

East Jefferson Fire Rescue

JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 1 BOARD OF COMMISSIONERS

In Person

ST 6 - 9193 Rhody Dr. Chimacum, WA

VIRTUAL MEETING

https://us06web.zoom.us/j/87867559242

3:00pm AGENDA

July 16, 2024

CALL TO ORDER (3:00 P.M.)

PLEDGE OF ALLEGIANCE

- 1. Agenda Changes
- 2. Consent Agenda

A. Approve Minutes from the June 18, 2024 Regular Board meeting

TAB 2A

B. Financial Reports

TAB 2B

Vouchers

- 1. Approve General Fire expenditure warrants dated June 17, 2024, June 25, 2024 and June 28, 2024 totaling **\$474,370.71**
- 2. Approve EMS expenditure warrants dated June 17, 2024, June 25, 2024 and June 28, 2024 totaling **\$9,334.32**
- 3. Approve payroll expenditure warrants dated June 18, 2024 and July 3, 2024 totaling **\$857,517.88**
- 3. Correspondence In packet

TAB 3

- **4.** Public Comment (for items not on agenda, 3 minutes per person)
- 5. **Presentations –** State Mob Presentation

TAB 5

6. Announcements and Acknowledgements

Rose Theater Owner/Employees Introduce Finance Director Roy Lirio and Facilities Tech Chad Lawson FF Patrick Williams

7. Staff Reports -

TAB 7

Chief Black HR Manager Exec. Asst/Dist. Secretary MSO Training Captain

Deputy Chief Brummel Finance Manager CRR Manager Battalion Chiefs

8.	Committee/Workgroup Reports A. Budget Committee - Did not meet B. Facilities Committee - Did not meet C. Data Group - Did not meet	
	D. Community Risk Reduction E. Apparatus Committee	TAB 8C TAB 8E
9.	JeffCom Report –	TAB 9
10.	Local 2032 Report	
11.	Public Comment – (for items on the agenda, 3 minutes per per	rson)
12.	Old Business	
	A. Strategic Plan – Implementation Tool (Informational)	TAB 12A
	B. CWPP Update (Informational)	TAB 12B
	C. Lease for Administration Building (update)	
	D. ILA with City of PT	TAB 12D
13.	New Business	
	A. Policy/SOG Updates – (None this month)	
	B. Resolution 24-15 Cancellation of Warrants	TAB 13B
	C. District 1 & 2 ALS ILA	TAB 13C
	D. RFP for IT Services	TAB 13D
	E. 2024-2025 CARES Agreement	TAB 13E
	F. Fire Engine Purchase	TAB 13F

Executive Session The Board will be going into executive session pursuant to RCW 42.30.140(b) relating to collective bargaining issues and negotiations

14. Upcoming Topics/Events

TAB 14

- Professional Development SOG (FF2, FO, etc.)
- Administrative Reorganization
- Implementation of Sharepoint
- Annual Work Plan Development
- Drug Free Workplace SOG update

Good of the Order –

Adjournment

Any attached documentation is subject to change without notice, as additions/deletions may be required. Confidential information excluded from public viewing



JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 1 (EAST JEFFERSON FIRE RESCUE)

BOARD OF COMMISSIONERS MEETING MINUTES FROM June 18, 2024

CALL TO ORDER

Board Chair Deborah Stinson called the meeting to order at 3:03 PM virtually via "Zoom", call in number 1 (253) 205-0468, Meeting ID 89551714887.

COMMISSIONERS & ADMINISTRATIVE STAFF

District 1 Commissioners: Deborah Stinson, Dave Seabrook, Steve Craig, Geoff Masci, Gene Carmody, Glenn Clemens (via zoom) and Ed Davis (via zoom).

Admin Staff: Chief Black, DC Brummel, MSO Ridgway, Community Risk Manager Robert Wittenberg, HR Manager Stewart, Finance Manager Ysseldyke-All and District Secretary Cray.

1. AGENDA CHANGES – None.

2. CONSENT AGENDA

Vouchers

- 1. Approve General Fire expenditure warrants dated May 16, 2024, May 22, 2024, May 24, 2024, May 29, 2024 and June 6, 2024 totaling \$923,864.59
- 2. Approve EMS expenditure warrants dated May 16, 2024, May 22, 2024, May 29, 2024 and June 6, 2024 totaling **\$27,356.77**
- 3. Approve payroll expenditure warrants dated May 17, 2024 and June 4, 2024 totaling \$762,643.94
- 4. Approve transfer to 2019 LTGO Fund from General Fire Fund for payment of \$26,311.25 to US Bank (interest payment)
- 5. Approve transfer from EMS cash to EMS investment \$1,000,000.00
- 6. Approve transfer from General Fire cash to General Fire investment \$1,000,000.00

MOTION: Masci moved to approve the consent agenda as presented. Craig seconded the motion which carried unanimously.

- **3. LIST OF CORRESPONDENCE** Provided in Board packet.
- **4. PUBLIC COMMENT** None.
- **5. PRESENTATIONS** None.
- **6. ACKNOWLEDGEMENTS/ANNOUNCMENTS** Three new firefighter paramedics were in attendance and gave short introductions and bio's about themselves: Chris Rudnick, Ollie Ponte and Derrick Whitson.

7. STAFF REPORTS

Chief Black

Black reported that we had been awarded another grant from the Association of Washington Cities, which will help fund the CARES program for part of 2025, though we will need more funding to cover the program for the full year.

AC Brummel

Brummel reported on several current and upcoming training classes, Technical Rescue, Rope Rescue, Confined Space and upcoming Boat Training. He added that we will be offsetting some of these costs by allowing outside attendees who would pay a registration fee. So far the classes that have been held have had great participation.

He and several other members attended a DNR training on calling for air assets.

<u>Community Risk Manager</u> – Wittenberg reported he has been focused on onboarding and getting a good transition from AC Tracer. He has been on a few school visits and is currently working on expanding the program.

All other reports are included in the meeting packets.

8. COMMITTEE/WORKGROUP REPORTS

- **A.** Budget Committee No report, did not meet.
- **B.** *Facilities Committee* No report, did not meet.
- C. Data Group No report, did not meet.
- **D.** Community Risk Reduction Group No report, did not meet.
- *E. Apparatus Committee* BC Fletcher reported that all staff rigs had arrived and we are working on getting them outfitted. The final drawings for the engine are here and we are awaiting the bid spec. This will be a 90 page document that needs to be reviewed with a fine tooth comb very quickly. Black added that Fletcher is doing a great job at holding them to what we want.
- **9. JeffCom Report** Report provided in packet. There are console changes occurring and now the dispatchers are able to use one mouse to navigate all the screens, as opposed to three. Discussion occurred on the likelihood of higher CFS charges which is expected as many things need to be upgraded.
- 10. LOCAL 2032 REPORT Lt. Morris noted that contract negotiations are ongoing.

11. PUBLIC COMMENT - Agenda items only

B. Ayres noted that Station 5's batteries for the solar panels arrived today. The station should be powered by solar by the weekend.

12. OLD BUSINESS

A. Strategic Plan – Implementation Tool (updates)

The facilities technician is scheduled to start on July 1st. He will have some time to get his feet under him before a facilities meeting is held.

The ILA with the City is hopeful to be signed by July 1st. Discussion on small business inspections.

B. CWPP Update – Comments have now closed and we are awaiting a summary. There is a review set for next Thursday.

C. Finance Director Recruitment (update)

An offer was extended and it was declined. There was a candidate who had submitted an application late to the recruiter. They were able to rush the screening and an interview was conducted on

Monday. They are awaiting his project and hoping a decision can be made within the next 24-48 hours.

D. Facilities Tech (update)

We received 23 applications, 11 were interviewed initially, 7 had follow up interviews and 2 had final chief's interviews. Chad Lawson was selected and he will start on July 1st. He will report to BC Clouse as the Facilities manager and to the BC's for daily check-ins.

