



**North County Regional Fire Authority
COMMISSIONER'S MEETING**

**May 08, 2024
4:00pm**

CALL TO ORDER

The following attendees were present:

COMMISSIONERS

Ric Cade
Rob Johnson
~~Leonard Kelley~~, excused
Greg Oakes
~~Marilyn Oertle~~, excused
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
Dave Kraski, Deputy Chief of Operations

The meeting was called to order at 4:00 pm by Commissioner Vice-Chairman Johnson.

Commissioner Schreiber 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*

In honor of International Firefighter's Day, which was Saturday, May 4, 2024, BC Koontz wanted to thank and recognize the hard work and dedication of Local 3438 Firefighters. Of noted recent highlights – last week, 4 members participated in swift water training; 5 recruits are set to graduate from Academy in a few weeks.

MOTION TO APPROVE AGENDA w/ and amendment that an Executive Session, pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee be added to the agenda.

1st: Commissioner Oakes **2nd** Commissioner Schreiber

Discussion: the Executive Session will fall after scheduled new business. No action is expected.

APPROVED: Unanimous

MOTION TO APPROVE CONSENT AGENDA

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

Discussion: none

APPROVED: Unanimous

2024 Q1 OPERATIONS REPORT – *Presented by Deputy Chief of Operations, Dave Kraski.*



**North County Regional Fire Authority
COMMISSIONER'S MEETING**

**May 08, 2024
4:00pm**

Presentation only, no action.

- See **Exhibit A**,– 2024 Q1 Operations Report submitted by DC Kraski.
 - See **Appendix A** - PowerPoint presentation.

UNFINISHED BUSINESS

No items on the agenda.

NEW BUSINESS

MOTION TO DIRECT THE FIRE CHIEF TO ENTER INTO THE ATTACHED CONTRACT WITH FIRE DISTRICT 25.

1st: Commissioner Schreiber **2nd** Commissioner Oakes

Discussion: No Discussion. See **Exhibit B** (ILA for Emergency Medical Services)

APPROVED: Unanimous

MOTION TO APPROVE RESOLUTION 05082024-01 AS WRITTEN

1st: Commissioner Schreiber **2nd** Commissioner Oakes

Discussion: This resolution is the NCRFA Commission Board's proclamation and affirmation of May 19-25, 2024 as Emergency Medical Services (EMS) Week, AND, Wednesday, May 22, 2024 as Emergency Medical Services for Children (EMSC) Day. In honor of EMSC Day, NCRFA will host a "Teddy Bear Clinic" from 5:30 pm – 7:00 pm at Station 48 in Arlington and Station 99 in Stanwood. Kids are invited to bring a teddy bear, or other stuffed friend to meet and interact with North County EMS providers. This open-house style event is designed to help children understand things they might see or experience if they, or someone they know, are involved in a medical emergency. See **Exhibit C** (Resolution 05082024-01)

APPROVED: Unanimous

EXECUTIVE SESSION

The Board called for a 10-minute executive session pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The session at 4:40 pm. At 4:50, the Board requested a 5-minute extension.

The executive session concluded at 4:55 pm. No action was taken.

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

- See **Exhibit D**



**North County Regional Fire Authority
COMMISSIONER'S MEETING**

**May 08, 2024
4:00pm**

DISCUSSION – COMMISSIONER COMMENTS

Commissioner Oakes thanked Matt Fleischbein, the Explorers, Ryan Boyd and all the NCRFA Firefighters and staff who helped organize and facilitate the Pancake Breakfast. He felt it was a wonderful tradition to bring back and well received by the community.

GOOD OF THE ORDER

Commissioner Johnson thanked the NCRFA Crew for their professional, compassionate response in transporting his wife, earlier in the week, who experienced a medical emergency.

MOTION TO ADJOURN 5:05pm

1st: Commissioner Oakes

2nd: Commissioner Sloan-Buchanan

Discussion: None

APPROVED: Unanimous

DocuSigned by:

Rob Johnson

A23111691B944A7...

Rob Johnson

Commission Board Vice-Chair

5/23/2024

Date Signed

DocuSigned by:

Kari Wheeler

868B492E5EE5460...

Kari Wheeler

Commission Secretary

5/23/2024

Date Signed

EXHIBIT A

2024 Q1 Operations Report

North County Fire & EMS

Operations First Quarter Report (January - March 2024)



2347
Total
Dispatched
Calls

84%
EMS
Calls

16%
All Other
Calls

01:22

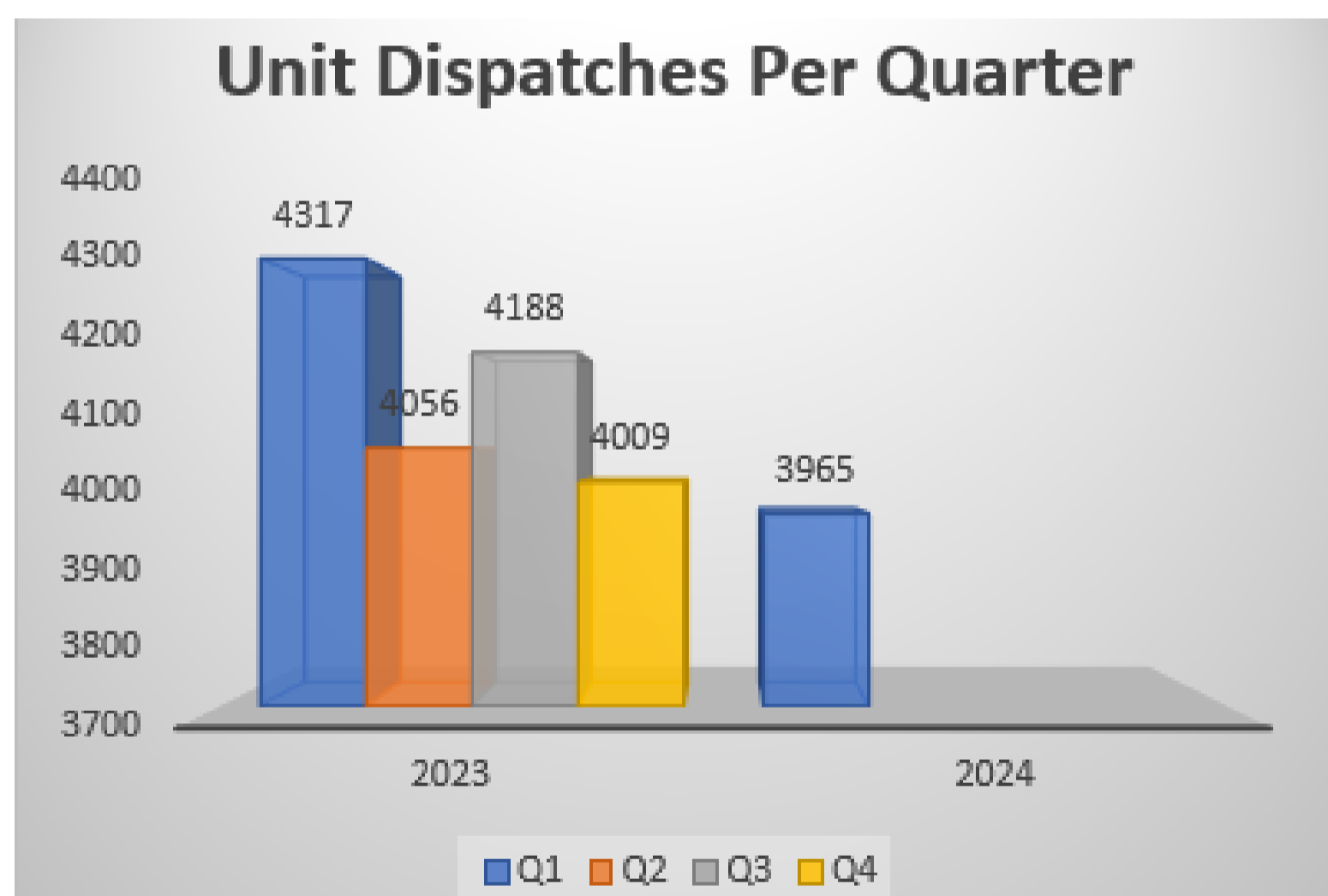
Average
Turn-Out
Time

5:43

Average
Travel
Time

9:44

Average
Response
Time



Oso Slide Memorial March 23, 2024
10 Year Remembrance Ceremony

Major Activities and Accomplishments in Q1

- Completed Annual Report
- Held an "All Officers" Meeting, first time
- Attended Legislative Day in Olympia with WA. Chief's
- Assisted South County with a promotional process
- Participated on Sno. Co. IMS Policy update
- Completed Annual Evaluations
- Annual Awards Banquet at Angel of the Winds
- Hired a new Human Resources Director
- Conducted a Commissioner Retreat
- Attended Northwest Leadership Conference in Portland
- Assisted City of Arlington with Comprehensive Plan Update
- On-Boarded 8 new Part-Time employees
- Attended Oso 10-year anniversary & memorial dedication
- Continued to provide great service to the community day in day out 24/7

