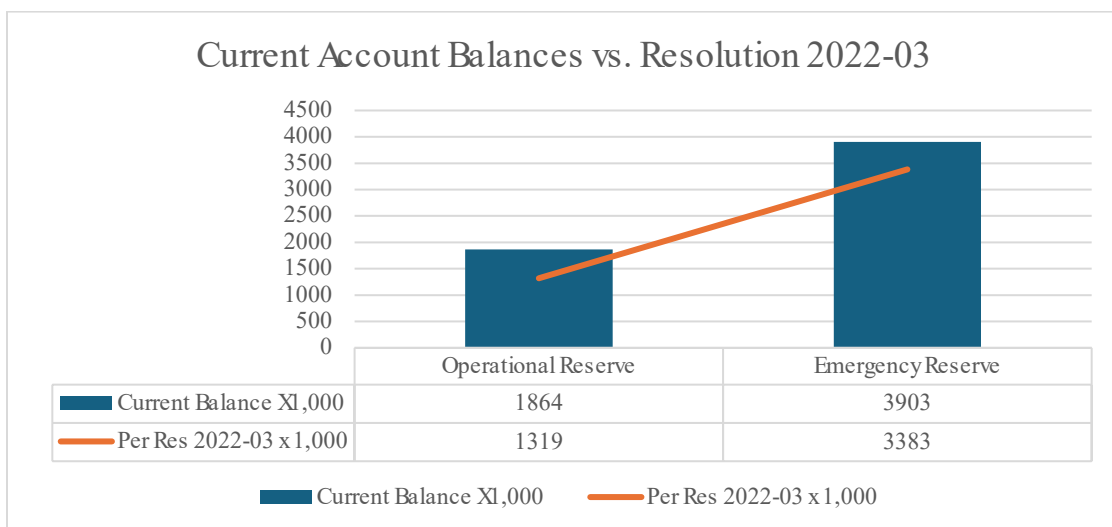
The options to purchase this apparatus are as follows:

- Use cash reserves to pay for 100% of the cost up front, or
- Use cash reserves to pay a minimum deposit and the balance upon delivery, or
- Enter into a lease-purchase arrangement with an apparatus financing company.

The Districts cash reserves balance (\$ 3,903,810.22) is currently earning 4.11% interest in the County Investment Pool. Staff has calculated the net present value of leasing @ 5.4% interest (\$1,505,151) and purchasing with cash reserves (\$1,401,872) to indicate that purchasing with cash reserves is the most advantageous decision.

To verify that the decision to purchase with cash reserves was the more beneficial option, the future value of cash reserves in 5 years was calculated for a lease option (\$2,974,319.03) and a cash purchase (3,050,180.88). These calculations are made using our current reserve balance and the assumption that no additional funds will be added.

Resolution 2022-03 guides the desired reserve balances of the District, and the chart below indicates that we are currently meeting the goals set forth in the resolution. Since 2022, our cash reserves balance has increased by \$1,121,936.22 by budgeting responsibly, leveraging investment returns, and maximizing our GEMT revenue in anticipation for this large purchase.



It is my recommendation that the Board of Fire Commissioners considers the authorization of the following:

- Approve a “do not exceed” amount of \$1,425,295.49 to purchase a new engine, and
- Authorize the Fire Chief to encumber the district for the above amount and to structure the timing of cash payments to maximize any pre-payment discounts that are in the best interest of the District, and
- Authorize the Fire Chief and Apparatus Committee to purchase the apparatus from the lowest responsible vendor using the most appropriate group purchasing cooperative.

Seth Johnson,  
Chief, SCFD5



# Snohomish County Fire District #5

32905 Cascade View Drive, Sultan, Washington 98294

Phone: (360) 793-1179 Fax (360) 799-0563

Date: January 8, 2025

To: Board of Commissioners

From: Chief Seth Johnson

Re: Reorganization of SCEMS and Medical Program Director Delegate Services

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## **Snohomish County Emergency Medical Services Agency**

Snohomish County Emergency Medical Services (SCEMS) is an organization that was established under the umbrella of the Snohomish County Fire Chiefs Association (SCFCA) to support professional EMS provider development, implement EMS standards and practices, assist with credentialing and certifications, and provide the Snohomish County Medical Program Director sufficient resources to deliver their legal responsibilities.

The proposed reorganization of SCEMS creates an entirely new agency with 3.1 full-time equivalent employees (FTE), which includes an executive director, funded by member assessments for a projected annual budget of \$959,208.00. Currently, SCEMS operates on an annual budget of \$497,861 with 2.1 FTE who fill 5 positions. The current arrangement was identified by the SCFCA as being financially and operational insufficient to meet the growing needs of the community and the progression of emergency medical service delivery in the county. To address the deficiencies, the SCFCA created a joint task force to work with local jurisdictions and provide a recommendation on the best structure and funding mechanism to address the inefficiencies of SCEMS.

There are a few formative documents related to standing up this new agency, with the main agreement being the Interlocal Agreement (ILA) between Member Agencies and Snohomish County EMS Agency (SCEMSA) (\*attached). This agreement provides the framework for the new agency, including the Washington State Articles of Incorporation. Additionally, there is a corresponding Service Level Agreement between SCEMSA and Sno911, which creates an

employment arrangement where Sno911 employees are “loaned” to SCEMSA to accomplish SCEMSA directed tasks and office space is leased to house SCEMSA (\*attached).

The Interlocal Agreement creates a member owned agency, which would grant the District property rights and ownership to any assets that SCEMSA amassed while being a party to the ILA. In order for the ILA to take effect, a minimum of 90% of the representative assessed value of Snohomish County must agree to participate. There are two accompanying legal opinions regarding the ILA (\*attached), one from Matt Paxton of CSD Law and the other from Heidi Ellerd of Ellerd, Hultgren & Dahlhauser, LLP.

If the District wished to enter into the agreement with the new entity, it would be assessed \$9,604.80 in 2025. The annual assessment for subsequent years would be based upon the assessed valuation of the District in relation to the assessed valuation of Snohomish County (1.02% for 2025), multiplied by the annual budget of SCEMSA. The formula is represented as:

$$\frac{\text{District AV} - \text{Previous Year}}{\text{County AV} - \text{Previous Year}} = \text{District Share} \times \text{SCEMSA Budget} = \text{SCFD5 Assessment}$$

The current SCEMS assessment for the District is \$6,067.60 per year. The reorganization of the county EMS agency will result in a \$3,537.20 increase in cost for 2025 provided that all member agencies choose to become members of the new agency.

Staff recommends that the District becomes a Member Agency by approving the interlocal agreement with SCEMSA.