- E. *Lease for Administration Building* No update.
- **F.** Olympus Beach Tracts (OBT) Request (update) Cray reported that OESD had given all the details on what would be needed to connect to the District's Wifi and OBT has opted to go a different route using cell data.
- G. *ILA with City of PT.* see Old Business item A.

13. NEW BUSINESS

A. Policy/SOG Updates

SOG – Code Blue Communication – was provided for the Board's information.

Policy 2010 Paid Family Medical Leave and 2 corresponding SOG's for time off and modified were discussed by the Board. The term manager was changed to Fire Chief or his designee. Masci moved to approve Policy 2010 as amended. Seabrook seconded the motion which passed unanimously.

B. Resolution 24-11 Surplus District Owned Vehicle – 2000 Ambulance

MOTION: Masci moved to approve Resolution 24-11 as presented. Craig seconded the motion which passed unanimously.

C. Resolution 24-12- Surplus District Owned Equipment - Hoses/Nozzles

MOTION: Masci moved to approve Resolution 24-12 as presented. Seabrook seconded the motion which passed unanimously.

D. Resolution 24-13 - Surplus District Owned Equipment - Generator

MOTION: Craig moved to approve Resolution 24-13 as presented. Masci seconded the motion which passed unanimously.

E. 2023 Annual Report

Stinson stated the report looks great. Stewart noted that we are getting better at collecting the data for this document and still deciding what data to collect. The Board is the 1st to see it and then it is sent out to the community. It was noted that the QR codes are a great addition. They attempted to find a district map with station locations, but none exists at the moment.

F. Resolution 24-14 – Surplus District Owned Equipment – Tires, Wheels and Vehicle Parts **MOTION:** Masci moved to approve Resolution 24-14 as presented. Carmody seconded the motion which passed unanimously.

Executive Session – Stinson called an executive session pursuant to RCW 42.30.140 (b) relating to collective bargaining issues and negotiations. The session will last 15 minutes until 4:36pm.

Stinson called the meeting back to order at 4:36 stating no decision were made.

14. UPCOMING TOPICS/EVENTS –

The retirement ceremony for Tracer, Schumann and Kosiuga was very well attended and put together.

GOOD OF THE ORDER -

Ridgway stated she had received the preliminary Cares data and Jefferson County is #4 in the State for a successful return following cardiac arrest. We currently have a lot of interest in our CPR and CRR programs.

ADJOURNMENT

Stinson adjourned the meeting at 4:45pm.

Jefferson County Fire District 1	
Deborah Stinson, Chair	Dave Seabrook, Vice Chair
Geoffrey Masci, Commissioner	Steve Craig, Commissioner
Glenn Clemens, Commissioner	Ed Davis, Commissioner
Gene Carmody, Commissioner	_
ATTEST:	
Tanya Cray, District Secretary	

TREASURER'S REPORT

Fund Totals

Jefferson Co FPD No. 1

Time: 15:55:31 Date: 07/09/2024

06/01/2024 To: 06/30/2024

	9,760,760.95	250,171.79	1,695,430.13	8,315,502.61	371,656.61	30,209.97	0.00	8,717,369.19
219 LTGO BOND 2019 FUND	26,311.25	0.00	26,311.25	0.00	0.00	0.00	0.00	0.00
101 EMS Fund #657001100	3,320,316.07	156,159.90	434,474.01	3,042,001.96	9,790.26	12.43	0.00	3,051,804.65
004 EMS CAPITAL FUND 657001110	524,420.32	2,279.37		526,699.69	0.00	0.00	0.00	526,699.69
003 FIRE CAPITAL FUND 656001042	788,666.81	3,453.10		792,119.91	0.00	0.00	0.00	792,119.91
001 Fire Fund #656001010	5,101,046.50	88,279.42	1,234,644.87	3,954,681.05	361,866.35	30,197.54	0.00	4,346,744.94
Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance

TREASURER'S REPORT

Account Totals

Jefferson Co FPD No. 1

Time: 15:55:31 Date: 07/09/2024

06/01/2024 To: 06/30/2024

Cash A	Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 10 12	County Checking 1st Security Payroll First Security	9,760,878.88 0.00 0.00	250,171.79 827,233.28 0.00	1,695,430.13 800,939.84 26,293.44	8,315,620.54 26,293.44 -26,293.44	0.00 0.00 0.00	375,573.14 0.00 26,293.44	8,691,193.68 26,293.44 0.00
	Total Cash:	9,760,878.88	1,077,405.07	2,522,663.41	8,315,620.54	0.00	401,866.58	8,717,487.12
		9,760,878.88	1,077,405.07	2,522,663.41	8,315,620.54	0.00	401,866.58	8,717,487.12

Jefferson Co FPD No. 1 Time: 08:22:58 Date: 07/10/2024

001 Fire Fund #656001010					
Revenues	Amt Budgeted	June	YTD	Remaining	
300 Revenue	10,721,100.00	88,279.42	5,989,350.01	4,731,749.99	55.9%
330	373,160.00	0.00	0.00	373,160.00	0.0%
390	0.00	0.00	5,908.63	(5,908.63)	0.0%
Fund Revenues:	11,094,260.00	88,279.42	5,995,258.64	5,099,001.36	54.0%
Expenditures	Amt Budgeted	June	YTD	Remaining	
000	265,035.00	10,657.85	59,344.23	205,690.77	22.4%
210 Administrative	1,854,474.00	265,211.91	938,216.38	916,257.62	50.6%
211 Legislative	258,228.00	17,615.06	150,554.97	107,673.03	58.3%
220 Suppression	6,350,846.00	885,176.59	3,114,360.33	3,236,485.67	49.0%
230 Prevention	15,600.00	531.84	4,155.20	11,444.80	26.6%
241 Training Equipment	0.00	0.00	36.21	(36.21)	0.0%
245 Training	93,014.00	3,077.02	49,369.26	43,644.74	53.1%
250 Facilities	420,857.00	30,844.21	294,988.61	125,868.39	70.1%
260 Vehicles & Equipment	418,450.00	18,851.98	211,305.83	207,144.17	50.5%
520 Fire Control	9,676,504.00	1,231,966.46	4,822,331.02	4,854,172.98	49.8%
590 Debt, Capital & Transfers	1,098,179.00	2,678.41	167,486.01	930,692.99	15.3%
Fund Expenditures:	10,774,683.00	1,234,644.87	4,989,817.03	5,784,865.97	46.3%
Fund Excess/(Deficit):	319,577.00	(1,146,365.45)	1,005,441.61		

2024 BUDGET POSITION TOTALS

Jefferson Co FPD No. 1

Months: 01 To: 06

Time: 08:22:58 Date: 07/10/2024

Page:

2

Fund	Revenue	June	Received		Expenditures June		Expenditures June Sper		Spent	
001 Fire Fund #656001010	11,094,260.00	88,279.42	5,995,258.64	54.0%	10,774,683.00	1,234,644.87	4,989,817.03	46.3%		
	11,094,260.00	88,279.42	5,995,258.64	54.0%	10,774,683.00	1,234,644.87	4,989,817.03	46.3%		

2024 BUDGET POSITION

Jefferson Co FPD No. 1 Time: 08:23:37 Date: 07/10/2024

101 EMS Fund #657001100					
Revenues	Amt Budgeted	June	YTD	Remaining	
300 Revenue 330	6,334,175.00 559,740.00	156,159.90 0.00	3,295,792.73 5,087.10	3,038,382.27 554,652.90	52.0% 0.9%
Fund Revenues:	6,893,915.00	156,159.90	3,300,879.83	3,593,035.17	47.9%
Expenditures	Amt Budgeted	June	YTD	Remaining	
272 EMS Operations 274 EMS Training	6,556,277.00 91,400.00	433,619.95 721.00	2,587,695.48 10,331.95	3,968,581.52 81,068.05	39.5% 11.3%
520 Fire Control	6,647,677.00	434,340.95	2,598,027.43	4,049,649.57	39.1%
590 Debt, Capital & Transfers	215,000.00	133.06	133.06	214,866.94	0.1%
Fund Expenditures:	6,862,677.00	434,474.01	2,598,160.49	4,264,516.51	37.9%
Fund Excess/(Deficit):	31,238.00	(278,314.11)	702,719.34		