Serving Our Communities With Compassion

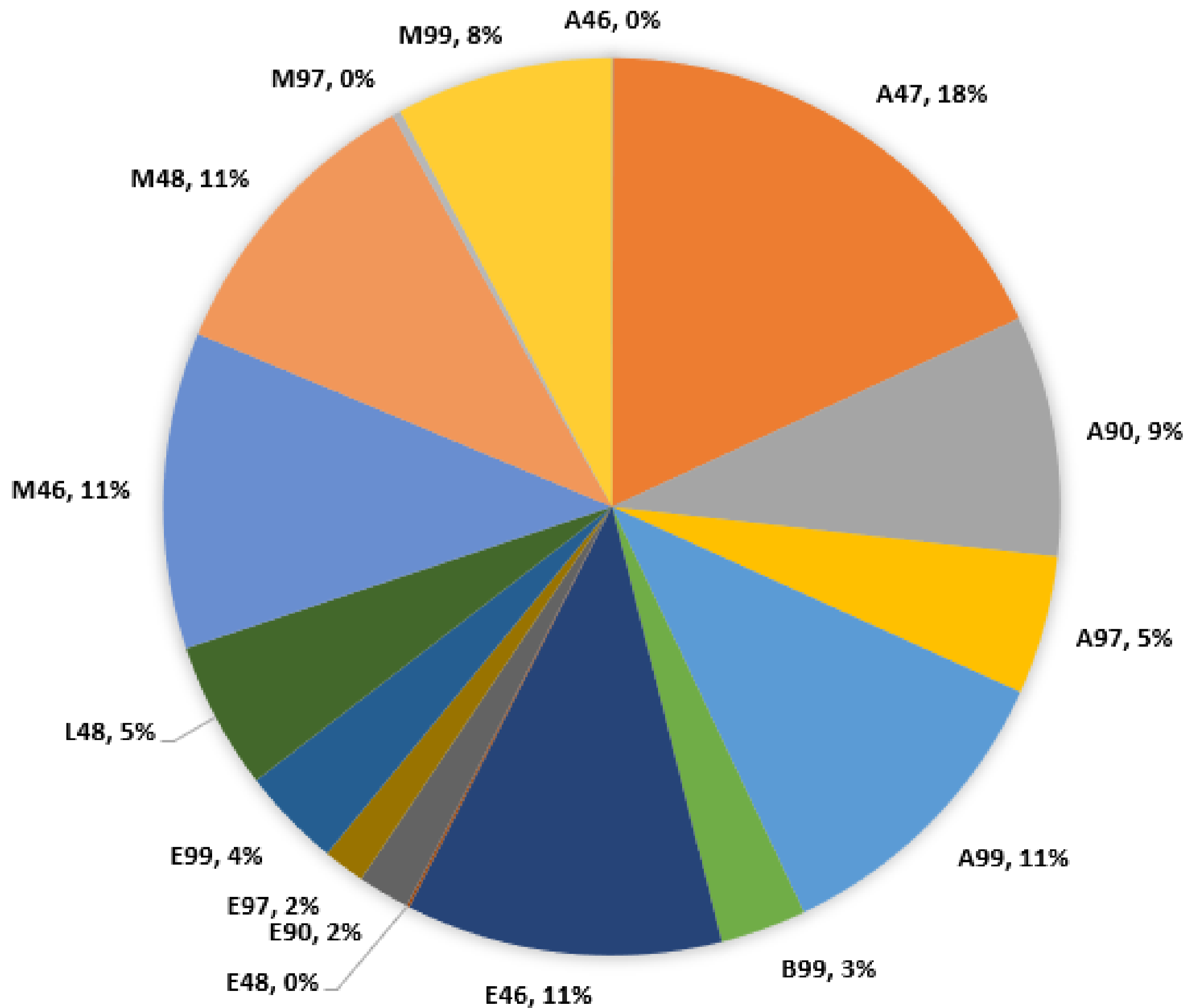
Integrity - Innovation - Pride - Professionalism - Ownership

Fire Calls & Locations Q1 2024



UHU 2024 Q1

All responses inside and outside NCRFA
Percentage of time units are on calls



Unit Hour Utilization (UHU) is calculated by dividing the number of Dispatched Calls by the number of Unit Hours

Does not include writing reports, restocking rigs, etc.