## **Medical Program Director Delegate**

Historically, the District has contracted with a physician to provide services that included review of EMS calls and patient care delivered compared to the expectation of the Snohomish County Medical Program Director (Quality Assurance), deliver education to EMS providers and teach new skills or procedures (Quality Improvement), and consult on matters related to EMS service delivery and provide physician level feedback.

Over time, agencies across Snohomish County migrated toward the practice of hiring their own consulting physicians based on a feeling that the County Medical Program Director and SCEMS did not sufficiently provide the amount of detailed quality assurance, quality improvement, or education the agency wanted. This created a system where physicians are operating outside of the direct control of the County Medical Program Director, which is in direct conflict with the way medical oversight is to be delivered per the Washington State Administrative Code.

SCFD5 was one such agency which had a professional services agreement with a local physician until October, 2023, at which time they resigned and those services were then provided directly by the County Medical Program Director.

The new County Medical Program Director oversees more than 1,900 licensed emergency medical providers across Snohomish County, and provides the District direct physician support since late 2023, but this has become an overly onerous task. Additionally, no other agency in Snohomish County receives these direct services at no cost.

Moving forward, the District has identified the ongoing needs for physician level oversight and acknowledges that the historic method of directly contracting with a physician infringes on the direct delegation of authority between the County Medical Program Director and their delegate physicians, as outlined in the Washington Administrative Code.

After discussing the best path forward with the County Medical Program Director, it was noted that SCFD5, SCFD17 and SCFD26 may benefit from consolidation of physician services due to

similarities in run volume, staff size, and reasonable proximity. The Fire Chiefs of those agencies agree and have jointly drafted an agreement between SCEMS and the fire districts, which provides needed services to our agencies and providers, while allowing the County Medical Program Director to directly manage the physician who they have delegated their authority to.

The draft agreement between Snohomish County Fire Districts 5, 17, 26, and SCEMS (\*attached), is provided for the Board to review. This agreement has not been finalized and is not ready for final review and approval; however, this document may assist in making an informed decision on the SCEMSA Interlocal Agreement.

Seth Johnson,  
Chief, SCFD5

**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

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

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

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

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

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

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

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

PLUS

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

DIVIDED BY TWO (2)

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

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

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

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

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

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

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

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

**10. Consolidation.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Withdrawal or Termination of a Member Agency.**

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

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

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

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

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

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

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

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

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

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

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

**SNOHOMISH COUNTY EMS AND TRAUMA CARE COUNCIL**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**PAINFIELD AIRPORT FIRE DEPARTMENT**

\_\_\_\_\_  
Joshua Cole, Fire Chief  
Date: \_\_\_\_\_

**EVERETT FIRE DEPARTMENT**

\_\_\_\_\_  
Dave DeMarco, Fire Chief  
Date: \_\_\_\_\_

**MARYSVILLE FIRE DEPARTMENT**

\_\_\_\_\_  
Ned Vander Pol, Fire Chief  
Date: \_\_\_\_\_

**MUKILTEO FIRE DEPARTMENT**

\_\_\_\_\_  
Glen Albright, Fire Chief  
Date: \_\_\_\_\_

**NORTH COUNTY REGIONAL FIRE AUTHORITY**

\_\_\_\_\_  
John Cermak, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 4**

\_\_\_\_\_  
Don Waller, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 19**

\_\_\_\_\_  
Keith Strotz, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 21**

\_\_\_\_\_  
Chad Schmidt, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Travis Hots, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Joel Johnson, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Willie Harper, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Eric Andrews, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 5**

\_\_\_\_\_  
Seth Johnson, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Ryan Shaughnessy, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Scott Anderson, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Jim Haverfield, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY EMS AGENCY**

\_\_\_\_\_  
Scott Dorsey, Executive Director  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 27**

\_\_\_\_\_  
Mike Worthy, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH REGIONAL FIRE AND RESCUE**

\_\_\_\_\_  
Kevin O'Brien, Fire Chief  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Bob Eastman, Fire Chief  
Date: \_\_\_\_\_

## **EXHIBIT A**

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

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

#### **Article I Name**

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

#### **Article II Purposes**

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

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

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

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

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

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

### **Article III Gross Revenue**

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

### **Article IV Charitable Nonprofit Corporation**

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

### **Article V Limitation of Directors' Liability**

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

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

#### **Article VI Indemnification**

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

#### **Article VII Registered Office & Agent**

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

CJ Services Corporation  
1500 Railroad Avenue  
Bellingham, WA 98225

#### **Article VIII Members**

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

#### **Article IX Directors**

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

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

Dave DeMarco  
2801 Oakes Ave  
Everett, WA 98201

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

Shaughn Maxwell  
12425 Meridian Avenue South  
Everett, WA 98208

Joe Hughes  
12425 Meridian Avenue South  
Everett, WA 98208

Roy Waugh  
163 Village Court  
Monroe, WA 98272

Don Waller  
1525 Avenue D  
Snohomish 98290

#### **Article X Amendment of Bylaws & Articles**

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

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

#### **Article XI Distribution of Assets Upon Liquidation or Dissolution**

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

#### **Article XII Perpetual Existence**

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

**Article XIII  
Incorporator**

The name and address of the Incorporator is:

Matt T. Paxton  
1500 Railroad Ave  
Bellingham, WA 98225

**IN WITNESS WHEREOF**, the Incorporator has affixed his signature below on this \_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Matt T. Paxton, Incorporator

**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

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

Dated this \_\_\_ day of \_\_\_\_\_, 2024

**CJ SERVICES CORPORATION**

\_\_\_\_\_  
Richard A. Davis III

**EXHIBIT B**  
**BYLAWS**  
**OF**  
**SNOHOMISH COUNTY EMS AGENCY**

**ARTICLE 1**  
**Registered Office and Registered Agent**

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

**ARTICLE 2**  
**Members**

Section 1. Membership.

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

**ARTICLE 3**  
**Powers**

Section 1. General Powers.

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

Section 2. Specific Powers.

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

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

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

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

**ARTICLE 4**  
**Board of Directors**

Section 1. Composition.

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

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

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

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

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

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

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

## Section 2. Term.

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

Section 3. Conditions for Serving as a Director.

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

Section 4. Alternates.

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

Section 5. Quorum.

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

Section 6. Voting.

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

Section 7. Items Requiring Supermajority Vote for Approval.

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

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

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

Section 8. Meetings.

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

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

Section 9. Vacancies.

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

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

Section 10. Resignation.

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

Section 11. Removal of Directors.

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

Section 12. Presumption of Assent.

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

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

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

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

Section 13. Code of Ethics and Conflicts of Interest.

