



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, January 8, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: December 18, 2024

Mayor's Comments: Swear In Of Police Officers: Raphael Auguste And Thane Jennings

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$4,397,136.38 For The Period Ending December 14, 2024 Through December 20, 2024.

Documents:

[RES_CLAIMS PAYABLE 12.20.24.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$4,792,974.96 For The Period Ending December 21, 2024 Through December 27, 2024.

Documents:

[RES_CLAIMS PAYABLE 12.27.24.PDF](#)

(3) Adopt Resolution Authorizing Electronic Claims Against The City Of Everett In The Amount Of \$9,462,768.74 For The Period Ending November 1, 2024 Through November 30, 2024.

Documents:

[RES_EFT COUNCIL 2024-11.PDF](#)

(4) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,335,902.47 For The Period Ending December 14, 2024.

Documents:

[RES_2024 PAYROLL PAY PERIOD 26.PDF](#)

(5) Award An Increase To The Overall Spending For Request For Proposal #2022-074 Landscape Maintenance Service.

Documents:

[LANDSCAPING MAINTENANCE SERVICES_INCREASE.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 1 To Continue Environmental Analytical Testing Services With Eurofins Environment Testing Northwest, LLC.

Documents:

[EUROFINS ENVIRONMENTAL TESTING NW, LLC-EDGE ANALYTICAL ENVIRONMENTAL ANALYTICAL SERVICES PSA-AMENDMENT NO. 1.PDF](#)

(7) Authorize The Mayor To Sign The Professional Services Agreement With GeoEngineers For Monitoring Services At The Diking Improvement District Advance Mitigation Site In The Amount Not To Exceed \$78,000.

Documents:

[GEOENGINEERS-2024 YEAR 7 DID5 AMS MONITORING-PSA.PDF](#)

(8) Adopt A Resolution Declaring A 2007 Dodge 3500 Sprinter, V0203 Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2007 DODGE SPRINTER VAN.PDF](#)

(9) Authorize The Mayor To Sign The HMA Renewal Contract.

Documents:

[HMA 2025 RENEWAL.PDF](#)

BRIEFING & ACTION ITEM:

(10) Authorize The Mayor To Sign The Interlocal Agreement For Creation Of Snohomish County EMS Agency (SCEMSA.)

Documents:

[SCEMSA ILA.PDF](#)

ACTION ITEMS:

(11) Nomination Of Council President / Mayor Pro Tempore And Vice-President For The Year 2025.

Documents:

[ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT.PDF](#)

(12) Award The Construction Contract To Earthwork Solutions, LLC. Of Arlington, WA In

The Amount Of \$663,840.07 For The Fulton Street Bicycle Pedestrian Corridor And Deny Bid Protest By Always Active Services.

Documents:

[EARTHWORK SOLUTIONS-FULTON STREET BICYCLE PEDESTRIAN CORRIDOR-AWARD.PDF](#)

(13) CB 2411-41 – 3rd & Final Reading - Adopt An Ordinance Establishing Everett Utility Rates For The 2025 Through The 2028 Operating Years.

Documents:

[CB 2411-41.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov or call the Council offices at 425.257.8703.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



Councilperson Introducing Resolution

Passed and approved this _____ day of _____ , 2025

Council President

City of Everett

Claims Resolution Summary (All Funds) for the period 12/14/2024 to 12/20/2024

Printed: 12/26/2024 8:22 am

Fund	Amount
001 City Council	491.53
002 General Government	1,174.11
003 Legal	177,413.54
004 Administration	339.65
005 Municipal Court	5,736.70
007 Human Resources	487.46
009 Misc Financial Funds	338,312.47
010 Finance	1,226.98
015 Information Technology	136.39
021 Planning & Community Dev	862.14
024 Public Works-Engineering	57,866.36
026 Animal Shelter	216.19
030	157.75
031 Police	5,846.24
032 Fire	3,836.90
038 Facilities/Maintenance	611.26
101 Parks & Recreation	55,115.96
110 Library	12,152.06
112 Community Theater	18,110.55
119 Public Works-Street Improvements	800.00
120 Public Works-Streets	706.13
126 MV-Equipment Replacement Reserve	60,454.87
130	1,809.75
138 Hotel/Motel Tax	35,853.14
145 Real Property Acquisition	10,112.54
146 Property Management	22,628.44
152 Cum Reserve-Library	1,815.44
153 Emergency Medical Services	93,679.32
155 Capital Reserve Fund	14,795.40
156 Criminal Justice	53,836.46
197 CHIP Loan Program	226.06
303 PW Improvement Projects	8,795.82
336	2,383,365.50
342 City Facilities Construction	48,630.51
354 Parks Capital Construction	18,710.54
401 Public Works-Utilities	410,797.56
402 Solid Waste Utility	1,618.37
425 Public Works-Transit	42,651.97
430 Everpark Garage	7,309.02
440 Golf	45,782.56
501 MVD-Transportation Services	100,438.33
503 Self-Insurance	23,103.02
505 Computer Reserve	53,158.85
507 Telecommunications	5,876.22
637 Police Pension	38,848.44
638 Fire Pension	58,099.73
661 Claims	64,279.78
663 Investment Earnings	3,750.00

City of Everett

Claims Resolution Summary (All Funds) for the period 12/14/2024 to 12/20/2024

Printed: 12/26/2024 8:22 am

Fund	Amount
665 Other Special Agency Funds	75,394.42
670	29,713.95
Total All Funds	<u><u>4,397,136.38</u></u>

BATCH	INV_AMOUNT	DISC_AMT	NET_AMT
192502	\$217.00	\$0.00	\$217.00
192513	\$2,966.00	\$0.00	\$2,966.00
192516	\$13,739.71	\$0.00	\$13,739.71
192520	\$5,055.40	\$0.00	\$5,055.40
192521	\$1,724,952.77	\$0.00	\$1,724,952.77
192525	\$259,238.80	\$0.00	\$259,238.80
192526	\$1,205.76	\$0.00	\$1,205.76
192528	\$9,000.00	\$0.00	\$9,000.00
192529	\$50.00	\$0.00	\$50.00
192530	\$1,662.00	\$0.00	\$1,662.00
192531	\$28,070.34	\$0.00	\$28,070.34
192532	\$329,616.55	\$0.00	\$329,616.55
192534	\$34,344.10	\$0.00	\$34,344.10
192535	\$10,675.86	\$0.00	\$10,675.86
192536	\$15,977.27	\$0.00	\$15,977.27
192537	\$8,220.87	\$0.00	\$8,220.87
192538	\$516,640.79	\$0.00	\$516,640.79
192539	\$128,675.34	\$0.00	\$128,675.34
192540	\$27,265.50	\$0.00	\$27,265.50
192541	\$3,075.00	\$0.00	\$3,075.00
192542	\$975.00	\$0.00	\$975.00
192543	\$196,932.70	\$0.00	\$196,932.70
192544	\$4,375.00	\$0.00	\$4,375.00
192565	\$70,238.58	\$0.00	\$70,238.58
192566	\$88,187.89	\$0.00	\$88,187.89
192567	\$2,000.58	\$0.00	\$2,000.58
192568	\$10,990.39	\$0.00	\$10,990.39
192571	\$787.82	\$0.00	\$787.82
192578	\$24,372.74	\$0.00	\$24,372.74
192579	\$1,558.80	\$0.00	\$1,558.80
192581	\$51,172.75	\$0.00	\$51,172.75
192583	\$136,740.85	\$0.00	\$136,740.85
192585	\$2,568.69	\$0.00	\$2,568.69
192586	\$110,753.23	\$0.00	\$110,753.23
192587	\$3,493.86	\$0.00	\$3,493.86
192588	\$14,985.62	\$0.00	\$14,985.62
192589	\$64,279.78	\$0.00	\$64,279.78
192590	\$49,269.42	\$0.00	\$49,269.42
192591	\$166,744.19	\$0.00	\$166,744.19
192603	\$5,038.07	\$0.00	\$5,038.07
192608	\$1,376.50	\$0.00	\$1,376.50
192610	\$113,846.88	\$0.00	\$113,846.88
192611	\$64,344.31	\$0.00	\$64,344.31
192615	\$55,948.57	\$0.00	\$55,948.57
192616	\$29,618.07	\$0.00	\$29,618.07
192618	\$5,887.03	\$0.00	\$5,887.03
Summary	\$4,397,136.38	\$0.00	\$4,397,136.38

2024

Batches APPROVED for the Claims Period

December 14 - December 20, 2024

Dir Dep	Misc	Acctg	Others	BATCH	PHASE 1		PHASE 2	
					Net	Discount	Overhead	O/H code
					BALANCE on THURSDAY		BALANCE on FRIDAY	
			2	192502	217.00			
			1	192513	2,966.00			
			5	192516	13,739.71			
			1	192520	5,055.40			
			9	192521	1,724,952.77			
			9	192525	259,238.80			
			3	192526	1,205.76			
			1	192528	9,000.00			
			1	192529	50.00			
			18	192530	1,662.00			
		45		192531	28,070.34			
		10		192532	329,616.55			
			8	192534	34,344.10			
			24	192535	10,675.86			
		19		192536	15,977.27			
		7		192537	8,220.87			
			10	192538	516,640.79			
		20		192539	128,675.34			
			6	192540	27,265.50			
			12	192541	3,075.00			
			14	192542	975.00			
		33		192543	196,932.70			
			12	192544	4,375.00			
	*		22	192565	70,238.58			
			16	192566	88,187.89			
			4	192567	2,000.58			
			18	192568	10,990.39			
		1		192571	787.82			
		1		192578	24,372.74			
			4	192579	1,558.80			
			9	192581	51,172.75			
			1	192583	136,740.85			
		3		192585	2,568.69			
		20		192586	110,753.23			
		22		192587	3,493.86			
		21		192588	14,985.62			
			15	192589	64,279.78			
		1		192590	49,269.42			

	13		192591	166,744.19			
	1		192603	5,038.07			
	2		192608	1,376.50			
	10		192610	113,846.88			
	5		192611	64,344.31			
	64		192615	55,948.57			
	24		192616	29,618.07			
	4		192618	5,887.03			
326	225	1	ET Subtot	4,397,136.38	0.00	0.00	
			Discounts	0.00			
			Overheads	0.00			
			Previous Yr Adj				
			Post-check Adj				
			Other Adj (year end, etc.)	0.00			
				4,397,136.38	My TOTAL		
				4,397,136.38	COUNCIL RESOLUTION TOTAL		
				0.00	DIFFERENCE		

City of Everett

Claims Resolution Summary (All Funds) for the period 12/21/2024 to 12/27/2024

Printed: 12/27/2024 3:10 pm

Fund	Amount
002 General Government	-5,165.18
003 Legal	3,758.00
009 Misc Financial Funds	479,182.12
018	3,128.89
024 Public Works-Engineering	536.56
031 Police	7,863.90
032 Fire	12,246.30
101 Parks & Recreation	7,356.31
110 Library	58.81
138 Hotel/Motel Tax	2,767.80
146 Property Management	1,030.51
148 Cum Reserve-Parks	155.23
152 Cum Reserve-Library	2,100.00
153 Emergency Medical Services	5,966.70
155 Capital Reserve Fund	15,609.10
197 CHIP Loan Program	1,399.10
303 PW Improvement Projects	1,646,749.66
336	2,138,386.72
354 Parks Capital Construction	20,946.14
401 Public Works-Utilities	200,210.59
402 Solid Waste Utility	27,690.52
425 Public Works-Transit	114,412.57
430 Everpark Garage	2,143.54
440 Golf	10,246.77
501 MVD-Transportation Services	83,220.62
508 Health Benefits Reserve	7,500.00
637 Police Pension	1,500.00
638 Fire Pension	1,973.68
Total All Funds	<u><u>4,792,974.96</u></u>

BATCH	INV_AMOUNT	DISC_AMT	NET_AMT
192570	\$2,100.00	\$0.00	\$2,100.00
192601	\$6,190.90	\$0.00	\$6,190.90
192604	\$473.17	\$0.00	\$473.17
192605	\$3,339.75	\$0.00	\$3,339.75
192606	\$9,108.50	\$0.00	\$9,108.50
192609	\$536.56	\$0.00	\$536.56
192612	\$1,992.75	\$0.00	\$1,992.75
192614	\$3,671,228.43	\$0.00	\$3,671,228.43
192619	\$58.81	\$0.00	\$58.81
192620	\$225.00	\$0.00	\$225.00
192624	\$1,596.67	\$0.00	\$1,596.67
192628	\$232.09	\$0.00	\$232.09
192629	\$445.13	\$0.00	\$445.13
192630	\$14,344.91	\$0.00	\$14,344.91
192631	\$139,092.57	\$0.00	\$139,092.57
192633	\$3,758.00	\$0.00	\$3,758.00
192637	\$14,981.20	\$0.00	\$14,981.20
192640	\$9,353.91	\$0.00	\$9,353.91
192641	\$168,743.71	\$0.00	\$168,743.71
192642	\$13,459.10	\$0.00	\$13,459.10
192643	\$30,000.00	\$0.00	\$30,000.00
192645	\$2,888.07	\$0.00	\$2,888.07
192647	\$30,971.67	\$0.00	\$30,971.67
192648	\$3,473.68	\$0.00	\$3,473.68
192649	\$494,999.31	\$0.00	\$494,999.31
192659	\$93,911.77	\$0.00	\$93,911.77
192661	\$75,469.30	\$0.00	\$75,469.30
Summary	\$4,792,974.96	\$0.00	\$4,792,974.96

2024		Batches APPROVED for the Claims Period						2024	
December 21 - December 27, 2024									
Dir Dep				PHASE 1		PHASE 2			
Misc	Acctg	Others	BATCH	Net	Discount	Overhead	O/H code		
				BALANCE on THURSDAY		BALANCE on FRIDAY			
		3	192570	2,100.00					
		1	192601	6,190.90					
		4	192604	473.17					
		1	192605	3,339.75					
		1	192606	9,108.50					
	1		192609	536.56					
		2	192612	1,992.75					
		9	192614	3,671,228.43					
		2	192619	58.81					
		1	192620	225.00					
		1	192624	1,596.67					
		1	192628	232.09					
		1	192629	445.13					
		15	192630	14,344.91					
		8	192631	139,092.57					
		3	192633	3,758.00					
	42		192637	14,981.20					
		30	192640	9,353.91					
		15	192641	168,743.71					
		40	192642	13,459.10					
		1	192643	30,000.00					
		2	192645	2,888.07					
		13	192647	30,971.67					
	5		192648	3,473.68					
	18		192649	494,999.31					
	1		192659	93,911.77					
	21		192661	75,469.30					
	88	154	ET Subtotal	4,792,974.96	0.00	0.00			
			Discounts	0.00					
			Overheads	0.00					
			Previous Yr Adj						
			Post-check Adj						
			Other Adj (year end, etc.)						
				4,792,974.96	My TOTAL				
				4,792,974.96	COUNCIL RESOLUTION TOTAL - PHASE 2				
				(0.00)	DIFFERENCE				



RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month November 1 through November 30 2024, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	275,742.11
101	Park	23,870.97
110	Library	3,821.07
112	Community Theater	5,122.19
120	Streets	10,530.54
146	Parking Lot Reserve	1,934.25
148	Municipal Art Fund	45.86
151	Animal Reserve	18,119.49
152	Library Reserve	218.25
153	EMS	14,725.24
155	Gen Gov Spec Proj	2,813.60
156	Criminal Justice	3,381.32
197	CHIP	182.98
303	Public Works Improvement Proj	705.93
342	City Facilities Construction	7,399.36
401	Utilities	574,566.87
402	Solid Waste Utility	1,079.32
425	Transit	63,931.89
430	Everpark Garage	4,335.39
440	Golf	143,242.21
501	Transportation Services	136,626.80
503	Self-Insurance Fund	597,446.02
505	Computer Reserve Fund	2,995.92
508	Health Benefits Reserve	1,725,568.94
637	Police Pension	85,714.70
638	Fire Pension	74,477.57
661	Payroll Withholding	5,666,532.40
670	Custodial Funds	17,637.55
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		9,462,768.74

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2025

Council President



RESOLUTION NO. _____

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of December 14, and checks issued December 20, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,178.31	7,208.76
003	Legal	88,936.88	24,487.49
004	Administration	52,815.55	9,780.02
005	Municipal Court	81,435.94	22,588.11
007	Personnel	55,047.74	16,931.92
010	Finance	111,647.93	33,741.34
015	Information Technology	112,319.88	36,047.73
018	Communications and Marketing	22,109.89	7,016.37
021	Planning & Community Dev	119,544.94	33,653.24
024	Public Works	223,638.73	72,457.49
026	Animal Shelter	60,184.52	23,673.06
030	Emergency Management	9,864.81	3,395.48
031	Police	1,205,074.15	308,215.75
032	Fire	752,491.88	187,359.48
038	Facilities/Maintenance	99,064.73	37,102.25
101	Parks & Recreation	125,366.88	48,401.82
110	Library	113,647.60	36,816.89
112	Community Theatre	8,653.64	2,289.16
120	Street	76,307.92	28,517.57
153	Emergency Medical Services	424,583.56	95,596.37
197	CHIP	7,701.53	1,980.70
198	Community Dev Block	3,839.51	1,257.13
401	Utilities	927,874.52	338,458.27
425	Transit	534,723.20	196,199.73
440	Golf	24,769.56	10,361.40
501	Equip Rental	81,078.67	29,597.18
		<u>\$5,335,902.47</u>	<u>\$1,613,134.71</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Award An Increase to the Overall Spend For Request For Proposal #2022-074 Landscape Maintenance Services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/08/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Contract Pricing

Department(s) involved:

Procurement & Parks & Facilities

Contact person:

Theresa Bauccio-Teschlog

Phone number:

425-257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Landscape Maintenance Services

Partner/Supplier: Total Landscape Corporation

Location: Various

Preceding action: Authorize Release: 10/26/22

Fund: Various

Fiscal summary statement:

On January 6, 2023, the city awarded Request for Proposal 2022-074 Landscape Maintenance Services for an annual amount of \$245,448.95. The addition of the Waits Motel location on May 24, 2024, increased the annual spending amount to approximately \$252,648.95. The supplier requested a yearly price increase in December, raising the contract value to approximately \$260,000 in 2025.

The City's procurement policy requires the council to approve contract awards greater than \$250K. City staff requests increased spending approval to allow for continued landscape services. The City anticipates the yearly contract expenditure increasing by the Consumer Price Index each year for the remainder of the contract.

Project summary statement:

Landscaping services will be performed at thirty-four (34) different locations throughout the City of Everett. Services include lawn care and edging, leaf control and removal, weed control, including annual pre- and post-emergent applications, shrub and bush trimming and shaping, tree pruning and shaping, irrigation maintenance, and mulching.