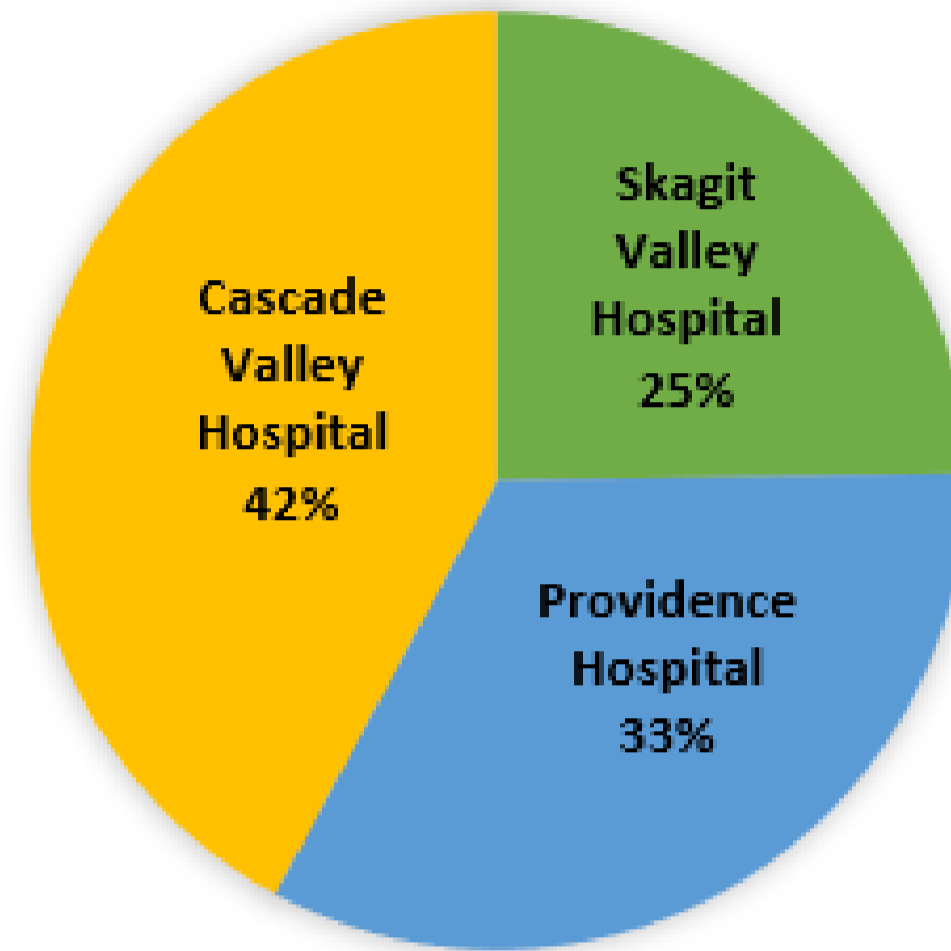
Serving Our Communities With Compassion

Integrity - Innovation - Pride - Professionalism - Ownership



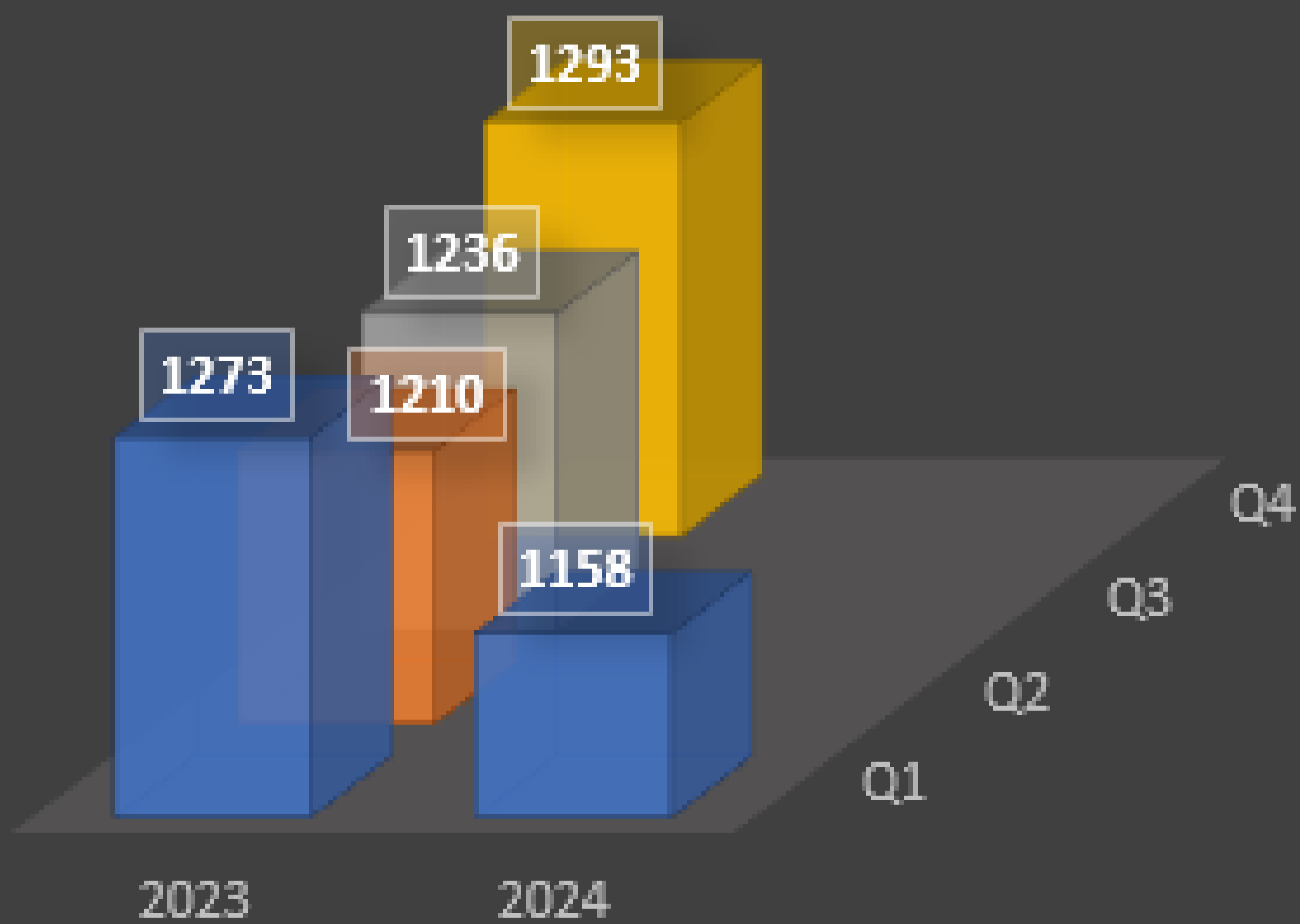
Transport
Destinations

Total Transports
in Q1 2024
1158



TOTAL TRANSPORTS BY QUARTER

■ Q1 ■ Q2 ■ Q3 ■ Q4



Serving Our Communities With Compassion
Integrity - Innovation - Pride - Professionalism - Ownership

Appendix to Exhibit A

2024 Q1 PowerPoint Presentation

North County
Regional Fire
Authority



2024 Q1
DEPLOYMENT
& OPERATIONS
STANDARDS
REVIEW

Deputy Chief
Operations
Dave Kra ski

NORTH COUNTY
REGIONAL FIRE
AUTHORITY

Overview



Currently

- We staff 5 stations 24/7/365 .
- Station 96 (in the Freeborn area by the new Training Center) is not staffed consistently . Plans to staff it later this year .
- Station 92 (in the Grandview area) is not operational and used for storage only .

Operationally

- We have 84 members in IAFF Local # 3438 as of 4/30/2024 . 27 per shift, plus support positions .
- We utilize a cadre of part-time members, averaging approximately 30.

Incident Count vs. Unit Dispatches

Unit dispatches and call volume are two different metrics used in fire department operations to measure different aspects of their workload and activity.



Unit Dispatches

This counts how many times a unit is dispatched to a call. If more than one unit is dispatched to the same call, each unit's dispatch counts separately.

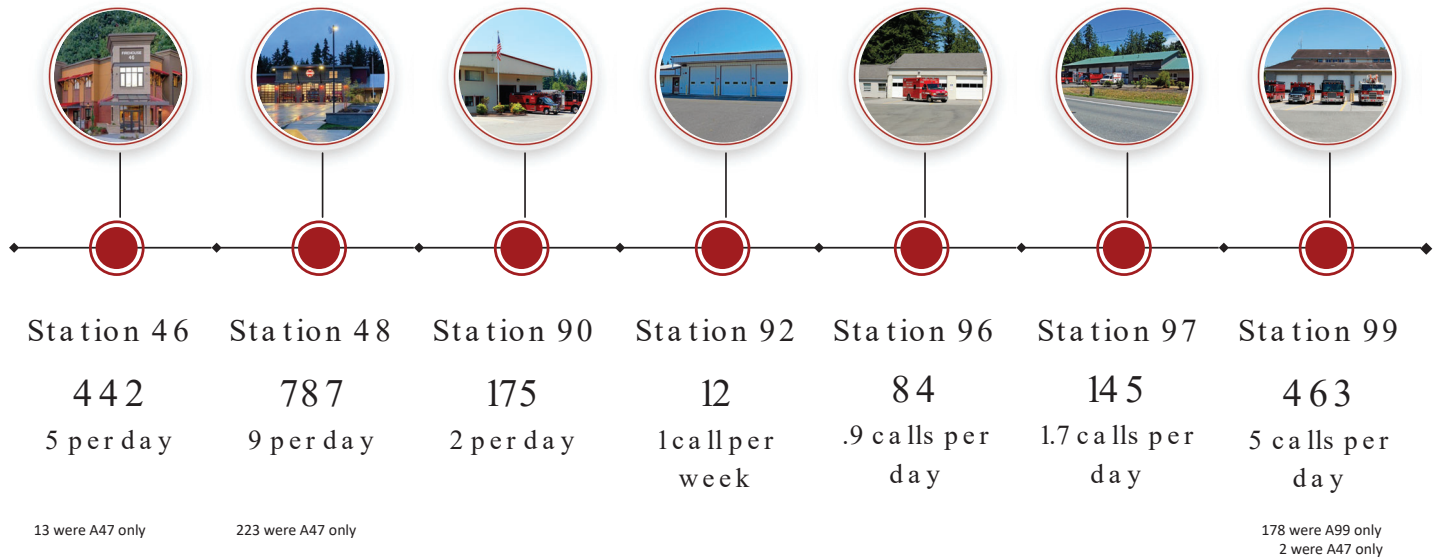


Call Volume (Incident Count)

This measures the number of different incidents (calls) that require at least one unit to be sent out. It doesn't matter if several units go to the same event; it's still counted as just one incident.

Call Volume (Incident Count) by Station Area, (3 months), Population drives call volume!

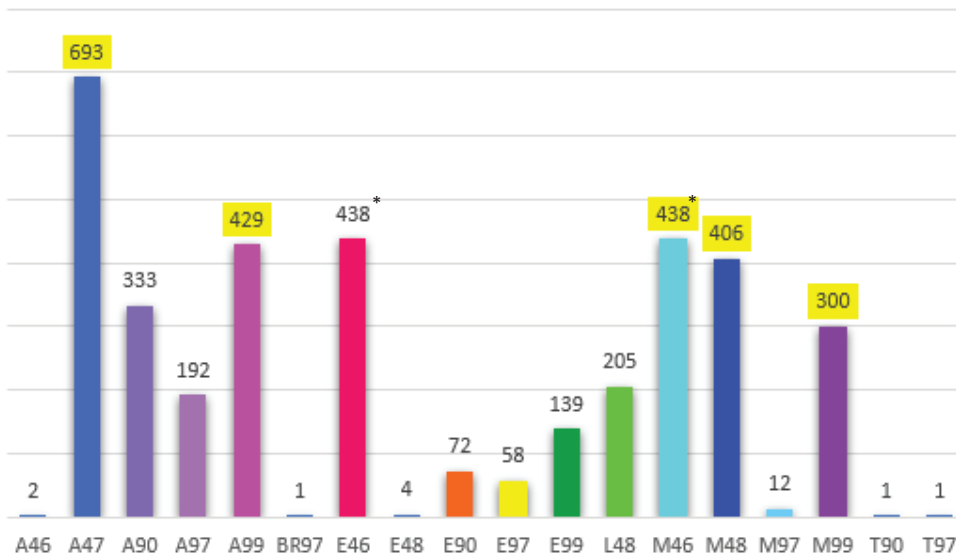
Calls are within a Station's Primary Response Area



Dispatch Volume by Unit

note, not all dispatches are in their respective areas (previous slide)

Dispatches does not equal Calls! Dispatches are the number of times a unit is dispatched (requested to respond) to a call. Calls are individual incidents that may have 1 unit dispatched or multiple units dispatched to the same call. Because of this, there will always be more unit dispatches than the number of calls. It is very easy to confuse the two.



