

April 24, 2024 4:00pm

CALL TO ORDER

The following attendees were present:

COMMISSIONERS

Ric Cade
Rob Johnson
Leonard Kelley
Greg Oakes
Marilyn Oertle
Al Schreiber
Holly Sloan-Buchanan

FIRE AUTHORITY STAFF

John Cermak, Fire Chief Dave Kraski, Deputy Fire Chief Kari Wheeler, Administrative Assistant/Comm. Secretary Randy Krumm, Finance Director Allison Jubb, Human Resources Director

The meeting was called to order at 4:00 pm by Commissioner Chair Oertle.

Commissioner Chair Oertle led the room in the Pledge of Allegiance.

PUBLIC AND EMPLOYEE COMMENTS – there were no public or employee comments

IAFF LOCAL 3438 REPORT – verbal update from BC Greg Koontz and Capt. Kirk Normand

BC Koontz indicated that he had upset some Board members with his update at the last
meeting and relayed that was not his intention. He communicated that he had spent many
hours on the RFA Committee as the Union President of the City of Arlington firefighters,
which is why he has a strong position on what he believes the Union understood would be
the maintaining or improving services levels (at the time COA joined the RFA), vs current
staffing and deployment at Station 46. BC Koontz read the following statements from
documents of the merger

"The RFA Board of Commissioners and City of Arlington Council (Alternately: simply make this a joint statement of the Committee Members) endorse the following statement of shared values and principles to guide us in developing a plan for the annexation of the City into North County Regional Fire Authority (RFA). "

- Ensuring operations meet or exceed current service levels in terms of their ability to support a safe and healthy community.
- While it will be a priority to lower response times in Arlington, this cannot be achieved immediately upon annexation without additional staffing, which may not be financially feasible initially. Modeling will be done to confirm feasibility and timing.



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 Capt. Kirk Normand spoke to the commission and reminded them that the Local 3438 represents firefighters from NCRFA, FD21, and Camano Island. He affirmed the position and desire to provide the best service possible to all the communities served by Union labor and thanked NCRFA Commissioners for listening to the union surrounding areas they feel strongly about, and, their willing and openness to working together.

MOTION TO APPROVE AGENDA

1st: <u>Commissioner Oakes</u> 2nd <u>Commissioner Schreiber</u>

Discussion: none

APPROVED: Unanimous

MOTION TO APPROVE CONSENT AGENDA

1st: Commissioner Sloan-Buchanan 2nd Commissioner Oakes

Discussion: none

APPROVED: Unanimous

2024 Q1 HR REPORT – Presented by Human Resources Director, Allison Jubb.

Presentation only, no action.

• See **Appendix A**, – 2024 Q1 Human Resources Report, submitted by Ms. Jubb.

UNFINISHED BUSINESS

No items on the agenda.

NEW BUSINESS

MOTION TO DIRECT THE FIRE CHIEF TO ENTER INTO THE ATTACHED CONTRACT WITH FIRE DISTRICT 19.

1st: Commissioner Oakes **2**nd Commissioner Sloan-Buchanan

Discussion: No Discussion. See Exhibit 1 (Proposed Motion Summary IX.b) and Exhibit 2 (ILA

for Emergency Medical Services)

APPROVED: Unanimous



April 24, 2024 4:00pm

CHIEF'S REPORT – presented by Chief Cermak. No action, no discussion.

Chief Cermak anticipates that an ILA with District 25 will be brought before the Board at the next Commission meeting.

See Appendix B

DISCUSSION – COMMISSIONER COMMENTS

Commission Chair Oertle requested an update on the status of transitioning Commission meetings to a livestream platform rather than zoom. NCRFA IT team is making progress to this move, but have not yet fully tested the system. An update will be provided at the next meeting. Commission Chair Oertle requested that a message be posted on NCRFA website alerting the public to this transition in a effort to promote transparency and make these public meetings more accessible. Secretary Wheeler will work to get this notice posted.

There was general discussion on whether the board should attend the WFCA Chelan Conference in June. After determining there would be no penalty to cancel unused reservations, there was consensus to make attendance at the Chelan Conference optional.

Chief Kraski indicated he would work with Secretary Wheeler to distribute a poll for potential dates for a mid-year Commission work-session / retreat.