2024 BUDGET POSITION TOTALS

Jefferson Co FPD No. 1

Months: 01 To: 06

Time: 08:23:37 Date: 07/10/2024

Page:

2

Fund	Revenue	June	Received	Expenditures		Expenditures		Expenditure		Expenditures		Expenditures		June	Spent	
101 EMS Fund #657001100	6,893,915.00	156,159.90	3,300,879.83	47.9%	6,862,677.00	434,474.01	2,598,160.49	37.9%								
	6,893,915.00	156,159.90	3,300,879.83	47.9%	6,862,677.00	434,474.01	2,598,160.49	37.9%								

2024 BUDGET POSITION

Jefferson Co FPD No. 1 Time: 08:26:28 Date: 07/10/2024 Source Codes 000 To: 999 Page: 01/01/2024 To: 12/31/2024 001 Fire Fund #656001010 Amt Budgeted Expenditures Expenditures Remaining 520 Fire Control 522 20 10 000-0 FF/EMT (40%) 2,711,765.00 1,331,595.38 1,380,169.62 49.1% 522 20 10 019-0 Overtime (40%) 712,316.00 239,305.81 473,010.19 33.6% 220 Suppression 3,424,081.00 1,570,901.19 45.9% 1,853,179.81 520 Fire Control 3,424,081.00 1,570,901.19 1,853,179.81 45.9%

3,424,081.00

(3,424,081.00)

1,570,901.19

(1,570,901.19)

45.9%

1,853,179.81

Fund Expenditures:

Fund Excess/(Deficit):

2024 BUDGET POSITION

Jefferson Co FPD No. 1 Time: 08:26:28 Date: 07/10/2024 Source Codes 000 To: 999 Page: 2 101 EMS Fund #657001100 01/01/2024 To: 12/31/2024 Amt Budgeted Expenditures Expenditures Remaining 520 Fire Control 522 72 10 000-1 FF/EMT (60%) 4,067,648.00 2,002,338.81 2,065,309.19 49.2% 522 72 10 019-1 Overtime (60%) 31.9% 1,125,941.00 358,958.68 766,982.32 272 EMS Operations 5,193,589.00 2,361,297.49 2,832,291.51 45.5% 520 Fire Control 5,193,589.00 2,361,297.49 2,832,291.51 45.5%

5,193,589.00

(5,193,589.00)

2,361,297.49

(2,361,297.49)

45.5%

2,832,291.51

Fund Expenditures:

Fund Excess/(Deficit):

2024 BUDGET POSITION TOTALS

Jefferson Co FPD No. 1

Source Codes 000 To: 999

Time: 08:26:28 Date: 07/10/2024

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Fire Fund #656001010 101 EMS Fund #657001100	0.00 0.00	0.00 0.00	0.0% 0.0%	3,424,081.00 5,193,589.00	1,570,901.19 2,361,297.49	46% 45%
	0.00	0.00	0.0%	8 617 670 00	3 932 198 68	45.6%

Resignation

Glenn Clemens < gclemens@ejfr.org>

Sat 6/22/2024 6:17 AM

To:Bret Black <bblack@ejfr.org>;Tanya Cray <tcray@ejfr.org>;Alex Morris <amorris@ejfr.org>;Caton White <cwhite@ejfr.org>;Deborah Stinson <dstinson@ejfr.org>

As many of you know I have moved out of state and am no longer eligible to be a commissioner with EJFR. It has been a honor and a pleasure to be associated with such a fantastic, dedicated, professional and well trained team including the admin staff that provides the necessary support to keep everything together. I have the utmost respect for the standards they have set for themselves, their day to day operations and their training of new personnel. The community is very fortunate to have them, for not only for the job they do but also for the people they are and what they give back to the community not only on shift but also off shift on their own time. I hope EJFR continues to attract great new people to the organization and it is a place where a new hire can fulfill the career and personal goals, work safely and when the time comes retire as EJFR.

Best Regards, Glenn T. Clemens

From: Apple Martine < AMartine@co.jefferson.wa.us >

Date: 7/8/24 2:52 PM (GMT-08:00)

To: Bret Black < bblack@ejfr.org >, Greg Brotherton < GBrotherton@co.jefferson.wa.us >,

Mark McCauley < MMcCauley@co.jefferson.wa.us>, Kate Dean

< <u>KDean@co.jefferson.wa.us</u>>, Heidi Eisenhour < <u>HEisenhour@co.jefferson.wa.us</u>>,

Josh Peters < <u>JPeters@co.jefferson.wa.us</u>> Cc: Deborah Stinson < <u>dstinson@ejfr.org</u>> Subject: RE: EJFR 2023 Annual Report

Hi Chief,

This is a wonderfully conceived annual report and I really benefited from reading it in depth. I've learned a great deal from you, and alongside you, over the last few years, so thank you for being a public servant who centers relationships with community partners. I won't soon forget my ride-along with your newly fledged CARES Team and all of our discussions about it taking root and serving such a wide range of Jefferson County citizens. I also value that you make a real effort to attend other organizations' meetings and share information and expertise on many important EJFH initiatives that makes us all safer and healthier here in East Jefferson County.

Best, Apple

Jeffetson ounty
Public Health

Appalachia Martine BSN, RNGender <u>Pronouns</u>: She/Her/Hers

Director

Jefferson County Public Health
615 Sheridan Street

Port Townsend, WA 98368 Telephone: 360-385-9400 x443

AMartine@co.jefferson.wa.us | jeffersoncountypublichealth.org

Fire Mobilization

East Jefferson Fire Rescue Board of Commissioner Meeting July 16, 2024

RCW 43.43.961 All-Risk Mobilization

- The Fire Resource Mobilization Plan is designed to provide personnel, equipment and other logistical resources when a wildland OR other emergency disaster exceeds the response capacity for a local jurisdiction.
 - Wildland Complex (most common use for a State Mob)
 - Natural Disaster (floods, seismic, wind events with fire as a risk)







Conditions for a State Mobilization

- A request for State Mobilization may occur when the Fire Chief has expended or will expend all available:
 - Local resources
 - Mutual aid resources
 - If a special resource is needed and is not available through existing mutual aid agreements, this may be an extenuating circumstance where mutual aid has been exhausted without having response. This situation would be reviewed on a case by case basis.
 - Compliance with provisions of the Washington State Fire Services Resource Mobilization Plan

Kitsap, Jefferson & Clallam ILA

- There is a current Inter-Local Agreement (ILA) with Kitsap, Jefferson and Clallam counties that provides and interim step for resource request prior to a State Mobilization Request.
- The ILA provides a shared use of resources based on the need and complexity of the incident.
 - Multi-alarm structure fire
 - Wildland interface event
 - Mass-Casualty Incident

Local Mobilization Scenario

A local wildland fire or disaster exceeds the capacity of EJFR and mutual aid resources (NRNW, Quilcene, Brinnon) AND the ILA with Kitsap & Clallam counties.

- The fire chief submits a state mobilization resource request through the State Emergency Operations Center's Duty Officer.
- The request is reviewed at WA EOC and approved by the Chief of the Washington State Patrol.
- When approved, the request will include additional overhead and logistics teams (such an Incident Management Team) to assist with managing the incident.