	FD19	FD21	FD25	Mutual Aid
A47		3		44
A90	4	2	1	2
A97	1			17
A99	1			9
E46	1	8		5
E48	1			
E90	1	2		5
E97	5			12
E99	2			3
L48	3			29
M46	3	50	3	14
M48	18			40
M97				4
M99	10			10
T90	1			
T97		1		

This chart shows how many times a unit was dispatched to a call

Note: Many times multiple units respond on the same call.

* See next page for more details on E46/M46

Unit Dispatches		
E46		438
M46		438

# Dispatched together of those did not arrive together		
M46		43
E46		93
		102

# arrived onscene		
E46		288
M46		339

All Dispatches	
UnitNumber	E46
Row Labels	Count of
BLS1 Response	109
BLS2 Response	32
BLS3 Response	22
Carbon Monoxide Alarm	2
Carbon Monoxide Alarm Medic Criteria	1
Fire Alarm Commercial	27
Fire Alarm Residential	3
Fire Alarm Sprinkler Waterflow	13
Fire Commercial Confirmed	1
Fire Commercial Response	2
Fire Residential Confirmed	2
Fire Residential Full Response	4
Fire Single Engine Response	10
Fire Type Unknown	1
Gas Leak Inside Structure	2
Gas Leak Outside Structure	1
Generic Fire Call	1
HAZMAT	1
MED1 Response	59
MED2 Response	20
MED3 Response	53
Motor Vehicle Collision	5
Motor Vehicle Collision Non Code Response	6
Motor Vehicle Collision Pedestrian/Bike Medic	2
Service Call	46
Technical Rescue - High/Low Angle	1
Upgraded Assault with Weapons Response	2
Upgraded Medic Response	10
Grand Total	438

All Dispatches	
UnitNumber	M46
Row Labels	Count of
BLS1 Response	61
BLS2 Response	42
BLS3 Response	24
Carbon Monoxide Alarm	1
Fire Alarm Commercial	1
Fire Commercial Confirmed	1
Fire Commercial Response	1
Fire Residential Confirmed	3
Fire Residential Full Response	3
MED1 Response	142
MED2 Response	74
MED3 Response	45
Motor Vehicle Collision	4
Motor Vehicle Collision Medic	6
Motor Vehicle Collision Non Code Response	2
Motor Vehicle Collision Pedestrian/Bike Medic	1
Service Call	8
Upgraded Assault with Weapons Response	1
Upgraded Medic Response	18
Grand Total	438

Call Types E46 & M46 were both dispatched to	
UnitNumber	(All)
Row Labels	Count of
BLS1 Response	45
BLS2 Response	18
BLS3 Response	12
Fire Commercial Confirmed	1
Fire Commercial Response	1
Fire Residential Confirmed	1
Fire Residential Full Response	2
MED1 Response	51
MED2 Response	18
MED3 Response	26
Motor Vehicle Collision	2
Motor Vehicle Collision Pedestrian/Bike Medic	1
Service Call	8
Upgraded Assault with Weapons Response	1
Upgraded Medic Response	8
Grand Total	195

On the previous page, E46 and M46 each had the same number of unit dispatches. This does not mean that they each had that many calls. They both were dispatched together 195 times. The charts above show how many times they were dispatched to different call types.



Move - Ups

What is that? Where is the next call likely to occur?

?

What does that mean?

It is a temporary relocation of an emergency response vehicle. They move-up apparatus(s) to another (busier) station to cover their calls when that station is unavailable.

Sta
90

Station 90 moved up to Station 46

They moved up 12 times since January 31. There were 0 calls in their home area during their move up. There were 7 calls in the move up area and they spent a total of 18 hours on the move up.

Sta
97

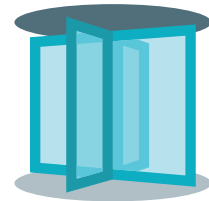
Station 97 moved up to Station 99

They moved up 46 times since January 31. There were 13 calls in their home area during their move up. There were 10 calls in the move up area and they spent a total of 87 hours on the move up.

Why?

Example of why a station would move up
The other station is busy and does not have any apparatus available to respond on new calls.

Part Time Staffing



Why is there such a high turn over with our Part Time members?

Most (almost all) PTE's are aspiring to FTE positions. The rate of hiring in the Puget Sound area has a direct impact on our PTE program. It's a double edge sword, we are happy for them and frustrated. Currently our numbers are at a 3-year high.

Current

- 32 Part Time Members

Hires

- 7 new hires in Q1, 4 more started on 5/2

Separations

- 5 left for FT positions with other agencies
- 2 were hired FT with us.

Cross Staff Comparison

Why are some units cross staffed?



What is Cross-Staffing

Cross-staffing means a crew “jumps” between two or more units based on the type of call.



Minimum Staffing

Vacations, Kelly Days, & Sick Leave, effect minimum staffing levels of 16. When this occurs, we are unable to have dedicated units at some or all stations.



Other Factors

FMLA, PFMLA, Washington State is generous on employee leave laws.



North County
Regional Fire
Authority

Station 46 - 137 W MacLeod,
Arlington

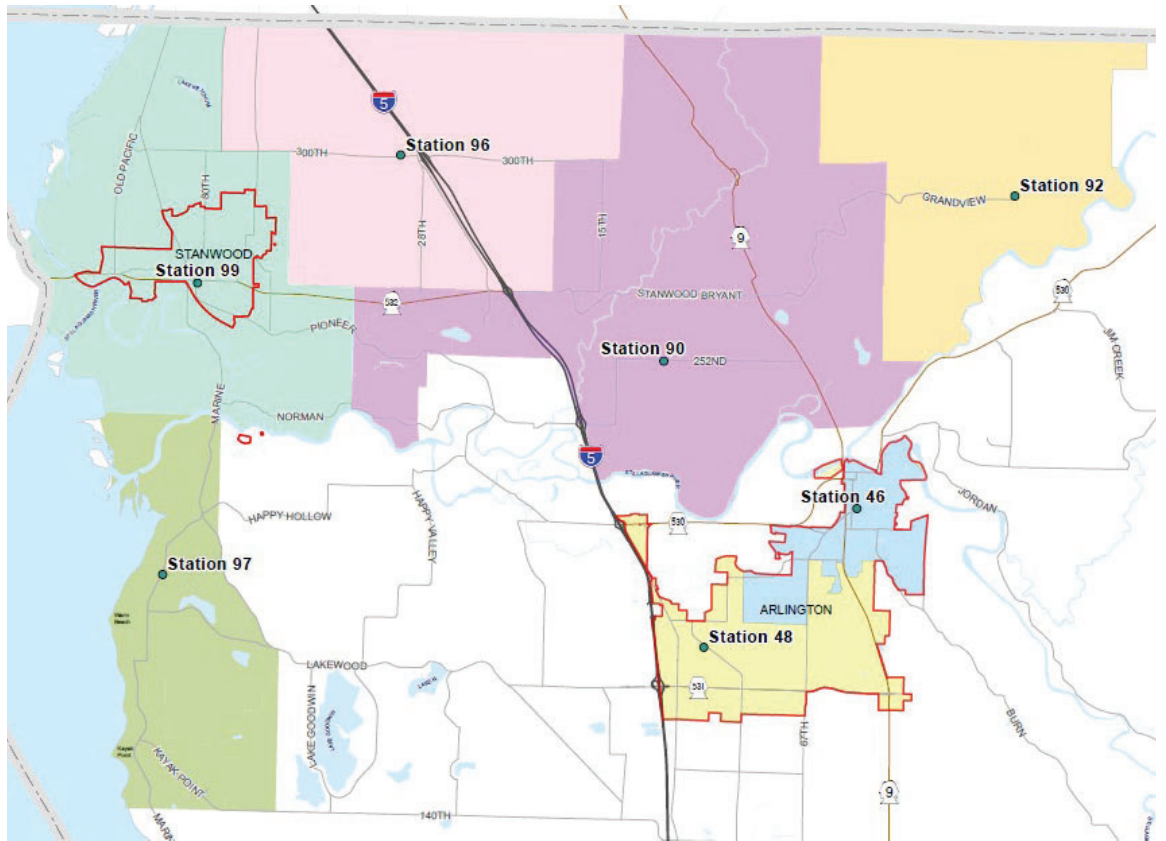
Station 48 - 4228 Airport Blvd
Arlington