Secretary Wheeler encouraged Commissioners to reach out to her regarding their assigned org devices (ipads). Are the devices meeting the needs of Commissioners? Are the functioning well?

*THERE WERE 2 OR 3 BRIEF DISRUPTIONS/OUTAGES IN THE BUILDING INTERNET SERVICE WHICH CAUSED THE ZOOM MEETING TO ABRUPTLY CLOSE. NO DISCUSSION OF NOTE OR ACTION WAS TAKEN DURING THIS TIME. THE MEETING WAS RESTARTED THE MOMENT SERVICE RESUMED AND ATTENDEES WERE ALERTED TO THE INTERNET OUTAGES IN THE BUILDING.

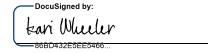
GOOD OF THE ORDER

MOTION TO ADJOURN 5:10pm

1st: Commissioner Oakes 2nd Commissioner Schreiber

Discussion: None

APPROVED: Unanimous





April 24, 2024 4:00pm

Maril	yn Oert	:le	
Comr	mission	Board	Chair

5/9/2024

Date Signed

Kari Wheeler Commission Secretary

5/9/2024

Date Signed

APPENDIX A



NORTH COUNTY REGIONAL FIRE AUTHORITY

DATE: April 24, 2024

TO: Board of Commissioners

FROM: Allison Jubb, Human Resources Director

SUBJECT: 2024 Q1 Human Resources Report

Q1 Highlights

- Continuing to meet employees and leaders throughout NCRFA and the Training Center
- Learning and achieving the routine HR operations deliverables and expectations (the "business as usual" that absorbs the majority of capacity)
- Identifying near-term and long-term needs for the budgeted (unfilled) FTE; will finalize my recommendations in coming weeks
- Commenced negotiations for a new Collective Bargaining Agreement
- Collaborated with Ms. Wheeler in developing a pilot Part-Time Firefighter ("PT FF") onboarding process with positive reviews from both new hires and other internal stakeholders
- Engaged with cross-organizational team to begin a project focused on Safety process improvements; initial focus is on the employee incident reporting process (illness/injury/exposure)
- Partnering with Ms. Wheeler and Chief Kraski to enhance existing Entry/Lateral Eligibility
 List refresh process, with planned use starting during 2024; lessons learned and
 innovations may be applicable to refreshing the BC and Captain promotional lists in 2025
 - Opportunities to expand outreach to underrepresented groups (women, etc.)
- Partnering with other departments to create new and/or modernize existing community workforce development programs that positively impact our workforce pipeline (WWU Internship program, Explorers program, etc.)

2024 Q1 and YTD Activities – Key Deliverables

RECRUITMENT Jan 1 – March 31, 2024

Part-Time Firefighter Positions ("PT FF")

- 1 PT FF Recruitments Posted (ongoing)
- 7 PT FF Contingent Offers Made
- 7 PT FF Final Offers Accepted

All Full-Time Firefighters and other positions not in Administration ("FT FF/Ops")

- 0 FT FF/Ops Recruitments Posted
- 0 FT FF/Ops Chief's Interviews Conducted
- 0 FT FF/Ops Contingent Offers Made
- 0 FT FF/Ops Final Offers Accepted

All Full-Time positions in Administration ("FT Admin")

- 1 FT Admin Recruitments Posted
- 3 FT Admin Chief's Interviews Conducted
- 1 FT Admin Contingent Offers Made
- 1 FT/Admin Final Offers Accepted

EMPLOYEE ONBOARDING AND SEPARATIONS

Hires/Onboarding

3 FT FF/Ops (1 PT FF hired as FT FF*)

1 FT Admin

*2023 – **12** PT FF hired as FT FF 2022 – **3** PT FF hired as FT FF

Separations/Offboarding

0	PT FF	(0 Probationary)
0	FT FF/Ops	(0 Probationary)
1	FT Admin	(0 Probationary)

Records Program

- Overall Records Structure under review
- Phase 1 of the Policies/Procedures/Directives project (see *Commencing in Q2*) will simplify some aspects of the records structure and improve accessibility
- 40 Public Records Requests received/processed
 - 4 were more complex/larger volume