East Jefferson Fire Rescue

Bret Black Fire Chief ~ bblack@ejfr.org 24 Seton Rd • Port Townsend WA 98368 360.385.2626 • ejfr.org

Fire Chief's Monthly Report - June 2024

General Activities

Jefferson County, EJFR and the rest of the advisory group have ratified the Community Wildfire Protection Plan (CWPP). CWPP group met with DNR leadership regarding next steps. Several community groups have already accessed education, guidance and opportunities established in the CWPP. The Ludlow Maintenance Commission (LMC) received a DNR micro-grant for management. The LMC learned about these grants as participants in the CWPP development. The project focused on fuels treatment along Talbot Way between Walker Rd (south) and Swansonville Rd (north) in Port Ludlow. LMC volunteers cleared ladder fuels in the green belt project area and the DNR grant (\$2500) covered the expense of the wood chipping.



The City and EJFR have finalized the Interlocal agreement for fire marshal services which includes a fee schedule. Meet and confer efforts continue with 2032, update to be provided in executive session.

FC and EA Cray met with D2 regarding ALS agreement to review the terms and clarify any potential discrepancies (see attachment). EJFR interviewed and selected our new Facility Technician, Chad Lawson; he starts July 1, 2024. EJFR's new Finance Director, Roy Lirio starts July 16, 2024. FC met with Port of PT Director Eron Berg to review opportunities for collaboration regarding facilities and future planning. Staff has attended several planning meetings for the All-County Picnic. FC gave interviews to KPTZ in preparation for wildfire season.

Other Projects

- Apparatus Committee has been very busy with design specs.
- FC continues to develop the EMS Bylaws with subcommittee.

Standing Meetings/Committees

JeffCo DEM IMT MeetingBOCCPT City ManagerPT Police ChiefBHCJeffCo EMS CouncilBHAC (10th of 1%)ECHHOJH CQI meetingJeffcom (FC is Board Member)Mental Health ResponseREAL Team

Miscellaneous

FC took a week off in June for a family staycation. FC has transferred into the Ford Escape, DC has moved into the FC vehicle, Ford F150. FC attended JC Commissioners and Administrative Professionals meeting in D5. EJFR staff took OESD Manager, Carl Miller, out to lunch to honor him in his new adventure...retirement. The vessel donated to D4 by EJFR has been deployed to a wildfire on Lake Chelan.

ALARMS	
Fires	6
Rescue/EMS	341
Service Call	85
Good Intent	37
False Alarm	24
Hazardous Condition	8
Special Incident	3
Total	504
Transports	
911	222
Hospital Requested	0
Total	222
CARES Contacts	
June Contacts	121

Station	Avg. Response	% of Call	Total # of						
Statistics	Time by Station	Volume	Responses						
St 1	0:05:18	27.4%	138						
St 2	0:07:08	23.8%	120						
St 6	0:08:22	27.8%	140						
St 7	0:08:52	9.5%	48						
St 8	0:01:22	0.0%	C						
St 3	*								
St 4	*								
St 5	*								
St 9	*								
Mutual Aid	Given	3.17%	16						
	*UnStaffed/Vol	lunteer Stations							
	**YTD Calls	27824%							
4:00 minute Response Time Standard for Port Townsend 8:00 minute Response Time Standard Districtwide First due response times are only counted for call within primary									

SPECIAL Behavioral Health Advisory Committee MTG

(Opioid Settlement Funds Planning)

Thursday, May 30th from 11:45am to 2:30pm

The Maritime Center/In the Oliver Meeting Room-

MTG NOTES- DRAFT

A. Treat Opioid Use Disorder

- Contingency Mgmt.
- Wellness Education
- Support DBH in exploring detox options- Support either in Clallam or at the Healing Center?

B. Support People in Treatment and Recovery

- Supportive Services for supportive housing locations/Have Treatment Providers on-site
- Work with Tribes on in-patient treatment facility
- Strengthen services/provider and agencies that already exist
- Employment options
- Something to look forward to
- Pets (safety)/ Care for them normally- also while doing detox
- Reduce Barriers to access
- Workforce support
- Housing with support
- Connect people who need help to the help they need/Navigator
- Harm Reduction-Resource Center
- Mental Health in Schools/Wellness Education

C. Connect People Who Need Help to the Help they Need/ (Connections to Care)

- Transportation Hub/ (3 x's) Subsidized
- Transportation-not enough stops for buses
- Dial-a-Ride @ 24-7
- Jefferson Transit-run taxi service/ (2x's) Available on demand
- Specific Transportation for medical use?
- Smaller buses
- Dial-a-Ride for SUD Treatment
- Pay Piers a livable wage

- Systems Navigator/Navigator to walk through the process-medical--job--DLhousing
- For the Unhoused/Who does it well? Serenity House?
- Vet-Standdown- (tents, etc...)
- Support for ID
- Basic Safety
- Crisis Response
- Long-term Mental Health/Medicaid
- Availability of mental health counseling resources close to people across the County
- Travel to Treatment for the patient in County/across the State
- Access to BH Services nearby and community supports

D. Address the Needs of Criminal-Justice-Involved Persons

- Contingency Mgmt.
- Harm Reduction/Resource Center
- Need for Housing First/Apply this concept to Transitional Housing; i.e., a place of shelter for those in active use, as a step towards recovery

E. Address the Needs of Pregnant or Parenting Women and their Families; including Babies with Neonatal Abstinence Syndrome (NAD)

- Fill this need in a non-judgmental way
- Doctor Erickson is AWESOME in our Community

F. Prevent Over-Prescribing and Dispensing of Opioids

No Comments

G. Prevent Misuse of Opioids

- Provide Kids with better options/opportunities to prevent use
- Mental Health Counseling in Schools/Wellness Education
- The WISE Program is an amazing resource, but is only for Medicaid-only recipients; it would be nice to fund their work for non-Medicaid participants

H. Prevent Overdose Deaths and other Harms

- Place to Be/Drop-off--Set-aside room with trained staff
- How to Engage Families
- Safe Injection Site as a harm reduction emphasis-in and around services at the site, including access to healthcare

I. First Responders

- More funding for the Fire CARES Program
- Regional Approach with the Fire CARES Program
- Gateway Training/Focus on the 911 Theater w/Emergency Personnel/EMT's-Fire Fighters
- Support for all of the Navigators and Peer Support staff who serve residents living with SUD
- Mobile Response got into South County

J. Leadership Planning and Coordination

• No Comments

K. Training

- SUD-Prevention/Early Intervention Services for younger kids
- Stigma Education for Peers/Get the kids/NEST/Recovery Café
- Lower (BH) stigma with training in people first language and trauma informed care for providers/clinicians
- Lower (BH) stigma, by having adults who have been in recovery (for x number of years) mentor youth or have group discussions led by those adults