Station 90 - 3002 252nd St NE
Arlington

Station 96 - 3231 300th St NW
Stanwood

Station 97 - 19727 Marine Dr
Stanwood

Station 99 - 8117 267th St NW
Stanwood



Before the Merger

Q1- 2021

- E46/M46 were dedicated units. 5 FTE's at Station 46

Post Merger

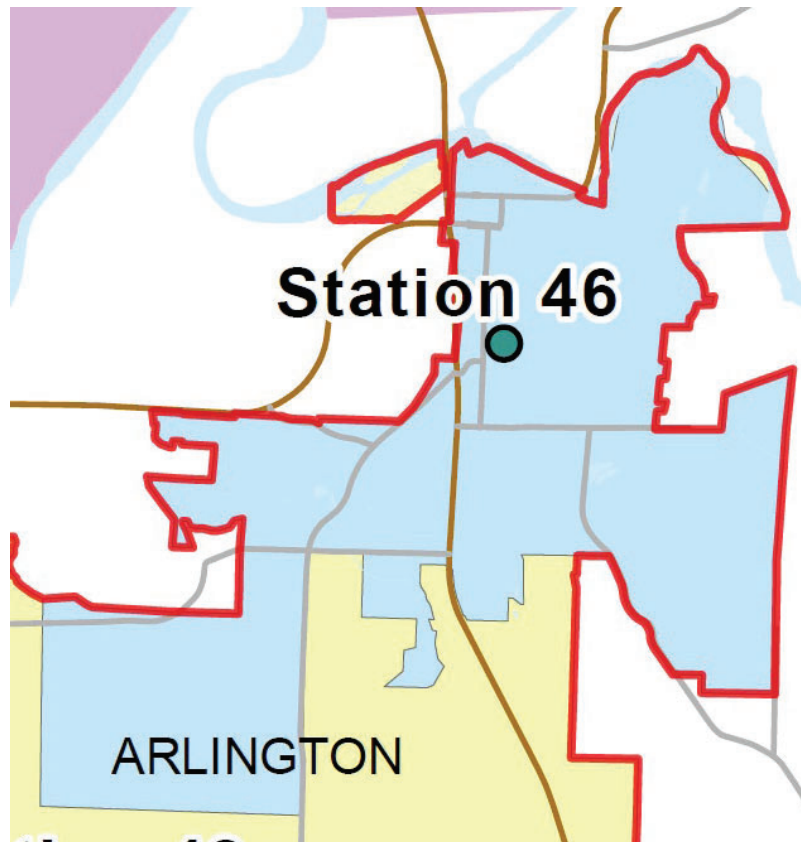
Q1- 2022

- E46/M46 were cross staffed 66 days. They were dedicated units 24 days

Q1- 2024

- E46/M46 were cross staffed 43 days. They were dedicated units 48 times.

Trending Upwards with Additional Staffing



Before the Merger

Q1- 2022

- L48/M48 were cross staffed. 3 FTE at Station 48.
- A47 was at Station 47 and had 2 dedicated part time personnel

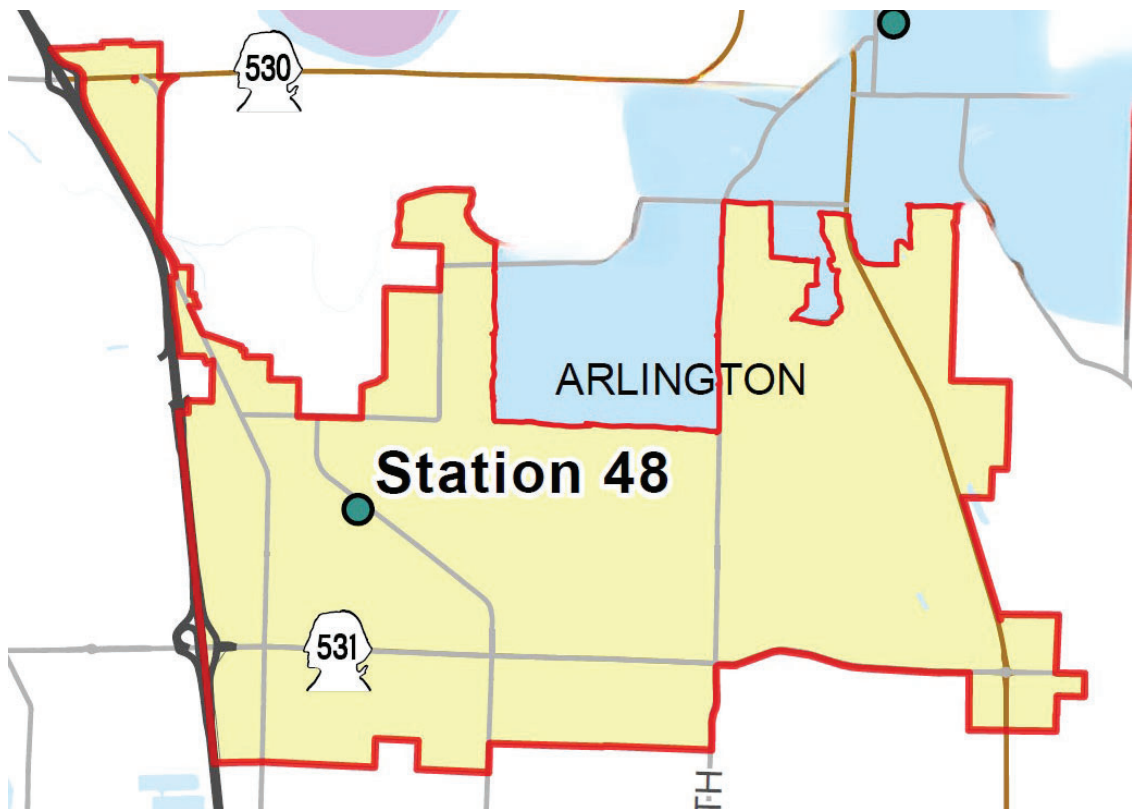
Post Merger

Q1- 2022

- L48/M48 were cross staffed.
- A47 is now at Station 48 and has dedicated part time and sometimes full time personnel.

Q1- 2024

- L48/M48 were cross staffed 80 times and dedicated 11.
- A47 is a dedicated unit.



Before the Merger
Q1- 2021

- E90/A90 cross staffed. 2 FTE's and 1 PTE.

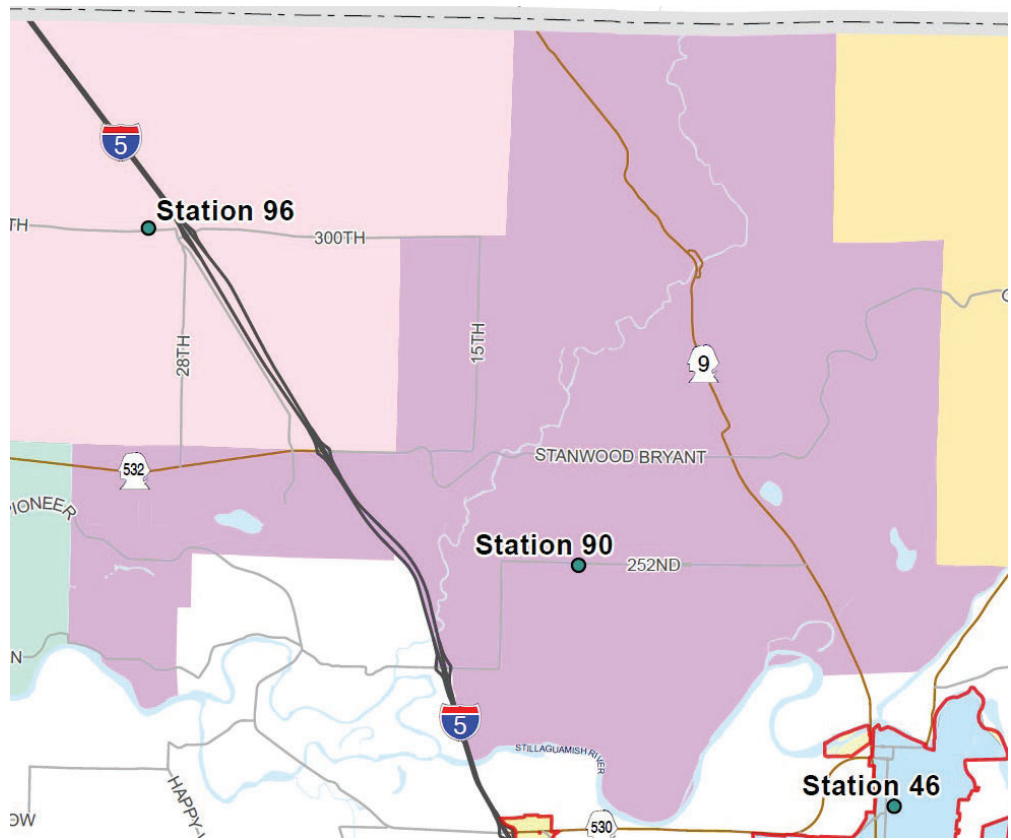
Post Merger
Q1- 2022

- E90/A90 cross staffed with 3 FTE's

Q1- 2024

- E90/A90 cross staffed, 3 FTE's.