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

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

**ARTICLE 5**  
**Special Measures for Corporate Action**

Section 1. Meetings by Telephone Conference.

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

Section 2. Limitations.

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

**ARTICLE 6**  
**Officers**

Section 1. Officers Designated.

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

Section 2. Election, Qualification and Term of Office.

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

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

Section 3. Powers and Duties.

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

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

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

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

Section 4. Resignation, Removals, and Vacancies.

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

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

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

Section 5. No Remuneration.

No monies shall be paid by SCEMSA to the Officers.

## **ARTICLE 7**

### **Executive Director**

#### Section 1. Appointment.

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

#### Section 2. Delegation of Powers and Duties.

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

#### Section 3. Powers and Duties.

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

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

#### Section 4. Qualification and Removal.

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

**ARTICLE 8**  
**Technical Advisory Committee**

Section 1.     Composition.

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

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

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

Section 2.     Chair and Vice Chair.

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

Section 3.     TAC Purpose.

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

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

Section 4. TAC Quorum.

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

Section 5. No Remuneration.

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

**ARTICLE 9  
OTHER COMMITTEES / SUBCOMMITTEES**

Section 1. Composition.

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

Section 2. Purpose.

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

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

Section 1. Budget.

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

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

Section 2. Deposits.

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

Section 3. Public Funds.

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

**ARTICLE 11**  
**Notices**

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

**ARTICLE 12**  
**Indemnification**

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

**ARTICLE 13**  
**Books and Records**

Section 1. Books and Records.

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

Section 2. Policy Manuals.

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

Section 3. Public Records.

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

**ARTICLE 14  
SCEMSA Seal**

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

**ARTICLE 15  
Amendment of Bylaws**

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

**ARTICLE 16  
Fiscal Year**

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

**ARTICLE 17  
Rules of Order**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

\_\_\_\_\_  
\_\_\_\_\_, President

**EXHIBIT C**

**Budget**

	<b>Description</b>	<b>2024 (SCEMS)</b>	<b>2025 (Proposed)</b>	
<b>Income</b>	Application of Reserves	\$0	\$0	
	Non-Member Assessments	\$250	\$15,500	
	Grants	\$0	\$0	
	Interest	\$500	\$0	
	EMS Assessments	\$497,111	\$943,708	
	<b>Total Income</b>	<b>\$497,861</b>	<b>\$959,208</b>	
<b>Expense</b>	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	
	<b>Total Expense</b>	<b>\$497,861</b>	<b>\$996,660</b>	
		Year 1 Startup Phased Approach Credit		-\$21,952
		Operational Reserve Contribution		\$0
		<b>Total from Member &amp; Private Assessments</b>		<b>\$959,208</b>
		Operational Reserve Starting Balance		\$100,000

**EXHIBIT D**

**Funding Plan**

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

<b>Member Agency</b>	<b>2025 Assessment Share</b>	<b>2023 Assessed Value (Collected in 2024)</b>	<b>Percentage of Total Assessment (2025)</b>
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%
<b>ASSESSMENT TOTAL</b>	<b>\$943,708.21</b>		

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

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

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

## EXHIBIT E

### BUSINESS ASSOCIATE AGREEMENT (“BAA”)

#### 1. DEFINITIONS

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

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

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

#### 2. GENERAL TERMS

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

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

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

#### 3. SPECIFIC REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) **Termination for Breach.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. TERMINATION**

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

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

#### **5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS**

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

## EXHIBIT F

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

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

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

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

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

## **Acts and Regulations**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

## EXHIBIT G

### Member Agency Contact Information

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

**Snohomish County Fire  
District No. 27**

P.O. Box 1846  
Everett, WA 98206

**Marysville Fire Department**

1635 Grove Street  
Marysville, WA 98270

**Mukilteo Fire Department**

10400 47th Place W  
Mukilteo, WA 98275

**North County Regional Fire  
Authority**

8117 267th Street NW  
Stanwood, WA 98292

**South Snohomish County  
Fire & Rescue Regional Fire  
Authority**

12425 Meridian Avenue South  
Everett, WA 98208

**Paine Field Airport Fire  
Department**

10630 36th Place West  
Everett, WA 98204

## SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is entered into by and between Snohomish County 911 ("SNO911") and the Snohomish County EMS Agency ("SCEMSA"), collectively referred to as the "Parties" and individually as a "Party."

### A. RECITALS

**WHEREAS**, pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington ("RCW"), the emergency medical service providers in Snohomish County – SNO911, 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, formed SCEMSA as a separate, independent governmental administrative agency, organized under Washington law as a non-profit corporation under chapter 24.06 RCW; and

**WHEREAS**, under the terms described herein, the Parties desire to enter in an agreement under which SNO911 will provide certain services by employing dedicated employees who will be jointly hired by the Parties and/or assigning non-dedicated SNO911 employees to support the mission of SCEMSA; and

**WHEREAS**, under the terms described herein, SCEMSA desires to lease dedicated office space within SNO911 and have access to shared facility resources including meeting spaces, training room(s), parking, break room(s), restrooms;

**NOW, THEREFORE**, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

### B. TERMS

- 1. Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which SNO911 will provide certain services, loan staff, and provide office space for use by SCEMSA as provided herein.
- 2. Effective Date.** This Agreement shall become effective on the date it is signed by the last party to execute the Agreement, as indicated by the date associated with their respective signature below ("Effective Date").
- 3. Term and Termination.** The Term shall be from the Effective Date through December 31, 2027 ("Term") and may be renewable upon written agreement of the Parties. From the Effective Date through December 31, 2026, this Agreement may be terminated by either party for cause only, after providing 12 months' advance written notice to the other party specifying the reason for the termination and the date of termination, and giving a reasonable opportunity to cure the identified issue(s). After December 31, 2026, this Agreement may be terminated by either Party without cause upon 12 months' advance written notice to the other Party specifying the date of termination. Upon termination of this Agreement, SCEMSA shall remain liable for payment in accordance with the terms of this Agreement for costs incurred prior to the effective date of termination and for any other amounts required to be paid by SCEMSA pursuant to this Agreement.

**4. Loaned Employees.** All Loaned Employees shall be at-will employees of SNO911 and subject to its policies and procedures, including disciplinary actions.

**4.1 Hiring Loaned Employees.** In coordination with a representative of the SCEMSA Board of Directors, SNO911 shall hire the Executive Director (“EMS Director”). The hiring of the EMS Director shall be contingent to confirmation from the SCEMSA Board of Directors. The EMS Director shall inform SNO911 regarding additional employee positions needed by SCEMSA. In coordination with the EMS Director, SNO911 shall hire dedicated employees to fill positions needed by SCEMSA. Such employees, together with the EMS Director, are hereinafter referred to as “Loaned Employees”. All Loaned Employees will be employees of SNO911. SCEMSA shall provide the job description of each Loaned Employee, subject to the approval of SNO911.