Recommendation (exact action requested of Council):

Award an increase to the overall spending for Request for Proposal #2022-074 Landscape Maintenance Service.

Request for Proposal 2022-074
Landscape Maintenance Service

Location	2024 Price	2025 Price
Everett Municipal Building	\$ 3,827.20	\$ 3,942.02
Senior Center	\$ 2,558.40	\$ 2,635.15
Animal Shelter	\$ 6,921.20	\$ 7,128.84
Everpark Garage	\$ 3,801.20	\$ 3,915.24
Municipal Court	\$ 3,941.60	\$ 4,059.85
Main Library	\$ 4,050.80	\$ 4,172.32
South Branch Library	\$ 6,921.20	\$ 7,128.84
Everett Performing Arts Center	\$ 2,548.00	\$ 2,624.44
Fire Administration	\$ 2,806.20	\$ 2,890.39
Fire Station #1	\$ 1,377.00	\$ 1,418.31
Fire Station #2	\$ 1,224.00	\$ 1,260.72
Fire Station #4	\$ 3,569.00	\$ 3,676.07
Fire Station #5	\$ 4,550.00	\$ 4,686.50
Fire Station #6	\$ 4,310.00	\$ 4,439.30
Fire Station #7	\$ 2,915.00	\$ 3,002.45
Police Headquarters	\$ 4,581.00	\$ 4,718.43
Everett Station	\$ 32,208.00	\$ 33,174.24
Transit Operations	\$ 5,712.00	\$ 5,883.36
Transit Maintenance	\$ 5,953.50	\$ 6,132.11
Everett Mall Station, Parking Lot	\$ 2,583.00	\$ 2,660.49
College Station	\$ 7,875.00	\$ 8,111.25
Service Center #1	\$ 4,861.50	\$ 5,007.35
Service Center #2	\$ 2,877.00	\$ 2,963.31
Service Center #2B	\$ 3,029.25	\$ 3,120.13
Service Center #4	\$ 3,171.00	\$ 3,266.13
Service Center Annex #1	\$ 3,171.00	\$ 3,266.13
Service Center Annex #2	\$ 4,887.75	\$ 5,034.38
Service Center #5	\$ 3,465.00	\$ 3,568.95
Water Pollution Control Facility	\$ 28,848.75	\$ 29,714.21
South Police Precinct	\$ 27,370.00	\$ 28,191.10
Fulton Parking Lot	\$ 2,990.40	\$ 3,080.11
Everett Station Sound Transit Parking Lot	\$ 14,144.00	\$ 14,568.32
Waits Motel	\$ 7,200.00	\$ 7,416.00
Water Filtration Plant	\$ 32,400.00	\$ 33,372.00
	\$252,648.95	\$ 260,228.42

Project title: Authorize the Mayor to sign Amendment No. 1 to the 2024 Professional Services Agreement with Edge Analytical for environmental analytical testing services.

Council Bill #

Project: Environmental Analytical Testing Services

Partner/Supplier: Edge Analytical

Location: Everett

Preceding action: N/A

Fund: 401 – Water & Sewer Utility Fund

Agenda dates requested:

Briefing

Proposed action

Consent 01/08/25

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Amendment No. 1

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

This amendment makes no changes to expenditures or budget.

Project summary statement:

Public Works currently receives environmental analytical testing services from Edge Analytical through a 5-year contract initiated in 2024 through December 31, 2028, with a total contract amount of \$100,000. Edge Analytical has been acquired by Eurofins Environment Testing Northwest, LLC.

Eurofins Environment Testing Northwest, LLC will continue to provide analysis of samples, and the accompanying quality control samples or other laboratory parameters at the discretion of the project manager, in accordance with EPA recognized test methods for drinking water, wastewater, and solids samples.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to continue environmental analytical testing services with Eurofins Environment Testing Northwest, LLC.

Initialed by:

JM (for RLS)

Department head

Administration

Council President



**AMENDMENT NO. 1
ASSIGNMENT AND ASSUMPTION
CONSENT TO ASSIGNMENT
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), the person identified below as the Original Service Provider below ("***Original Service Provider***"), and the person identified below as the New Service Provider below ("***New Service Provider***"). The City and Original Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). New Service Provider has merged with or otherwise acquired Original Service Provider or has acquired Original Service Provider's assets. In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Original Service Provider, and New Service Provider agree as set forth below:

Original Service Provider	Edge Analytical
New Service Provider	Eurofins Environment Testing Northwest, LLC
City Project Manager	Chris Merwede
	cmerwede@everettwa.gov
Original Agreement Date	4/16/2024

ASSIGNMENT AND ASSUMPTION PROVISIONS	
Assignment	Original Service Provider assigns to New Service Provider all Original Service Provider's right, title and interest in the Agreement. New Service Provider has fully reviewed and understands the Agreement, including all amendments, and accepts this assignment.

Assumption	New Service Provider undertakes and agrees to assume, perform, and discharge, Original Service Provider's liabilities, debts, and obligations under the Agreement in all respects as if New Service Provider were the original Service Provider signatory of the Agreement. New Service Provider is jointly and severally liable with Original Service Provider to the City for all liabilities, debts, and obligations under the Agreement.
Consent	The City consents to the assignment and assumption contained in this Amendment.
Other	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City, Original Service Provider, and New Service Provider have executed this Amendment.

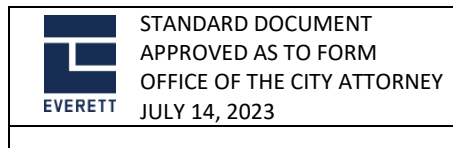
**CITY OF EVERETT
WASHINGTON**

ATTEST

Cassie Franklin, Mayor

Office of the City Clerk

Date



ORIGINAL SERVICE PROVIDER:

EDGE ANALYTICAL

Signature: _____

Name of Signer: Ben Miller

Title of Signer: CEO

NEW SERVICE PROVIDER:

Eurofins Environment Testing Northwest, LLC

Signature: _____

Name of Signer: Joshua Grindstaff

Title of Signer: President

Project title: Diking Improvement District No. 5 Advance Mitigation Site Year 7 Monitoring

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/08/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
PSA

Department(s) involved:
Public Works

Contact person:
Souheil Nasr

Phone number:
425-257-7210

Email:
snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Diking Improvement District No. 5 Advance Mitigation Site

Partner/Supplier: Diking Improvement District No. 5

Location: Smith Island East of I-5, North of 12th Street NE

Preceding action: Year 5 Monitoring PSA May 2023

Fund: Utilities 401

Fiscal summary statement:

Initial payments for the consultant are made from Utilities Fund 401. Utilities Finance subsequently invoices Diking Improvement District No. 5 under an Interlocal Agreement for reimbursement of staff time and consultant costs.

Project summary statement:

In partnership with Snohomish County, the City restored intertidal and riverine influence to 350-acres of intertidal wetland habitat on Smith Island in 2018. On the City-owned 55-acre property an Advance Mitigation Site was created to offset wetland impacts from future projects. Along the former dike system a second Advance Mitigation Site was created for Diking Improvement District No. 5 to use toward mitigating impacts of repairs and projects. Environmental permits for both the City and District Advance Mitigation Sites require 10 years of monitoring to ensure that the restoration reaches the required performance levels to attain full use of Advance Mitigation Credits.

Monitoring will be completed per the schedule in the Advance Mitigation Plans for each respective agency. The District has requested that the City continue to manage the monitoring of the District site because the City is performing similar oversight of the City site. The Professional Services Agreement with GeoEngineers provides for Monitoring and Reporting Services for Year 7.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with GeoEngineers for monitoring services at the Diking Improvement District Advance Mitigation Site in the amount not to exceed \$78,000.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	GeoEngineers
	1101 Fawcett Avenue, Suite 200
	Tacoma, WA 98402
	jcallaghan@geoengineers.com
City Project Manager	Heather Griffin
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	hgriffin@everettwa.gov
	Monitoring for the Diking Improvement District No. 5 Advance Mitigation Site.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$78,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	USI Insurance Services NW CL
	206.441.6300
	Seattle.PLCertRequest@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Agreed Amendments to General Provisions	<p>The first sentence of Section 10 is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory.”</p> <p>The phrase in Section 11.A that states “with a numerical rating of no less than seven (7) by A.M. Best Company” is replaced with “with a numerical rating of no less than five (5) by A.M. Best Company”.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

GEOENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Joe O. Callaghan

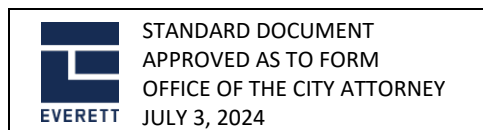
Signer's Email Address: jcallaghan@geoengineers.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** To the extent of Service Provider's negligence, breach of this Agreement, violation of law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than five (5), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of

Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

- 13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the

operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.101524)**

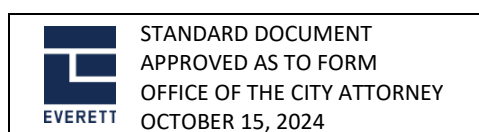


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

September 26, 2024

City of Everett Public Works Department
3200 Cedar Street
Everett, Washington 98201-4516

Attention: Heather Griffin, PE

Subject: Year 7 (2025) Habitat Monitoring Services
Diking Improvement District No. 5 Smith Island Estuary Advance Mitigation Site
Everett, Washington
File No. 0661-128-03

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present the following scope and fee estimate to the City of Everett (City) for the Year 7 (2025) monitoring of Diking District No. 5's (DID5) Smith Island Advance Mitigation Site (AMS).

Following submission of the Year 5 (2023) Mitigation Monitoring Report¹, GeoEngineers, along with the City and DID5, presented results and methods of analysis to Washington State Department of Ecology (Ecology) and the United States Army Corps of Engineers (USACE) in a virtual meeting on July 1, 2024. This scope and fee estimate is based on previous work on the site, the results of the July 1, 2024, meeting with agencies, comments on the Year 5 Mitigation Monitoring Report and discussions with DID5 and the City. The scope and fee estimate includes a contingency task (Task 500) to cover unanticipated additional services on an as-needed basis and will require written authorization from the City to be activated.

Scope of Services

TASK 100 – PROJECT MANAGEMENT AND AGENCY COORDINATION

GeoEngineers will provide communications of schedule and overall progress of the project, as needed, and provide contract administration including file set up, contract processing, monthly budget review, progress report and invoice preparation.

¹ GeoEngineers Inc.. 2023. Year 5 Mitigation Monitoring Report, Diking Improvement District No. 5, Smith Island Estuary Restoration Advance Mitigation Site, Everett, Washington. GEI File No. 0661-128-02. December 21, 2023.

This task also includes services for the AMS credit ledger management including agency negotiations, an agency site visit, coordination and presentation of results and methods. Agency negotiations and discussions will be toward the goal of project closeout following completion of the Year 7 monitoring documentation.

TASK 200 – DRONE DATA COLLECTION

An aerial photograph and elevation point data collection of the AMS will be taken by drone during a low tide of -2 feet North American Vertical Datum of 1988 (NAVD88) or lower to capture the extents of channel, mudflat and vegetated areas. Elevation point data collection accurate to an inch will be collected to develop site contours and will be verified by collecting elevation data using handheld global positioning system (GPS) units on the ground at strategic locations. The aerial low tide photograph will be georeferenced and used to inform mapping the size and distribution of the vegetation communities, mudflat and tidal channels based on digital processing of their visual signatures.

A second aerial photograph of the entire AMS will be taken by drone during a high tide at or above +6 feet NAVD88 to capture extents of tidal inundation at approximate elevation of estuarine wetlands. This elevation is the approximate upward limit of where estuarine wetlands were previously documented by Snohomish County (County) and the City. The aerial high tide photograph, along with point data collected during the low tide drone flight, will be georeferenced and used to inform the area of wetlands based on digital processing of the visual signatures of water surface and elevation.

Drone data will be primarily used to address AMS Performance Standards (PS's): 1-1, 1-2 and 1-5.

TASK 300 – FIELD DATA COLLECTION: VEGETATION, WETLAND AND HABITAT DATA

During a consolidated field effort, the following data will be collected:

Vegetation Transects

To document species cover and richness (i.e., number of different species) across the approximately 8,550 linear feet of the AMS, vegetation cover and species richness will be sampled at 220, 1 meters squared (m²) quadrat locations along 22 transects that bisect the AMS. A baseline transect will be placed parallel along the center of the AMS and the location of the first bisecting transect will be randomly selected from within the dike breach area. Each subsequent transect will be spaced across the AMS to complete 22 total transects. Each transect will have 10 quadrat samples spaced equally across the transect so sampling spans the waterward, center and landward portions of the AMS. Each quadrat will be 1 m² in size. The percent cover of plant species within each quadrat occurring within delineated wetland and aquatic habitats will be recorded, and quadrates occurring within upland habitat will be visually assessed for development of wetland characteristics and qualitative invasive species presence (Snohomish County Class A and Class B designated species, as defined in PS 1-6). Plant species with less than 5 percent cover will be recorded as “trace” cover.

A handheld GPS unit will be utilized in navigating to each sampling location, and points will be recorded at each vegetation sample. This method will allow for an unbiased sample, providing greater coverage of the AMS, while also minimizing sampling-related impacts on vegetation development (i.e., repeated trampling within the same plots). Photo points will be collected from the end point of each transect looking towards the sampled vegetation.

Vegetation Transect data will be primarily used to address AMS PSs: 1-3, 1-4, 1-5 and 1-6.

Wetland Sample Plots and Habitat Mapping Ground Truthing

To delineate and map areas of wetland habitat in the AMS we will use a combination of aerial imagery and Light Detection and Ranging (lidar) elevations captured with a drone (Task 200), and wetland determination sample plot data collected during the vegetation transect monitoring effort.

The area of estuarine wetland habitat within the site will be identified based on the elevation of Mean Higher High Water (MHHW) as the USACE limit of jurisdiction for tidal areas. The occurrence of hydrology will be verified by reviewing the georeferenced high tide aerial imagery and corresponding tidal chart. The occurrence of hydric soils and salt-tolerant hydrophytic vegetation and/or mudflat will be field verified with wetland determination sample plot data based on routine-level wetland delineation methods using the *1987 Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987²) as updated by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (USACE 2010³) and the *Ecology's Washington State Wetlands Identification and Delineation Manual* (Ecology 1997⁴).

The number of wetland determination sample plots will be identified in the field based on results of the Year 5 wetland delineation and observed site conditions.

Wetland sample plots will be primarily used to address AMS PSs: 1-1 and 1-2.

Spot Identification and Distribution of Cattails (*Typha* sp.)

While traversing the site for vegetation transect monitoring and wetland sample plots, instances of cattail species (*Typha* sp.) will be visually assessed for general patch density and species composition. As described in the May 30, 2024, Performance Standard 1-5 Memorandum⁵, assessment of cattail distribution across the AMS will be accomplished through assessment of aerial imagery combined with vegetation transect data. During the field data collection, cattail patches as depicted in Figures 5A and 5B of the memorandum will be visually assessed for species density and composition, either through formal vegetation transect quadrates (when the two coincide based on random transect placement method), or a patch scale visual assessment for patches without transect data. Field species ID and patch species composition data will be used to inform the drone aerial imagery analysis for cattail patch contraction and expansion.

Cattail Identification and Distribution will be primarily used to address AMS PS: 1-5.

² Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

³ United States Army Corps of Engineers (USACE), 2010, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, ed. J.S. Wakeley, R. W. Lichvar, and C.V. Noble. ERDC/EL TR-10-3. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

⁴ Washington State Department of Ecology (Ecology). 1997. Washington State Wetlands Identification and Delineation Manual. Ecology Publication #96-94. March 1997.

⁵ GeoEngineers Inc.. 2024. Memorandum to Heather Griffin. Diking Improvement District No. 5 Smith Island Estuary Restoration Advance Mitigation Site – Performance Standard 1-5 Cattail Management, Everett, Washington. GEI File No. 0661-128-02. May 30, 2024.

TASK 400 – YEAR 7 MONITORING REPORT

The Year 7 Mitigation Monitoring Report will be submitted to the City for distribution to appropriate agencies by the end of the calendar year in which monitoring occurred. The report will contain the following specific sections per the approved Advanced Mitigation Plan (AMP) (ICF 2019⁶), previous work on the project and feedback from agencies on previous reporting.

- An introductory section with project background information and a summary of site conditions.
- Monitoring activities conducted during the year with a description of the methods used, the results of the monitoring, a discussion of the results and the progress achieved toward meeting the associated performance standards, and overall site goal.
- Results and discussion of the wetland delineation and habitat mapping effort.
- A summary of the overall progress toward meeting the goals and performance standards.
- Monitoring photographs.
- Detailed monitoring data.
- A set of four figures, including:
 - Site layout including sampling locations,
 - Wetland delineation,
 - Habitat classification and mapping, and
 - Site wide cattails – patch composition, expansion, contraction and distribution.

The report will also include a section on site closeout recommendations and a discussion of overall site success in meeting the goals of the project as defined in the approved AMP.

TASK 500 – UNIDENTIFIED ADDITIONAL SERVICES (OPTIONAL)

GeoEngineers has included an optional task to provide services related to the Year 7 monitoring effort that may include coordination, review and quality control of data, attending additional meetings with agency staff, various site visits or providing additional monitoring and reporting support. A fee estimate of \$10,000 was used as a placeholder, to authorize this task, an updated description of work for this task must be approved in writing by the City Project Manager.

⁶ ICF International (ICF). 2019. Diking District 5, Smith Island Estuary Restoration Advance Mitigation Plan. Prepared for City of Everett Public Works Department on behalf of Diking Improvement District #5. September 2019.

Assumptions

- The site will be accessible by watercraft during the growing season.
- Field data collection will be conducted by two (2) biologists.
- One round of report review and revisions are anticipated between Draft and Final and will not require additional field data collection.
- One round of agency comment responses are anticipated following the final report submission, and will not require additional field data collection.
- Field identification of cattail species (*Typha* sp.) will follow guidance presented in the Washington State Noxious Weed Control Board's Draft Written Findings on *Typha*⁷.

Deliverables

- Draft Year 7 Mitigation Monitoring report,
- Final Year 7 Mitigation Monitoring report, and
- Monitoring data files in native format.

Fee Estimate and Terms

We plan to begin work in early summer, conduct field work in mid to late summer and provide draft report in fall of 2025. We will keep you apprised of project status and conditions that may significantly affect our scope and estimate. Our services will be completed in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. Please review our General Conditions carefully and advise us if you have any questions or desire to modify the terms of our agreement.

The estimated fee for our services will be determined using the rates contained in our Standard Schedule of Charges, which also is attached as part of this proposal. The following table summarizes our estimated fees.

