

Eastside Fire & Rescue

Proudly Serving Issaquah, North Bend, Sammamish and Fire Districts 38 & 10, which includes Carnation

September 27, 2021

Northshore Fire Department Board of Commissioners C/O Amy Oakley, Board Secretary 7220 NE 181st Street Kenmore, WA 98028

Commissioners,

Please find attached Eastside Fire & Rescue's (EF&R) response to the questions the Board developed and were sent to us via email on September 20, 2021.

I look forward to further discussions on these, or any other, questions you may have at the October 5, 2021 Board meeting.

Please feel free to reach out to me if you would like any further explanation.

Sincerely

Jeff Clark

Fire Chief, Eastside Fire & Rescue

jclark@esf-r.org (c)480.748.3764

QUESTIONS FOR BOTH CHIEFS:

- 1. What will happen to the credit from the North King County Training Consortium? The credit goes to Northshore. Northshore facilities are Northshore facilities. While EF&R will have exclusive access to, and control of the property during the agreement, Northshore remains the owner and financial terms will still go to Northshore. In this case, the lease amount of \$38,400 should be paid to Northshore and show up in your budget as Revenue.
- 2. Do we have a say in the span of control for Battalion Chiefs between 5-10 stations? Managing span of control is within the Fire Chief's roles and responsibilities. As your Fire Chief, I will make you aware of anything that impacts the resources dedicated to serve this contract. Regarding the Battalion Chief Span of Control, I cannot foresee it going above 5 unless another agency from the North end were to join EF&R. If that were to happen, I would continue to recommend Option 1 Sharing of BC services with Woodinville, in which the Northshore Board of Commissioners would be at the table to discuss.
- 3. How can NSFD change the level of service? As long as you are in a contractual relationship with EF&R you can change level of service by simply consulting with the Fire Chief and providing him the direction you desire. The Fire Chief will then be responsible for costing out the change in service level and negotiating the amendment to the contract for the level of service change.

Under the EF&R proposed contract, Northshore remains an independent political entity. Amending the service level is within your purview and managing the operations and executing the delivery of service would be EF&R's responsibility.

4. Over the past 3-5 years, what has been your escalator cost for operations, equipment, and capital facilities?

Equipment Replacement and Capital Facilities built up sizable reserves. These coupled with End Fund Balance savings, are utilized to adequately fund the plans and control partner costs. As a result, the last three years the partners have not had to contribute additional dollars to either fund.

Annual Averages										
								Capital & Facilities		
					Equipment Plan			Maintenance Plan		
	Operating Budget		%		Contributions	%		Contributions	%	
2017	\$	25,687,090.00	5.89%	\$	1,047,486.00	-15.50%	\$	178,575.00	-6.32%	
2018	\$	27,082,831.00	5.43%	\$	915,783.00	-12.57%	\$	283,551.00	58.79%	
2019	\$	28,517,841.00	5.30%	\$	914,945.00	-0.09%	\$	289,222.00	2.00%	
2020	\$	31,126,956.00	9.15%	\$	-	0.00%	\$	-	0.00%	
2021	\$	31,390,334.00	0.85%	\$	-	0.00%	\$	-	0.00%	
2022	\$	32,485,240.00	3.49%	\$	-	0.00%	\$	-	0.00%	
Annual Average:			5.02%			-4.69%			9.08%	

5. Can we retain maintenance services with NUD?

Yes. As long as NUD meets the published EF&R service standard and is agreeable to coordinate with EF&R's Fire Chief to facilitate the services. This is something that would have to be in place at the onset of the contract. If EF&R were to take this work initially

and then try to change it to NUD mid contract there would likely be costly labor negotiation issues to consider.

Under this arrangement, NFD would remain in a contractual relationship with NUD and the Fire Chief would administer it for NFD.

6. What were the financial assumptions and how are they accounted for?
All costs (expenses) in this proposal are based on actual costs to EF&R. The CBA, which was approved earlier this year, is in effect through December of 2024.
There are no proposed revenues, and therefore no revenue budget, so there are no assumptions for revenue projections.