Looking Ahead - Q2 Focus Areas

CONTINUING FROM Q1

- Deploy the budgeted FTE to maximize the near-term and long-term priorities for NCRFA
- Negotiations
- Deploy/fully launch into "production" the Part-Time Firefighter onboarding process. 5 new PT hires begin May 02, 2024.
- Pilot the enhancements to employee incident process (illness/injury/exposure reporting)
- Continue with developing and begin deployment of Entry/Lateral Eligibility List process improvements
- Finalize pilot of WWU Internship program (Public Health intern June 2024)

• Finalize refresh of Explorer program ("junior firefighter" program for under age 18/in school still)

COMMENCING IN Q2

- Identify potential approaches to streamline the collection of and managing of workforce data for reporting and analysis (EEO reporting, OSHA, etc.)
- Begin Phase 1 of the Policies/Procedures/Directives Overhaul (in partnership with BCs and other key participants at NCRFA)
- Regularly align HR focus and priorities with Administration and Operations by facilitating the first of a quarterly HR prioritization/reprioritization exercise with key stakeholders
 - Limited capacity necessitates alignment on the MUST do, SHOULD do, WON'T do, CAN'T do
 - Many organizations develop a long "wish list" of improvements needed, new ideas and opportunities, etc. Meeting quarterly allows us to decide what needs to stay on the HR "list" to be addressed and in what order/priority (related to a risk assessment, strategic impact, etc.)

EXHIBIT 1



North County Fire/EMS Proposed Motion Summary

IX.b

COMMISSION MEETING DATE:				
April 24, 2024				
SUBJECT:				
SNOHOMISH COUNTY FIRE DISTRICT 19- ADVANCED LIFE SUPPORT (ALS) CONTRACT				
ATTACHMENTS:				
Contract for Services				
DIVISION OF ORIGIN:				
Administration				
EXPENDITURES REQUESTED:	None			
BUDGET CATEGORY:	Revenue- Contracts			
BUDGETED AMOUNT:	2023- \$71,565; 2024- \$74,856.99			
LEGAL REVIEW:	Eric Quinn			
DESCRIPTION:				
NCRFA has been negotiating the terms of the ALS services provided to FD19 after the contract conclusion 2022 ended. Public Consulting Group conducted an assessment of cost of services to NCRFA and concluded that the cost of service remain at \$65k (Section4- Conclusions: 4.1 Cost of Service; #2). The CPI was added for June to June 2022 Seattle Bremerton Area in the amount of 10.1% for the service period of 2023 and 4.6% for the June to June 2023 for the service period for 2024 as illustrated below.				
HISTORY:				
ALTERNATIVES:				
Reject and return to the bargaining table with FD19				
RECOMMENDED MOTION: $\ \square$ Amend the Rec.				
To direct the Fire Chief to enter into the attached contract with Fire District 19				

EXHIBIT 2

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This Interlocal Agreement for Emergency Medical Services ("Agreement") is entered into between NORTH COUNTY REGIONAL FIRE AUTHORITY, a municipal corporation ("RFA"), and SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 19 ("District"). RFA and District are each a "Party" and collectively the "Paties to this Agreement. The Parties agree as follows.

RECITALS

- 1. This Agreement is entered into by the District under the authority of RCW 52.12.031 and the RFA under the authority of RCW 52.26.090 and in confonnity with ch_{a p} ter 39.34 RCW, the Interlocal Cooperation Act.
- 2. The purpose of this Agreement is to ratify and confirm prior acts and practices and to replace all prior agreements between the parties and to fmiher define the tenns under which the RFA will provide advanced life suppoti ("ALS") services to the District. Basic life suppoti ("BLS") services will continue to be provided by the District and by RFA consistent with the mutual aid protocols in place for such services in Snohomish County.

AGREEMENT

1. **DEFINITIONS.**

- **1.1.** The following tenns, when used in this Agreement, me defined as follows:
 - (a) "ALS" or advanced life support has the same meaning as in RCW 18.73.030.
 - (b) "BLS" or basic life support has the Sat'lle meaning as in RCW 18.73.030.
 - (c) "EMS" or emergency medical service has the Sat'lle meaning as in RCW 18.73.030.
 - (d) "RFA" means North County Regional Fire Authority.
 - (e) "District" means Snohomish County Fire Protection Distl'ict No. 19.
 - (f) "Chief' means the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
 - (g) "Material Breach" is either:
 - (i) The RFA's failure to provide Services at the Level specified in <u>Section 3</u>;
 - (ii) The District's failure to pay the contract payments specified at Section 4.1 herein.