⁷ Washington State Noxious Weed Control Board (WSNWCB). 2013. Written Findings of the Washington State Noxious Weed Control Board, Draft July, 2013.

TABLE 1. SUMMARY OF FEES

DESCRIPTION	FEE
Task 100 – Project Management and Coordination	
General project management and coordination	\$2,000
Credit ledger and credit release	\$6,500
Estimated Task 100 subtotal	\$8,500
Task 200 – Drone Data Collection	
Background data and flight planning	\$1,500
Field work	\$4,000
Data processing	\$5,500
Estimated Task 200 subtotal	\$11,000
Task 300 – Field Data Collection	
Field preparation, planning, and scheduling	\$2,000
Data collection	\$24,000
Estimated Task 300 subtotal	\$26,000
Task 400 – Annual Monitoring Report	
Draft monitoring report and data analysis	\$14,500
Comment response from City, DID5, and Ecology	\$5,500
Final monitoring report	\$2,500
Estimated Task 400 subtotal	\$22,500
Task 500 – Unidentified Additional Services (Optional)	
Contingency task to cover unanticipated services	\$10,000
Estimated Task 500 subtotal	\$10,000
Estimated Grand Total	\$78,000

The total estimated fee for our services described above is \$78,000. Actual fee will be determined on a time-and expense basis. The estimated fee for our services will be determined using the rates contained in our standard Schedule of Charges, which also is attached as part of this proposal.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal to provide our services. Please call if you have questions or require additional information.

Sincerely,
GeoEngineers, Inc.



Courtney M. Stoker, PWS
Biologist/Project Manager



Joseph O. Callaghan, PWS, CESCL
Principal Biologist

CMS:JOC:tlm

Attachments:
Schedule of Charges – GeoEngineers Standard 2024

One electronic copy submitted

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Schedule of Charges - 2024

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	146/hour
Staff 1 Engineer	\$	154/hour
Staff 2 Scientist	\$	167/hour
Staff 2 Engineer	\$	175/hour
Staff 3 Scientist	\$	191/hour
Staff 3 Engineer	\$	198/hour
Project Scientist 1	\$	220/hour
Project Engineer 1	\$	228/hour
Project Scientist 2	\$	228/hour
Project Engineer 2	\$	234/hour
Senior Engineer/Scientist 1	\$	255/hour
Senior Engineer/Scientist 2	\$	279/hour
Associate	\$	292/hour
Principal	\$	320/hour
Senior Principal	\$	340/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	103/hour
Administrator 2	\$	119/hour
Administrator 3	\$	136/hour
CAD Technician	\$	132/hour
CAD Designer	\$	155/hour
Senior CAD Designer	\$	180/hour
GIS Analyst	\$	165/hour
Senior GIS Analyst	\$	180/hour
GIS Coordinator	\$	200/hour
*Technician	\$	114/hour
*Senior Technician	\$	136/hour
*Lead Technician	\$	146/hour
Geotechnical Construction Specialist	\$	191/hour
Environmental Database Manager	\$	226/hour
Health and Safety Specialist	\$	146/hour
Health and Safety Manager	\$	200/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
See attached	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

Project title: Adopt a Resolution Declaring a 2007 Dodge 3500 Sprinter Van Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/08/25
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2007 Dodge 3500 Sprinter Van (V0203) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action:

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utility Division, owns a 2007 Dodge 3500 Sprinter Van (V0203). Based on its age, maintenance cost, and maintenance cost scoring.

V0203 has approximately 51,883 miles and has an estimated surplus value of \$18,000. It was replaced by a 2024 Ford Transit AWD Cargo Van (V0393) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2007 Dodge 3500 Sprinter, V0203 surplus and authorizing its sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2007 Dodge 3500 Sprinter Van (V0203) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2007 Dodge 3500 Sprinter Van (V0203), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 2007 Dodge 3500 Sprinter Van (V0203);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this ____ day of _____, 2025.

Council President



City Council Agenda Item Cover Sheet

Project title: Renewal of Sun Life Employee Insurance

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/08/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Sun Life Contract

Department(s) involved:

All

Contact person:

Kandy Bartlett

Phone number:

425-257-8706

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: HMA Renewal 2025

Partner/Supplier: Healthcare Management Administrators

Location: N/A

Preceding action: N/A

Fund: 508 (Health Benefits Reserve)

Fiscal summary statement:

The financial impact of this contract will be approximately \$372,032 per year.

- Fund: 508 (Health Benefits Reserve)
- Expenditure amount: \$372,032
- Amount budgeted: \$372,032

Project summary statement:

We are seeking to renew the existing HMA contract for an additional year. HMA is our insurance carrier for our vision plan as well as the PPO, CDHP, and LEOFF 1 medical plans.

- Employee groups affected: All employee groups
- Departments affected: All city departments

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the HMA renewal contract.

ADMINISTRATIVE SERVICES AGREEMENT

DATE: August 20, 2024

PARTIES: City of Everett the "Plan Sponsor"
2930 Wetmore Ave, Suite 5-A
Everett, WA 98201

Healthcare Management Administrators, Inc. "HMA"
10700 Northup Way, Suite 100
Bellevue, WA 98004

Effective Date: January 1, 2025

Recitals:

- A. Plan Sponsor has established a self-insured Employee Welfare Benefit Plan (the "Plan"), as defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, for the purpose of providing certain benefits to its eligible employees and their dependents ("Participants");
- B. Plan Sponsor desires to retain HMA to furnish claims processing and other ministerial services with respect to the Plan; and
- C. HMA is willing to furnish such services, based upon the terms and conditions set forth in this Administrative Services Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Plan Sponsor and HMA agree as follows:

Agreement:

- 1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - (a) "Effective Date" means the day and year set forth above, which shall be the date this Agreement becomes effective.
 - (b) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
 - (c) "Participants" means those employees of the Plan Sponsor, and their dependents, or other individuals who have met the eligibility requirements of the Plan, have satisfied all other conditions to participation in the Plan, and are properly enrolled in and eligible for benefits under the Plan.
 - (d) "Plan Administrator" means the person or organization responsible for the functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan-connected services. If

a Plan Administrator is not appointed in the Plan Document, then the Plan Administrator is the Plan Sponsor.

2. **Relationship of Parties.**

- (a) **HMA Acting In Ministerial Capacity.** The parties acknowledge and agree that HMA is acting solely in a ministerial capacity in performing its duties and obligations under this Agreement and shall have no discretionary authority or responsibility with respect to the administration of the Plan. HMA shall have no power to interpret ambiguities or conflicts that may exist in any provision of the Plan, but shall abide by the decisions of the Plan Administrator on all questions of substance and procedure respecting the Plan. HMA does not insure nor underwrite the liability of the Plan Sponsor under the Plan and shall have no financial risk or liability with respect to the provision of benefits under the Plan. As such, HMA shall not be deemed a "fiduciary" of the Plan within the meaning of ERISA.
- (b) **Plan Administrator and Named Fiduciary.** The parties agree that Plan Sponsor is, and shall at all times remain, the Plan Administrator and the Named Fiduciary (as defined in ERISA) for purposes of ERISA. The Plan Administrator shall oversee the administration of the Plan and be responsible for complying with all reporting and disclosure requirements of ERISA; shall have the exclusive right to interpret the terms of the Plan and to determine eligibility for coverage and benefits, which determination shall be conclusive and binding on all persons; and shall have final authority with respect to approval or disapproval of any disputed or doubtful claim.

HMA is not a fiduciary with respect to this engagement and shall not exercise any discretionary authority or control over the management or administration of the Plan, or the management or disposition of the Plan's assets. HMA shall limit its activities to carrying out ministerial acts of notifying Plan Participants and making benefit payments as required by the Plan. Any matters for which discretion is required, including, but not limited to, decisions on claims and appeals of denied claims, shall be referred by HMA to the Plan Administrator, and HMA shall take direction from the Plan Administrator in all such matters. HMA shall not be responsible for advising the Plan Administrator with respect to its fiduciary responsibilities under the Plan nor for making any recommendations with respect to the investment of Plan assets. HMA may rely on all information provided to it by the Plan Sponsor, as well as the Plan's other vendors. HMA shall not be responsible for determining the existence of Plan assets.

- (c) **Independent Contractor Relationship.** Notwithstanding anything express or implied in this Agreement to the contrary, the parties acknowledge and agree that HMA is acting as an independent contractor, and for all purposes shall be deemed to be an independent contractor in performing its duties, and fulfilling its obligations, under this Agreement. Neither HMA, nor any individual performing services on its behalf, shall be considered or construed to have created an employee/employer relationship with Plan Sponsor for any purpose whatsoever.

3. **Services to be Provided by HMA.**

- (a) **Summary Plan Description Services.** Upon request, HMA shall prepare a Summary Plan Description (SPD) setting forth the benefits and rights of the Plan Participants under the Plan Sponsor's plan. Final review and approval of the

SPD will be the responsibility of the Plan Administrator. The preparation of any Summaries of Material Modifications, along with the distribution of the SPD and any amendments is the responsibility of the Plan Administrator. Document translation support and printing/distribution fulfillment support is available upon request for additional fees that will be quoted at the time requested. HMA shall assist the Plan Administrator in communicating to Participants any and all subsequent changes to the Plan approved by Plan Sponsor.

- (b) **Open Enrollment Materials Services.** Upon request HMA shall prepare and assist the Plan Administrator in distributing benefit booklets to the Plan Participants. Initial booklet supply is not included as a part of the Plan set-up fee. Subsequent supplies are also at the Plan Sponsor's cost.

- (c) **Claims Processing Services.**

Subject to the provisions of Section 2, HMA agrees to provide the following claims processing and payment processing services, including, but not limited to:

- (i) Answer telephone inquiries from employees of Plan Sponsor regarding eligibility and coverage under the Plan and respond to requests for forms and status inquiries on filed claims and benefit payments. HMA will provide adequate customer service representatives between the hours of 6:00 a.m. to 6:00 p.m. PST, Monday thru Friday, during non-holiday workweeks.
- (ii) Receive and process claims for payment of covered benefits for Plan Participants in accordance with the provisions of the Plan, for claims incurred on and after the Effective Date of this Agreement.
- (iii) Communicate with Plan Participants and health care providers as necessary to obtain additional information deemed necessary to process benefit claims.
- (iv) Request and obtain from the Plan Administrator, as necessary, interpretations with respect to the provisions of the Plan and other guidance as necessary for adjudication of claims.
- (v) Issue and distribute claims payments to providers and/or Participants, from funds provided by the Plan Sponsor, and provide appropriate Explanation of Benefit forms ("EOB's") to Plan Participants and health care providers, as applicable.
- (vi) Provide appropriate written notice to a Plan Participant and the provider of claim denial and the opportunity for review of the denial.
- (vii) Provide Plan Administrator with information and supporting documentation associated with a member initiated second level appeal to allow the Plan to render a determination on the appeal. In the event that the Plan has purchased Claim Fiduciary Services, this provision shall not apply.
- (viii) Make available to plan participants and providers claim submission forms for use by Plan Participants in submitting claims to HMA.
- (ix) Apply payment integrity programs and services as outlined in the Claims administrative Fees and/or Client Intent documents. Such programs and

services include, but are not limited to, coordination of benefits activities, facility and coding review on eligible claims as per our internal thresholds, medical necessity reviews, subrogation and other collection activities, and collection of overpayments or improper payments made to any Participants, as reasonably possible. HMA shall perform the necessary services with respect to obtaining recoveries, including, but not limited to fraud, waste, and abuse claim review services, third party claim recovery/overpayment recovery services, sending questionnaires, providing and receiving documentation, as applicable. HMA has the discretion to utilize the services of a third-party in connection with such matters. Plan Sponsor acknowledges that waiver or reduction of a recovery may be necessary as a result of the particular facts or law applicable to the recovery. HMA shall refer requests for negotiation or waiver of a claim to the Plan Sponsor for final determination. There may be fees for these services as outlined in the Claim Administrative Fee Schedule and/or the Client Intent. In the event that additional recovery services are needed, HMA, subject to the approval of the Plan Sponsor, shall arrange for the purchase of such recovery services. Any fees charged to HMA for recovery services will be passed on to the Plan Sponsor for payment. HMA reserves the right to retain a nominal percentage of the net recovery to the Plan Sponsor to compensate HMA for increased administrative fees associated with recovery services.

- (x) Screen claims to avoid duplicate payments and maintain procedures that facilitate consistency in claims processing in accordance with the Plan.
- (xi) Prepare such reports concerning Plan Participants' benefits as the Plan Sponsor, the Plan Administrator and HMA may hereafter agree upon.
- (xii) HMA shall coordinate for the approval of claims for payment by the Plan Sponsor. Once Plan Sponsor has approved the claims via issuing the requested funding then HMA shall pay from the Plan Sponsor bank account, if provided, or shall issue an order to the Plan Sponsor or other person with authority to disburse funds of the Plan Sponsor to pay the expenses of operation of the Plan incurred pursuant to the performance of this Agreement (excluding Plan administration fees unless specifically authorized) HMA shall honor any assignment of benefits of a person eligible for benefits under Plan to any person or institution, which is a proper and qualified assignee if applicable under the terms of the Plan.

(d) **Initial Transition services.**

When the Plan Administrator desires that HMA begin performance under this Agreement prior to completion and execution of a restated SPD, HMA shall perform claims processing in accordance with the Plan Sponsor's existing SPD. In no event will HMA process any claims on a "run-in" basis. Nor will claims be processed utilizing a prior carrier/administrator's network discounts. All claims will be adjudicated in accordance with the terms of the network(s) accessed through HMA. The Plan Sponsor hereby acknowledges that any claims which require reprocessing as a result of changes between the prior SPD or the Plan Sponsor's instructions and the restated executed SPD will be subject to an additional reprocessing fee at HMA's discretion. The Plan Sponsor further acknowledges that claims which are paid pursuant to the benefits and exclusions described within the

prior SPD or the Plan Sponsor's instructions, may be determined to be ineligible for reimbursement pursuant to any excess loss policy.

(e) **Transparency Regulation Support.**

To the extent the Plan is obligated under 26 CFR Part 54 [TD 9929], 29 CFR Part 2590, and 45 CFR Parts 147 and 158 (the "Transparency Regulations") to make filings or obtain approval from any state or other jurisdictional governing agency, HMA will notify and assist the Plan regarding such filings. Subject to the limitation described below, HMA agrees to provide, on behalf of the Plan, all publications of information and disclosures (collectively, "the Disclosures") necessitated by the price transparency requirements set forth in the Transparency Regulations and the Consolidated Appropriations Act of 2021 Divisions BB and EE, amending the Public Health Service Act, the Internal Revenue Code, and the Employee Retirement Income Security Act ("CAA Transparency Provisions"). Notwithstanding the foregoing, HMA shall have no obligation to make the Disclosures with respect to benefits or services for which HMA is not supporting the Plan (i.e. dialysis carve-outs and Pharmacy services, except those covered under an HMA partner Pharmacy Benefit Manager Contract). HMA shall exercise in its sole discretion in interpreting the applicable federal standards for the Disclosures on behalf of the Plan pursuant to the Transparency Regulations and CAA Transparency Provisions. Under no circumstances shall HMA be liable for the direct or indirect payment of Plan benefits, regardless of fault.

(f) **HB 1065 & No Surprises Act/IDR Balance Billing Support.**

If the Plan files directly with the State to Opt-in to the HB 1065 program, HMA shall provide standard claim processing services to those qualifying claims. In addition, HMA shall adjust processing to apply pricing as required by 1065 and No Surprises Act regulations and to assist the Plan with good-faith negotiation and arbitration case processing. HMA will apply the outcome of any arbitrator's decision on the Plan's behalf. The Plan retains all funding obligations for 1065 and No Surprises Act claims including all ancillary fees and expenses, including but not limited to any negotiation support fees charged by HMA and/or its vendor partner. HMA makes no representations implied or otherwise around the Plan's Stop Loss Carrier's independent decision to cover the claim amounts included in an award issued by an arbitrator. The Plan should take steps to ensure that their Stop Loss Partner will cover any arbitration award issued in favor of a provider.

(g) **Stop Loss administration support.**

Provide Stop Loss administration support to the Plan Sponsor. HMA may accept pre-funding checks from Plan Sponsor's Stop Loss carrier on behalf of the Plan Sponsor, however such acceptance shall not deem HMA a Plan Fiduciary. Plan Sponsor/Administrator retains all fiduciary responsibility associated with the Plan. HMA shall submit reimbursement requests to Plan Sponsor's stop loss carrier on behalf of Plan Sponsor, however, submission for reimbursement does not guarantee payment under the stop loss policy, and HMA bears no responsibility for the actions of any stop loss carrier. HMA's support will include, to the extent requested by the Plan Sponsor, facilitating claim submission for prescription drug claims to the Plan's stop loss carrier. Plan Sponsor acknowledges and agrees that timing of prescription claims including but not limited to refills and grace periods, invoicing of claims, obtainment of any prior authorizations, benefit alignment with

SPD language and adherence with any substantiation requirements as administered by the PBM that might be required in order for such prescription claims to be eligible for coverage under the applicable stop loss policy are all factors outside of the control of HMA. Plan Sponsor acknowledges that HMA shall not be liable for any prescription related coverage determination made by the Stop Loss Carrier. Furthermore, the Plan Sponsor is responsible for providing approved Summary Plan Documents to the Stop Loss Carrier and acknowledges that delays in timely approval and submission of Summary Plan Description(s) may result in claim reimbursements being held or denied. Plan Sponsor acknowledges that out of Plan exceptions made by the Plan Administrator may not be covered by stop loss without the express advance written consent of the stop loss carrier. All out of Plan exceptions are made at the Plan's sole risk and liability. Plan Sponsor acknowledges and agrees that in exchange for the performance of Stop loss support provided by HMA, compensation in the form of an administrative fee will be paid to HMA by Preferred Stop Loss Carriers. If the Stop Loss Carrier selected by the Plan Sponsor is non-preferred, HMA at its sole election may agree to work with the Stop Loss Carrier but Plan Sponsor shall be charged a Stop Loss Interface fee as outlined in the Schedule of Fees accepted by Plan Sponsor. HMA reserves the right to decline to work with any Stop Loss Carrier, MGU or other Intermediary in its sole discretion.