The personnel cost reconciliation process will ensure that Northshore pays the exact cost of personnel related items. If you overpay in a given year you will be provided a credit back, if you under pay you will be assessed an adjustment in the following year.

QUESTIONS FOR EF&R

1. If we want to retain an admin asst/receptionist at Station 51. Is that something ESFR could provide and how much would that cost?

Yes. I would consider this a service level discussion. If you would like this to occur, we simply need to add it to the scope of work. The most important clarification I would need is if you are expecting an 8:00 a.m. to 5:00 p.m. reception capability.

Cost for a full-time Administrative Assistant is \$122,291. Because this is a personnel cost it would be subject to the reconciliation process outline in the contract.

Consideration: Can a partnership with the NKTC assist to meet your needs since they have administrative staff already assigned to the facility?

2. What staff will be at Station 51 beside a Deputy Chief?

Staff will include a member of Fire Prevention, a member of the Administrative Support team, and an office for fire operations. All of these employees could at times be working remotely or in the field. Their base of operations will be Station 51. If you desire to have full-time reception, see the answer to number 1.

3. Under Option 1, what is the role of the Battalion Chief in responding to a major incident?

Identical role that the Battalion Chiefs fulfills now. EF&R and the two Fire Boards would discuss how best to consolidate the unit. The unit would be placed into service either at Station 51 or Station 31. The BC would have supervisory responsibilities for Stations 51, 57, 31, 33 and 35. The savings will be split between Woodinville and Northshore, there is no financial advantage for EF&R.

The BC would respond on all major incidents it was dispatched to based on the response protocols that exist today. The response protocols will be adjusted over time based on organizational and regional consistency.

- 4. Under Option 2, do their stats include all calls or aid-only calls in total?

 Yes. These stats are for all dispatches. We could have reduced the number further had we removed those that were cancelled enroute.
- 5. Option 3 and Option 4, What is the basis of the \$116,486 (premium, training, equipment?)?
 - Provides a 2% of 1st class FF assignment pay for 12 positions
 - Provides overtime dollars for training of personnel and instructors
 - Training costs such as supplies and class fees
 - Small equipment, maintaining training cache of supplies
- 6. Copy of non-profit by-laws?

Click for the <u>Non-Profit Articles of Incorporation</u>, <u>Non-profit By-Laws</u>, <u>Interlocal Agreement</u>.

7. Describe the governance model of EF&R. Would Northshore join the Board of the non-profit? What is the difference between being a contracting agency vs. member agency? Northshore would be joining as a contract agency and would not be a member of the EF&R Board of Directors. From an operations perspective there is no difference. To become a member of the EF&R non-profit and have a vote on the Board of Directors, Northshore would first have to pass a resolution asking to join. Then the EF&R Board would consider the request and direct the Fire Chief to provide a comprehensive financial analysis. Following the analysis, if the EF&R Board conditionally approved, the five elected boards (City Councils in Sammamish, Issaquah, and North Bend along with Fire Boards for D10 and D38) would have to approve the move. Finally, it would come back to the EF&R Board for the final vote.

Per the ILA, all partners have agreed to treat revenue and service levels in the same manner. In order to become part of the non-profit, Northshore would need to bill for transports and agree to the service levels of the ILA.

If the desire of the Board is to pursue non-profit membership, we should plan on 12-18 months to complete the process. The Board can easily transition from a contractual relationship to a full partner (See Section 2.6 of the proposed Contract).

8. Section 3.1 What are your fire suppression services?

All currently provided services for the King County area. Response to all reported fires with the resources, staffing and training required by law and agreement within the King County metro area. This includes adhering to King County Fire Chiefs Model procedures, all RCW requirements as well as industry best practices. We fulfill this function by deploying adequately staffed engines, ladders, brush trucks, tenders, battalion chief and support units. Additionally, we are signatories to the King County Automatic Aid Agreement and advocate for the further regionalization of responses resources to ensure we all have the capacity we need to address large scale emergency incidents.