Note – 3 FTE now
at Station # 90



Before the Merger

Q1- 2021

- Station 96 browned out 56 times. Staffed 34 times by 2 PTE's

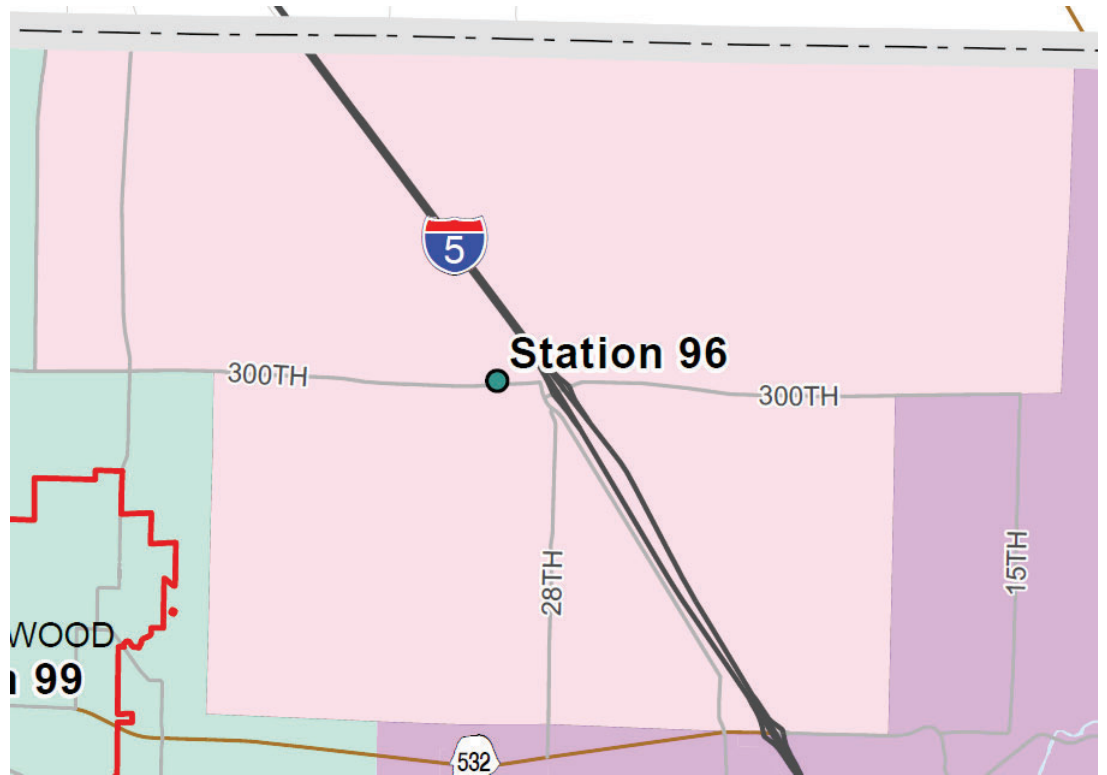
Post Merger

Q1- 2022

- Station 96 browned out 74 times. Staffed 16 times by 2 PTE's

Q1- 2024

- Station 96 has not been staffed in 2024



Before the Merger

Q1- 2021

- E97/A97/M97/T97/BR97
cross staffed. 2 or 3 FTE's
& 1 PTE

Post Merger

Q1- 2022

- E97/ A97/ M97/ T97/ BR97
cross staffed. 3 FTE's

Q1- 2024

- E97/ A97/ M97/ T97/ BR97
cross staffed. 3 FTE's

Additional FTE committed to
Station # 97 in the current CBA,
reducing FTEs from Station 46.



Before the Merger

Q1- 2021

- E99/M99 cross staffed, 2 or 3 FTE's & occasionally 1 PTE
- A99 dedicated usually with 2 PTE's

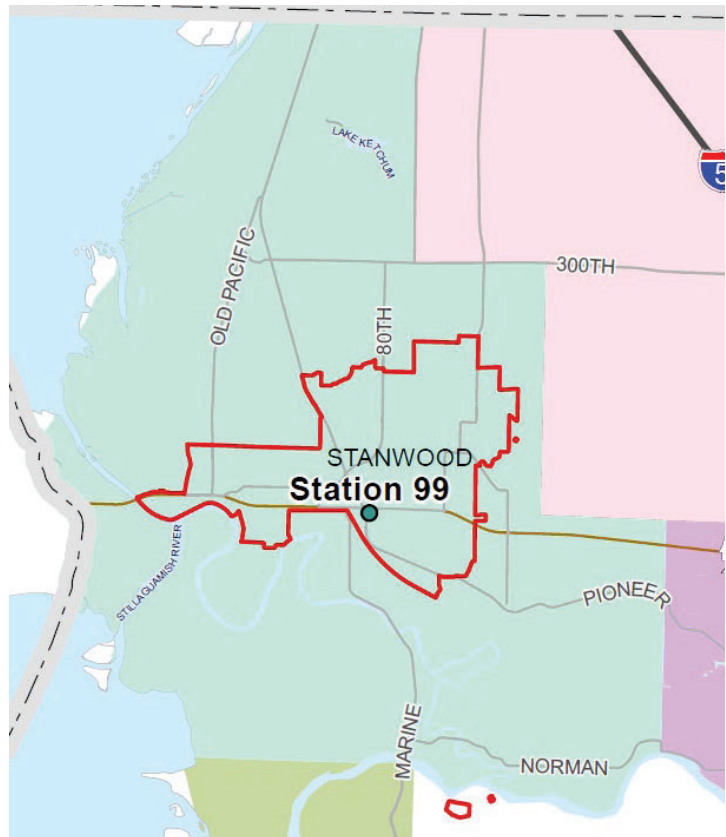
Post Merger

Q1- 2022

- E99/M99 cross staffed 75 times, dedicated 15 times with 2 or 3 FTE's and occasionally 1 PTE
- A99 dedicated usually with PTE's

Q1- 2024

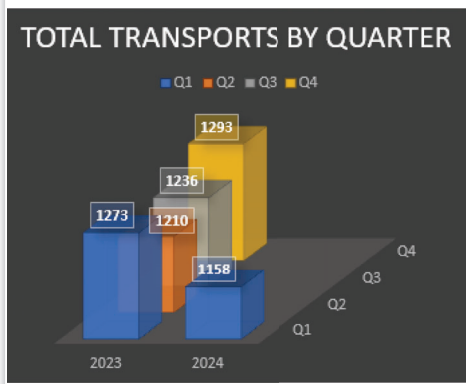
- E99/M99 cross staffed 69 times, dedicated 22 times with 2 or 3 FTE's and occasionally 1 PTE
- A99 dedicated usually with PTE's and occasionally 1 FTE & 1 PTE



EMS Runs & Transports

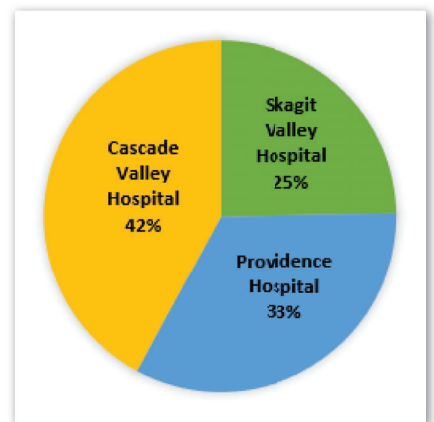


Number of EMS Calls



Number of Transports

We are seeing a trend with a decrease in transports



Transport Destinations

Reaction Times (Turn Out Times)

- Turn out times are from when the unit is dispatched to the call to when the unit goes enroute .
- The 90th percentile is the value where 90% of all measurements are under it and 10% of measurements are over it.
- The average is calculated by add these measurements together, and then dividing it by the number of measurements . One important and slightly confusing thing about the average measurement is: it doesn't exist!
 - What does that mean? Consider the following measurements: 2, 3, 5, 7. The average of these measurements is $(2+3+5+7)/4=4.25$. But none of these measurements have a value of 4.25! This is why you might hear people say things like “the average person doesn't exist”.)