- (h) **Plan Sponsor Vendor Payment Administration Support.** One of the ministerial functions offered by HMA on behalf of the Plan Sponsor may be the payment of other vendors who have been selected by the Plan Sponsor and who are providing contracted services to the Plan Sponsor's benefits plan (aka consolidated billing). Timely payment of these vendors is solely contingent upon the Plan Sponsor providing timely funding as stipulated in Section 5(a) of this Agreement. HMA does not insure nor underwrite any liability of the Plan Sponsor or the Plan and shall have no financial risk or liability with respect to the provision of, or payment for, any benefits under the Plan, including but not limited to payments to outside vendors on behalf of the Plan Sponsor.
- (i) **HMA Vendor Partners.** The work to be performed by HMA under this Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate of HMA or under an agreement with an organization, agent, advisor, or other person of its choosing. HMA may delegate certain portions of its work under this Agreement to any other entity. As the ultimate beneficiary of any such agreement, the Plan Sponsor by its execution of this Agreement acknowledges that it will be ultimately responsible for and bound to the payment terms of HMA's contract with the vendor for any costs associated with such services which cannot be incorporated into HMA's fees or which otherwise fall outside the scope of this Agreement. HMA is willing to facilitate certain Plan functions on behalf of Plan Sponsor with selected vendor partners of Plan Sponsor under the following conditions:
 - (i) HMA reserves the right to charge an additional fee to account for anticipated costs associated with providing services in conjunction with any specific stop loss carrier. Any such fee shall be reflected on Claim Administrative Fee Schedule and/or Client Intent, attached hereto, and will be communicated to Plan Sponsor in advance.
 - (ii) HMA reserves the right to charge an additional fee for any custom reporting required by a vendor partner that is beyond HMA's standard report package. Any such fee shall be reflected on Claim Administrative

Fee Schedule and/or Client Intent, attached hereto, and will be communicated to Plan Sponsor in advance.

- (iii) HMA shall not be liable for claims processed in error based on information provided by Plan Sponsor or Plan Sponsor's third party vendor, including but not limited to inaccurate, incomplete or missing eligibility information or Plan design changes (ie. broker, stop loss, eligibility vendor, intermediary etc.) on behalf of the Plan Sponsor.
- (j) **Fidelity Bond.** HMA shall maintain and pay the cost of a fidelity bond in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) and an errors and omissions insurance policy in the amount of not less than One Million Dollars (\$1,000,000.00).
- (k) **Record Keeping.** HMA shall maintain all records relating to the investigation, processing, and payment of all claims for benefits for a period consistent with its then current record retention policies and procedures or as required by law. Upon termination of this Agreement, these records may be transferred to the Plan Sponsor or other person or entity, at the Plan Sponsor's request.

The Plan Sponsor, the Plan Administrator or their agents or representatives may examine any records maintained by HMA regarding claims for benefit payments, benefits paid and the issuing of checks for payment of benefits under the Plan.

4. **Fees to HMA.**

- (a) **Fees for Claims Processing Services.** As compensation for the administration and claims processing services, Plan Sponsor shall pay to HMA the fees set forth on Claim Administrative Fee Schedule and/or Client Intent, which is attached hereto and made a part hereof. Fees shall be based on the number of Participants enrolled under the Plan on the first day of the month in which services are being billed, and shall be due and payable within 10 business days of receipt of monthly invoice. Fees for any newly enrolled Participants entering on or after the first day of the month shall be charged retroactive to the date of enrollment and shall be payable on the first day of the month following the date of enrollment. Any adjustments in fees for retroactive changes in enrollment will be made on the first billing cycle immediately following the submission of the change in writing to HMA.
- (b) **Fees from Outside Vendors.** HMA may be entitled to a portion of the fees charged by outside vendors, as set forth on Claim Administrative Fee Schedule and/or Client Intent if applicable.
- (c) **Use of External Vendors.** Plan Sponsor's use of outside vendors and solutions is subject to review and approval of HMA, which will not be unreasonably withheld, provided that the vendor does not violate any Network restrictions and any operational and data integration expectations required by HMA can be accommodated. Any carve-outs from HMA's services may require execution of hold harmless and/or Data Confidentiality Agreements. HMA reserves the right to access an integration fee which shall be accessed to Plan Sponsor along with any ongoing file support fees that the Vendor may charge to send data to HMA on behalf of Plan. Plan Sponsor acknowledges and agrees that they are solely responsible for ensuring compliance with all regulatory requirements and actions of their selected vendors, and understands that HMA's support of transparency or other regulatory mandates shall not extend to the products or services involving

any vendors and/or products/services that are not procured through HMA's contracts and partnerships.

- (d) **Fees for Negotiated Savings.** In the event that HMA is able to negotiate a reduced fee charged by a provider, HMA shall be entitled to retain a percentage of the negotiated savings as stated in the Claim Administrative Fee Schedule and/or Client Intent. In the event that additional negotiation services are needed, the Plan Sponsor and HMA shall mutually agree upon a fee schedule for such services. In the event that HMA is able to negotiate additional savings with a preferred (in-network) provider, fees for HMA's negotiation services will only apply to the additional savings retained below the applicable network rate.
- (e) **Shared Savings Programs.** HMA offers a variety of Care Management and Condition Management solutions designed to steer utilization and care to optimal site of care and/or provider. HMA's fees for these programs may include case rates and/or percentage of savings as shown within the current Client Intent and/or Claim Administrative Fee Schedule. HMA shall notify Plan Sponsor of new programs and solutions and advise of fees specific to each offering and provide the opportunity to include these programs within their scope of services with HMA. The Parties acknowledges that HMA and its affiliates have no obligation to pay rebates in connection with Covered Drugs dispensed by Providers and administered to Participants as part of a Covered Service.
- (f) **Fees for Repricing of Out of Network Claims.** HMA shall be entitled to retain 30% (thirty percent) of the gross savings obtained on all out of network claims that are repriced, reduced by negotiation or reduced due to audit. The remaining 70% (seventy percent) of savings will be passed on to the client in the form of reduced claims costs.

There will be no cost to the Plan Sponsor for this service for claims that experience no repricing or negotiated savings.
- (g) **Reprocessing Fee.** In the event a retroactive amendment or the Plan Sponsor's failure to fund claims in a timely manner results in the need to reprocess claims, the Plan Sponsor agrees to pay HMA's reasonable expenses in performing that service.
- (h) **Appeals and other PPACA Related Fees.** Any fees incurred by HMA on behalf of the Plan for appeal related services, including but not limited to costs incurred by an Independent Review Organization, as well as fees incurred as a result of PPACA mandated services (i.e. language translation assistance services) shall be the sole responsibility of the Plan.
- (i) **Bank fees and Charges.** All bank related fees or transaction charges (Non-Sufficient Funds fees, dishonored checks, canceled ACH transfers, etc.) incurred by HMA in connection with the services provided to Plan Sponsor shall be the responsibility of Plan Sponsor.
- (j) **Right to Change Fees.** HMA shall have a right to change any fees charged to the Plan Sponsor hereunder
 - (i) as of the first day of any Renewal Term;

- (ii) as of the effective date of any changes in applicable federal and state laws that would expand the scope of the services that HMA has agreed to provide hereunder.
- (iii) notwithstanding the fees in effect under this Agreement, should there be a change in any law or regulation that results in increased costs to HMA, HMA shall increase its fees to cover such increased costs.
- (iv) as a result of Plan Amendments, HMA shall have the right to change its fees upon written notice to the Plan Sponsor in the event any amendment to the Plan changes the amount or type of processing, services or responsibilities undertaken by HMA, effective as of the effective date of the amendment.
- (v) as a result of an enrollment change that necessitates a change in how the Plan's primary networks are setup. Additional network access fees, as applicable, for Primary network access in additional States to accommodate enrollment shifts shall be passed through to the Plan for payment.

If HMA elects to change any fees charged to the Plan Sponsor hereunder, HMA shall give prior written notice of such change to the Plan Sponsor as soon as practicable, but in the case of a change pursuant to item (i) no fewer than 30 days prior to the effective date of the change, and the Plan Sponsor may, if it does not want to retain HMA based on the new fee schedule, terminate this Agreement by sending written notice of termination to HMA.

5. **Funding of Benefit Payments and other Expenses and Obligations.**

- (a) **Responsibility for Funding Benefits.** Plan Sponsor shall retain the sole responsibility for payment of all Plan benefits. HMA's role shall at all times be merely to process payment. Funding for benefits by Plan Sponsor shall occur within ten (10) business days of the date written claim notification is sent by HMA, unless a different time period was previously agreed upon in writing. Failure to meet this requirement shall require Plan Sponsor to fund all future obligations under this Agreement by "ACH Pull" method of payment, and may result in suspension of services and/or termination of the Agreement under Article 7(d). HMA reserve the right to modify acceptable payment methods that it will accept at any time upon 30 days advance notice to the Plan Sponsor.
- (b) **Responsibility for Plan expenses.** Plan Sponsor has sole responsibility for payment of all expenses incident to the Plan, including, but not limited to, all premium taxes, or any other tax, including any penalties and interest payable with respect thereto, assessed against Plan Sponsor. In no event shall HMA have the responsibility to provide funding for the payment of benefits to Plan Participants, for payment of premiums for excess loss insurance or for expenses of the Plan.
- (c) **Designated Account.** The Plan Sponsor shall establish, and at all times maintain in strict compliance with all applicable federal and state laws, specifically including, without limitation, the fiduciary bank account requirements of ERISA, a central disbursement checking account (the "Designated Account"), **and** shall deposit in said Designated Account sufficient funds to pay:
 - (i) all compensation and fees owing to HMA for services rendered hereunder;

- (ii) all benefits owing to Participants in accordance with the terms of the Plan, following receipt of claim notification;
- (iii) all premiums and fees owing by the Plan Sponsor to third parties for excess loss insurance, PPO arrangements and utilization review; and
- (iv) all other authorized costs and expenses incurred by HMA in performing its duties hereunder.

6. **Plan Sponsor Requirements.**

- (a) **Duty to Provide Data to HMA.** Plan Sponsor acknowledges that the effective performance by HMA of the administrative services outlined herein will require that the Plan Sponsor furnish various reports, information, and data to HMA. Plan Sponsor shall provide the following reports and information to HMA, together with such other data as HMA may from time to time request:
 - (i) Accurate and timely identification and verification of individuals eligible for benefits under the Plan, kinds of benefits to which such individuals are entitled, date of eligibility and such other information as may be necessary for processing of benefit payments;
 - (ii) Notification to HMA, on a monthly or more frequent basis, of all changes in participation whether by reason of termination, change in classification, new enrollment, or any other reason, inclusive of an effective date of such change;
 - (iii) Administer its enrollment changes consistent with the terms of coverage it offers under its Summary Plan Description(s). Plan Sponsor must ensure that coverage dates are effective and terminated in accordance with the terms of coverage offered to Plan Participants;
 - (iv) File Enroll Clients must review and supply updated/correct termination dates (if applicable) in response to Termination By Absence reporting that shall be supplied to Plan Sponsor via the Employer reporting portal on a weekly basis for changes in enrollments due to a member being dropped from the last file submitted to HMA. Plan Sponsor acknowledges and agrees that HMA is authorized to use the receipt date of the file in which the member was dropped as the date to terminate coverage under the Plan via Termination By Absence handling protocol. Plan Sponsor may use a HRIS/enrollment vendor provided that the Plan Sponsor remains responsible for data accuracy, timeliness of the information passed to HMA and shall ensure file specifications conform to HMA's file layout requirements which may be updated from time to time with notice to Plan Sponsor and its vendor. HMA shall rely upon the information supplied to it, and shall not be liable for errors resulting from data quality issues received from the file(s) received on Plan Sponsor's behalf;
 - (v) Plan Sponsor shall ensure that its COBRA administrator is provided the accurate termination date and reason for termination for which to base COBRA offers from;

- (vi) The number of Participants covered under the Plan, collectively and separately classified by benefit coverage eligibility, enrollment, geographic area, age, sex, earning level, dependent coverage classifications, and in such other manner, as HMA shall require from time to time.
 - (vii) Ensure that its systems as well as any vendors utilized by the Plan Sponsor to track, update, maintain and transfer eligibility information to RGA is able to support privacy restrictions including but not limited to Confidential Communications as may be requested by Plan Participants.
 - (viii) The Social Security numbers for all Participants covered under the Plan.
 - (ix) All Plan design modifications and benefit changes shall be communicated to HMA at least ninety (90) days prior to the intended effective date, including review and approval of the SPD, Plan Summaries and Amendments. In accordance with the regulations under the Patient Protection and Affordable Care Act (PPACA), Plan Sponsor acknowledges the obligation to notify all plan participants of any plan changes no less than sixty (60) days in advance of the effective date of the modification or change. Retroactive plan design changes may be prohibited under PPACA.
- (b) **Duty to Provide Materials.** Plan Sponsor shall provide directly to HMA through HMA to applicable third parties, all materials, documents (including summaries for employees), reports, and notice forms, as may be necessary or convenient for the operation of the Plan, or to satisfy the requirements of governing law, as may be determined or prepared from time to time by HMA. Where distribution to employees is required, such materials shall be furnished in sufficient quantity and shall be appropriately distributed by the Plan Administrator.
 - (c) **Fidelity Bond.** The Plan Sponsor shall provide a fidelity bond for fiduciaries and employees as required by ERISA for the benefit of the plan.
 - (d) **Network Compliance.** The Plan Sponsor's ability to access the Provider Network(s) that it has access to through the access fees paid to HMA under this Agreement is subject to the Plan's ongoing adherence to Network requirements as may be communicated either by HMA or the Network(s) directly from time to time. Plan understands that failure to comply with requirements may result in the loss of network discounts and/or the ability to use the PPO Network. Examples, of provider network requirements that the Plan will comply with include but are not limited to timely payment and reimbursement consistent with the terms of a Provider's contract with the Network, Plan design requirements, such as maintaining a 10% benefit differential between Preferred/In-Network, Participating, and/or Out-of-Network benefit tiers.

7. **Term and Termination.**

- (a) **Initial Term.** The initial term of this Agreement shall be for a period of one year, commencing as of the Effective Date of this Agreement and terminating, if not renewed, one year thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Paragraph 7.

- (a) **Renewal.** Renewal of this Agreement shall be accomplished by attaching to this Agreement a revised Client Intent form or other such document that may be presented by HMA to Plan Sponsor that confirms Plan Sponsor's intent to renew its services with HMA, which identifies the services to be performed and the associated fees to be paid, along with any other associated disclosure documents that may be presented as a Renewal offer by HMA (the "Renewal") that is which shall include an updated Schedule of Commissions and Administrative Fees, signed by the parties to this Agreement and setting forth the term of such renewal (the "Renewal Term"). In the event a revised Renewal Client Intent Form is not signed by the parties, but the parties continue to perform under this Agreement, then it shall be deemed to be renewed for successive one (1) year periods until terminated. HMA at its sole discretion may continue to provide services for a period of time under the last executed Renewal Client Intent or initial sale documents but shall be entitled to payment of all fees as outlined in the Renewal Client Intent upon execution without any proration or forgiveness due delay in execution.

- (b) **Termination by Either Party.** This Agreement may be terminated by either Plan Sponsor or by HMA by written notice of intention to terminate given to the other party, to be effective as of a certain date set forth in the written notice, which shall not be less than ninety (90) days from the date of such notice.

Upon termination by either party, within thirty days after the date of termination, HMA shall prepare and deliver a complete and final accounting and report as of the date of termination of the financial status of the Plan to the Plan Sponsor, together with all books and records in its possession and control pertaining to the administration of the Plan. All claim files, enrollment materials and other papers necessary for claim payments under the Plan shall be available to the Plan Sponsor upon the date of termination of this Agreement. If requested, HMA will process run-out claims (claims incurred prior to the date of termination). The charge for run-out claim processing will equal 3 months of current administrative fees and the duration will be 12 months. HMA will provide a final accounting to Plan Sponsor on its order.

In the event that HMA offers and Plan Sponsor accepts a multi-year fixed rate guarantee for a Renewal Term, as shown within the Schedule of Commissions and Administrative Fees included within the Client Intent form, Plan Sponsor will pay an Early Termination Fee if Plan Sponsor terminates this Agreement prior to the end of the applicable Renewal Term for which the rate guarantee applies, except that the Early Termination Fee will not be due if Plan Sponsor's termination of the Agreement is for HMA's breach of the Agreement or for HMA's negligence or willful misconduct. The Early Termination Fee will be payable in addition to any run-out service fees or other costs owed by Plan Sponsor to HMA under this Agreement. The Early Termination Fee will be an amount equal to 25% of the "Claim Administrative Fees" shown in the applicable Schedule of Commissions and Administrative Fees that, absent termination of the Agreement, would have been otherwise due to HMA during the remainder of the applicable Renewal Term. The Early Termination Fee shall be determined based on enrollment data calculated at an average enrollment head count for the 3 months prior to the termination date of the Agreement.

- (c) **Events Triggering Immediate Termination.** In the event of willful misconduct or gross negligence by a party to this Agreement, the other party may terminate this Agreement immediately upon written notice. In addition, HMA shall have the

right, in its sole and absolute discretion, to terminate this Agreement immediately if:

- (i) After written notice to cure, the Plan Sponsor fails to cure a material breach of any provision of this Agreement within ten days of the date of the notice to cure. A material breach includes, but is not limited to, failure to pay fees or charges owing HMA, failure to fund benefit payments in a timely manner, or failure to fund the Designated Account as specified in Section 5 above. The notice to cure shall describe the nature of the breach with reasonable particularity; or
- (ii) The Plan Sponsor becomes insolvent, is adjudicated bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, or seeks any similar relief under any bankruptcy laws or related statutes.

- (d) **Termination of Plan.** If the Plan is terminated, for whatever reason, this Agreement shall automatically terminate as of the effective date of such termination except as set forth in 7(c) if run-out processing is elected.

- 8. **Effect of Termination.** Upon termination of this Agreement, all obligations of HMA hereunder, specifically including but not limited to all obligations to process claims for benefits and disburse benefit payments, shall terminate, and all rights of Plan Sponsor hereunder shall cease, and HMA shall not be liable to Plan Sponsor for any damage whatsoever sustained or arising out of, or alleged to have arisen out of, such termination. Notwithstanding anything express or implied herein to the contrary, the termination of this Agreement shall not affect the right of HMA to receive and recover all fees then owing by the Plan Sponsor to HMA hereunder or the rights of the parties under Sections 9 and 10 of this Agreement.