**4.2 Paying Loaned Employees.** SCEMSA and SNO911 shall jointly determine the pay range for each Loaned Employee. This determination shall be made annually, prior to SNO911’s adoption of its budgets. Loaned Employees shall be eligible for the same benefits as SNO911 appointed employees.

**4.3 Supervising Loaned Employees.** The SCEMSA Board of Directors shall oversee and supervise the substantive work performance of the EMS Director, including conducting performance evaluations. SNO911 shall supervise the EMS Director’s adherence to SNO911’s policies and procedures. The EMS Director shall supervise the substantive work performance of all other Loaned Employees. Both the EMS Director and SNO911 shall supervise Loaned Employees’ adherence to SNO911’s policies and procedures. All Loaned Employees shall be subject to employee trainings as required by SNO911. SNO911 shall promptly notify the EMS Director of any performance deficiencies or misconduct involving Loaned Employees. In cases involving performance deficiencies or misconduct by the EMS Director, SNO911 shall notify the SCEMSA Board of Directors.

**4.4 Terminating Loaned Employee.** SNO911 reserves the right to terminate any Loaned Employee who is in violation of SNO911 policies and procedures. SCEMSA may direct SNO911 to terminate any Loaned Employee; however, if the termination is directed by SCEMSA, a representative of SCEMSA shall conduct the termination. In the event a Loaned Employee is terminated by either SNO911 or SCEMSA, SCEMSA shall be responsible for any and all costs, wages, or other benefits to which Employee may be entitled (e.g., accrued leave payout) as well as any unemployment compensation payments charged to SNO911.

**4.5 Loaned Employee Consent.** SNO911’s obligation to provide a Loaned Employee is contingent upon that Loaned Employee first executing and providing to SNO911 an acceptable consent form, which is attached as **Exhibit A**. By obtaining such consent, it is the intent of the Parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174 (1979).

5. **Budget.** SCEMSA shall annually include in its adopted budget sufficient funds to pay all costs related to this Agreement.
6. **Fiscal Agent.** SNO911 agrees to act as the Fiscal Agent for SCEMSA. Within SNO911, the Director of Finance shall oversee the administrative actions and functions associated with serving as Fiscal Agent to SCEMSA. SNO911 staff shall provide SCEMSA standard financial services, including account receivable/payables, revenue receipt, investment of fund(s), expenditure recording, payroll, banking, and audit representation. SNO911 shall ensure compliance with federal and state tax reporting, payment, and withholding requirements, such as income taxes, FICA, Medicare, unemployment taxes, and various premiums (e.g., Paid Family and Medical Leave, Long-Term Care).
7. **Other support services.** SNO911 agrees to provide SCEMSA overhead support including services provided by human resources, legal services, general business administration and information technology and facilities.
8. **License.** SNO911 will provide SCEMSA dedicated workspace within its new headquarters that includes approx. 880 sq. ft of furnished private office, access to central facility resources including break rooms, training room, restrooms, meeting spaces, and dedicated parking for 5 vehicles with guest vehicle parking for trainings and meetings. Monthly license fee is provided at a reduced rate of \$1,000.00 per month and will be billed on a monthly basis (“License Fee”). The License Fee will be increased 3% annually. The License Fee includes of routine facility maintenance and operations resulting from normal use. Costs caused by use of SNO911 facilities beyond normal wear and tear will be charged to SCEMSA in addition to monthly rent.
9. **Agreement to pay costs.**
  - 9.1 **Loaned Employees.** SCEMSA agrees to reimburse SNO911 for all costs incurred as employing Loaned Employees. These costs include wages, benefits, and any other actual expenses borne by SNO911. Reimbursement requests for these employees occur monthly.
  - 9.2 **Services rendered.** SCEMSA agrees to reimburse SNO911 for actual costs based on SNO911’S Services Rendered Rates and Flat Rate Service models. Services Rendered Rates reflect the fully encumbered budgetary cost of delivering each specific service. Flat rates are applied to services that involve a routine and predictable body of work with known quantities and scope. This model may be used when it is more efficient to charge a flat rate instead of itemizing time and costs for each task. Services rendered will be billed on a monthly basis. Rates will be updated on an annual basis. Charges will incur in 15 minute increments.

2025 Services Rendered Hourly Rates	
Technical Director	\$145
Technical Manager	\$127
Technical Support	\$85
Records and Admin Manager	\$111
Records Technician	\$61
Administrative Assistant	\$63

Finance Director	\$138
Finance Generalist	\$83
Deputy Director	\$155
Executive Director	\$180
Human Resources Director	\$138
Human Resources Generalist	\$86

**9.3 Supplies, consumables, licenses and other miscellaneous costs.** SCEMSA agrees to reimburse SNO911 for actual costs for items including but not limited to: office supplies, SAAS or other software licenses required for the management of dedicated employees, and consumables. SNO911 will account for and invoice these costs on a monthly basis.

**9.4 Other Costs.** SCEMSA assumes responsibility for the full costs of any materials, supplies, services, and other expenses not provided by SNO911 under this Agreement that are needed or provided by SCEMSA for its operations.

**9.5 Payment of Costs.** All costs discussed in this Section 10 shall be referred to as "Costs". SNO911 shall bill SCEMSA monthly for all known Costs. SCEMSA shall pay SNO911 within thirty (30) days of date of receipt of the invoice. If SCEMSA fails to pay an invoice within thirty (30) days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower. Additionally, SNO911 reserves the right to require SCEMSA to pay a late fee of \$200 per month until the payment is received.

**10. Policies.** SCEMSA hereby approves the application of and adopts, for the purposes of this Agreement, SNO911's policies and procedures related to the services to be provided and the employees to be loaned by SNO911 to SCEMSA hereunder. Such policies and procedures include, but are not limited to, personnel, information technology, facilities, and financial. All Loaned Employees shall be subject to SNO911's policies and procedures.

**11. Cooperation.** Both Parties shall take all reasonably required actions to work with the other Party in a collaborative manner to carry out, monitor, and adapt this Agreement in the best interest of all Parties and the public.