NCRFA REACTION TIME STATISTICS - FIRE & EMS

90%



Q1 JAN-MAR 2024	A SHIFT	B SHIFT	C SHIFT
STATION 46	2:47	2:20	2:47
STATION 48	2:22	2:12	2:25
STATION 90	2:51	2:00	2:05
STATION 97	2:29	2:27	2:47
STATION 99	2:55	2:33	2:49

This is from the time of call notification to the time of enroute. The adopted standard of cover goal is 2 minutes 90% of the time. Priority 1F-4F for EMS and 1-3 for Fire

NCRFA REACTION TIME STATISTICS - FIRE & EMS AVERAGE



Q1 JAN-MAR 2024	A SHIFT	B SHIFT	C SHIFT
STATION 46	1:29	1:05	1:30
STATION 48	1:18	1:13	1:09
STATION 90	1:29	1:05	0:59
STATION 97	1:11	1:21	1:22
STATION 99	1:34	1:18	1:36

This is from the time of call notification to the time of enroute. The adopted standard of cover goal is 2 minutes 90% of the time. Priority 1F-4F for EMS and 1-3 for Fire

North County
Regional Fire
Authority



THANK YOU
FOR YOUR TIME

 northcountyfireems.com

EXHIBIT B

ILA for Emergency Medical Services
(FD 25)

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This Agreement is entered into between NORTH COUNTY REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 25, hereafter referred to as "District."

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 conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The purpose of this Agreement is to replace all prior agreements between the parties and to further define the terms under which the RFA will provide advanced life support services (ALS) to the District.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. DEFINITIONS.

1.1. The following terms, when used in this agreement, shall be defined as follows:

- (a) "RFA" shall mean North Regional Fire Authority.
- (b) "District" shall mean Snohomish County Fire Protection District No. 25.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
- (d) "Material Breach" shall be defined as either:
 - (i) The RFA's failure to provide Services at the Level specified in Section 3;
 - (ii) The District's failure to pay the contract payments specified in **EXHIBIT A** or
 - (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

2. TERM, RENEWALS AND TERMINATION.

- 2.1. Term.** Except as provided in Section 2.3, this agreement shall be effective on January 1, 2023 "Commencement Date" and shall terminate on December 31, 2024 unless earlier terminated in accordance with Section 2.2.

2.2. Termination For Material Breach. Either party 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 party shall provide the breaching party 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.
- (d) In the event of a Material Breach of this Agreement that has not been cured by the expiration of the Cure Period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for 12 months after the expiration of the Cure Period (the “Wind Up Period”); provided, however, that the Wind Up Period shall be 6 months if the Material Breach involves the District’s failure to make the Contract Payment or the RFA’s failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the RFA is providing all services as defined in Section 3, the District will be responsible for all payments required herein until the conclusion of the Wind Up Period. If the District is providing all payments as defined in Exhibit A the RFA will be responsible for providing all services required in Section 3 until the conclusion of the Wind Up Period.

3. SERVICES PERFORMED BY THE RFA FOR THE DISTRICT

3.1. Emergency Medical Services. The RFA shall furnish emergency medical 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. The RFA shall provide the District with written notice of any temporary changes that exceeds 72 hours in duration. Subject to the staffing requirements set forth in **Exhibit A**, the RFA shall provide the District with 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.

3.2. District Option. The District may establish run cards that allow the closest unit to respond to emergencies within the District. This option applies only to updates of run cards for units responding from the eastern, Darrington border to the District. If the District issues run cards for the dispatch of the closest unit from any other areas outside the District, the Standard Deviation Methodology for determining the 2024 Contract

Sum, as outlined in Exhibit A, will not apply. Instead, the 2024 Contract Sum will be calculated based on the CPI Sum stated in Exhibit A.

4. PAYMENT FOR SERVICES.

- 4.1. **Payment Procedures.** For the services provided pursuant to this Agreement, the District shall pay the RFA the amounts determined under **EXHIBIT A**. The District agrees to pay the costs of this level of service in two equal semi-annual payments made in May and November adjusted as necessary pursuant to **Exhibit A**. The contract sum for 2023 shall be established as \$60,668 and shall not be subject to deductions.
- 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 carry 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 Chiefs of each agency. The Committee shall meet on a regular basis as determined 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 the Exhibits to this Agreement.
- 5.2. **Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the District Commission regarding the services provided under this Agreement on or before July 1 of each year.
- 5.3. **Financial Reporting Obligations.** The RFA shall provide the District with a copy of its estimate of the cost of this Agreement based on **EXHIBIT A** to the District Board Secretary at the same time it is presented to the RFA Governing Board (estimated to be in the first two weeks of October each preceding year).

6. INDEMNIFICATION AND HOLD HARMLESS.

- 6.1. Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages,

including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.

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 recognize and agree that the RFA and the District are independent governments. Except for the specific terms 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 undertaking 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.

9. DISPUTE RESOLUTION.

- 9.1.** Prior to any other action, the respective Fire Chiefs of each agency shall meet and attempt to negotiate a resolution to any and all disputes.
- 9.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's 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 Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a

disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's 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 regarding 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 amount 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 owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.
- 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 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.
- 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 further 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 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.
- 10.7. 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. All of the Exhibits are hereby made part 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 party.

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 Agreement is entered into for the benefit of the parties 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 parties below execute this Agreement, which shall become effective on January 1, 2023.

RFA:

DISTRICT:

North County Regional Fire Authority:

Snohomish County Fire Protection:
District No. 25

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Attn: Fire Chief

Attn: Board Chairperson

APPROVED AS TO FORM:

Attorney for RFA

APPROVED AS TO FORM:



District Attorney

EXHIBIT A COSTS FOR SERVICES RENDERED

A. Definitions

- a. "Prior Sum" shall mean the contract sum in the first year of the Agreement and the Fee from the prior contract year in each subsequent year of the Agreement.
- b. "Call" shall mean an EMS response in a contract year by which NCRFA apparatus is dispatched to an ALS incident within the boundaries of the District and said apparatus actually departs from NCRFA facilities. Recognizing that the NCRFA is available to respond to ALS calls within the boundaries of the District, the District agrees that Calls cancelled by the District or downgraded shall be deemed "Calls" for purposes of establishing the Standard Deviation Methodology set forth herein. The NCRFA shall calculate and arrive at Call numbers utilizing the CAD Data Extract from Sno911 as follows:

1. Select FDID - 31D30 (NCRFA):

- The process starts by selecting the Fire Department Identification (FDID) number 31D30, which represents NCRFA. This step filters the data to include only those calls that involve NCRFA.

2. Identify Jurisdiction in CallGEOFIDD:

- Within the CallGEOFIDD (Geographical Identifier for Fire Department), further filter the data by identifying the FDID corresponding to the jurisdiction of the emergency call. This step ensures that the analysis is focused on calls within these specific jurisdiction, here being District 25.

3. Filter by Unit Type:

- Narrow down the dataset further by selecting entries based on the unit type, specifically focusing on Aid or Medic units. This step isolates the calls that are relevant to the types of units (Aid or Medic) that are typically involved in emergency responses.

4. Specify BLS or ALS Type Codes:

- In the column labeled 'InitialCallType', specify the desired Basic Life Support (BLS) or Advanced Life Support (ALS) type codes. This categorizes the calls based

on the level of medical care required, distinguishing between basic and advanced support.

- Type codes are developed and subject to change by Sno911, but will always use the National Fire Incident Record System (NFIRS) for definition of ALS or BLS for any EMS (Emergency Medical Services) type codes

5. Ensure Data Integrity:

- To maintain data integrity, exclude any entries that have null values in the 'EnrouteDateTime' column. This means removing any records that do not have a specified time when the unit started en route to the emergency. This step is crucial to ensure that the data analyzed represents actual dispatched responses where units were deployed.

6. Resulting Dataset:

- The final step results in a dataset that lists all unit dispatches to the specified jurisdictions involving NCRFA's Aid or Medic units, categorized by BLS or ALS calls, and ensuring that only complete records are considered.

The above methodology for establishing Call numbers is not subject to challenge or the dispute resolution provisions of the Agreement.

- c. “Mean” is defined as the number of Calls in the prior contract year.
- d. “Standard Deviation” shall be defined as 10% above or below the Mean. For example, a Call increase of 8% shall not constitute a Standard Deviation, but a Call increase of 11% shall constitute a Standard Deviation.
- e. “Adjustment” shall mean a percentage increase or decrease in the CPI Sum based upon a Standard Deviation.
- f. “CPI Sum” shall mean the Prior Sum adjusted by the Consumer Price Index for Seattle-Tacoma-Bellevue, from June to June of the prior contract year.
- g. “Fee” shall be the CPI Sum plus any increase arising out of a Standard Deviation.
- h. “EMS Revenue” shall mean that amount the District collects pursuant to a lawful EMS levy made pursuant to RCW 84.52.069 for the contract year in question, e.g. for contract year 2024, “EMS Revenue” would be the EMS levy collected by the District in 2024.