L. Research

Transitional Housing/Assisted Living

Program Budget

Funding Priority	Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
	Jefferson County Juvenile and Family Court	-	-	-	-	-	\$2,910	\$11,500	\$5,110	\$680	\$4,730	\$10,000	\$34,930
	Jumping Mouse	\$24,000	\$30,000	\$27,550	\$27,570	\$70,125	\$84,327	\$79,000	\$79,000	\$78,999	\$97,478	\$127,063	\$725,112
	Jumping Mouse (Brinnon)	-	-	-	-	-	\$12,186	\$32,424	\$32,424	\$34,505	\$46,170	\$41,745	\$199,454
	Jumping Mouse (Chimacum)	-	-	-	-	-	-	-	-	-	-	\$38,351	\$38,351
Early Intervention	Nurse Family Partnership	\$25,900	\$31,740	\$29,170	\$29,169	\$42,121	\$49,227	\$64,428	\$54,720	\$64,000	\$74,883	\$67,045	\$532,403
	Pfeiffer House	-	-	-	-	-	-	-	-	\$0	\$21,020	\$22,248	\$43,268
	The Benji Project	-	-	-	-	-	-	-	-	-	-	\$24,708	\$24,708
	Transformations by Olympic Angels	-	-	-	-	-	-	-	-	-	-	\$15,000	\$15,000
	School-Based Mental Health	\$59,339	\$65,000	\$55,717	\$51,983	\$83,248	\$63,372	\$72,481	\$68,205	\$42,711	\$97,555	\$114,853	\$774,464
Treatment	Recovery Café	-	-	-	-	-	-	\$45,000	\$45,000	\$43,984	\$55,525	\$93,094	\$282,603
	Combined Therapeutic Courts	-	ı	\$35,754	\$37,108	\$91,329	\$95,173	\$98,751	\$82,835	\$71,194	\$107,001	\$200,000	\$819,145
	Believe in Recovery	-	-	-	-	-	-	\$32,000	\$31,994	\$32,000	\$39,485	\$35,743	\$171,222
Jail/Courts	Believe in Recovery Mobile Unit	-	i i	T.	-	-	-	-	=	-	-	\$43,472	\$43,472
	Fire CARES	-	=	=	-	-	-	-	=	-	-	\$50,000	\$50,000
	Police Navigator Program	-	-	-	-	-	=	\$55,000	\$54,559	\$54,796	\$39,581	\$67,200	\$271,136
Housing	Discovery Behavioral Health Housing	-	-	-	-	-	\$23,642	\$24,000	\$18,900	\$18,000	\$18,000	\$19,400	\$121,942
nousing	OlyCap Housing	-	-	-	-	-	\$19,078	\$18,000	\$16,185	\$15,823	\$14,695	\$24,650	\$108,431
Total		\$109,239	\$126,740	\$148,191	\$145,830	\$286,823	\$349,915	\$532,584	\$488,932	\$456,692	\$616,123	\$994,572	\$4,255,641

For more information on programs and individuals served, please visit: https://public.tableau.com/app/profile/jcph/vizzes

Individuals Served

Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Functional Family Therapy						5	7	4	17	39	20	92
Jumping Mouse: Caregivers	103	174	179	152	156	169	157	129	128	149	129	1625
Jumping Mouse: Kids	73	113	137	125	122	124	109	96	94	116	101	1210
Jumping Mouse (Brinnon): Caregivers						4	7	11	14	12	18	66
Jumping Mouse (Brinnon): Kids						4	6	9	11	10	14	54
Jumping Mouse (Chimacum): Caregivers											21	21
Jumping Mouse (Chimacum): Kids											14	14
Nurse Family Partnership	54	66	58	62	60	64	54	33	22	21	31	525
Pfeiffer House									3	11	7	21
The Benji Project											162	162
Transformations by Olympic Angels											17	17
School-Based Mental Health	132	180	145	192	243	187	255	156	131	144	207	1972
Recovery Café							11	45	109	130	147	442
Behavioral Health Court			32	38	31	33	26	29	20	24	29	262
Believe in Recovery							136	102	104	126	109	577
Believe in Recovery Mobile Unit											27	27
Fire CARES											369	369
Drug Court			57	60	54	52	55	35	27	25	26	391
Family Therapeutic Court			3	7	4	5	4	5	3	3	3	37
Discovery Behavioral Health Housing						6	6	4	4	3	5	28
OlyCap Housing						12	46	43	28	27	51	207
Total	362	533	611	636	670	665	879	701	715	956	1507	8119

Please note that Totals do not account for duplication of individuals served across years or programs and only accounts for programs receiving continuous funding until present.

DC Pete Brummel

Special Operations Training Delivery

Overview

The month of June was dedicated to delivering three special operations classes to EJFR personnel and external fire agency participants. The classes were budgeted for 2024 and included 4-9 EJFR personnel per class as well as shift backfill or overtime, and instructor costs. The training supports *EJFR's Strategic Plan Initiative 3 "Provide additional services to increase community health and well-being, and subsection 3.1 "Increase our self-reliance and address unique regional risks by making strategic investments in our special rescue teams". Additionally, the classes strengthen regional preparedness and resiliency with neighboring fire agencies in Clallam, Kitsap and Jefferson counties.*

Rescue Systems 1 (RS-1) June 10-13

Planning and logistics hours (DC Brummel) 48 hours Class delivery and training contact hours: 40 hours Instructor: DC Brummel, Lt. McGuffey (day 2)

Agency participation: EJFR, Clallam FPD#3, Clallam FPD#2, North Kitsap Fire & Rescue

EJFR personnel trained: 4

Total EJFR personnel with operations certification to date: 20

Operations

RS-1 is a 40-hour curriculum designed to meet NFPA 1006 and 1670 standards for "operations-level" response to structural collapse incidents and emergencies. Personnel were trained to recognize structural collapse threats, provide capabilities to move large objects, breach and break concrete, cut and burn steel, build emergency shoring such as window, door, spot shoring, sloped floors, etc. and is based on U.S. Army Corps of Engineers Urban Search and Rescue (USAR) and FEMA curriculum. Training occurred at Clallam FDP#3 training site.

Rope Rescue Technician June 17-21 & 24

Planning and logistics hours (DC Brummel, Lt. Gregory) 30 hours

Class delivery and training contact hours: 48 hours

Instructors: Tom Pendley, Desert Rescue Research and assisted by DC Brummel and Lt. Gregory.

Agency participation: EJFR, Bremerton Fire, North Kitsap Fire & Rescue, Clallam FPD#3 EJFR personnel trained: 6

Total EJFR personnel with technician certification to date: 24

Rope Rescue Technician is a 48-hour curriculum designed to meet NFPA 1006 and 1983 standards and WAC 296-305, for rope rescue "technician-level". Personnel are trained in basic and advanced rescue techniques using life safety rope, software, hardware and other specialized equipment. Competencies are performed with building high angle rope rescue systems over cliffs, tree climbing rescues, canyons and building structures. Training locations occurred at EJFR training tower, Mt. Zion, EJFR Station 7 and Ludlow Falls.

Confined Space Rescue Technician June 25-28

Planning and logistics hours (DC Brummel, Lt. Gregory) 30 hours

Class delivery and training contact hours: 32 hours

Instructors: Tom Pendley, Desert Rescue Research and assisted by DC Brummel and Lt. Gregory.

Agency participation: EJFR, North Kitsap Fire & Rescue, Central Kitsap Fire & Rescue,

Clallam FPD#3

EJFR personnel trained: 4

Total EJFR personnel with technician certification to date: 16

Confined Rescue Technician is a 32-hour curriculum designed to meet NFPA 1006 and 1983 standards and WAC 296-305 for confined space rescue "technician-level". Personnel are trained in basic and advanced rescue techniques using life safety rope, software, hardware and other specialized equipment. Competencies were performed by recognizing permitted and non-permitted confined spaces, atmospheric hazard surveys, rapid rescue access into small spaces on SCBA and supplied air, building mechanical advantage systems for extrication of victims. Training occurred at EJFR Station 7, WSDOT Hood Canal Bridge, Clallam County FPD#3 prop and Olympic Water & Sewer lift station at the Port Ludlow Marina.