9. Section 3.3 Define "temporary".

Temporary refers to the ability to move units around, most often during a business day, to cover areas where there is currently a high workload in the spirit of automatic aid or

for training coverage. This could also refer to reduced staffing, until a replacement can make it into work, when an employee goes home sick.

10. Section 3.3 Describe a cross-staffed aid car. Would we need to buy an additional aid car?

Cross-staff aid units are very prevalent in King County. As an example, there is an Aid unit and Engine housed in the station. If an Aid call comes in the crew responds in the Aid car. If a fire call comes in the unit responds in the Engine.

Current A151 can be used at Station 51, and the back-up Aid car can be used at Station 57 if cross-staffing is desired. EF&R has other Aid cars in our existing fleet to provide back up. It would require another Aid Car added to the NFD Equipment Replacement Planning document.

- 11. Section 3.3 Are these the minimum staffing levels?

 Yes, and would be added to the <u>EF&R Board Policy on minimum staffing levels</u> as such.
- 12. Section 3.3 Will they promote engineers or test to qualify for premium engineers? This is a matter that would involve the two union locals having a discussion. Currently, our practice is for initial Engineers to be named by seniority. Testing will be utilized in subsequent years.
- 13. Section 3.4 Fire Prevention Services: Provide clarification of these services Services include, initial and annual inspection programs, plan review, permitting, code adoption and enforcement. Fire Crew based inspection program coordination and support. Education is to staff requests from the public and school systems as time and staffing allow from the fire prevention division and on-duty crews.
- 14. Section 3.5 Are inspections included in this proposal. Schedule and frequency. Included are annual Inspections, supported by fire crews as they are today.
- 15. Section 3.8 Who would handle public records requests?

 EF&R has an employee responsible for public records requests, who would also handle the requests for Northshore.
- 16. Section 4.3 Will you adjust the escalator year-to-year or set at 3%?

 This is a proposed a contract. If selected, we are open to discussions to ensure that the needs of both Northshore and EF&R are met.
- 17. Section 5.2. Is the fair market value of equipment negotiated?

 I believe this question is referring to all of Section 5 in the proposed contract. If additional information is needed, please provide clarification to answer. The fair market value is an accounting function that is typically not negotiated. I believe the only time a potential conflict would arise is during a termination, that process is clearly defined in Section 2.4(C) of the proposed contract.

18. Section 6.2 How will firefighters pick assignments, or stay at NFD stations?

Eastside has a negotiated seniority-based station selection system that is supported by an initial Super pick and an annual Refresh Bid. This contract, if agreed to, would go in to affect after the Super pick process. Any openings that need to be filled between annual Refresh Bids are filled at the direction of the Operations Chief. This no doubt will be another discussion between to the two Union Locals.

19. Section 6.2 What is the plan for transitioning and integrating employees?

If EF&R is selected, between now and the date of implementation Northshore employees will be invited to participate in several informational sessions. EF&R personnel will visit Northshore employees at work to provide necessary information to ensure their transition to EF&R is as seamless as possible. The two union locals will have discussions to ensure the merging of the workgroups go as smooth as possible. Over the course of the first year, employees will be stationed either based on their seniority or operational direction depending on the circumstances. Either way, it is our philosophy that comingling the workgroups from the beginning is the best practice to ensure work cultures are blended in a positive manner.

20. Section 7.1 How is the NFD Liaison chosen, does the Board have input into who that person is?

The Fire Chief selects the liaison, but of course the Board can provide input to the Fire Chief if that is their desire. As Fire Chief, I will be the direct contact for all Fire Commissioners and the primary attendee at your Board of Commissioners meetings. An Assistant Chief, Deputy Chief, or Deputy Director may fill in for me from time to time, but I will provide you notice when that occurs. Of course, necessary staff will accompany at Board meetings as well.

21. Section 7.2 What is included in the annual report?

The 2020 Annual Report is linked as an example. We would start with a Northshore specific report in this format and would take direction from you on what you would like to see included.