**12. No third-party beneficiaries.** It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

**13. Indemnification.** SCEMSA shall protect, defend, indemnify, and save harmless the SNO911 and its respective officials and employees and member agencies, from any and all claims, arising out of, or in any way resulting from, SCEMSA or SNO911's acts or omissions, including but not limited to claims made on behalf of a current or former Loaned Employee or government agency as a result of any alleged non-compliance by a Party with any applicable law or regulation. Additionally, each

Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

#### **14. Insurance.**

**14.1 Types and Amounts of Coverage.** Both Parties shall carry 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. Both Parties shall also carry a liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of the Loaned 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. Both Parties shall also carry an employment practices liability insurance policy covering all claims arising from the employment process. The limits of liability shall be not less than One Million Dollars (\$1,000,000).

**14.2** Insurance policies required to be maintained under this Agreement shall (a) name the other Party, its commissioners, directors, member agencies, 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 Party; and (d) contain an express waiver of any right of subrogation by the insurance company against the other Party and its commissioners, 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 SNO911, its officers, officials, employees, agents, and insurers.

**14.3** Each Party shall provide a certificate of insurance and the additional insured endorsement to the other Party as evidence of coverage upon request. Receipt of such certificate or policy by a Party does not constitute approval by the Party of the terms of such policy.

**14.4** By requiring the minimum insurance coverage set forth above, neither Party shall be deemed or construed to have not assessed the risks that may be applicable to the other Party under this Agreement. Each Party shall assess its own risks and, if it deems appropriate or prudent, maintain greater limits or broader coverage. A Party's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of that Party to the coverage provided by such insurance, or otherwise limit the other Party's recourse to any remedy available at law or in equity.

**15. Loaned Employee Work Product.** All documents, financial records, computer files, photographs, and other materials produced by the Loaned Employee in connection with the Services rendered under this Agreement shall be the property of SCEMSA and, to the extent possible and in compliance with retention requirements, shall be returned to SCEMSA upon termination of this Agreement.

- 16. Public Records.** SCEMSA shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. SCEMSA shall be responsible for responding to public disclosure requests in accordance with the Washington Public Records Act, chapter 42.56 RCW, except to the extent SNO911 is required by law to provide SCEMSA records in SNO911's control in response to a public records request. SNO911 may provide support services as requested.
- 17. 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.
- 18. 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.
- 19. Nondiscrimination and Fair Employment Practices.** During the performance of this Agreement, neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap, or any other protected status in violation of any applicable law, including but not limited to the Washington State Law Against Discrimination (chapter 49.60 RCW), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), and the Americans with Disabilities Act (42 U.S.C. 12110 et seq.).
- 20. Notices.** Whenever this Agreement provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement. Either Party may update its below notice information by sending notice in writing of such updated information to the other Party.

Notice shall be provided to:

To SCEMSA:

Snohomish County EMS Agency  
Attn: Executive Director  
PO Box 214  
Marysville, WA 98270  
[sdorsey@snocountyems.org](mailto:sdorsey@snocountyems.org)

To SNO911:

Snohomish County 911  
Attn: Executive Director  
332 SW Everett Mall Way  
Everett, WA 982004  
[kmills@sno911.org](mailto:kmills@sno911.org)

- 21. No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of

any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

**22. No Assignment.** Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

**23. 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.

**24. Entire Agreement.** The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

**25. Amendment Only in Writing.** This Agreement may be amended only by agreement of the Parties in writing.

**26. Choice of Law: Venue.** This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of Snohomish County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**27. Miscellaneous.**

**27.1 Attorney's Fees.** In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

**27.2 Continuation of Performance.** In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if SCEMSA fails to pay for the services provided by SNO911, SNO911 can cease providing such services until payment is made.

**27.3 No Joint Venture or Partnership.** No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.

**28. Severability.** The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

**29. Survival Provisions.** The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section 13 – Indemnification

Section 16 – Public Records

Section 26 – Choice of Law; Venue

**30. Counterparts.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT IS HEREBY DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SNOHOMISH COUNTY 911

SNOHOMISH COUNTY EMS AGENCY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its

\_\_\_\_\_  
Its

**EXHIBIT A**

**Consent to Loaned Employee Status**

The Undersigned is an employee of Snohomish County 911. I understand that Snohomish County EMS Agency (the "SCEMSA") has requested that Snohomish County 911 (the "SNO911") provide an employee to SCEMSA to perform services for the SCEMSA and SNO911 has agreed to provide such an employee to SCEMSA (the "Agreement").

In consideration for the wages and benefits that I will receive from SNO911 as a loaned employee to SCEMSA, I agree to the following:

1. I consent and agree to perform services for SCEMSA as required by SCEMSA (the "Services") in accordance with the Agreement.
2. I understand that SCEMSA will be supervising and directing my performance of the Services while I perform Services for SCEMSA and that I will be deemed to be SCEMSA's employee during that time.
3. I understand that for the Services I provide to SCEMSA, I will receive the same compensation and benefits as I am receiving for my work for SNO911. I further understand that I will receive compensation and benefits from SNO911 and not from SCEMSA.

At any time hereunder, I may withdraw my consent by notifying SNO911, and thereby withdraw myself from being loaned to SCEMSA pursuant to the Agreement.

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(Signature)

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(Print Name)

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(Date)

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# Memo

**To:** Snohomish County Fire Protection District 5 Commissioners and Chief

**From:** Heidi Ellerd

**Date:** January 8, 2025

**Re:** Interlocal Agreement re: Snohomish County EMS Agency

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**Whether the District is required to enter into the Interlocal Agreement with Snohomish County EMS Agency?**

My opinion is no, given WAC 246-976-920. This portion of the administrative code indicates what the Medical Program Director (“MPD”) “must” do for EMS providers in Snohomish County. Those bare minimum standards will have to be followed by the MPD even if Snohomish 5 refuses to enter into this Interlocal Agreement.

However, WAC 246-976-920 also indicates what the MPD “may” do for EMS providers in the State of Washington. The Interlocal Agreement allows for additional funding from the Snohomish Fire Districts for the MPD, which will likely result in funding to make programs and services that the MPD “may” provide pursuant to WAC 246-976-920 to be implemented and available to the Districts. If Snohomish 5 chooses not to participate in the Interlocal Agreement those additional programs and services will not be available to you.

**How do you terminate the Agreement?**

If Snohomish 5 wanted to terminate its participation in this Agreement there are two ways to do so. The first would be if Snohomish 5 felt that the amount assessed to them under Section 6 was not acceptable then giving notice by October 31 would effectively terminate the Agreement by December 31 of the year of notice. The second way would be by giving notice at any point during the year which would make the effective date of termination December 31 of that year.

**What happens to any property interest in the event of withdrawal from the Agreement?**

If Snohomish 5 were to withdraw or terminate the Agreement without there being a total termination of the Agreement by all parties, then Snohomish 5 would forfeit any real or personal property interest that it may have in the property owned by SCEMSA. If there is a pending project or operating cost, then Snohomish 5 would still be responsible for its

portion of such cost if it was approved by the Board of SCEMSA prior to withdrawing or terminating. However, any property loaned by Snohomish 5 would be returned to you.