Meetings and Events

6/3 JeffCo Fire Chiefs (2hr)

6/4 LNI FIIRE Program Rep site visit (in-person) (3hr)

6/6 RS-1 prop build out and logistics at site (10hr)

6/7 RS-1 prop build out and logistics at site (8hr)

6/11 LNI FIIRE monthly meeting (virtual) (1hr)

6/19 EJFR BOC Meeting (2hr)







Date Prepared: 7/9/24

Subject: Human Resource Report

Prepared By: Emily Stewart

& Training:	
Ca Truming.	• 6/4 CBA Negotiations
	6/10 Finance Director Interviews
	6/12 Sharp Archive Mtg
	6/13 MERP Dashboard Training
	• 6/17 & 6/18 Finance Manager Interviews
	6/20 Post-Board Mtg Mtg
	6/20 Commish & Admin Mtg
	• 6/21 CRR Mtg
Presentations /	6/14 Retirement celebration for Tracer, Kosiuga & Schumann
Tours/Other/Misc.	6/15 Smoke Alarm installs
	 6/23 – 6/28 Remote Deployment to Gold Creek Fire Finance Section
	6/24 Training Photos @ Ludlow Falls
	6/26 Training photos @ Hood Canal Bridge
Human Resources:	6/24 Facilities Tech paperwork
	6/28 Finance Director paperwork
	Other HR:
	Prep for new employee onboarding
	Policy/Guideline review
	Volunteer assistance
	Upcoming:
	 Volunteer testing/onboarding – 16 applicants
	 SOG Updates: Finance/procurement, Safety Committee, Drug-free workplace,
	Data/stats definitions and guideline
	 Anti-discrimination updates for website – in progress
	 Update of Safety Committee process/paperwork

EJFR Staff and Volunteers, June 2024

Jul-24	A SHIFT	B SHIFT	C SHIFT	
BC	1-MacDonald	4-Clouse	7-Fletcher	
LT	6-Rogers	1-Lueders	1-Kilgore	
LT	7-Kauzlarich	5-Gregory	5-W. McGuffey	
LT	8-Sanders	6-Grimm	8-Martin	
LT	2-Morris	7-Chambers	2-Dean	
LT	3-Carver	8-White	4-Dalrymple	
PM	4-Whiting	5-Yelaca	2-Spellman	
PM	3-Minker	7-Wagner	6-C. Johnson	
PM	6- Pulido	8-Welander	7-Rudnick	
PM	7-Ponte	2-Whitson		
FF	1-Secondez	2-Kithcart	1-Holbrook	
FF	2-Walker	2-Kinney	3-Parker	
FF	4-Cordova	3-G.Williams	3-Sheehan	
FF	5-B.Grimm	4-Severin	4-Kaldahl	
FF	7-Sviridovich	6-Fairbanks	6-Richter	
FF	8-Archuleta	8-P. Williams	7-Beery	
FF	8-Wright	8-Boe	8-Chapman	
FF	2-Jeske	3-Floberg	2-Le	
FF	5-N. McGuffey		2-Wells	
FF			8-Heydon	
Res	Sanchez	Bazinet	Brebberman	
Res	Dotson	Dower	Bentzen	
Res	Barton			
MSO	FF/PM Ridgway			
Cares	FF/PM Woods			
	Captain Bergen FF/PM			

Total	I 59
-------	------

Admin			
Chief	Black		
DC	Brummel		
CRM	Wittenberg		
DS	Cray		
HR	Stewart		
FM	Ysseldyke-All		
AA	Sanders		
AA	Murray		
Total	8		
Volunteer	Position(s)		

Total	8
Volunteer	Position(s)
BERRY	Admin
CHAPMAN	Admin
DAWSON	Admin
DOOLIN	Admin
HORVATH	Admin
KEPLINGER	Admin
TILLMAN	Admin
Total	7
AVERY	EMS
BLANCHARD	EMS
GONNELLA	EMS
SHORT	EMS
STEWART	EMS
REICHHELD	EMS
Total	6

Volunteer Position BUCKHAM FF/EMS DUKE FF/EMS MCNERTHNEY FF/EMS MONTONE FF/EMS NOKES FF/EMS STEWART FF/EMS STONE FF/EMS THOMAS FF/EMS				
DUKE FF/EMS				
MCNERTHNEY FF/EMS				
MONTONE FF/EMS				
NOKES FF/EMS				
STEWART FF/EMS				
STONE FF/EMS				
THOMAS FF/EMS				
Total 8				
BARTON FIT				
BAZINET FIT				
BENTZEN FIT				
BREBBERMAN FIT				
DOTSON FIT				
DOWER FIT				
BARTON FIT BAZINET FIT BENTZEN FIT BREBBERMAN FIT DOTSON FIT DOWER FIT SANCHEZ FIT Total 7				
Total 7				
ANDERSON Support/				
HARTE Support/	EMS			
MOORE Support/	EMS			
Total 3				
BACKUS JACKSON Support				
HARTE Support/ MOORE Support/ Total 3 BACKUS JACKSON Support BETHEL Support				
Total EJFR Members 118				

Volunteer	Position(s)
COULTER	Support
DUDDY	Support
FLANAGANMATA	Support
FLEISCHMAN	Support
FORCE	Support
KIER	Support
KRYSINSKI	Support
MATACHACON	Support
MICHELSON	Support
NATHAN	Support
SMITH	Support
T	otal 13

	IOtal	13
Commissioner		District
Carmody		1
Clemens		1
Craig		3
Davis		1
Masci		4
Seabrook		2
Stinson		5
	Total	7

Total Career FF	59
Total Admin staff	8
Total Volunteers	44
Total Commissioners	7



Date: 6/1/24-6/30/24

Subject: Finance Report

Prepared By: Terri Ysseldyke-All

Treasurer's Report reconciled 12 record requests Payroll audit Billing Fire CARES Grant Invoicing GEMT Webinar AWC Grant Interviews Paramedic Students' Apartment Search

Meetings and Other Events

- 6/18/2024 Board Meeting
- 6/20/2024 Post BOC Meeting Review
- 6/20/2024 Fire Commissioners and Administrative Professionals Meeting

Other

Fire CARES Grant Funding Available for June – December 2024

Qtr 2 June	BHAC 1/10 of 1% (goes thru Dec 2024)	OCH (No time limit)	AWC (Ends June 30, 2024)
Starting Funds	\$50,000.00	\$118,214.68	\$153,198.66
January	\$5,648.83	\$0	\$27,455.60
February	\$872.30	\$3,100.00	\$24,181.20
March	\$965.89	\$3,100.00	\$23,381.20
April	\$1,045.09	\$5,087.23	\$26233.50
May	\$260.05	\$3,700.00	\$24,337.00
June	\$350.19	\$4,177.52	\$20,744.00
	4	400 000	\$6,866.1 (not able to spend) New Amt Starts July 1
Funds Available	\$40,857.65	\$99,049.93	\$202,125.00

A continuation of the AWC grant from July 2024 to June 2025 has been approved for \$202,125.

Date Prepared: 7/9/24

Subject: Executive Assistant/District Secretary Report

Prepared By: Tanya Cray

Meetings & Events:	 6/4 Negotiations 6/11 Agenda Prep 6/18 BOC Meeting 6/20 JC Commissioners and Admin. Meeting 6/20 Post BOC Meeting 6/25 Meet with Dist 2 re: ALS ILA
Notable Projects	 PL Voice Submission Board Meeting packet preparation St 7 Archive Project GovDeals – Post and Monitor Items District 1/2 ALS ILA Review Completed 2 Records Requests RFP for IT Services
Highlights	 Completed WFCA Wage & Benefit Survey Sold our 1st item on GovDeals – Set of 3 Tires