9. **Indemnification and Lawsuits Against the Parties**

- (a) **Claims Disputes.** In the event a dispute arises with a Participant or other third party over GHP benefits or any action taken by HMA related to the payment of GHP benefits in the performance of HMA's duties under the Agreement (referred to in this Agreement as a "Claim Dispute"), the Parties agree to the following:
 - (i) When a Party reasonably determines that a Claim Dispute may arise, the Party will promptly notify the other Parties in writing as to the issues involved in the Claim Dispute; and
 - (ii) If HMA is a party to any legal action related to or arising out of a Claim Dispute, HMA will defend itself against any such legal action (including, but not limited to, litigation, arbitration, and/or mediation) brought by or on behalf of any Participant or other third party, and HMA will have full discretionary authority in all matters related to the conduct, defense, or settlement of any such action, including, but not limited to, the selection of counsel and pursuit of any counter- or cross-claim. As provided in Section 9(b), GHP and Plan Sponsor, jointly and severally, shall be responsible for pay HMA's legal fees and costs, including attorney fees, incurred by HMA in defending any legal action related to or arising out of a Claim Dispute, in addition to GHP and Plan Sponsor's indemnity obligations set forth in Section 9(b). including but not limited to, the payment of counsel and filing, court, arbitrator, mediator, and other

similar fees and expenses, and Plan Sponsor and GHP, jointly and severally, agree to reimburse and indemnify HMA for such costs, provided that Upon request, HMA shall provide supporting documentation, to GHP or Plan Sponsor, of its litigation defense costs.

- (b) **Indemnification.** The Parties agree to the following indemnification provisions:
- (i) Plan Sponsor and GHP, jointly and severally, will indemnify, defend and hold harmless HMA, HMA Affiliates, and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Plan Sponsor's or GHP's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.
 - (ii) HMA will indemnify, defend and hold harmless Plan Sponsor and GHP, their affiliates and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from HMA's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.
 - (iii) Plan Sponsor and GHP, jointly and severally, will remain obligated for: (1) indemnifying HMA for any Claim Dispute under Section 9(a) of this Agreement, including the litigation defense fees and costs set forth in Section 9(a)(ii); (2) indemnifying HMA from any claim or loss which results from Plan Sponsor's incorrect certification of Participant eligibility; (3) the payment of all GHP benefits; (4) any fines or penalties imposed by federal, state, or other regulator in connection with HMA filing forms, analysis or other required documents to such regulators on GHP's or Plan Sponsor's behalf; (5) any tax consequences, fees, or penalties resulting from the GHP plan design; and (6) the payment of all benefits, costs or damages when the acts giving rise to the liability were performed by Plan Sponsor or GHP, or by HMA upon Plan Sponsor's or GHP's direction. HMA will not be considered negligent if HMA's claims processing services are performed in accord with the standards of Section 3(c). HMA will not be considered negligent for failing to meet any standards listed in ASC Performance Guarantees Addendum, the consequences of any such failure of which are addressed exclusively in the Performance Guarantees Addendum.
- (c) **Exclusion from Indemnification.** Regardless of fault, HMA shall not be responsible for funding the Plan's benefit payments, or for Plan Sponsor's lost profits, extrapolations of improper benefit payments, exemplary, special, punitive or consequential damages.

10. **Records Access and Audit Rights.** Subject to the provisions of this Paragraph 12, Plan Sponsor may audit HMA's compliance with its obligations under this Agreement and HMA shall supply Plan Sponsor, with access to information acquired or maintained by HMA in performing services under this Agreement. HMA shall be required to supply only such information which is in its possession and which is reasonably necessary for the Plan Sponsor to conduct such audit, provided that such disclosure is not prohibited by law or

by any third-party contracts to which HMA is a signatory. Plan Sponsor hereby represents and warrants that, to the extent any disclosed information contains Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")) about a Participant, Plan Sponsor has the legal authority to have access to such information. Plan Sponsor shall give HMA 60 days' prior written notice of its intent to perform such an audit and its need for such information and shall represent to HMA that the information, which will be disclosed therein, is reasonably necessary for the administration of the Plan. All audits and information disclosure shall occur at a reasonable time and place and at the Plan Sponsor's sole cost and expense. Prior to commencement of any audit, all Auditors will be required to sign an HMA Auditor Agreement.

11. **Overpayment or Improper Payment of Plan Benefits.** If any payment is made hereunder to an ineligible person, or if it is determined that an overpayment or improper payment has been made to any party, HMA shall make reasonable efforts to recover the overpayment or improper payment, but shall not be required to initiate court proceedings for any such recovery. If HMA is unsuccessful, HMA shall notify Plan Sponsor in order that Plan Sponsor may take such action as may be available to it.
12. **Additional Payments to Claimants.** Plan Sponsor may, by written notice to HMA signed by an executive officer of the Plan Sponsor, instruct HMA to pay claims, which in HMA's opinion are not payable under the Plan, upon the condition that such instruction expressly releases HMA from any liability in connection therewith. Plan Sponsor hereby acknowledges that such payments will not qualify for credit toward excess or stop loss insurance coverage, and as such, are considered "outside" the Plan, unless otherwise agreed upon in writing by the Plan's stop-loss carrier. Plan Sponsor retains all legal requirements for such payment.
13. **Cooperation in Defense of Claims.** HMA and Plan Sponsor shall advise each other as to matters which come to their respective attentions involving potential legal actions or regulatory enforcement activity which involve the Plan or are related to the activities of either party with respect to the Plan or this Agreement and shall promptly advise each other of legal actions or administrative proceedings which have actually commenced.
14. **Notice of Third Party Administrator's Capacity.** HMA shall notify all Participants in writing of its identity and its relationship to the Plan and the Plan Sponsor in such form and manner as approved by the Plan Sponsor.
15. **Plan's Compliance with Laws.** Plan Sponsor represents and warrants that the Plan presently complies with all applicable federal, state and local laws and regulations, specifically including, but not limited to, ERISA, Mental Health Parity and Addiction Equity Act ("MHPAEA"), Patient Protection and Affordable Care Act ("PPACA") the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), HIPAA and HITECH, the Consolidated Appropriations Act of 2021, and covenants and agrees that it will, at its sole cost and expense, take all action necessary to cause the Plan's continued compliance with all applicable federal, state and local laws and regulations during the term of this Agreement. Plan Sponsor is solely responsible for obtaining any actuarial analysis, non-discrimination testing, or actuarial determinations required by the Plan. HMA's services to assist Plan Sponsor's with their compliance obligations are limited to directly supporting the services provided by HMA to the Plan Sponsor, and do not extend to any services that the Plan Sponsor is receiving through external parties (i.e. PBM, benefit specific carve-outs, advocacy services, etc.), unless otherwise agreed to in writing by a duly authorized officer of HMA as an addendum to this Agreement, for which the Plan Sponsor remains solely liable.

18. **Miscellaneous.**

- (a) **Entire Agreement.** This document is the entire, final and complete Agreement and understanding of the parties regarding the subject matter hereof and supersedes and replaces all written and oral agreements and understandings heretofore made or existing by and between the parties or their representatives with respect thereto.
- (b) **Severability.** In the event any one or more of the terms, conditions or provisions contained in the Agreement or any application thereof shall be declared invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions were not contained herein.
- (c) **Restriction on Assignment.** Except as provided in section 3(c), neither party shall assign or transfer any of its rights or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other party; provided, however, that either party may, upon 60 days written notice to the other party, assign this Agreement in its entirety to any person or entity, other than a direct competitor of the other party, which acquires the business of the assigning party or with which the party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer or delegation in violation of this Paragraph 18(c) shall be null and void.
- (d) **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under the Agreement shall be in writing and shall be deemed delivered, if by personal delivery, on the date of personal delivery, if transmitted and confirmed by electronic mail or facsimile transmission, on the date of the transmission, if by U.S. certified or registered mail, postage prepaid, on the third business day following the date of deposit in the United States mail, or, if by nationally recognized overnight courier services, on the first business day following the date of delivery to such service, and shall be sent to Plan Sponsor or HMA, as the case may be, at the address shown on the first page of this Agreement, or to such other address, person or entity as either party shall designate by notice to the other in accordance herewith.
- (e) **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.
- (f) **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties hereto, any right or remedy of any nature whatsoever, and nothing in this Agreement shall create, or be deemed to create, any rights, obligations or legal relationship between HMA and any Participant in the Plan.
- (g) **Fines and Penalties.** In the event that Plan Sponsor fails to provide any of the data specified in Article 6 of this Agreement, **Plan Sponsor Requirements**, and said failure results in a fine or penalty, the full amount of the fine or penalty shall be passed through to Plan Sponsor for payment.

- (h) **Force Majeure.** The parties will make their best effort to deliver services at the time specified herein. However, neither party shall have an obligation or liability whatsoever arising out of, or in connection with, any delay or failure to perform any of its duties or obligations under this Agreement, or any loss or damage incurred as a result thereof, if such delay or failure is caused, in whole or in part, either directly or indirectly, by act of God, fire, war, riot, civil insurrection, accident, embargo, governmental priority, failure of third parties to perform, criminal act (unless committed by someone in the employ of the offending party), strikes or other labor dispute, decree or order of any court or government, or any other occurrence, act, cause or thing beyond the control of the parties, whether related or unrelated or similar or dissimilar to any of the foregoing, which prevents, hinders or makes fulfillment of this Agreement impractical, any of which shall, without liability, excuse either party from performance of this Agreement.
- (i) **Authorization.** Plan Sponsor represents and warrants to HMA that:
- (i) it is a corporation duly organized, validly existing and in good standing under the laws of the state in which it is organized;
 - (ii) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action of Plan Sponsor's Board of Directors; and
 - (iii) this Agreement constitutes a valid and binding contract of Plan Sponsor in accordance with its terms.
- (j) **Attorneys' Fees.** In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in connection with such dispute.
- (k) **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any specific waiver constitute a prospective waiver or release the applicable party from any duties for continued performance. No waiver shall be binding unless executed in writing by the party making the waiver.
- (l) **Amendment.** No supplement, modification or amendment of this Agreement shall be binding, unless the same is in writing and signed by duly authorized representatives of both parties.
- (m) **Arbitration.** Plan Sponsor and HMA shall submit any and all disputes relating to or arising out of this Agreement to final and binding arbitration. Arbitration will be before a single arbitrator in Seattle, Washington, who is affiliated with a recognized panel of arbitrators such as the American Arbitration Association, Judicial Dispute Resolution or Judicial Arbitration & Mediation Services. Either party may initiate an arbitration by giving written notice to the other of a demand for arbitration. If the parties fail to agree upon the arbitrator to be used within ten (10) days of a party's arbitration demand, the arbitrator may be appointed by the Superior Court of the State of Washington for King County pursuant to Chapter 7.04 RCW at the instance of either party, and both parties shall submit to the jurisdiction of such court for the purpose of any such appointment. The arbitrator shall be an individual who is or has been actively engaged in the practice of law or who has served as state or federal court judge. Except as otherwise specified by this Agreement or other written agreement of the parties, the arbitration shall be

conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), using the Expedited Procedures applicable to such rules (irrespective of the size or nature of any party's claim), but need not be administered by the AAA. The parties agree that any suit brought to compel arbitration or enforce an arbitration award shall be brought in the applicable court in Seattle, WA and the parties consent to jurisdiction thereof for that purpose.

- (n) **Governing Law.** This Agreement shall be deemed to have been executed and entered into in Bellevue, Washington and shall be governed, construed, performed and enforced in accordance with the laws of the State of Washington, without regard to its conflict of law principles.
- (o) **Headings.** The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
- (p) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instruments.
- (q) **HIPAA.** The Plan Sponsor shall appropriately safeguard and limit the use and disclosure of enrollees' Protected Health Information, which the Plan Sponsor may receive from HMA, in accordance with the requirements of 45 Code of Federal Regulations §164.504(f)(2). The Plan Sponsor agrees that the Plan will be in compliance with all requirements involving the use or disclosure of protected health information as provided for in 45 C.F.R. Part 164. The duties and responsibilities of HMA in connection with the requirements imposed by HIPAA and regulations promulgated thereunder will be set forth in the Business Associate Agreement entered into between the Parties to this Agreement.
- (r) **Confidential Information.** Neither party shall disclose confidential information to any other entity without the prior written consent of the party that holds the right, title and interest in the information. Confidential information means all confidential and proprietary information that includes information not generally known to the public, is maintained by the party that holds the right, title, and interest in the information as confidential, and may contain information which has commercial value or other business utility. All HMA confidential information must be transmitted by or attached to an email to the City containing the words, "This email contains Confidential Information subject to a Confidentiality Agreement." Any HMA confidential information not so transmitted or attached is not confidential information for the purposes of this section.

Regardless of the foregoing, this contract and all invoices, pricing, and documents stating what the City pays the HMA are never confidential, regardless of whether or not it is marked confidential by HMA. If confidential information is inputted into a City system, such as Cayenta, POs, or the City's Contract Management System, the information loses its confidential designation and is no longer confidential information for the purposes of this section.

Nothing in this section shall prohibit the disclosure of any confidential information required by law, but in the event of any such disclosure, the disclosing party shall within a reasonable time notify the other party in writing, describing the circumstances of and extent of the disclosure.

- (s) **Proprietary Information, Confidentiality.** Neither party shall disclose proprietary information to any other entity without the prior written consent of the party that holds the right, title and interest in the information. Nothing in this section shall prohibit the disclosure of any information required by law, but in the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, describing the circumstances of and extent of the disclosure. This provision shall survive termination of this Agreement. To the extent that the Plan Sponsor requests access to and is granted access to information that is Proprietary and Confidential to HMA and/or one of its Vendors, such as by way of example Provider Network Agreements or negotiated rates, the Plan Sponsor agrees to maintain such data or information in strict confidence and shall not use or disclose any Confidential Information with anyone who is not bound by a non-disclosure Agreement that is as protective as the Plan Sponsor would use for its own proprietary and confidential information. Each party agrees that unauthorized disclosure of Proprietary and Confidential Information of the other party may cause such other party irreparable harm and that any breach or threatened breach of this provision by either party will entitle the other party to seek injunctive relief, without the need of posting a bond, prohibiting the break, in addition to any other legal or equitable remedies available to it, which remedies will not be deemed exclusive, but will be cumulative.
- (t) **Systems Property of HMA.** To perform its duties hereunder, HMA shall use certain computer systems (including, but not limited to, software) and other systems and property. Such systems and property are proprietary and the exclusive and confidential property of HMA. The hiring of HMA to provide services under this Agreement gives neither Plan Sponsor nor the Plan any right to such systems, or to the inspection thereof. HMA reserves the right to change its systems and other technology at any time and from time to time, without notice or obligation to Plan Sponsor or the Plan. Confidential system property of HMA is not accessible to the Plan Sponsor or Plan Administrator except as provided in Section 12 of this Agreement.
- (u) **Marketing/Advertising Authorization.** By executing this Agreement, Plan Sponsor consents to HMA's use of the Plan Sponsor's company name, logos, trademarks, and identifying information in marketing materials during the period which Plan Sponsor remains an active HMA client.
- (v) **Conflict of Interest.** HMA declares that no conflict of interest with the City exists, nor do they have an affiliation with or involvement in any organization or entity which may pose a financial or non-financial conflict of interest with the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth below, effective as of the day and year first above written.

Plan Sponsor:

HMA:

City of Everett

Healthcare Management Administrators, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Project title: Snohomish County EMS Agency (SCEMSA) Interlocal Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing and Action 01/08/25

Proposed action

Consent

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Executive Summary

Presentation to Governance

Agency FAQ's

Department(s) involved:

Fire

Contact person:

Dave DeMarco

Phone number:

(425) 257-8101

Email:

DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Creation of countywide EMS agency to comply with Washington State Regulations

Partner/Supplier: Snohomish Regional Fire and Rescue, South Snohomish County Fire and Rescue RFA, Marysville RFA, Mukilteo Fire Department, North County RFA, Paine Field Airport Fire Department, and Snohomish County Fire Districts 4, 5, 15, 16, 17, 19, 21, 22, 24, 25, 26, 27

Location: N/A

Preceding action: N/A

Fund: EMS 153

Fiscal summary statement:

The proposed agency is funded by levying a fee against agencies based on their assessed valuation. The funding model is designed to mirror the EMS levies collected in all county jurisdictions. The proposed collection rate for 2025 is \$0.0046 per \$1,000 of AV. In plain terms, the opening rate is less than one half of one cent per thousand dollars of jurisdiction tax assessed value.

EMS currently pays an annual fee of \$75,000 for the existing agency, which is approximately \$0.0024 per \$1,000 of AV. The net new cost to the city is the difference between these two rates. The current EMS levy rate is approximately \$0.38 per \$1,000 AV.

Project summary statement:

Washington State Department of Health assigns county Medical Program Directors (MPDs) enormous responsibilities (WAC 246-976) for operation, management, and oversight of countywide Emergency Medical Services. The state does not contemplate how counties will meet these obligations, nor offer any funding for such. Snohomish County has a legacy agency which has been unable to meet even the most basic requirements of the law. A year of intensive work by a joint task force comprised of representatives from Snohomish County EMS, Snohomish County Fire Chiefs, and Snohomish County 911 have produced a recommended course to bring the county into compliance with the law via the creation of a new agency and disbandment of the old.

The new agency will support the work of the county MPD and is designed to meet the legal requirements set by the state as well as the practical requirements of operating an EMS system that serves over 850,000 people.

The City of Everett is a high demand center for EMS services. We have over 190 certified providers requiring MPD oversight. It is in the community's best interest to participate fully in the governance and workflows required of this new agency.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement for creation of Snohomish County EMS Agency (SCEMSA.)