**What is the liability for Snohomish 5 by entering into the Agreement?**

Under section 15 of the Agreement insurance will be obtained by SCEMSA that will name all parties as additional insureds. However, it would be a good idea to have your insurance provider review the coverage amounts under section 15 to ensure they are comfortable with those limits. If there was a claim against SCEMSA then the amounts available for coverage would be allocated amongst the agencies by their respective contributions to SCEMSA. It also appears that Snohomish 5 would indemnify the other agencies in SCEMSA from paying your attorney's fees under section 14.

**What authority would Snohomish 5 have in regard to voting rights?**

SCEMSA will be governed by a Board of Directors. These will obviously be elected by the members of SCEMSA initially. I am assuming the bylaws have not yet been drafted and adopted so that will be done by the initial Board of Directors. Those bylaws will govern the voting rights for particular issues as well as other important issues. Snohomish 5 may not have a position on that Board and therefore would not have a "say" in what those bylaws entailed.

Please let me now if you have further questions regarding this Agreement.

**WAC 246-976-920 Medical program director.** (1) Qualifications - Applicants for certification as a county **medical program director (MPD)** must:

(a) Hold and maintain a current and valid license to practice medicine and surgery under chapter 18.71 RCW or osteopathic medicine and surgery under chapter 18.57 RCW; and

(b) Be qualified and knowledgeable in the administration and management of emergency medical care and services; and

(c) Complete a medical director training course approved by the department within the first two years of initial certification as an MPD unless an EMS fellowship has already been completed or a board certification in EMS is held; and

(d) Be recommended for certification by the local medical community and local emergency medical services and trauma care council (EMS/TC).

(2) MPD certification process. In certifying the MPD, the department will:

(a) Notify the local EMS/TC of a vacancy for an MPD and work with the local EMS/TC council and medical community to identify physicians interested in serving as the MPD;

(b) Receive a letter of interest and curriculum vitae from MPD candidates;

(c) Perform required background checks identified in RCW 18.130.064;

(d) Work with and provide technical assistance to local EMS/TC councils on evaluating MPD candidates;

(e) Obtain letters of recommendation from the local EMS/TC council and local medical community; and

(f) Make final determination to certify the MPD.

(3) Medical control and direction. The certified **MPD** must:

(a) Provide medical control and direction of EMS certified personnel in their medical duties. This is done by oral or written communication; and

(b) Develop and adopt written prehospital patient care protocols for specialized training and to direct EMS certified personnel in patient care. Protocols must:

(i) Meet the minimum standards of the department;

(ii) Not conflict with county operating procedures or regional patient care procedures;

(iii) Not exceed the authorized care of the certified prehospital personnel as described in WAC 246-976-182;

(iv) Be relevant and meet current nationally recognized and state approved EMS practices;

(v) Be approved by the department. The department may consult with MPDs and other technical advisory groups for input prior to approval of protocols;

(vi) Develop and keep updated a mechanism to familiarize and assess competency of EMS providers with the protocols, county operating procedures, and MPD policies; and

(vii) With approval from the department, may enter into medical control agreements with other MPDs to clarify medical oversight for EMS providers to support the continuity of patient care.

(4) MPD policies. The MPD must:

(a) Establish policies as directed by the department to include a policy for storing, dispensing, and administering controlled substances. Policies must be in accordance with state and federal regulations and guidelines;

- (b) Work within the parameters of department policies, regional EMS and trauma care plans, and patient care procedures;
- (c) Participate with local and regional EMS/TC councils to develop and revise:
  - (i) Regional EMS and trauma care plans;
  - (ii) Regional patient care procedures;
  - (iii) County operating procedures when applicable. COPs must not conflict with regional patient care procedures or other state standards; and
  - (iv) Recommendations for improvements in medical control communications and EMS system coordination; and
- (d) MPDs must work within the parameters of the approved regional patient care procedures and the regional plan.
- (5) MPD oversight of training and education. The MPD:
  - (a) Must provide oversight of instructors and supervise training of all EMS providers. MPDs may conduct these activities remotely;
  - (b) Must recommend to the department approval of individuals applying for recognition as senior EMS instructors candidates, senior EMS instructors, EMS evaluators, and locally approve all guest instructors for any EMS education and training;
  - (c) Must recommend to the department approval of training programs, courses, ongoing education and training plans (OTEP), and content for continuing medical education (CME) and ongoing training;
  - (d) May develop or approve an intensive airway management program and approve providers to take the program if live intubations cannot be obtained;
  - (e) May approve providers to perform IV and IO starts on artificial training aids; and
  - (f) May develop an evaluation form for a procedure or skill if one is not provided by the department.
- (6) Certification of EMS providers. The MPD:
  - (a) Must recommend to the secretary certification, recertification, reciprocity, challenge, reinstatement, reissuance of expired certification or denial of certification of EMS personnel and sign applications; and
  - (b) May develop an integration process to evaluate and determine competency of an applicant's knowledge and skills in accordance with department policies. The MPD may:
    - (i) Use examinations to determine competency on department-approved MPD protocols prior to making a recommendation;
    - (ii) Use examinations to determine knowledge and abilities for personnel prior to recommending applicants for certification or recertification;
    - (iii) Prescribe additional required refresher training for expired providers;
    - (iv) Request, review and evaluate an EMS providers training records, skills, and documentation of prehospital medical care provided by the person, to determine proficiency and competency in the application of prehospital care prior to making a recommendation;
    - (v) Prescribe and review clinical and field evaluations; and
    - (vi) An MPD integration process must be approved by the department and may not take more than 90 days to complete unless unusual or extenuating circumstances exist;
  - (c) An MPD may recommend denial of certification to the secretary for any applicant the MPD can document is unable to function as an EMS provider, regardless of successful completion of training, evaluation, or examinations;

(d) An MPD must recommend certified providers to be approved or denied endorsements for specialized skills; and

(e) An MPD may approve a certified advanced emergency medical technician or a paramedic to function at a lower level of certification.

(7) Quality improvement and assurance activities. The MPD:

(a) Must adopt an MPD quality improvement plan that describes how quality improvement activities are conducted by the MPD. The plan must meet the minimum standards of the department;

(b) May access patient care records and reports in the statewide electronic EMS data system for EMS services under their oversight;

(c) May audit the medical care performance of EMS providers in accordance with the MPD quality improvement plan. The audit may include a review of documentation of patient care, training, and skills maintenance of EMS personnel;

(d) May perform counseling and assign remediation regarding the clinical practice of EMS providers;

(e) May recommend to the secretary disciplinary action to be taken against EMS personnel, which may include modification, suspension, or revocation of certification; and

(f) Must participate in regional quality improvement activities.