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(iii) Any other failure of a party to perfmm a contractual obligation that prohibits the other party from performing its payment or service obligations.

2. TERM, RENEWALS AND TERMINATION.

- **2.1. Term.** This Agreement takes effect on January 1, 2023 "Commencement Date" and shall teiminate on December 31, 2024 (the "Anniversary Date"). The Agreement shall renew for additional one-year terms if either pmiy fails to give six months' written notice prior to the Anniversm y Date or subsequent Anniversary Dates (e.g., December 31, 2025) of an intent not to renew this Agreement.
- **2.2. Termination For Material Breach.** Either Pmiy may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party pursuant to the following process:
 - (a) The non-breaching Pmiy shall provide the breaching Pmiy with written notice which sets forth the alleged Material Breach(es)
 - **(b)** The breaching Party shall have 45 days following receipt of the notice from the non-breaching Party (the "Cure period") to cure such alleged Material Breach(es).
 - (c) In the event that the breaching Party fails to cure such Material Breaches during the Cure Period, the non-breaching Party may terminate this Agreement immediately. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the Parties under applicable law.

3. SERVICES PERFORMED BY THE RFA FOR THE DISTRICT

3.1. Emergency Medical Services. The RFA shall furnish ALS services to the District. The RFA reserves the right to temporarily modify service levels and Standards of Response Coverage from time to time as circumstances may require, and when consistent with applicable plans under Chapters 18.73 and 70.168 RCW. The RFA shall provide the District with written notice of any temporary changes that exceeds 72 hours in duration. The RFA shall provide the District with reasonable advance notice of any permanent increase or decreases in the Standards of Response Coverage affecting the District. In the event of a decrease the RFA shall explore with the District options for avoiding the decrease.

4. PAYMENT FOR SERVICES.

4.1. Payment Procedures. For the ALS services provided pursuant to this Agreement, the District agrees to pay the costs of this level of service in two equal semi- annual payments made in May and November. The contract sum for 2023 shall be established as \$71,565. The contract sum for 2024 shall be \$74,856.99, subject to Section 4.2 below.

4.2. Significant Change in Cost of Providing Services. In the event either party determines that a material and significant increase or decrease in the costs of providing services under this Agreement has occurred as the result of a legislative policy or declaration, or other event that mandates a change in the level of service or cost of service, beyond the control of the parties, then, at the request of either party, the parties shall renegotiate the funding and service provisions of this Agreement. If the parties are unable to successfully renegotiate this Agreement through good faith negotiations, the Dispute Resolution Provisions of this Agreement shall apply.

5. OVERSIGHT AND ADMINISTRATION.

- **5.1. Administration Committee.** To cany out the purposes of this Agreement, a two-person committee is hereby created to administer this Agreement ("Committee"). The Committee shall consist of the Fire Chief of each Patty. The Committee shall meet on a regular basis as detennined by the Committee and no less than one (1) time per year to discuss the performance of the obligations of the District and the RFA pursuant to this Agreement. Either member of the Committee may call meetings as deemed appropriate. The Committee may recommend amendments to this Agreement.
- **5.2. Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the District Fire Chief regarding the services provided under this Agreement on or before July 1 of each year.

6. INDEMNIFICATION AND HOLD HARMLESS.

- 6.1. The District shall indemnify and hold hannless the RFA and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the District, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the RFA, the District shall defend the same at its sole cost and expense, provided that the RFA retains the right to paiticipate in said suit if any principal of govennmental authority is involved, and if final judgment be rendered against the RFA and its officers, agents, and employees, or any of them, or jointly against the RFA and District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.
- 6.2. The RFA shall indemnify and hold hannless the District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the RFA, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District,

the RFA shall defend the same at its sole cost and expense, provided that the District retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the District and its officers, agents, employees, or any of them, or jointly against the RFA and District and their respective officers, agents, and employees or any of them, the RFA shall satisfy the same.