**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

$$\begin{array}{l} \div \quad \text{Assessed Value (Per \$1,000) of All Member Agencies} \\ \text{Assessment Rate} \\ \\ \text{Assessment Rate} \\ \times \quad \text{Assessed Value (Per \$1,000) of Member Agency} \\ \text{Assessment Share for that Member Agency} \end{array}$$

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:

$$\begin{array}{l} \text{Total Assessed Value of All Other Member Agencies} \\ \div \quad \text{Number of Credentialed Employees of All Other Member Agencies} \\ \times \quad \text{Number of Credentialed Employee of Member Agency} \\ \text{Assessed Value by Member Agency by Credentialed Employee} \end{array}$$

PLUS

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

DIVIDED BY TWO (2)

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

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

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

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

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

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

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

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

10. Consolidation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Withdrawal or Termination of a Member Agency.

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

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

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

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

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

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

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

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

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

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

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

SNOHOMISH COUNTY EMS AND TRAUMA CARE COUNCIL

By: _____
Its: _____
Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

PAINE FIELD AIRPORT FIRE DEPARTMENT

Joshua Cole, Fire Chief
Date: _____

EVERETT FIRE DEPARTMENT

Dave DeMarco, Fire Chief
Date: _____

MARYSVILLE FIRE DEPARTMENT

Ned Vander Pol, Fire Chief
Date: _____

MUKILTEO FIRE DEPARTMENT

Glen Albright, Fire Chief
Date: _____

NORTH COUNTY REGIONAL FIRE AUTHORITY

John Cermak, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 4

Don Waller, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 19

Keith Strotz, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 21

Chad Schmidt, Fire Chief
Date: _____

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

Travis Hots, Fire Chief
Date: _____

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

Joel Johnson, Fire Chief
Date: _____

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

Wilie Harper, Fire Chief
Date: _____

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

Eric Andrews, Fire Chief
Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 5

Seth Johnson, Fire Chief

Date: _____

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

Ryan Shaughnessy, Fire Chief

Date: _____

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

Scott Anderson, Fire Chief

Date: _____

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

Jim Haverfield, Fire Chief

Date: _____

SNOHOMISH COUNTY EMS AGENCY

Scott Dorsey, Executive Director

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 27

Mike Worthy, Fire Chief

Date: _____

SNOHOMISH REGIONAL FIRE AND RESCUE

Kevin O'Brien, Fire Chief

Date: _____

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

Bob Eastman, Fire Chief

Date: _____

EXHIBIT A
ARTICLES OF INCORPORATION
OF
SNOHOMISH COUNTY EMS AGENCY

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

Article I
Name

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

Article II
Purposes

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

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

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

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

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

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

Article III Gross Revenue

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

Article IV Charitable Nonprofit Corporation

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

Article V Limitation of Directors' Liability

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

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

Article VI Indemnification

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

Article VII Registered Office & Agent

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

CJ Services Corporation
1500 Railroad Avenue
Bellingham, WA 98225

Article VIII Members

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

Article IX Directors

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

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

Dave DeMarco
2801 Oakes Ave
Everett, WA 98201

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

Shaughn Maxwell
12425 Meridian Avenue South
Everett, WA 98208

Joe Hughes
12425 Meridian Avenue South
Everett, WA 98208

Roy Waugh
163 Village Court
Monroe, WA 98272

Don Waller
1525 Avenue D
Snohomish 98290

Article X Amendment of Bylaws & Articles

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

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

Article XI Distribution of Assets Upon Liquidation or Dissolution

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

Article XII Perpetual Existence

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

**Article XIII
Incorporator**

The name and address of the Incorporator is:

Matt T. Paxton
1500 Railroad Ave
Bellingham, WA 98225

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

Matt T. Paxton, Incorporator

CONSENT TO APPOINTMENT AS REGISTERED AGENT

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

Dated this ____ day of _____, 2024

CJ SERVICES CORPORATION

Richard A. Davis III

EXHIBIT B
BYLAWS
OF
SNOHOMISH COUNTY EMS AGENCY

ARTICLE 1
Registered Office and Registered Agent

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

ARTICLE 2
Members

Section 1. Membership.

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

ARTICLE 3
Powers

Section 1. General Powers.

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

Section 2. Specific Powers.

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

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

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

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

ARTICLE 4

Board of Directors

Section 1. Composition.

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

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

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

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

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

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

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

Section 2. Term.

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

Section 3. Conditions for Serving as a Director.

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

Section 4. Alternates.

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

Section 5. Quorum.

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

Section 6. Voting.

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

Section 7. Items Requiring Supermajority Vote for Approval.

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

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

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

Section 8. Meetings.

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

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

Section 9. Vacancies.

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

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

Section 10. Resignation.

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

Section 11. Removal of Directors.

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

Section 12. Presumption of Assent.

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

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

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

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

Section 13. Code of Ethics and Conflicts of Interest.

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

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

ARTICLE 5
Special Measures for Corporate Action

Section 1. Meetings by Telephone Conference.

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

Section 2. Limitations.

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

ARTICLE 6
Officers

Section 1. Officers Designated.

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

Section 2. Election, Qualification and Term of Office.

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

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

Section 3. Powers and Duties.

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

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

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

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

Section 4. Resignation, Removals, and Vacancies.

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

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

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

Section 5. No Remuneration.

No monies shall be paid by SCEMSA to the Officers.

ARTICLE 7

Executive Director

Section 1. Appointment.

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

Section 2. Delegation of Powers and Duties.

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

Section 3. Powers and Duties.

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

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

Section 4. Qualification and Removal.

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

ARTICLE 8

Technical Advisory Committee

Section 1. Composition.

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

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

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

Section 2. Chair and Vice Chair.

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

Section 3. TAC Purpose.

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

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

Section 4. TAC Quorum.

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

Section 5. No Remuneration.

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

**ARTICLE 9
OTHER COMMITTEES / SUBCOMMITTEES**

Section 1. Composition.

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

Section 2. Purpose.

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

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

Section 1. Budget.

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

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

Section 2. Deposits.

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

Section 3. Public Funds.

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

ARTICLE 11
Notices

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

ARTICLE 12
Indemnification

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

ARTICLE 13
Books and Records

Section 1. Books and Records.

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

Section 2. Policy Manuals.

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

Section 3. Public Records.

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

ARTICLE 14
SCEMSA Seal

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

ARTICLE 15
Amendment of Bylaws

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

ARTICLE 16
Fiscal Year

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

ARTICLE 17
Rules of Order

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

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

DATED this _____ day of _____, 2025.

Attest:

_____, President

EXHIBIT C**Budget**

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

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

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

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

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

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

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

1. DEFINITIONS

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

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

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

2. GENERAL TERMS

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

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

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

3. SPECIFIC REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) **Termination for Breach.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;

ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

iii. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

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

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

4. TERMINATION

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

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

5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

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

EXHIBIT F

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

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

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

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

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

Acts and Regulations

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

EXHIBIT G**Member Agency Contact Information**

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

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

MEMORANDUM

TO: SCOTT DORSEY
EXECUTIVE DIRECTOR

DATE: NOVEMBER 26, 2024

FROM: MATT T. PAXTON *MTP*

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

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

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

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

Governance

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

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

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

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

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

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

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

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

Term / Withdrawal

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

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

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

Funding

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

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

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

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

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

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

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

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

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

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

Employment

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

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

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

Host Agency

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

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

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

Trauma Care Council

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

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

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

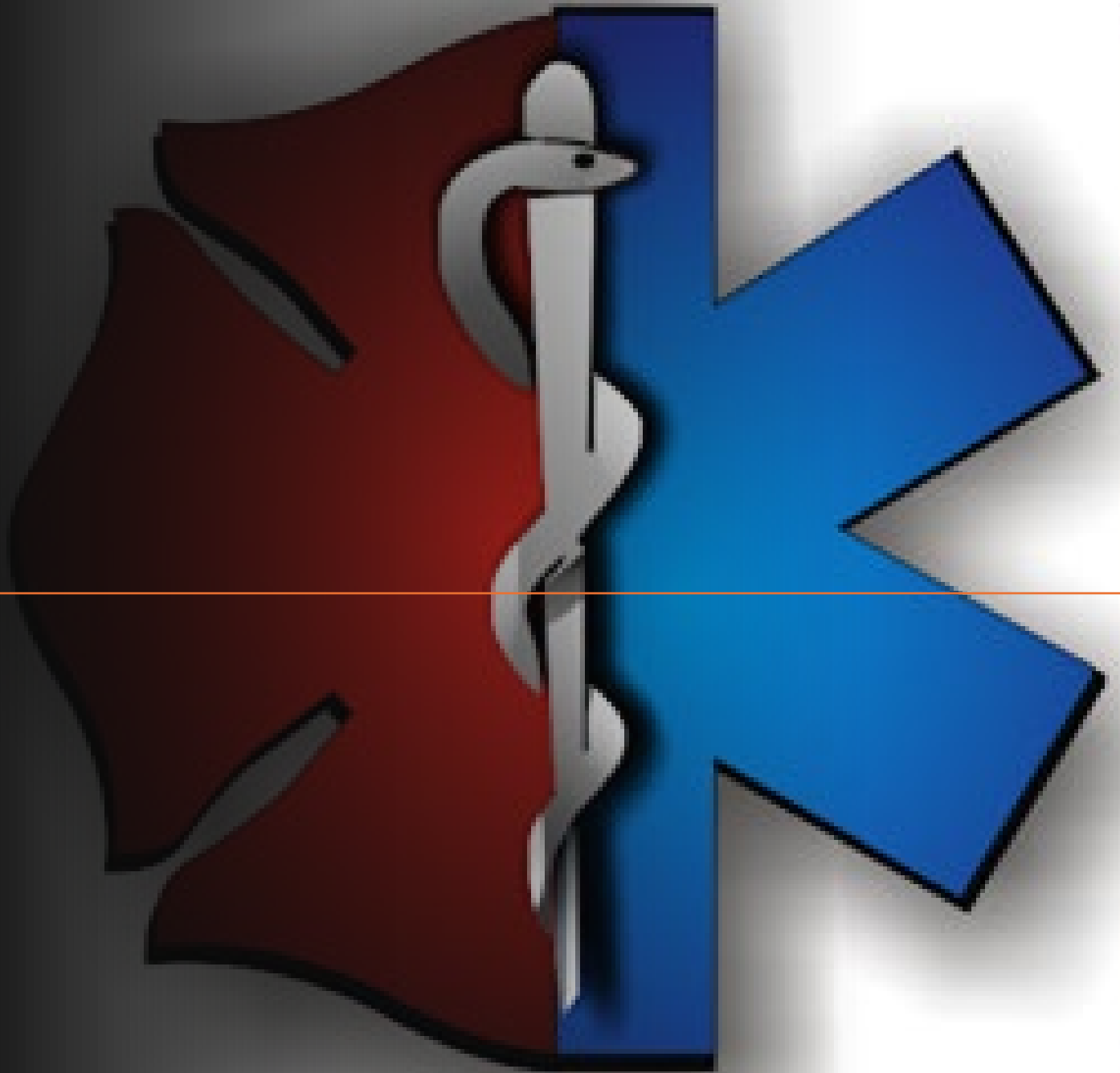
Matt

MTP

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

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

EMS Governance Joint Task Force Briefing



The Problem

The problem is the Washington State Department of Health assigns county medical program directors enormous responsibilities (WAC 246-976) including:

- Medical protocol development and distribution, and oversight of compliance to same
- Approval of design and delivery of provider training and evaluation against protocols
- Measurement of provider performance against key performance indicators
- Development and ongoing oversight of a countywide Quality Management Plan
- Approval of complimentary agency quality management plans
- Oversight and audits of provider recertification requirements
- Approval of all county provider recertifications
- Oversight of all countywide controlled substance management policies
- Coordination of delegate physician contributions for agencies with such
- Annual review of prehospital WAC revisions and countywide implementation of applicable changes

However, the state does not offer any input on (or funding for) how a county medical program director will meet these responsibilities. Regardless, they are required to operate a WAC compliant EMS system in each county.

EMS Governance Joint Task Force

MISSION

To make recommendations to the Governance Boards of the three partner agencies (SCFCA, SCEMS and SNO911) regarding:

- Future governance and process flows to improve countywide EMS consistent with state laws.
- Support of the Medical Program Director for Snohomish County (MPD) and a long-term vision for the Snohomish County EMS system

Challenges & Risks with Current EMS System

Understaffed, underfunded and unsustainable.

Cannot consistently meet the most basic legal requirements.

Work Plan / Status

January – July

- ✓ Mission Statement, work plan, process, timeline
- ✓ EMS system Current state summary
- ✓ Problem statement: challenges and risks
- ✓ Criteria for programs/activities that should be initial focus for consolidation/regionalization
- ✓ List of programs/activities that are a priority for standardization/regionalization
- ✓ Host Agency Recommendation
- ✓ 2025 Budget Recommendation
- ✓ Funding Formula Recommendation
- ✓ Governance Board Recommendation

Recommended Solution:

New Agency
Focused on
EMS System
Coordination
and
Improvement

All public fire/EMS agencies invited to be Members.

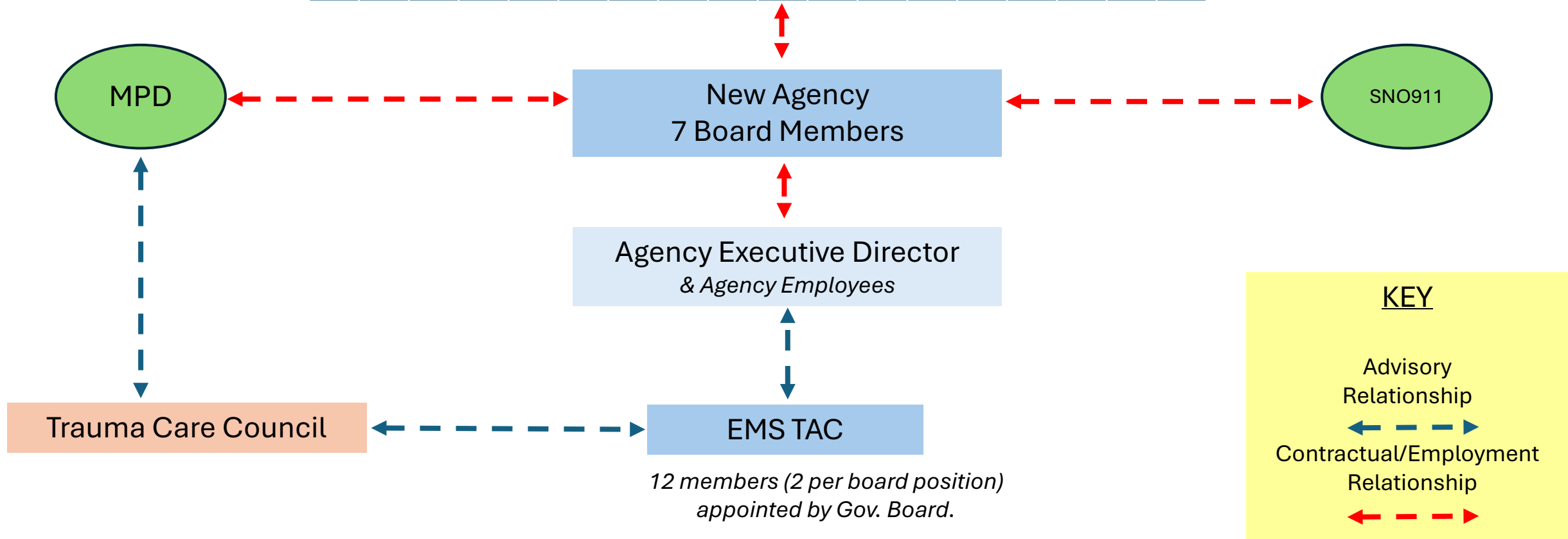
Staffing/administrative support provided via contract with SNO911.

Agency can hire/fire its own Ex Director and has its own legal counsel.

Ex Director can hire/fire other funded by the new agency.

New Agency Organization and Relationships

18 (currently) member Fire Agencies/Cities with Fire Depts.



Governance Board Proposal - 7 seats

	Position 1	Position 2	Position 3	Position 4	Position 5	Position 6	Position 7
	South County Fire	SRFR	Marysville Fire	Everett Fire	FD 24 – Darrington	FD 26 – Sky Valley	At Large Position – a fire commissioner or a city elected official from Everett or Mukilteo or an executive chief officer from any agency when chosen by elected officials at a special meeting of elected officials from all Member Agencies
		FD 4 – Snohomish	North County RFA	Mukilteo Fire	FD 25 – Oso	FD 5 – Sultan	
					FD 21 – Arlington Hts.	FD 16 – Lake Roesiger	
					FD 19 – Silvana	FD 17 (&23) Granite Falls	
					FD 15 – Tulalip Bay	FD 22 - Getchell	
					FD 27 – Hat Island		
					Paine Field		
% of 2024 county population	31.19%	23.08	15.95	16.5	2.71	4.79	----
% of 2024 county AV	30.4%	25.4	13.4	15.98	2.4	4.2	----

Governance Board Proposal, cont'd.

Voting:

- On routine matters, each Board member has 1 vote.
- On important financial and other matters, a supermajority vote would be required:
 - Approving budget >103% of prior year
 - purchases over \$50K;
 - accepting new member
 - restructuring board of directors
 - appointing executive director, etc.

Supermajority Vote Defined

- **Supermajority Vote** meets **both** of the following:
 - Approval by **66% in number** of all 7 Board members
AND
 - Approval by board members representing not less than **60% in weight (AV)** of all Members.

(No single Board Member, regardless of its actual weighted vote, can be the sole deciding vote against an action.)

New Agency ILA and Bylaws

1. Board Terms
2. SCEMS/TCC structure going forward
3. EMS TAC structure
4. Cost cap protections for member agencies
5. Charging Member Agencies with significant un-assessed areas (Tribal Lands)
6. Threshold for activating ILA
7. Minimum participation term in new agency
8. Latecomers
9. Serving non agencies
10. Payment by Member Agencies: timing, nonpayment penalties
11. Adjusting Board structure as mergers/annexations occur

SCEMS/TCC Structure Going Forward

- Retain the Trauma Care Council as an informal committee, composed with members as required by state statute, and supported by staff of the New Agency.

Reasons to retain TCC are to stay connected to state funding streams, North Region recommendations.



Cost protections for member agencies

JTF is recommending 3 mechanisms to control costs:

Budget may not be increased/reduced more than 3% without a supermajority vote of the new agency board.

A budget requiring an assessment exceeding 75/100ths of 1 cent /\$1,000 of AV would require approval of a supermajority of Member Agency Legislative Bodies (66% in number and 60% in weight, with no single agency able to veto the proposal)

If Member Agencies approved a budget exceeding 75/100th of 1 cent / \$1,000 AV, an individual agency could terminate its participation in the agency by giving formal legislative body notice prior to the higher budget going into effect.

Threshold for Activating New Agency

What if a few agencies don't agree to sign the ILA?

ILA will go into effect 1/1/2025 if:

Agencies representing not less than 90% of the total AV of all potential member agencies have signed the ILA

And At least 1 agency in each Board position 1-6 has signed the ILA.

Minimum participation term in new Agency

We need everyone to be committed to staying the course through that start-up period.