(8) Oversight of licensed, verified, or recognized EMS services. The MPD:

(a) Must review and make a recommendation to the department for applications for services applying for recognition as an emergency services supervisory organization (ESSO);

(b) Must approve equipment and medications used to provide medical care by EMS personnel; and

(c) May make recommendations for corrections for EMS services that are out of compliance with the regional plan to the department in accordance with WAC 246-976-400.

(9) Delegation of duties. In accordance with department policies and procedures, the MPD may appoint a qualified physician to be an MPD delegate as defined in WAC 246-976-010. The MPD:

(a) May delegate duties to other physicians, except for duties described in subsections (3)(b), (4)(c)(i), (5)(b) and (c), (6)(a), (d), and (e), (7)(e), and (8)(a) of this section.

(i) The MPD must notify the department in writing of the names and duties of individuals so delegated, within 14 days of appointment; and

(ii) The MPD may recommend to the secretary removal of a delegate's authority.

(b) The MPD may delegate duties relating to training, evaluation, or examination of certified or recognized EMS personnel, to qualified nonphysicians.

(10) The secretary may withdraw the certification of an MPD when it finds that the MPD:

(a) Failed to comply with the Uniform Disciplinary Act (chapter 18.130 RCW) and other applicable statutes and regulations;

(b) Is not performing the duties required in applicable statutes and regulations;

(c) Has been recommended for termination by the local EMST council; or

(d) Is no longer authorized to practice within the local medical community.

(11) Modification, suspension, revocation, or denial of certification will be consistent with the requirements of the Administrative

Procedure Act (chapter 34.05 RCW), the Uniform Disciplinary Act (chapter 18.130 RCW), and chapter 246-10 WAC.

(12) The department will make the final determination on termination of the MPD.

[Statutory Authority: RCW 18.71.205, 18.73.081, 43.70.040, 70.168.050, 2017 c 70, 2017 c 295, 2020 c 76, 2021 c 276, 2019 c 314, 2021 c 69, and 2022 c 136. WSR 24-15-104, § 246-976-920, filed 7/22/24, effective 9/30/24. Statutory Authority: Chapters 18.71, 18.73, and 70.168 RCW. WSR 11-07-078, § 246-976-920, filed 3/22/11, effective 5/15/11; WSR 00-08-102, § 246-976-920, filed 4/5/00, effective 5/6/00. Statutory Authority: RCW 43.70.040 and chapters 18.71, 18.73 and 70.168 RCW. WSR 93-01-148 (Order 323), § 246-976-920, filed 12/23/92, effective 1/23/93.]

**MEMORANDUM**

**TO: SCOTT DORSEY**  
**EXECUTIVE DIRECTOR**

**DATE: NOVEMBER 26, 2024**

**FROM: MATT T. PAXTON** *MTP*

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

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

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

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

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

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

- The Approved Assessment would not be able to exceed (or be less than) the prior Approved Assessment by three percent (3%) without a supermajority vote of the Board.
- The Assessment Rate would not be able to exceed \$0.0075 of Assessed Value (per \$1,000) without the prior written approval of at least two-thirds (2/3) of the 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.

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<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>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>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-

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<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

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

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

**INTERLOCAL AGREEMENT**  
**FOR**  
**FUNDING OF JOINT DELEGATE PHYSICIAN**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is entered into by and between Snohomish County EMS and Trauma Care Counsel (“SCEMS”), Snohomish County Fire Snohomish County Fire District No. 5 Snohomish County Fire District No. 17 and Snohomish County Fire District No. 26”) (collectively, the “Providers” or a “Provider” )for services.

**I. RECITALS**

**WHEREAS**, the purpose of this Agreement is to perform services to the Providers, and those agencies within Provider’s service area for which Provider contracts for delegate physician services;

**WHEREAS**, the Snohomish County Medical Program Director may delegate to a physician the duties set forth in WAC 246-976-920(3)(a), 4(a) (c), and (d), 5(a), (e), and (f), 6(a) –(c) and (e), 7(a) – (d) and (f), and 8 (b) – (c) to be performed for the Providers in which SCEMS contracts for delegate physician services; and

**WHEREAS**, the Parties are desirous of having SCEMS provide services, which are above those provided equally to all EMS agencies throughout Snohomish County; and

**Whereas**, SCEMS has determined in order to provide those services requested, it must employ a physician and delegate tasks typically held by the Medical Program Director.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements 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. **TERM.** This Agreement shall commence on [REDACTED] and remain in effect until terminated, as provided herein. This Agreement may be terminated by any Party upon seven (7) days’ written notice and opportunity to cure should one party fail to perform in accordance with its terms through no fault of the other. In addition, any Party may terminate this Agreement with or without cause, upon forty-five (45) days’ written notice to the other party.
2. **SERVICES.** Subject to the approval by each of the Providers and the delegation of duties by the Medical Program Director, SCEMS shall hire a physician to provide the Providers with delegate physician services as outlined in **Exhibit A** (Scope of Work”). All modifications and amendments to Exhibit A shall be approved by each of the Providers.
3. **OFFICE SPACE, EQUIPMENT, AND SUPPLIES.** SCEMS shall furnish sufficient office space, equipment, supplies, services, vehicles and technology to the delegate physician for performance of those services described in Exhibit A.
4. **COMPENSATION.** For the services provided by the SCEMS pursuant to this Agreement, the Providers shall each pay to SCEMS their Provider Share the following amounts, billed quarterly (the “Contract Payment”), which shall include a quarterly fee of [REDACTED], The quarterly fee shall be prorated for partial quarters.

4.1. **Provider Share.** SCEMS shall bill each provider 1/3 of the quarterly fee outlined in Article 4 at the beginning of the new quarter. (January 1, April 1, July 1, October 1)

4.2. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, SCEMS shall provide the Providers with quarterly invoices. The Providers shall pay all invoiced amounts within forty-five (45) days of receipt.

**Cost Increases.** Annually, the quarterly fee will be increased in the amount of 3%. This increase shall be made by SCEMS on the January 1<sup>st</sup> billing of each year.

5. **ACCOUNTING RECORDS.** SCEMS will maintain accounting records, including, but not limited to original receipts, invoices, and related verification, in accordance with generally accepted accounting principles and practices. These records will be available to the Providers during SCEMS's normal business hours for a period of three (3) years after the expiration and/or termination of this Agreement, whichever is later.

6. **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.

7. **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.