- **6.3.** The RFA and the District aclmowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concmTent negligence of the RFA, its agents, employees, and/or officers and the District, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit or cause of action by one party's employee(s) against the other party.
- **6.4.** The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. INSURANCE.

7.1. RFA Insurance. The RFA shall provide insurance coverage for RFA-owned apparatus and equipment during the performance of this Agreement. The RFA shall furnish to the District appropriate documentation showing that such coverage is in effect.

8. INDEPENDENT MUNICIPAL GOVERNMENTS.

- **8.1. Independent Governments.** The Parties are independent governments. Except for the specific telms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. This Agreement shall not be construed as creating an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on either party.
- **8.2. No Agency.** Except as specifically provided in this Agreement, neither Party shall have any right, power or authority to enter into any agreement or undelialding for or on behalf of, to act as or be an agent or representative or, or to otherwise bind the other party.
- **8.3. Debts and Obligations.** Neither the District nor the RFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other Party.
- **8.4. Assignment of Resources.** The RFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the Services described in

this Agreement are provided within the RFA and within the District, subject to Agreement Section 3.1.

9. DISPUTE RESOLUTION.

- **9.1.** Prior to any other action, the District Commission Chair and the RFA Fire Chiefshall meet and attempt to negotiate a resolution to any and all disputes.
- 9.2. If the Patties are unable to resolve the dispute through negotiation, either Patty may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The Patties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and patticipation in the mediation, including expert witness and attorney fees.
- 9.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days, either Party may submit the matter to binding arbitration according to the procedures of the Superior Comt Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Comt, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The at bitration shall be before a disinterested arbitrator with both Patties sharing equally in the cost of the arbitrator. The location of the at bitration shall be mutually agreed or established by the arbitrator. Each patty shall be responsible for its own costs in preparing for and palticipating in the arbitration, including expert witness and attorney fees.
- 9.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either Party for any dispute regat ding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the ainount or type of relief demanded.

10. MISCELLANEOUS

- **10.1. Service Limitation.** The services provided under this Agreement represent an extension and expansion of services the RFA provides to the public in general. This Agreement does not, and the Parties do not intend to, create a special relationship or duty to the other Patty or to the public served by either Patty.
- **10.2. Non-Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option confelTed 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.
- **10.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

- **10.4. Assignment.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no ftuther assignment shall be made without additional written consent.
- **10.5. Modification.** 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.
- **10.6.** Compliance with Laws. Each patty 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.
- **10.7. Entire Agreement.** The written tem1s 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 mallller this Agreement. All of the Exhibits are hereby made patt of this Agreement.
- **10.8. 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.
- **10.9. 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 Patty.
- **10.10. 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 or such other address as may be hereafter specified in writing.
- **10.11. Benefits.** This $A_{g\,r}$ element is entered into for the benefit of the Patties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- **10.12.** 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.

The patties below execute this Agreement, which shall become effective on January 1, 2023.

RFA:	DISTRICT:

Snohomish County Fire Protection District 19
By:
Print Name: John Engl
Its: Commissioner Chair
DATE: 4 U 2024
NOTICES TO BE SENT TO:



NORTH COUNTY REGIONAL FIRE AUTHORITY

APPENDIX B

DATE: April 24, 2024

TO: Fire Commissioners

FROM: John C. Cermak, Fire Chief

SUBJECT: APRIL 10-24, 2024: COMMISSION UPDATE

• Chief Goforth and I met to submit a CRR AFG Fire Prevention grant. We can expect notification later in the year.

- I attended Stanwood and Arlington City Council meetings as well as Stanwood City Staff and Public Safety meetings.
- I met with the Board Chair regarding current issues and will continue to do so as she requests for regularity.
- Everett Asst. Chief Gagnon and I met with Herman Calzadillas regarding the EvCC Client services contract. New administration has questions regarding language.
- Mediation occurred at Station 48 on Thursday 8:00-3:00. It was deferred through negotiations since we are in that process.
- A lot of work was completed on negotiating or pre-negotiating the CBA and neighboring contracts. It appears that there has been a tentative agreement with FD25 that will come before you next meeting and FD19 tonight.
- I congratulate and am happy for FD21 successful fire levy vote.