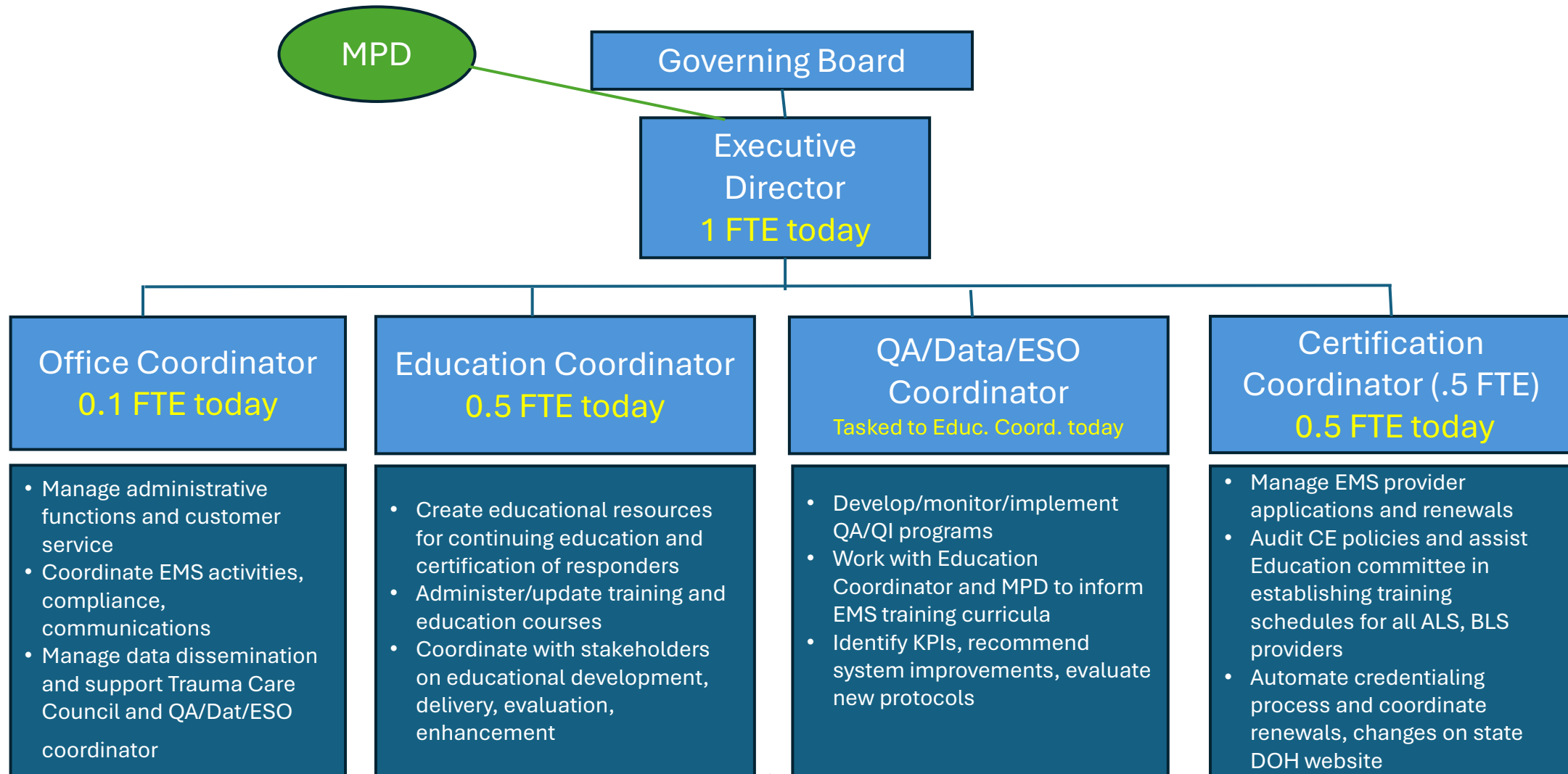
Recommendation:

- Initial term of 3 years during which no Agency may seek to terminate its membership.
- Member Agencies could decide to leave at the 1st day of Year 4, if they have provided 1-year advance notice.
- 1-year notice required to terminate thereafter.

Summarized 2- Year Action Plan to Meet State Law Consistently - Efficiently

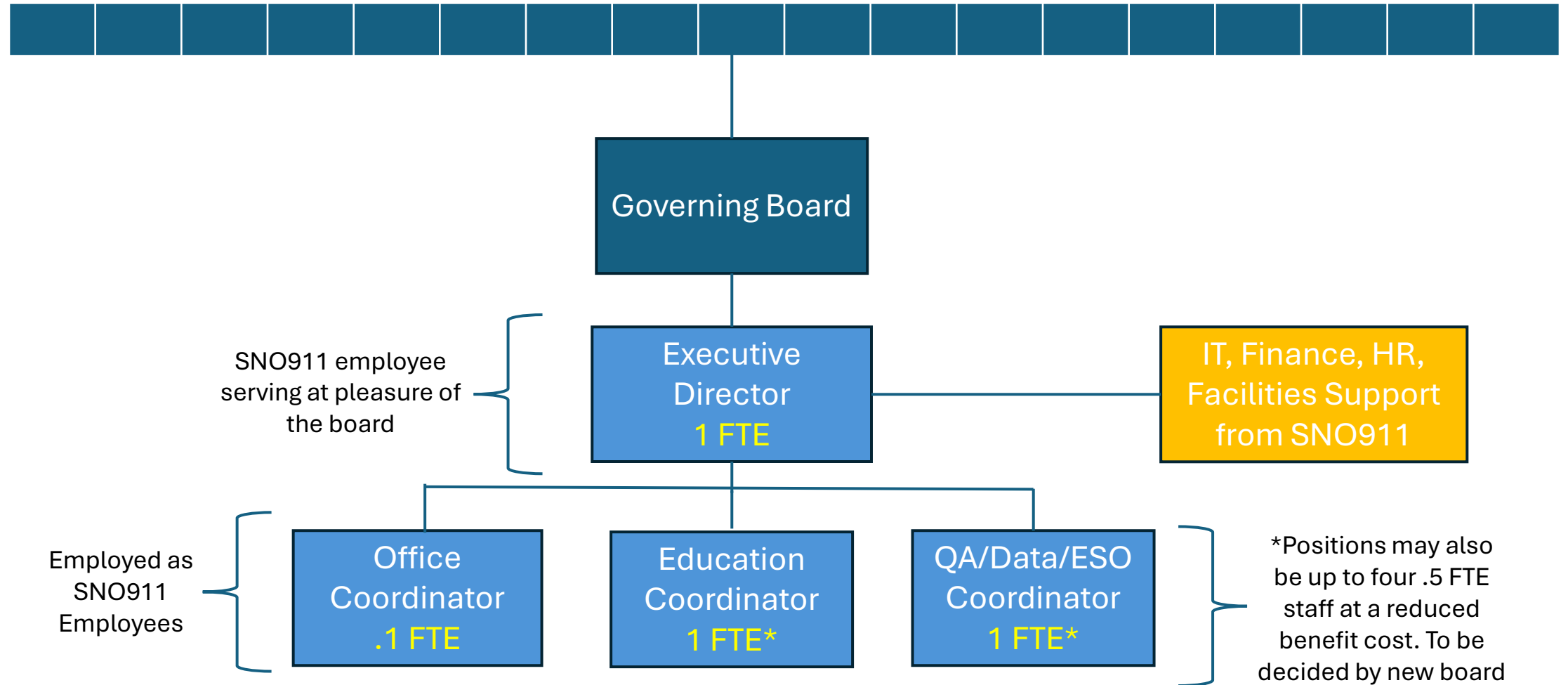
Medical Protocols Orders	Protocol development, trainings. Engage delegate physicians; single IT platform
Delegate Physicians	Oversight, synchronize duties, caseloads, reimbursement
Training and Evaluation of EMTs and Paramedics	Develop training modules a year based on QA/QI inputs; 3-year training program developed; paramedic integration; require participation in 4 annual trainings.
Quality Assurance/Quality Management, (QA/QM/QI)	Start doing QI. Enhance support for documentation, HIPAA compliance with data.
Employee Discipline	Address & coordinate overlapping responsibilities of MPD & employers for discipline
Controlled Substances	Align policies with state and federal law
Electronic Health Records	Ensure consistent use and reporting of electronic health records
Learning Mgmt System	Improve and unify content available countywide

Current SCEMS Staffing: 2.1 FTE



Recommended Staffing: Add 1 FTE, 3.1 total FTE in 2025

18 (currently) member fire agencies



For comparison purposes

- This table compares each fire agency's % share of countywide:
 - AV
 - Population
 - Calls for Service
 - SNO911 fire budget

Fire Agency	2023 AV %	2023 Pop %	CFS % (8 Qtr)	2024 SNO911 Formula %	SNO911 Caucus
South County Fire RFA	30.4%	31.19%	27.3%	28.93%	Large
Snohomish Regional Fire & Rescue	21.4%	19.44%	11.9%	15.79%	Large
Everett Fire	13.0%	13.88%	23.6%	18.92%	Large
Marysville RFA	8.2%	10.73%	12.7%	11.22%	Medium
North County RFA (Incl Stanwood & Arlington)	5.2%	5.72%	5.7%	5.60%	Medium
Edmonds Fire (Contract w/ SCF)	7.6%	5.27%	5.5%	5.93%	N/A
Fire 4 Snohomish	4.0%	3.64%	3.5%	3.66%	Medium
Mukilteo Fire	3.6%	2.62%	2.1%	2.57%	Small
Fire 17	1.5%	1.77%	1.9%	1.79%	Small
Fire 5	1.0%	1.31%	1.2%	1.19%	Small
Fire 21	1.1%	1.13%	0.8%	0.95%	Small
Fire 26	0.5%	0.65%	0.9%	0.73%	Small
Fire 22	0.7%	0.64%	0.5%	0.58%	Small
Fire 15	0.4%	0.61%	1.0%	0.75%	Small
Fire 19	0.4%	0.44%	0.5%	0.45%	Small
Fire 24	0.3%	0.40%	0.5%	0.43%	Small
Fire 16	0.5%	0.38%	0.2%	0.31%	Small
Fire 25	0.1%	0.12%	0.1%	0.11%	Small
Fire 23	0.0%	0.04%	0.1%	0.06%	Small
Fire 27	0.1%	0.01%	0.0%	0.03%	Small

Note: The data included in this table represents the most current data that feeds into the 2024 SNO911 assessment formula

Agency Funding

Agency Fees Based on Tax Assessed Value (AV) applicable to all agencies

- Expressed as a rate per \$1,000 AV
- Payable annually & calculated individually based on the AV of each agency
- Rate could be adjusted annually, with limits.
- +/-3% total budget growth rate cap from year to year, excepting for supermajority vote.

Recommended Rate

Three different budgets/rates were contemplated

- All rates are a fraction of \$0.01/\$1,000 AV
- JTF final recommendation is \$.0046/\$1,000AV
- Spoken plainly, this rate is less than one-half of one cent per \$1,000AV
- This is the lowest of the three rates considered.

Recommended 2025 Budget & Assessment

Description	2024 Adopted	2025 Option C
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

Effective AV Rate
\$0.0046126
46/100
of one cent

Description	2024 Adopted	2025 Option C
Expense		
Medical Program Director Contract	\$120,000	\$126,000
Executive Director Salary/Contract	\$144,000	\$170,000
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
Operational Reserve Ending Balance		\$100,000

What happens if the new agency is not stood up in January 2025?

Until the new agency is created, SCEMS will continue to retain the responsibility and duty for oversight of regional EMS coordination and support for the MPD and fire agencies.

(Ex Director, .1 office asst. and two ½ time contract employees.)

To remain solvent, SCEMS will begin to bill agencies for Q1 2025 at existing rates in December 2024.

By April 1, 2025, SCEMS will not have funds to support its operations, and month-to-month assessments would be needed.



Legal Documents

- Interlocal Agreement between all Fire/EMS agencies
 - Commitment to creating new agency
 - Rights and duties of Member Agencies defined
 - Supermajority vote definition, list of supermajority items
 - Payment method
 - Bylaws, Articles of Incorporation and 2025 budget are attachments
 - All the policy issues presented are incorporated into these documents.

Legal Documents



- Service Level Agreement (SLA) with SNO911 for services:
 - Human resources
 - Information Technology
 - Legal
 - Facilities
 - Finance

For the new agency
to be created,
the following are
required:

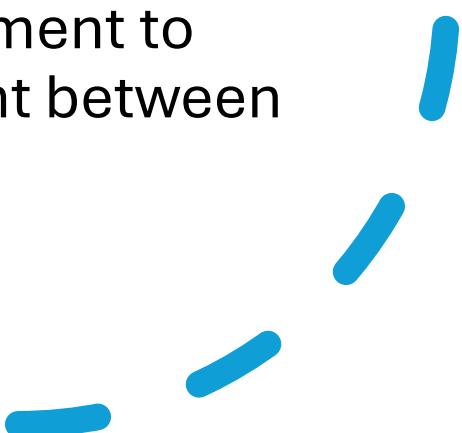
- Action by agencies representing at least 90% of all AV adopt the ILA (with attached Articles of Incorporation and Agency Bylaws) and 2025 budget share.
- An amendment of the SNO911 ILA must be approved by all SNO911 agencies in order to enable SNO911 to provide administrative services and host employees for the new agency.

A large orange circle on the left side of the slide, partially cut off by the edge.

Implementation Calendar: GOAL

Be prepared to stand up New Agency as soon as January 2025, this could be extended to later in the first quarter.

Major Tasks between now and 12/31/24:

- Finalize draft of Service Level Agreement (SLA) between SNO911 and New Agency
 - Approval of ILA for new agency by at fire/EMS agencies representing at least 90% of AV.
 - Action by all SNO911 member agencies this fall to adopt SNO911 ILA amendment to facilitate Service Level Agreement between New Agency and SNO911.
- 
- A series of blue dashed lines in the bottom right corner, arranged in a curved, upward-pointing pattern.

New EMS Agency FAQs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project title: Nomination of Council President / Mayor Pro Tempore and Vice President

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 01/08/25
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Contact person:

Phone number:

Email:

Initialed by:

Department head

Administration

Council President

Project: Nomination of Council President / Mayor Pro Tempore and Vice President

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement: None

Project summary statement:

According to Council Rules and in accordance with [Section 3.2 of the Charter](#), the Council shall be presided over by the Council President, selected annually by a majority vote of the Council at the first meeting in January.

Pursuant to [Section 2.7 of the Charter](#), the President of the Council shall also be deemed the Mayor Pro Tempore for the same period of office.

Council will also elect a Vice President annually, at the same meeting as the election of Council President / Mayor Pro Tempore, unless otherwise determined by majority vote of the entire Council. The duties of Council Vice President shall be described as assisting the Council President / Mayor Pro Tempore in the development of the weekly agenda. In the absence of the Council President / Mayor Pro Tempore, the Vice President shall chair the weekly council meeting. The Vice President will attend any community events where the Council President / Mayor Pro Tempore is unable to attend.

Recommendation (exact action requested of Council):

Nomination and election of Council President / Mayor Pro Tempore; followed by nomination and election of Vice President for the year 2025.

Project title: Award the Construction Contract to Earthwork Solutions, LLC. of Arlington, WA in the amount of \$663,840.07 for the Fulton Street Bicycle Pedestrian Corridor and deny bid protest by Always Active Services.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 01/08/25
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Bid Summary, Vicinity Map,
Bid Protest

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Fulton Street Bicycle Pedestrian Corridor project

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: Fulton Street from Pacific Avenue to California Street

Preceding action: Ordinance No. 3866-22, approved on [3/18/2020](#)
Call for bids authorized on [9/4/2024](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The current programmed available funding, as established by City Ordinance No. 3866-22, for this project is \$1,350,000.

Project summary statement:

The Fulton Street Pedestrian Bicycle Corridor project will improve Fulton St. from Pacific Ave. to California St. with bike-only pathways and bike-enhanced signalized crossings at the major intersection at Pacific and Hewitt. Also included are sidewalk additions and improvements in the Fulton corridor north of Hewitt, providing a new connection between Fulton St. and California Street. The engineer's estimate is \$881,332.30.

Bid proposals for the Fulton St. Pedestrian Bicycle Corridor project were opened on October 1, 2024, with eight (8) bid proposals received. Earthwork Solutions, LLC. (EWS) of Arlington, WA was a responsive bidder in the amount of \$663,840.07.

A bid protest was received from the third-low bidder, Always Active Services. The protest states that EWS's bid did not include a subcontractor form the bid instructions required and failed to include subtotals or totals in another bid form. According to state law, the City may waive variances from bidding specifications if the variances are immaterial. Both variances are immaterial:

- State law (RCW 39.30.060) only requires the subcontractor form if the project is estimated to cost \$1,000,000 or more. The estimate for this project is less than \$1,000,000, meaning the subcontractor form is not required by state law. EWS's omission of a subcontractor form not required by state law is immaterial.
- Regarding the missing subtotals and totals, these are only numerical sums of other entries. EWS's omission of subtotal and total arithmetic is immaterial.

Accordingly, staff recommends Council deny the bid protest and award the contract to EWS.

As the project includes federal funding, WSDOT must concur in the award decision. City staff submitted to WSDOT the bid protest and reasoning for proceeding to award to EWS. WSDOT has concurred with award to EWS.

Recommendation (exact action requested of Council):

Award the Construction Contract to Earthwork Solutions, LLC. of Arlington, WA in the amount of \$663,840.07 for the Fulton Street Bicycle Pedestrian Corridor and deny bid protest by Always Active Services.



