FIRST AMENDMENT TO REVISED AND RESTATED INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This FIRST AMENDMENT TO REVISED AND RESTATED INTERLOCAL AGREEMENT ("First Amendment") is entered into between SOUTH SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY, a Washington municipal corporation (the "RFA") and the CITY OF EDMONDS, a Washington city (the "City").

I. RECITALS

This First Amendment is made with reference to the following facts:

- A. The City and Snohomish County Fire District No. 1 ("SCFD 1") entered into a Revised and Restated Interlocal Agreement for Fire and Emergency Medical Services dated January 26, 2017 (the "ILA").
- **B.** SCFD 1's interest in the ILA was subsequently assigned to South County Fire on October 1, 2017.
- C. On June 2, 2021, South County Fire issued a Threshold Notice pursuant to section 2.2.2 of the ILA based on the fact that the Neighboring Unit Utilization Factor and Transport Balance Factor were out of balance.
- D. The Parties have met and conferred on Remedial Measures and now desire to implement Remedial Measures as provided herein as contemplated by Section 2.2.4 of the ILA.

II. TERMS AND CONDITIONS

- Implementation Date. The Remedial Measures listed herein shall be implemented on the earlier of February 1, 2022 or such later date as The RFA is able to operationally implement the Remedial Measures herein, but in no event later than March 1, 2022 (the "Implementation Date"). The RFA shall provide written notice to the City of the Implementation Date within two (2) business days after the Remedial Measures have been implemented.
- 2. Fire Station Staffing. Section 2.2 of the ILA is deleted and replaced with the following:
 - 2.2 <u>Fire Station Staffing</u>. The City Fire Stations shall each be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) fire captain and two (2) firefighters, at least one of whom shall be a firefighter/paramedic. Two additional firefighters shall be assigned to the City on a twenty-four (24) hour, seven (7) day basis; the Fire Chief shall have discretion where these two firefighters will be assigned. Any increase in staffing above this level shall not increase the Contract Payment unless the increase occurs through an amendment of this Restated ILA.
- 3. **Threshold Notice**. The Mayor and Fire Chief will review the NUUF and TBF data for the twelve month period following the Implementation Date (the "Review Period"). The RFA agrees not to issue a new Threshold Notice until the conclusion of the Review Period. The Parties agree that this twelve month review period has been negotiated

specifically for this First Amendment and shall not, in the absence of mutual agreement, apply to any subsequent Remedial Measures.

- 4. **Contract Payment Adjustment**. Effective on the Implementation Date, the Contract Payment shall be determined according to **Amended Exhibit C**, attached hereto, which reflects the additional 24-hour unit. It is noted that the labor rates shown on Exhibit C are not current labor rates and will be adjusted pursuant to Section 4.2.2 once a new collective bargaining agreement has been executed by the RFA and IAFF Local 1828; provided, however, that the increase in labor rates associated with the new 24-hour unit shall be retroactive only to the Implementation Date.
- 5. **All Other Terms and Conditions**. All other terms and conditions of the ILA not addressed herein shall remain unchanged and in full force and effect.

Dated this 15th day of FEBRUARY 2022.

SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

Greg Urban (Mar 1, 2022 18:45 PST)	Jim Kenny Jim Kenny (Mar 1, 2022 20:29 PS

Its: Board Chair

Its: Commissioner

Mark Laurence

Mark Laurence (Mar 4, 2022 08:12 PS)

Chris Teofilak (Mar 1, 2022 20:22 PST)

By: Mark Laurence
Its: Vice Chair

By: Mark Laurence
Its: Commissioner

David Chan

David Chan (Mar 2, 2022 08:15 PST)

ATTEST:

By: David Chan

Its: Commissioner

By: Melissa Blankenship

Its: Executive Assistant

Its: Executive Assistant

Approved as to form:

By: Derek Daniels Its: Commissioner

RICHARD A. DAVIS III
RICHARD A. DAVIS III (Mar 1, 2022 15:26 PST)

By: Richard A. Davis III

Its: South County Fire Attorney

Edmonds ILA Amendment 2 15 2022

Final Audit Report 2022-03-04

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By: Melissa Blankenship (mblankenship@southsnofire.org)

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Agreement completed.

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