22. Section 12. What is the process for modifying the agreement?

The Northshore Board of Commissioners and the EF&R Board of Directors can modify the agreement at any time through mutual agreement. Section 12 addresses the steps that would be taken if we did not have mutual agreement, this is standard boiler plate language for this type of agreement.

23. Exhibit A Can we have more equipment than what is listed?

Yes. You can have any equipment you would like as you are still an independent Board. However, I would suggest you stay in line with what is required for the successful operation of the new joint agency. I am routinely asked about adding equipment and capabilities from our current partner agencies. This is common constructive dialogue that occurs and sometimes leads to operational change and other times leads to no change.

24. Would NSFF continue to have access to and test into Shoreline medic program or another medic program?

Northshore Firefighters would become EF&R employees. EF&R currently does not have an agreement with Shoreline. EF&R is more than willing to sit down and discuss this possibility. We are currently in discussions with the Redmond program as a result of the Woodinville Fire & Rescue contract.

As a former Firefighter Paramedic, I am a believer that all firefighters should have the opportunity to become a fire-based paramedic. I do have some misgivings about losing highly motivated firefighters for the remainder of their career when they leave us for another agency to become a paramedic. EF&R, and Local 2878, are interested in seeing a path back to the "home" agency when an employee is done being a paramedic for all future promotional opportunities to LT, Captain, BC, DC etc. thus ensuring that our Agency's future leadership potential is maximized.

- 25. Can you prepare a table comparing costs and project costs year-by-year? Please see Chart on page 8.
- 26. What are our costs compared to our assessed value?

Estimated 2022 Northshore Fire Department AV = \$10,052,910,211 Proposed 2022 Northshore Fire Department Expense = \$10,065,009 Estimated 2022 Northshore Fire Department Bond Revenue = \$1,368,250

- *Estimated Effective Tax Rate per \$1,000 = 1.14
- *This estimate does not include any reserve payments but does include one-time transfer to EFR of \$412,936 comes from revenue
- 27. Are you aware of the status of our IT system and does this change any costs in your proposal?

This proposal includes anything needed for your two facilities. We utilize a contractor team that has been associated with EF&R for over 30 years. For the last five years they have provided all of our IT needs supporting 14 locations largely in a cloud-based service.

28. What are your expense and AV trends?

EF&R is not funded from a direct tax. Partners make monthly payments based on the agreed upon Funding Formula found in the ILA Appendix. While AV is a part of the funding formula, EF&R has no reason to track AV. The table below shows the last six expense operating budgets, the approved non-partner revenue, and the annual percentage increase for partners. Currently, EF&R's service area has an assessed AV of 41,000,000,000+ and Woodinville's service area adds \$11,000,000,000+ more.

		Δ	Annual Averages				
	Partner Contribution						
	Increases	Op	erating Budget	%	No	%	
2017	4.21%	\$	25,687,090.00	5.89%	\$	2,863,863.00	9.37%
2018	3.99%	\$	27,082,831.00	5.43%	\$	3,382,420.00	18.11%
2019	4.29%	\$	28,517,841.00	5.30%	\$	3,917,224.00	15.81%
2020	-2.19%	\$	31,126,956.00	9.15%	\$	4,111,588.00	4.96%
2021	-4.68%	\$	31,390,334.00	0.85%	\$	5,939,199.00	44.45%
2022	2.84%	\$	32,485,240.00	3.49%	\$	5,946,076.00	0.12%
Annual Average:	1.41%			5.02%			15.47%
						· ·	

The last time we assessed Tax Rate Equivalent based on Operating Expense paid by each Partner was in 2020 in preparation for the 2021-2022 Biennial Budget process:

Eastside Fire & Rescue: .80 per 1000

 Sammamish:
 .42 per 1000

 Issaquah:
 .65 per 1000

 North Bend:
 .85 per 1000

 D38:
 .84 per 1000

D10: 1.32 per 1000 (inc. Fire Benefit Charge)

Answer to Question 25:

