

**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

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

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

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 Any Member Agency may withdraw its membership and terminate its participation in this Agreement after the initial term 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 upon expiration of the Initial Term or on the last day of the calendar year following delivery of appropriate notice to all other Member Agencies, whichever is later. 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

Signed by: Byron Hughes
 Its: C25E9DE21CEA415
 Date: 2/20/2025

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

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

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

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

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

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

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

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

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

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

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

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

PAINE FIELD AIRPORT FIRE DEPARTMENT

Joshua Cole, Fire Chief

Date: _____

EVERETT FIRE DEPARTMENT

Dave DeMarco, Fire Chief

Date: _____

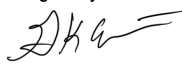
MARYSVILLE FIRE DEPARTMENT

Ned Vander Pol, Fire Chief

Date: _____

MUKILTEO FIRE DEPARTMENT

Signed by:



Glen Albright, Fire Chief

Date: 3/4/2025

NORTH COUNTY REGIONAL FIRE AUTHORITY

John Cermak, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 4

Signed by:



Don Waller, Fire Chief

Date: 2/20/2025

SNOHOMISH COUNTY FIRE DISTRICT NO. 19

DocuSigned by:

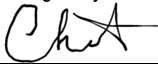


Keith Strotz, Fire Chief

Date: 2/19/2025

SNOHOMISH COUNTY FIRE DISTRICT NO. 21

Signed by:



Chad Schmidt, Fire Chief

Date: 2/20/2025

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

Signed by:

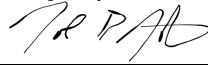


Travis Hots, Fire Chief

Date: 2/20/2025

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

Signed by:



Joel Johnson, Fire Chief

Date: 2/24/2025

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

Signed by:



Willie Harper, Fire Chief

Date: 2/19/2025

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

DocuSigned by:



Eric Andrews, Fire Chief

Date: 2/19/2025

SNOHOMISH COUNTY FIRE DISTRICT NO. 5

DocuSigned by:

A8C02480A6714C6...
Seth Johnson, Fire Chief
Date: 2/25/2025

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

Signed by:

CD8BF48A529E496...
Ryan Shaughnessy, Fire Chief
Date: 3/4/2025

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

Signed by:

692E2DF7C50942A...
Scott Anderson, Fire Chief
Date: 3/12/2025

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

DocuSigned by:

2035FB00A63D43D...
Jim Haverfield, Fire Chief
Date: 2/20/2025

SNOHOMISH COUNTY EMS AGENCY

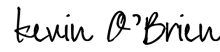
Signed by:

B4022234F5A8D499...
Scott Dorsey, Executive Director
Date: 2/19/2025

SNOHOMISH COUNTY FIRE DISTRICT NO. 27

Mike Worthy, Fire Chief
Date: _____

SNOHOMISH REGIONAL FIRE AND RESCUE

Signed by:

131F050B2030477...
Kevin O'Brien, Fire Chief
Date: 2/20/2025

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

Signed by:

8CB84C723A0E420...
Bob Eastman, Fire Chief
Date: 2/20/2025

Signed by:

C93B3185BB58455...
2/19/2025

Snohomish County Fire 27

Signed by:

3D8A8F30E393436...
North County Regional Fire Authority
3/3/2025

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 3/17/2025, 2024.

Signed by:

C043C6A4536D42E...

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 ^{2/20/2025}_____, 2024

CJ SERVICES CORPORATION

Signed by:

Richard A. Davis III

8F D2203A ECE3426
Richard A. Davis III

EXHIBIT B
BYLAWS
OF
SNOHOMISH COUNTY EMS AGENCY

ARTICLE 1
Registered Office and Registered Agent

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

ARTICLE 2
Members

Section 1. Membership.

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

ARTICLE 3
Powers

Section 1. General Powers.

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

Section 2. Specific Powers.

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

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

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

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

ARTICLE 4

Board of Directors

Section 1. Composition.

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

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

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

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

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

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

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

Section 2. Term.

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

Section 3. Conditions for Serving as a Director.

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

Section 4. Alternates.

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

Section 5. Quorum.

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

Section 6. Voting.

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

Section 7. Items Requiring Supermajority Vote for Approval.

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

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

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

Section 8. Meetings.

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

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

Section 9. Vacancies.

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

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

Section 10. Resignation.

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

Section 11. Removal of Directors.

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

Section 12. Presumption of Assent.

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

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

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

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

Section 13. Code of Ethics and Conflicts of Interest.

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

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

ARTICLE 5
Special Measures for Corporate Action

Section 1. Meetings by Telephone Conference.

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

Section 2. Limitations.

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

ARTICLE 6
Officers

Section 1. Officers Designated.

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

Section 2. Election, Qualification and Term of Office.

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

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

Section 3. Powers and Duties.

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

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

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

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

Section 4. Resignation, Removals, and Vacancies.

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

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

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

Section 5. No Remuneration.

No monies shall be paid by SCEMSA to the Officers.

ARTICLE 7

Executive Director

Section 1. Appointment.

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

Section 2. Delegation of Powers and Duties.

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

Section 3. Powers and Duties.

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

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

Section 4. Qualification and Removal.

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

ARTICLE 8

Technical Advisory Committee

Section 1. Composition.

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

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

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

Section 2. Chair and Vice Chair.

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

Section 3. TAC Purpose.

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

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

Section 4. TAC Quorum.

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

Section 5. No Remuneration.

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

ARTICLE 9 OTHER COMMITTEES / SUBCOMMITTEES

Section 1. Composition.

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

Section 2. Purpose.

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

ARTICLE 10 Budget, Operations Report, and Public Funds

Section 1. Budget.

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

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

Section 2. Deposits.

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

Section 3. Public Funds.

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

ARTICLE 11
Notices

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

ARTICLE 12
Indemnification

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

ARTICLE 13
Books and Records

Section 1. Books and Records.

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

Section 2. Policy Manuals.

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

Section 3. Public Records.

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

ARTICLE 14
SCEMSA Seal

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

ARTICLE 15
Amendment of Bylaws

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

ARTICLE 16
Fiscal Year

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

ARTICLE 17
Rules of Order

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

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

DATED this _____ day of _____, 2025.

Attest:

_____, President

EXHIBIT C**Budget**

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

EXHIBIT D**Funding Plan****Assessment Rate – \$0.00461258 per \$1,000**

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

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

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

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

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

1. DEFINITIONS

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

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

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

2. GENERAL TERMS

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

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

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

3. SPECIFIC REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) **Termination for Breach.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMINATION

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

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

5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

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

EXHIBIT F

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

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

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

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

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

Acts and Regulations

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

EXHIBIT G

Member Agency Contact Information

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

**Snohomish County Fire
District No. 27**

P.O. Box 1846
Everett, WA 98206

Marysville Fire Department

1635 Grove Street
Marysville, WA 98270

Mukilteo Fire Department

10400 47th Place W
Mukilteo, WA 98275

**North County Regional Fire
Authority**

8117 267th Street NW
Stanwood, WA 98292

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

12425 Meridian Avenue South
Everett, WA 98208

**Paine Field Airport Fire
Department**

10630 36th Place West
Everett, WA 98204