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

BID SUMMARY

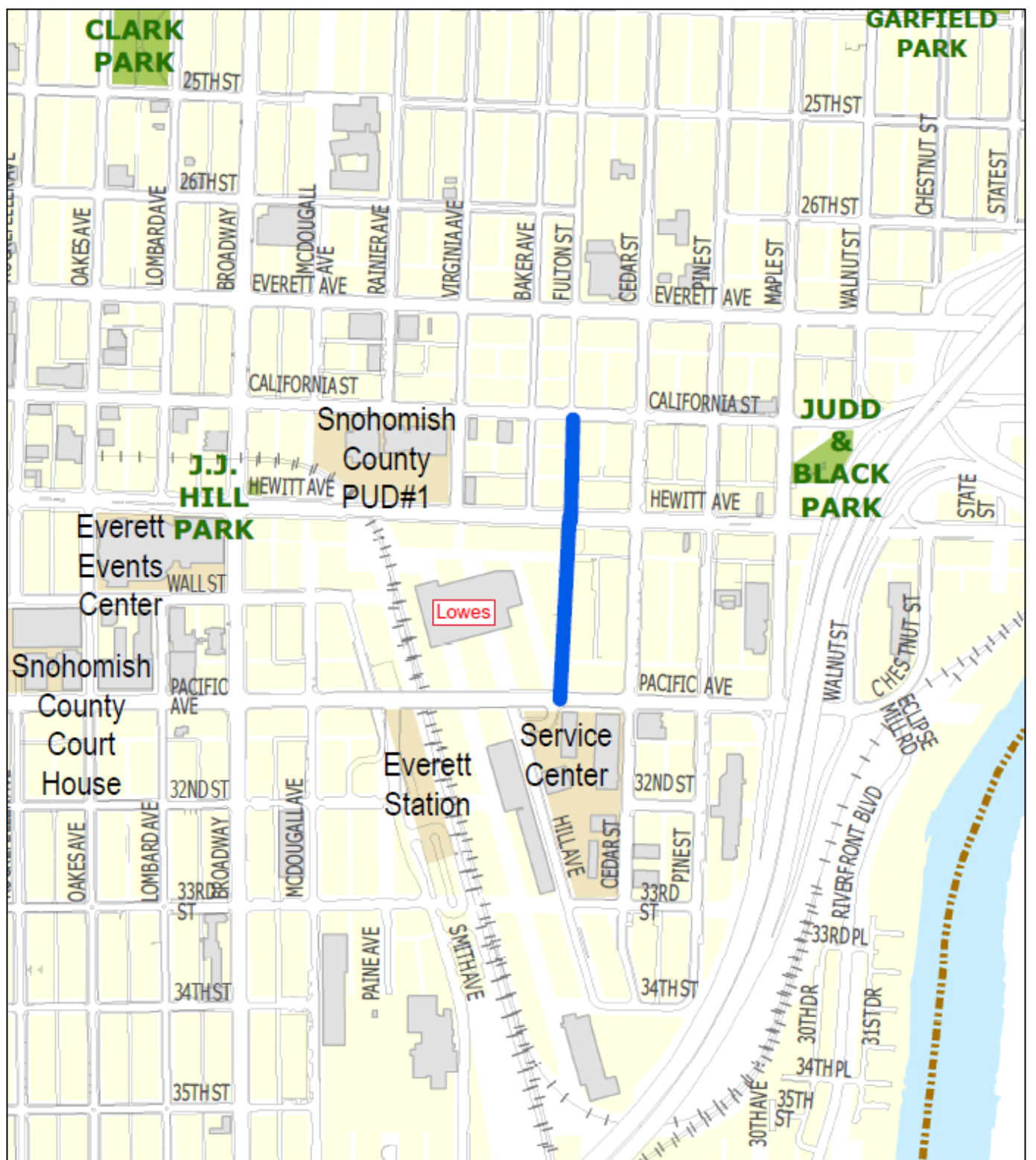
Fulton Street Pedestrian Bicycle Corridor

W.O.# 3785

Date: 10/1/2024

For:

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$881,332.30
Earthwork Solutions, LLC	\$663,840.07
Interwest Construction, Inc	\$682,515.00
Always Active Services, LLC	\$717,746.00
SRV Construction Inc.	\$719,188.00
RRJ Company, LLC	\$719,388.12
Colacurcio Brothers, Inc.	\$743,513.80
Faber Construction Corporation	\$822,875.12
Granite Construction Company	\$874,845.00



FULTON STREET PEDESTRIAN/BICYCLE CORRIDOR

- City Parks
- Commercial
- Hospital
- Government
- Cemetery
- Fulton Street Pedestrian/Bicycle Corridor

0 0.2 0.4 Miles

This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.



November 12, 2024

BY EMAIL ONLY

Amanda Schnee, Owner
Always Active Services
2014 171st Ave SE
Snohomish, WA 98290
alwaysactiveservices@gmail.com

Re: FULTON STREET PEDESTRIAN BICYCLE CORRIDOR
WO 3785 FEDERAL AID # TAP-0420(026)

Dear Ms. Schnee:

This letter relates to Always Active's bid protest dated 8 October 2024. The protest concerns the Fulton Street Pedestrian Bicycle Corridor Project. City Public Works and Legal staff have considered the bid protest and Earthworks Solutions' response dated 21 October 2024. Chapter 3.46 of the Everett Municipal Code governs all bid protests.

The bid protest makes two arguments against Earthworks' bid: (1) Earthworks did not include a subcontractor list and (2) Earthworks did not include subtotals and totals on the DBE Item Bid Breakdown form.

Subcontractor List. State law (RCW 39.30.060) requires submission of a subcontractor list if the work is estimated to cost \$1,000,000 or more. The estimate for the Fulton Street Pedestrian Bicycle Corridor Project is less than \$1,000,000. This means that submission of a subcontractor list is not required by state law. AWPB GSP 1-02.6.Option.A should not have been included in the bid package.

According to state law, the City may waive a bidder's immaterial variance from bidding specifications. City staff concludes that Earthworks' omission of a subcontractor list not required by state law is an immaterial variance.

DBE Form.

The bid protest states that Earthworks did not include subtotals or totals in the DBE Business Enterprise Bid Item Breakdown Form. Subtotals and totals are only numerical sums of Earthworks' other entries. City staff concludes that Earthworks' omission of subtotal and total arithmetic is an immaterial variance.

PUBLIC WORKS



3200 Cedar Street
Everett, WA 98201



425.257.8800
425.257.8882 fax



everettpw@everettwa.gov
everettwa.gov/pw

* * * *

City Public Works will recommend that the City waive both of these immaterial variances and proceed to award to Earthworks, the lowest bidder. City Public Works will seek concurrence from WSDOT before proceeding to award. After WSDOT concurrence, City Public Works will recommend that the City Council (1) deny the Always Active bid protest and (2) award the project to Earthworks.

Sincerely,



Tom Hood, P.E.
City Engineer | Public Works
3200 Cedar Street Everett, WA 98201
P: 425-257-8809

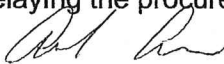
cc: **By email only**
rsass@everettwa.gov
denrico@everettwa.gov
tbenedict@everettwa.gov
joshf@earthworksolutions.com
bids@interwest.biz

Ryan Sass, Director of Public Works
Dan Enrico, Transportation Principal
Tim Benedict, Deputy City Attorney
Earthworks
Interwest

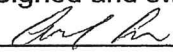


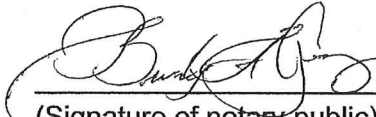
Bid Protest
Fulton Street Pedestrian Bicycle Corridor
TAP 0420(026)
Bid Date 10/1/24 2:00PM

10/08/2024

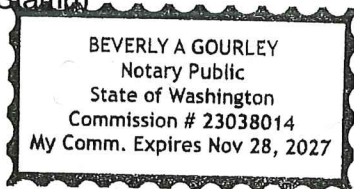
I declare under penalty of law for perjury or falsification that the information contained in the protest is true and correct to my personal knowledge, that this protest is filed in good faith and without any intent of delaying the procurement, and that I reasonably believe the protest to be meritorious, 

State of Washington
County of Snohomish

Signed and sworn to (or affirmed) before me on 10/8/24 (date) by
 Amanda Schnee.


(Signature of notary public)

(Stamp)



Notary Public
(Title of office)

My commission expires:
November 28, 2027

I am writing a formal bid protest to protest the 2 low bids from the Fulton Street Pedestrian Bicycle Corridor. Both Earthworks Solutions and Interwest Construction did not include the subcontractor list DOT Form 271-015A. Section 1-02.6 of the special provisions in addendum one clearly states this "SHALL" be printed and submitted with the bid package. See the attached sheet from the special provisions.

Earthworks Solutions also did not properly finish filling out the DBE Item Bid Breakdown Form by failing to include subtotals or totals.

Interwest Construction did not fill out the DBE Item Bid Breakdown Form or the Written Confirmation.

Always Active Services believes these two bids should both be considered non responsive and incomplete.

Regards,

Amanda Schnee, Owner
206.713.0759
Always Active Services
2014 171st Ave SE
Snohomish WA 98290

A handwritten signature in black ink, appearing to read 'A. Schnee', is positioned to the right of the typed contact information.

6. Age of the firm; and

7. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.

Failure to return this completed form as part of the Bid Proposal package will cause this Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is included in the Proposal Forms.

1-02.6.OptionA.RTF Subcontractor's List
(September 3, 2024 APWA GSP 1-02.6, Option A)

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015A. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract as described in RCW 39.30.060; and
3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

1-02.6(1).RTF

Add the following new section:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7.RTF

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

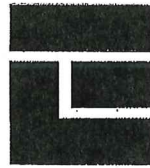
CITY OF EVERETT
DEPARTMENT OF PUBLIC WORKS

**SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR**

FULTON STREET PEDESTRIAN BICYCLE CORRIDOR

COE PW# 3785

FEDERAL AID # TAP-0420(026)



EVERETT
WASHINGTON

PREPARED BY:
CITY OF EVERETT
PUBLIC WORKS - ENGINEERING & PUBLIC SERVICES DEPARTMENT
3200 CEDAR STREET
EVERETT, WA 98201



City Council Agenda Item Cover Sheet

Project title: An Ordinance establishing Everett utility rates for the 2025 through 2028 Operating Years.

Council Bill # *interoffice use*

CB 2411-41

Agenda dates requested:

Briefing	12/11/24
Public Hearing	12/18/24
Consent	
Action	01/08/25
Ordinance X	
Public hearing	
X Yes	No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 2024 Cost-of-Service Study

Partner/Supplier: HDR Engineering, Inc.

Location: Citywide

Preceding action: Ordinance No. 3909-22, approved [11/30/22](#)

Fund: Fund 401 – Water & Sewer Utility

Fiscal summary statement:

The Public Works Department has completed the 2024 Cost-of-Service Study for water, filtration, sewer, and stormwater services. The study determined that rate increases are necessary to meet water supply, wastewater collection and treatment, surface water management, emerging regulatory requirements, and financial obligations of the Everett Utility.

Project summary statement:

This proposed Ordinance will establish rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City of Everett customers, rates for wholesale master meters, and amend [EMC 14.04.020](#), [EMC 14.60.010](#), and [EMC 14.16.713](#).

Recommendation (exact action requested of Council):

Adopt an Ordinance establishing Everett utility rates for the 2025 through the 2028 Operating Years.



To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: January 3, 2025

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, January 8, I will be asking for your concurrence on the following appointments:

To the Transportation Advisory Committee

- Danielle Wilkins, Pos #7 – term expiring 12/31/2030
- Stephen LeDoux, Pos #9 – term expiring 12/31/2030

To the Public Facilities District Board

- Sherry Jennings, Pos #3 – term expiring 12/31/2028

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie Franklin'.

Cassie Franklin
Mayor, City of Everett

c. Nichole Webber, Michael Duerr, Simone Tarver, Nick Shekeryk, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave Ste 10A
Everett, WA 98201

425.2577115
425.2578729fax

everettwa.gov

From: Michelle <michellepnw2@gmail.com>
Sent: Wednesday, December 18, 2024 3:51 PM
To: Angela Ely
Subject: [EXTERNAL] Public comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Angela,

After further consideration, i do wish to submit a written comment for the meeting tonight. Please let me know if it is still possible. I've included my info and comment below.

- Michelle

Michelle Madejski
Snohomish, WA
michellepnw2@gmail.com

Thank you to Mayor Cassie Franklin, Everett City Council members, and staff for their commitment to this project. The AquaSox are an iconic part of Everett and I'm glad the city is investing what is necessary to keep the team here.

I am concerned, however, about the current design decisions regarding the lack of on-site parking with the downtown stadium location and its impact on a vital part of our community: The Everett Community Ice Rink. The downtown location for the stadium relies on parking garages located several blocks away. It is obvious that stadium visitors will first fill closer free on-street parking. These are the only parking spots currently available to community members who use the ice rink.

People of all ages visit the rink regularly from once a week to 5x/week for youth hockey, recreational skating classes, adult hockey leagues, public skating, and figure skating. Most of these programs will overlap heavily with stadium usage. Taking away the rink's parking by filling them with stadium visitors will significantly impact these programs. Walking several blocks with kids around inattentive drivers, potentially in the dark and in the rain, while carrying hockey and skating gear every time is not a realistic option. Most families will stop skating or go elsewhere. Light rail is also not a viable solution for these families given the equipment needs of hockey and skating.

I urge the council to take into consideration the impact on the ice rink. Taking away parking from the rink takes away the value it brings not only from a community perspective but also affects revenue from the ice rink. There are solutions available and I hope the city takes the time to explore these to minimize the impact of this new stadium on what is a wonderful and unique resource in our community. Thank you.

From: Randy Sleight <rrsl8.pe.pls@gmail.com>
Sent: Wednesday, December 18, 2024 6:36 PM
To: Angela Ely
Subject: Re: [EXTERNAL] Aqua Sox Stadium Decision
Attachments: image002.png

Angela,

My name is Randolph R Sleight PE, PLS F.ASCE
Currently residing at 11603 19th St NE, Lake Stevens, WA 98258.

Please add my comments for the record.

I [worked.in](#) Edmonds 1975-1985 with Reid Middleton and Assoc. designed many large projects, like Harbor Square, UW Hospital East Wing Addition and many Port of Everett projects. Then worked in Everett from 1985 to 2019 at Snohomish County retiring in March that year. Came back to work part time, until I re-retired this November with the County.

I am currently in private practice working part time for a small engineering and surveying company in Marysville, Wa. WESI.Co.

I have attended Aqua Sox games and before that Everett Giants games at what is currently Funko Field since at least 1988.

My son and I watched Ken Griffey hit his first Home Run far out to left field where it is now memorialized with a marker. He was on the Bellingham Mariners at that time playing the Everett Giants and he made a great contribution to baseball in the Pacific Northwest.

On Wed, Dec 18, 2024, 1:31 PM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for submitting your email to Council.

If you are wanting your email to be submitted as written comment for the record at the December 18 Council meeting, I would need confirmation of your full name and city of residence.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

Sincerely,

Angela

Angela Ely

Executive Assistant | Everett City Council

425.257.8703 | [2930 Wetmore Ave, Ste 9A, Everett, WA 98201](https://www.everettwa.gov)

[everettwa.gov](https://www.everettwa.gov) | [Facebook](#) | [Twitter](#)

Category 2: For official use only / disclosure permissible by law.

From: Randy Sleight <rsl8.pe.pls@gmail.com>

Sent: Tuesday, December 17, 2024 9:46 PM

To: DL-Council <Council@everettwa.gov>

Subject: [EXTERNAL] Aqua Sox Stadium Decision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Folks,

As former Chief Engineering Officer of Snohomish County when we planned and got constructed a new parking garage, jail, County Administration Building and Municipal Court system downtown as part of the Campus Redevelopment Initiative back around 2005, to go along with the Ed Hanson now Angel of the Winds Sports Complex and Hockey Rink for the WHL leading Everett Silvertips.

We hoped that effort would spur more business development and growth in the Cities core.

I am fully supportive of a new Baseball complex just west of Lowes and east of Broadway to incorporate the needed features to both comply with major league baseball and to accomodate a major league soccer facility to generate revenue for the downtown entertainment district.

A public facility district should be formed to oversee the planning, design and construction of this type of facility for future generations of City of Everett residents, similar to what Seattle did for original Safeco Field. My older brother Don Sleight PE was involved both with Ederer Steel on the Bridge Craned and Electrical Engineer to assist in the retractible roof design at that venue, some folks said that was too expensive to do.

The visionaries and pioneers in this region like Microsoft, Amazon, Nordstrom, Vulcan, Boeing as well as our fantastic sports teams and stars like Julio and Felix who played in Everett, have never said something can not be done. They have shown hardwork and a great labor force in Everett can build projects we can all be proud of. We planned Master Plans like Harbor Pointe, Canyon Park and Snohomish Cascade and Silver Firs. Surely the City elected officials can get behind a project that will make a difference in the Community for the future sport stars of Snohomish County.

Once light rail comes to Everett someday, you will hopefully be thankful and around to see folks from Edmonds, Lynnwood and Mountlake Terrace again return to the Everett Business District to watch a sporting event at this new stadium. Make the Downtown interesting again, this is one reason folks have not returned to work in the offices after COVID shut downs, there is little to do after work in fall, spring and summer, unless it is to go to Funko Field on a Friday night.

Build it and they will come, yes this could be the last chance for Everett to build their own field of dreams.

Randolph R Sleight PE, PLS

From: Fernandez Family <kne1313@msn.com>
Sent: Wednesday, December 18, 2024 9:58 PM
To: DL-Council; aley@everettwa.gov
Subject: [EXTERNAL] Support for new Everett Stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sirs:

My name is Eddie Fernandez, I am the Owner of the Everett Soccer Arena located at 2201 California St. in Everett, WA

I am writing to you today to express my support of a multipurpose stadium to be constructed in downtown Everett, Washington.

The Everett Soccer Arena is a family-owned business that opened its doors in May of 1984. The Arena is celebrating its 40th year of family fun in the same location on California St. across from the PUD in downtown Everett.

Upon the ESA opening in 1984, there were three indoor facilities in the state of Washington. There are currently twenty-three such facilities. The amount of participation in indoor soccer has increased exponentially, it is a sport that is open to men and women, both young and old. Along with the increase in indoor soccer, the participation population of outdoor soccer has also boomed and continues to grow. Snohomish County has always been a hot bed for soccer enthusiasts, many players, parents and fans of the game have spent countless hours cheering for friends and family on the sidelines of our local fields.

A professional facility and the opportunity to support a local professional soccer team would, in no doubt, be met with tremendous support. I wholeheartedly believe that the great soccer community of Snohomish County would embrace the opportunity to have our first full professional soccer team in Everett.

My hope is that the Everett City Council Members understand the magnitude of soccer fanaticism in Snohomish County. Soccer is a sport that encompasses a whole community by bringing Pride to the area. Soccer is a sport that brings together diverse cultures from around the world where soccer is the number one spectator sport. Soccer is a sport that brings together multiple generations of families, young and old, male and female and bonds them.

An opportunity to bring soccer to Snohomish County is special. It is an opportunity that will unite the citizens of Snohomish County and make the City of Everett the center of the Soccer community.

As a fan of Soccer, a local business owner, a resident of Snohomish County for the last 53 years, I fully support the Everett City Council and their vision to bring a new multipurpose stadium to downtown Everett and with it the beautiful game of Soccer.

Thank you for your time,

Eddie Fernandez

Owner
Everett Soccer Arena
2201 California St.
Everett, WA 98201
Est. 1984



CITY OF EVERETT Fire Department

Problem Statement

The problem is the Washington State Department of Health assigns county medical program directors enormous responsibilities (WAC 246-976) including:

- Medical protocol development and distribution, and oversight of compliance to same
- Approval of design and delivery of provider training and evaluation against protocols
- Measurement of provider performance against key performance indicators
- Development and ongoing oversight of a countywide Quality Management Plan
- Approval of complimentary agency quality management plans
- Oversight and audits of provider recertification requirements
- Approval of all county provider recertifications
- Oversight of all countywide controlled substance management policies
- Coordination of delegate physician contributions for agencies with such
- Annual review of prehospital WAC revisions and countywide implementation of applicable changes

However, the state does not offer any input on (or funding for) how a county medical program director will meet these responsibilities. Regardless, they are required to operate a WAC compliant EMS system in each county.

Snohomish County has previously established a non-profit organization tasked with assisting the medical program director with this work, as most Washington State counties have, but its design has failed to serve the growing needs of a county now exceeding 800,000 residents and over 1,800 certified EMS providers. Examples of systemic failure include:

The EMS Joint Task Force was formed to address this inadequacy and recommend a way forward. JTF recommendations are aimed at resolving the problem in a manner which is WAC compliant and scalable as Snohomish County continues to grow and change.