	2020	2021		2022		2023		2024		2025		2026
Northshore Expense Budget	\$ 10,216,712.00	\$ 10,897,442.00	\$	11,224,365.26	\$	11,561,096.22	\$	11,907,929.10	\$	12,265,166.98	\$	12,633,121.99
Eastside Proposal				PROPOSED				ESTIN	AATE	'D		
	N/A	N/A	ė		Ś	7,614,969.22	\$	7,843,418.30	_	8,078,720.85	Ś	0 221 002 47
Personnel Operations	N/A	N/A N/A	\$	7,393,174.00 1,046,946.00	\$	1,078,354.38	\$	1,110,705.01	\$	1,144,026.16	-	8,321,082.47 1,178,346.95
Contract Administration	N/A	N/A N/A	\$	829,012.00	\$	853,418.86	Ś	879,020.91	Ś	905,391.97	Ś	932,553.45
Equipment Replacement	N/A	N/A	\$	135,189.00	\$	139,244.67	\$	143,422.01	\$	147,724.67	\$	152,156.41
Capital Facilities	N/A N/A	N/A	\$	50,000.00	\$	51,500.00	\$	53,045.00	\$	54,636.35		56,275.44
Start-up Costs (one-time)	IN/A	IN/A	\$	412,936.00	\$	31,300.00	\$	33,043.00	\$	34,030.33	\$	30,273.44
	21/2	21/2	-		-		_	- 40,000,644,00	-	40 220 500 00	-	- 10 640 414 70
Sub-total:	N/A	N/A	\$	9,867,257.00	\$	9,737,487.13	\$	10,029,611.23	\$	10,330,500.00	\$	10,640,414.72
Northshore District Expense			\$	197,752.00	\$	203,684.56	\$	209,795.10	\$	216,088.95	\$	222,571.62
Total Estimated Northshore Expense			\$	10,065,009.00	\$	9,941,171.69	\$	10,239,406.33	\$	10,546,588.95	\$	10,862,986.34
Add Option 1 - Share BC			\$	(460,090.00)	\$	(473,892.70)	\$	(488,109.48)	\$	(502,752.77)	\$	(517,835.35)
Add Option 2 - Reduce to 12 hr Aid			\$	(673,735.00)	\$	(693,947.05)	\$	(714,765.46)	\$	(736,208.43)	\$	(758,294.68)
Add Option 3 - TRT			\$	116,486.00	\$	119,980.58	\$	123,580.00	\$	127,287.40	\$	131,106.02
Add Option 4 - TRT			\$	116,486.00	\$	119,980.58	\$	123,580.00	\$	127,287.40	\$	131,106.02
Take all Options:			\$	9,164,156.00	\$	9,013,293.10	\$	9,283,691.38	\$	9,562,202.55	\$	9,849,068.35
	f Bill For Transport re	evenue (with GEMT):	\$	(750,000.00)	\$	(772,500.00)	\$	(795,675.00)	\$	(819,545.25)	\$	(844,131.61)
Estimate 800 Trans	ports (conservative esti	mate 2020 was 919 AMR	and	71 A151 transports) - No	orthshore Fire book	s the	revenue in Norths	hore	Fire Accounts		
Savings to Norhshore with	NO Options and NO	Transport Revenue:	\$	1,159,356.26	\$	1,619,924.53	\$	1,668,522.78	\$	1,718,578.03	\$	1,770,135.65
		Option 1 only:	\$	1,619,446.26	\$	2,093,817.23	\$	2,156,632.26	\$	2,221,330.79	\$	2,287,971.00
		Option 2 only:	\$	1,833,091.26	\$	2,313,871.58	\$	2,383,288.24	\$	2,454,786.45	\$	2,528,430.33
	ALL Options and NO	Transport Revenue:	\$	2,060,209.26	\$	2,547,803.12	\$	2,624,237.73	\$	2,702,964.43	\$	2,784,053.64
			4		_		4					
	ALL Options and ADD	Transport Revenue:	\$	2,810,209.26	\$	3,320,303.12	\$	3,419,912.73	\$	3,522,509.68	\$	3,628,185.24