8. **NON-DISCRIMINATION.** In connection with the performance of this Agreement, SCEMS shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental, or physical disability, or use of a trained dog guide or service animal. SCEMS shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental, or physical disability, use of a trained dog guide or service animal, or any other protected class.

9. **NOTICES.** Notices to the parties shall be sent to the following address:

SCEMS:	Snohomish County EMS / TC Council ATTN: Scott Dorsey, Executive Director PO Box 214 Marysville, WA 98270 scott.dorsey@snocountyems.org
SCFD5:	Snohomish County Fire District No. 5 ATTN: Chief Seth Johnson 32905 Cascade View Drive Sultan, WA 98294 s.johnson@snofire5.org
SCFD17	Snohomish County Fire District No. 17 ATTN: Chief Jim Haverfield PO Box 1049 Granite Falls, WA 98252 jim.haverfield@gffd17.org
SCFD26	Snohomish County Fire District No. 26 ATTN: Chief Eric Andrews 501 Lewis Ave Gold Bar WA 98251 eandrews@skyvalleyfire.org

The Parties agree that the addresses of all parties to which notice shall be given may be changed at any time by written notice to the other Party.

10. **WORK PRODUCT.** All documents, analysis, and data of whatever kind prepared by a delegate physician pursuant to this Agreement shall be deemed property of the Providers upon completion or termination of this Agreement. SCEMS may keep file copies of his work product but shall retain no other rights of ownership therein.

11. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Washington and shall be construed and interpreted in accordance with Washington law, regardless of the law that might otherwise apply under common law principles of conflicts of law. The Parties consent to personal jurisdiction in the State of Washington for any dispute or claim related to this Agreement or the subject matter of this Agreement. The venue for any dispute or claim related to this Agreement or the subject matter of this Agreement is a court in Snohomish County, Washington.

12. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

13. **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.

14. **PRIVACY PROTECTION.** SCEMS shall appropriately safeguard Protected Health Information ("PHI") that is created, received, maintained, or transmitted on behalf of the Providers 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 the MPD-D agreement between the physician and SCEMS, and the SCEMS Business Associate Agreement.

15. **ASSIGNMENT.** Any assignment of this Agreement by any Party without the prior written consent of the non-assigning Parties shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

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

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, effective the date of the last authorized signature below.

**SNOHOMISH COUNTY EMS AND  
TRAUMA CARE COUNSEL**

\_\_\_\_\_  
Scott Dorsey, Executive Director  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO. 5**

\_\_\_\_\_  
Seth Johnson, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO.  
17**

\_\_\_\_\_  
Jim Haverfield, Fire Chief  
Date: \_\_\_\_\_

**SNOHOMISH COUNTY FIRE DISTRICT NO.  
26**

\_\_\_\_\_  
Eric Andrews, Fire Chief  
Date: \_\_\_\_\_

DRAFT

## EXHIBIT A Scope of Work

The Medical Program Director Delegate Physician is responsible for providing the following services to each of the Providers.

- Chart Review. The MPD-D shall perform chart review services for the Providers to ensure appropriateness of treatments and care, adherence to the Snohomish County Patient Care Protocols, and compliance with the North Region EMS and Trauma Care System Patient Care Protocols. Chart review shall be conducted via the ESO online platform, and include the following:
  - 100% Review of Advanced Airway Management Cases
  - 100% Review of Cardiac Arrest Cases
  - Review of a minimum of 2 ALS patient contacts per provider per month (This may be met by mandatory chart reviews or reviews performed by other agencies)
  - Cases included in the Snohomish County EMS Quality Management Plan listed as “to be regularly reviewed by MPD-D”.
  - Any cases requested to be reviewed by the Fire Chief or designee.
- Education. The MPD-D shall provide educational services to the Providers and their personnel, based upon a schedule that is defined by the Providers.
  - MPD-D shall provide a total of nine (9), Two (2) hour run reviews each calendar year, utilizing a hybrid format combining in-person and online meetings.
    - Cases shall be prepared for review by the MPD-D prior to run review and all PHI shall be redacted.
    - Run reviews shall include an education component. The topic of such education will be agreed upon between the Provider and the MPD-D prior to the session.
  - \* Provide 1 CAM class per year (Ask About This and the future requirements of SCEMS)
- Direct Provider management
  - Review 100% of patient contacts for new providers undergoing Paramedic Integration and Mentorship program
  - ALS provider skills checkoffs
- Additional tasks requested by a Provider shall be billed by SCEMS at a rate of \$XXX per hour to the requesting provider. This provider direct cost shall not be allocated per the provider cost share formula in 4.1.

DRAFT



## Open Issues/Actions

Date Last Visited	OPEN ISSUES	Action Taken	Priority
Date Last Visited	TABLED OR POSTPONED ISSUES	Action Taken	
05/22/23	Mitigation Fees - Growth Planning	In progress	
Date Last Visited	CLOSED ISSUES - Items will be removed 5 years after the date last visted.	Action Taken	
03/09/20	Sunset Clause addition to Resolution 2020-01 Voucher pre-approval	Completed	
03/09/20	Resolution 2020-01 Sunset Clause	Completed	
04/12/21	Consideration of a Five Member Board of Commissioners	Completed	
02/22/21	Recruitment and hiring process for a Chief Officer	Completed	
12/27/21	Exploration of a District 5 Medic Program	Completed	
04/25/22	Life Insurance for Part Time and Volunteers	Completed	
06/27/22	ALS Contract Snohomish Regional Fire and Rescue	Completed	



**Purchase Order**  
**Snohomish County Fire District #5**

32905 Cascade View Dr.  
 Sultan, WA 98294  
 360-793-1179 or Fax: 360-799-0563

Number: 2024-3571

Date: 12/31/2024

Vendor:	360-423-4321
Bud Clary Ford	
Longview, WA 98632	
Vendor Code:	
Account Number:	

BAR Code: \_\_\_\_\_

Split BAR: \_\_\_\_\_

Requested By: Johnson, Seth

Check if Purchased with Credit Card:

Check if Ordered on Verbal Approval:

Amazon.com Order?

**Reason for Purchase:**

New command vehicle.

Order Details:

<i>Item Number</i>	<i>Item Name</i>	<i>Units</i>	<i>Qty</i>	<i>Price</i>	<i>Subtotal</i>	<i>Est. Tax</i>
	2024 Ford F-150	1		\$63,747.00	\$63,747.00	\$5,800.98
	License and plate fees	1		\$500.00	\$500.00	\$45.50

**Total Including Estimated Tax: \$70,093.48**

Chief Johnson Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Commissioner Signature: \_\_\_\_\_ (required for amounts over \$10,000) Date: \_\_\_\_\_