EJFR Governance Board Page 1 of 1

Date Prepared: 7/5/24

Subject: Community Risk Division Report

Prepared By: Robert Wittenberg

Presentations,	6/8 Salish Coast Elementary Place Based Learning Festival
Public Education, & Events	6/9 Chimacum Farmer's Market Fire Extinguishers.
	6/10 Smoke Alarm Installation Campaign in Port Ludlow
	6/10 Meeting with Bay Vista Condo HOA regarding BBQs on Decks
	6/11 Fire Extinguisher Training at Finn River
	6/11 Fire Safety Presentation at Towne Point Community Center
	6/18 Firewise Assessment – Towne Point
	6/21 Chimacum Primary Field Day
	6/29 Port Townsend Farmers Market - Sidewalk CPR
	7/1 Northwest Maritime Center Staff Safety Presentation
	7/2 Rose Theater Staff Safety Presentation
	7/5 South Bay Club Breakfast Meeting
	• 7/6 Port Townsend Farmer's Market – Calling 911
Community	6/12 Tour of JeffCom with Erin Murray
Partnerships	6/17 6/24 Planning meetings for All County Picnic
	6/18 Meet with Cape George Association at Station 3
	• 7/3 Airport Day Meeting
	7/5 Meeting with Jefferson County Farmers Market
Government Partnerships	6/6, 6/13, 6/20, 6/27 New Development Review with City of Port Townsend
	6/14 Steampunk Festival Grounds Inspection
	6/20 Wildfire Coordination Planning: DNR, QFR, Mason Co Conservation District
	7/1 Jefferson County Chiefs Meeting
Public Information Officer (PIO)	6/11 Press Release regarding Community Risk Division Launch
	6/17 KPTZ Interview with Chief Black regarding Wildfire Preparations
	6/21 Second KPTZ Interview with Chief Black and County Commissioner Heidi Eisenhour
	regarding Wildfire Preparations
	6/26 Updating website for County Fire Danger Levels
	Facebook – Post Reach: 7,700 – 3,264 Followers
Social Media Engagement:	Instagram – Followers 636
Inspections Investigations	6/20 Meet with Chief Wayne Kier re: Fire Investigation Rig and Response

EJFR Governance Board Page 1 of 1

Date: July 8, 2024
Subject: MSO Report
Prepared By: Tammy Ridgway

MSO Administrative Meetings	 Monthly meeting with JGH for quality control Weekly meetings with Dr. Carlbom EMS Council Officers meeting Opioid Planning Retreat Stronger Together Regional Meeting Controlled substance accountability Ending Stigma with CARES team County EMS training group meeting Meeting for new medic placement
Continuing Education/ Training	 EMS connect and other required training Life Pack 35 hands on demo
Administrative Duties	 Supplies/Medications/Controlled substance audits QA/QI New Hire orientation
Public Engagement, Planning and Ongoing Projects	 Healthcare, community and social services class at Chimacum High School Leave at home Narcan program Code stat reports Firehouse Tour for A&P Class

Date: 7/8/2024

Subject: Battalion Chief 11 Report

Prepared By: Jason MacDonald

BC 11 Administrative Meetings	 Daily Shift meetings Once per tour visit to all stations for crew contact and assistance JeffCom Director Regarding PSAP times Online with ESO tech regarding PSAP times
BC 11 911 Responses	 "A" Shift Responses 156 BC11 responded to 11 incidents in the last month 1 Structure Fires (170 Rainier) 1 Marine Rescue 1 MVC
Continuing Education/ Training	 A-Shift training 825 hours completed EMS connect Multiple members completed (Haz Mat Ops, RS1, Confined Space, and/or Rope Tech) Section 5 for one PFF successful completion Ongoing Shift level training and scheduling EVIP annual drive proficiency all members MCO drills Strip Malls all members
Administrative duties	 Shift based training oversight and compliance Staffing and Callbacks ESO Insights Dashboards ESO to CAD transformer completed, and functioning for all Jefferson & Clallam FDs
Planning and ongoing projects	 Cross staffing and crewforce (Lt. Kauzlarich/MacD) Response Plans and Station Assignments (Kauz/MacD) Wildland PPE inventory and inspections (Sanders) On going meetings with ESO, Jeffcom IT, and Jeffcom Director Stewart regarding multi county PSAP time conversion issue

June 2024 Board Report

BC11Report

Program	Budgets
Update	

Program Budget	BARS	Amount	Spent	Remaining
CrewForce (Kauz)	522 20 41 0200	\$4,000.00	\$0.00	\$4,000.00
Radios (Kauz)	522 20 42 0102	\$25,000.00	\$0.00	\$25,000.00
SCBA (B. Grimm)	522 20 31 0300	\$25,070.00	\$10,000.00	\$15,070.00
Wildland (Sanders)	522 20 35 0050	\$16,048.00	\$2340.09	\$13,707.91
Small Tools (Morris)	522 20 35 0100	\$8,000.00	\$1,223.01	\$6,776.99

Date: July 3rd, 2024

Subject: BC-12 Report

Prepared By: Justin Clouse

BC Administrative Meetings	 Daily Shift Meetings At least once per tour visit to each station for crew contact and assistance Weekly administrative staff meetings IFSAC Testing meeting Meetings with other facility maintenance managers Apparatus Committee Meetings 2nd Quarter officers meeting
BC 911 Responses	 Responded to 8 incidents in June, (was on vacation for 2 rotations). Established or assumed command of 4 of those incidents.
Continuing Education/ Training	 Daily Shift level training EMS Connect Probationary Manual with 2 New Hires Acting Lieutenant Task Book with 2 Sr. FF's Base Station
Administrative duties	 Shift based training oversight and compliance Staffing and callback Run Shift Training reports ESO report review Run multiple IFSAC test for Kitsap Academy Facility Maintenance program development
Planning and ongoing projects	 Training Committee IFSAC Testing Technical Advisory Committee IFSAC testing- IFSAC HMA, HMO, FFII and Instructor I tests Budget proposals

Nothing new to report.
Got the new Paramedics fitted and gear ordered.
Had multiple employees participate in Rescue systems I, Confined Space Rescue and Rope Rescue training classes.
Nothing new to report.

Date: 7/6/24

Subject: Battalion Chief 13 Report

Prepared By: Justin Fletcher

BC 13 Administrative Meetings	 Daily Shift meetings Several Apparatus Committee Meeting Brush Truck Build Meeting Interview with Finance Director Candidate Engine Spec Meeting with True North New Medic Placement Meeting
BC 13 911 Responses	 Responded to 26 incidents in June Detached garage fire 331 W Kinkaid
Continuing Education/ Training	 Shift level training (C Shift completed 565 hours of training) Probationary Testing for Heydon
Administrative Duties	 Several apparatus updates see separate report Callbacks for normal staffing and coverage for training Discussions with shift regarding crew movement which went into effect 6/17
Volunteer Program	Discussions with Lt Dean and Lt McGuffey regarding next steps for volunteer transition to include onboarding process of applicants. Testing to begin in August

Program Budget	BARS	Allocated	Spent	Remaining
Extrication Tools (Dean)	522 22 35 0100	\$50,000.00	\$37,132.19	\$12,867.81
K- Saw (Dean)	522 22 35 0100	\$1,500.00	\$-	\$1,500.00
Mowers/Maintenance Kubota (Dean)	522 22 35 0100	\$17,000.00	\$-	\$17,000.00
PPV Fans (Dean)	522 22 35 0100	\$9,200.00	\$9,524.43	\$(324.43)
Desert Diamond/Warthog (Dean)	522 22 35 0100	\$4,000.00	\$-	\$4,000.00
Chain Saws (Dean)	522 22 35 0100	\$3,000.00	\$-	\$3,000.00
Pressure Washers (Dean)	522 22 35 0100	\$1,200.00	\$-	\$1,200.00
Salvage Covers (Dean)	522 22 35 0100	\$4,500.00	\$-	\$4,500.00
Battery Operated Construction Tools (Dean)	522 22 35 0100	\$3,000.00	\$520.82	\$2,479.18
Grommet Maker (Dean)	522 22 35 0100	\$300.00	\$-	\$300.00
Saw Chain Spool (Dean)	522 22 35 0100	\$2,000.00	\$-	\$2,000.00
Tool Repair (Dean)	522 60 48 0100	\$2,500.00	\$-	\$2,500.00
Small Engines Maintenance OT (Dean)	522 20 35 0100	\$4,100.00	\$-	\$4,100.00
Ladder Maint/Upkeep (Parker)	522 22 35 0100	\$2,500.00	\$-	\$2,500.00
Ladder Storage Racks (Parker)	522 20 31 0200	\$1,000.00	\$-	\$1,000.00
Hose/Ladder/Nozzle Testing (Fletcher)	522 10 41 0700	\$19,000.00	\$17,051.33	\$1,948.67
Hose/Ladder/Nozzle Testing OT (Fletcher)		\$5,000.00	\$-	\$5,000.00
Trailer Towing Equipment (Fletcher)	522 60 48 0300	\$3,500.00	\$2,238.73	\$1,261.27
Station 4 Driveway Upgrades (Fletcher)	522 50 48 0100	\$400.00	\$-	\$400.00
Fuel - Marine partially approved (12,000 for trng) (Dalrymple)	522 20 32 0150	\$14,000.00	\$161.76	\$13,838.24
Engine Maintenance Guardian (Dalrymple)	522 60 48 0650	\$2,500.00	\$1,876.64	\$623.36
Pump Maintenance Guardian (Dalrymple)	522 60 48 0650	\$2,000.00	\$-	\$2,000.00
Hull Maintenance Guardian (Dalrymple)	522 60 48 0650	\$7,000.00	\$6,049.56	\$950.44
Hull check/maintenance Marine 7 (Dalrymple)	522 60 48 0650	\$1,500.00	\$1,856.18	\$(356.18)
Upgrades for Marine 7 (Dalrymple)	522 60 48 0650	\$7,200.00	\$1,257.65	\$5,942.35
AIS Transceiver class B (Dalrymple)	522 60 48 0650	\$4,500.00	\$-	\$4,500.00