B. Costing Methodology

- a. For contract year 2023, the Parties agree that the contract sum shall be set at Sixty-Thousand Six Hundred Eighty-Eight Dollars (\$60,668). For purposes of calculating the contract fee for 2024, \$60,668 shall also be deemed the Prior Sum.
- b. For contract year 2024 and each contract year thereafter, the contract sum shall be subject to adjustment based on the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, June to June, and said sum shall be deemed the “CPI Sum.” Additionally, the CPI Sum shall be subject to the Standard Deviation Methodology as described herein.
- c. Standard Deviation Methodology. At the beginning of each contract year, the NCRFA shall establish the Mean. Payments of the Prior Sum shall be made in two equal amounts derived from the Prior Sum. Thereafter, an Adjustment shall occur in March of the following contract year. The Adjustment shall be made as follows: The NCRFA shall establish the number of Calls from the prior year to determine whether a Standard Deviation exists. The NCRFA shall promptly inform the District of a Standard Deviation and revise the Fee accordingly, in which case the Fee may increase or decrease. After the Adjustment, the District shall be invoiced no later than March 31 of the Adjustment Year, to remit the remainder of the Fee or receive a payment from the NCRFA. A refund shall occur when the Fee falls below the Prior Sum. Said additional payment by the District or refund by the NCRFA shall be made from one month of the date of invoice, or accrue 9% per annum for late payment. See the Appendix hereto for examples of the administration of the Standard Deviation Methodology.

C. One-Year Trial Period: Cost Threshold. For contract year 2024 only, in no event shall the Fee exceed 90% of the District’s EMS Revenue. In 2024, the District shall pay the lesser of 90% of its EMS Revenue or the Fee. See “EMS Revenue Cap Examples” in the Appendix to this Exhibit for examples as to the impact of the Cost Threshold. This Section C shall expire at the conclusion of the 2024 contract year.

APPENDIX TO EXHIBIT A

Example: Administration of Contract for the Year 2024

1. Setting the Prior Sum (For 2024):

- The Prior Sum for 2024 is the contract sum from the first year of the Agreement (2023), which is \$60,668

•

2. Calculating the CPI Sum (For 2024):

- Assume the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue from June to June increases by 3%.
- The CPI Sum for 2024 is calculated as: $\$60,668 * (1 + 0.03) = \$62,487.84$.

3. Establishing the Mean (For 2024):

- The Mean is the number of Calls in 2023. Assume NCRFA responded to 50 Calls in 2023.

4. Calculating Standard Deviation Threshold:

- The Standard Deviation is defined as 10% above or below the Mean.
- For 50 Calls, the Standard Deviation thresholds would be:
 - Upper Threshold: $50 * 1.10 = 55$ Calls
 - Lower Threshold: $50 * 0.90 = 45$ Calls

5. Payment Schedule:

- Payments are made in two equal amounts based on the Prior Sum. So, two payments of \$30,334 each would be made during 2024.

6. Adjustment in March of the Following Year (2025):

- In March 2025, NCRFA calculates the Calls from 2024. Assume there were 58 Calls.
- Since 58 Calls exceed the upper threshold of 55, a Standard Deviation exists.

7. Calculation of Fee (Adjustment):

- If the number of Calls (58) exceeds the Upper Threshold, the Fee would be adjusted accordingly.
- Assume that the 58 Calls represent a 16% increase from the Mean (50 Calls).
- The new Fee is calculated as: $\$62,487.84 * (1 + 0.16) = \$72,486.09$

8. Invoicing and Final Payment (Fee – CPI Sum):

- The District is then invoiced no later than March 31, 2025, for the remainder of the Fee owed.

- The remainder to be paid is $\$72,486.09 - \$60,668$ (already paid in two installments of $\$30,334$) = $\$11,818.09$
 - Alternatively, if the Fee had decreased below the Prior Sum, the NCRFA would owe the District a refund.
 - Again, if there is no Standard Deviation, contract cost would be $\$62,487.84$ (CPI Sum)
-

90% EMS Revenue Cap Examples (2024 contract year only):

Example 1 (90% of EMS Revenue Exceeds Fee):

- Assume SCFD25's EMS Revenue for 2024 is $\$85,000$.
- 90% of EMS Revenue: $\$85,000 * 0.90 = \$76,500$.
- Since $\$76,500$ (90% cap) is greater than the Fee of $\$72,486.09$, the Fee remains at $\$72,486.09$.
- The District would pay the total Fee of $\$72,486.09$.

Example 2 (90% of EMS Revenue Falls Below Fee):

- Assume SCFD25's EMS Revenue for 2024 is $\$75,000$
- 90% of EMS Revenue: $\$75,000 * 0.90 = \$67,500$.
- Since $\$67,500$ (90% cap) is less than the Fee of $\$72,486.09$, the Fee is reduced to $\$67,500$.
- The District would pay the reduced Fee of $\$67,500$.

These examples show how the final Fee can be impacted by the 90% cap based on the District's EMS Revenue, ensuring that the contract cost remains proportionate to the District's financial capabilities.

EXHIBIT C

Resolution 05082024-01

NORTH SNOHOMISH COUNTY REGIONAL FIRE AUTHORITY

RESOLUTION No. 05082024-01

A RESOLUTION PROCLAIMING MAY 19-25, 2024, EMERGENCY MEDICAL SERVICES (“EMS”) WEEK; and
WEDNESDAY, MAY 22, 2024 AS EMERGENCY MEDICAL SERVICES FOR CHILDREN (“EMSC”) DAY

WHEREAS, North Snohomish County Regional Fire Authority (the “RFA”) is committed to ensuring the safety and wellbeing of all its members;

WHEREAS, EMS is a vital public service;

WHEREAS, the RFA’s EMS employees are ready to provide lifesaving care to those in need twenty-four (24) hours a day, seven (7) days a week;

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury;

WHEREAS, the members of the RFA’s EMS staff engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the RFA recognizes the value and accomplishments of its EMS employees by joining in National EMS Week and declaring an EMS Week in the RFA.

WHEREAS, millions of children receive emergency medical care each year due to illness or injury; and

WHEREAS, the needs of children are different than the needs of adults in medical emergencies; and

WHEREAS, the goal of Emergency Medical Services for Children is to help states and communities prepare for an emergency involving a child by helping emergency medical services (EMS) agencies, and emergency departments, become pediatric ready; and

WHEREAS, the Emergency Medical Services for Children celebrates its 40th year of supporting improvement science to drive transformation of emergency care systems, including the prehospital setting; and

WHEREAS, Emergency Medical Services for Children relies on its established partnership within the EMS community, as well as multidisciplinary teams of providers across the emergency care continuum, to help states and communities reduce child and youth disability and death due to severe illness or injury; and

WHEREAS, Emergency Medical Services for Children, the hundreds of thousands of prehospital and hospital-based clinicians it serves, the professional organizations and federal agencies with which it

partners, and the patients and families it engages, are committed to collaborating to ensure high-quality emergency care for children; and

WHEREAS, it is proper and timely to bring recognition to the value and accomplishments of Emergency Medical Services for Children and the dedicated personnel who work tirelessly to improve the delivery of pediatric care both within the RFA and across emergency care systems...

NOW, THEREFORE, BE IT HEREBY RESOLVED, as follows:

1.The RFA proclaims that May 19-25, 2023, is EMS Week and Wednesday, May 22, 2024 is Emergency Medical Services for Children Day throughout the service area of the RFA.

2.The Board of Commissioners urges members of the community to learn about and promote EMS Week and celebrate the service of the RFA’s EMS employees during EMS Week.

ADOPTED at a regular meeting of the Governing Board of North Snohomish County Regional Fire Authority on May 08, 2024, the following commissioners being present and voting.

NORTH SNOHOMISH COUNTY REGIONAL FIRE AUTHORITY

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Kari Wheeler, Board Secretary

EXHIBIT D

Chief's Report



NORTH COUNTY REGIONAL FIRE AUTHORITY

DATE: May 7, 2024

TO: Fire Commissioners

FROM: John C. Cermak, Fire Chief

SUBJECT: **APRIL 24-MAY 7, 2024: COMMISSION UPDATE**

- I attended a quarterly State JATC meeting in Federal Way. The committee is seeking to ask the legislators to increase funding for firefighter training. The Snohomish County Fire Chief's Association is providing a letter to the Washington State Fire Chief's Association asking them to place emphasis on new funding for the ongoing growth and importance for training our firefighters to the highest level possible.
- I attended Stanwood and Arlington City Council meetings, Stanwood City Staff and Public Safety meetings. Stanwood is identifying whether the community wants to ban fireworks partially or wholly.
- An ambulance "Push-In" Ceremony occurred for M46. Thank you to the commissioners and Arlington Mayor that attended.
- Comm. Schreiber and I attended the Sno-Isle Commissioner's meeting in Sultan for their first in person hybrid meeting. I told them NCRFA would be willing to host the September meeting at the training center and challenged them to a chili cook off and offered a tour of the training center.
- Chief Kraski and I attended the Snohomish County Fire Chief's Association meeting at Sno 4 Headquarters.
- Staff spent significant time working on negotiations for a new CBA.
- I worked on Fire District ILAs and the legal action associated with FD 21.