Date: July 7, 2024 Training Report

Submitted by: Captain Trevor Bergen

Overview	Meetings		
	9-		
	2 nd Qtr Strip Mall MCO		
	Kitsap Fire Academy Graduation!		
	Rope Technician Class.		
	Launched 3 rd Qtr Credential		
	NWCG Firefighter II field day		
Meetings	MSO and Highschool		
	Recruit Evaluations		
	New Paramedic Placement		
Training	Probationary Testing- Onboarding of three Paramedics, they spent the		
	first month on day shift learning about the agency and apparatus. Focused on Firefighting skills and training.		
	Month 5 exam: successful practical and written.		
	Emergency Vehicle Incident Prevention 3.0- Vol Mike Hart and myself enjoyed EVIP 3.0 training at station 5 via a zoom style class and written test. We both passed and are EVIP instructors.		
	Firefighter in Training (Fit)- Final Fit Evaluations from Fire Academy have been positive and I attended Graduation on June 14 th .		
	The 4 Fits passed their IFSAC Firefighter 1 and Hazmat awareness and operations.		
	Technical Rescue Classes- I participated in a great Rope Rescue for 6 days with 6 other EJFR students. D/C Brummel instructed with Subject matter expert Tom Pendley. RS1 and Confined space also happened making for a busy three weeks.		
	NASBLA Boat- East Jefferson is hosting a regional delivery of NASBLA's B.O.A.T class in July. Did a site visit in preparation for the class.		
	3rd Quarter Credential- Launched the 3 rd quarter credential on July 1 st . It contains the required training for the quarter to be delivered to Career members.		

Training Continued

2nd **Quarter MCO Strip Mall-** Created the MCO lesson plan for 2nd quarter MCO that was delivered across all three shifts. Participated in the MCO that had a rescue in an adjoining occupancy.

Wildland Field day- Engine Boss Curtis Sanders accompanied two Firefighters to a wildland Field day the last step in getting their Red Card.



CRR Committee Friday, June 21, 2024, 1000-1100

Minutes

- Call to Order 10:02am
- Attendees: Robert Wittenberg, Erin Murray, Emily Stewart, Bret Black, Deborah Stinson, Ed Davis, Caton White, Justin Clouse (Dahti Blanchard on Vacation)
- Approval of Meeting Minutes D. Stinson moved to approve minutes from 02/02/2024, second by B. Black
- Purpose of this Committee Risk Prevention, hoping to expand program.
 - Already doing more presentations with HOAs, business and other groups.
 - o Continuing to organize smoke alarm installs and pub ed events.
 - Need a volunteer representative on the committee.
- Public Education Van To be used for anyone traveling to/hauling items to Pub Ed events
 - o Working on signage, goal of mission, logo and seasonal messaging on it.
 - Need to design inside storage for efficient travel and response to events
- Current tasks
 - o Robert working on wildfire, fireworks and burn restriction messaging, new NFDRS graphic
 - Burn Restriction instead of "ban"
 - County Commissioner approval no longer needed to implement restrictions. July 1 will be the default moderate level restriction implementation date. Resolution to extend it by Co. commissioners.
 - Farmers Markets CPR and specific messaging
 - Working with JeffCom for 1 PT and 1 Chimacum farmers market
 - Discussion on emergency information from phones
 - County Picnic Scenario based
 - o Fire Rescue Fest -
 - Location change to uptown, Clouse working on layout plan
 - Time 10-16:00, Opening at 10 at Bell Tower and events on the hour after in front of Sta 1
 - Chief to contact Christa regarding singing National Anthem
 - Caton to contact Puget Sound Pipes and Drums for opening ceremony
 - Erin to contact Dahti for brothers' info for opening ceremony
 - Robert to contact Amanda at Farmer Market for partnership details
 - Emily to contact Library regarding their participation
 - Permit Chief will loop in Erin and Robert on process
 - Banner week of 09/23, need to order
 - Contact partner agencies for booths Emily checking on list
 - Coloring Contest -
 - Request art drawing for coloring page from art schools?
 - Include original art in contest submissions
 - County Safety Trailer -
 - Staff w/ Volunteers?
 - Find out if repairs are needed, bring to fair for trial run
 - Demonstrations -
 - Clouse purchased 1888 hand pump, possible use w/ horses pending insurance clearance
 - Hoses make and break
 - Others?

Overview

 During the March BOC meeting the board approved the following financing option moving forward with apparatus purchases

Adjusted Financing Scenario #2			
Equipment for Financing	Estimated Total Cost	Est. Delivery Date	
2 Fire Engines	\$2,285,000.00	Jan-26	
Brush Truck	\$175,000.00	Spring '25	
Ambulance	\$275,000.00	Winter '25	
Rescue	\$250,000.00	Winter '25	
	\$2,985,000.00		
Purchase Outright - Using	a portion of the \$380,000 budge	eted in 2024 for Financing	
payments			
Chief SUV	\$50,000.00	Purchased	
Maintenance Truck	\$70,000.00	Purchased	
PIO Van	\$50,000.00	Purchased	
	\$170,000.00		
Total	\$3,155,000.00		

Specific Apparatus Updates

- Fire Engines
 - o Budgeted for \$1,142,500 each for a total of \$2,285,000
 - After the third attempt we have received a drawing that will meet all of our needs and we feel satisfied with.
 - Overall length increase of 4"
 - Keep current wheel base
 - Increase compartment space
 - See Picture attached
 - True North Emergency Equipment are finalizing the contract for review to sign and should be signed by 7/10

Ambulance 4x4

- o Budgeted for \$275,000
- An ambulance build meeting took place on 4/9 and ideas were derived to better meet our needs with our current ambulances.
- A design meeting occurred with Braun NW and we are awaiting on drawings and spec sheets back and total cost estimate.
- Should have a price, spec and drawings by end of July

Medium Duty Rescue

- o Budgeted for \$250,000
- Internal build meeting was held on 4/5 to identify needs for vehicle.
- Visit and build meeting to Braun was had on 5/2, still awaiting drawings and estimates.
- Should have a price, spec and drawing by end of July

Brush Truck

- o Budgeted for \$175,000
- The vision is to build something similar to a DNR spec that increases storage space from what we currently have.
- A meeting was held with Mallory on 6/7 and we are awaiting concept designs
- Should receive a price, spec and drawing by middle of July

Staff Vehicle

- Budgeted at \$50,000, purchased for \$36,525.38 and received on 5/17/24
- A change in distribution of staff vehicles will occur after this vehicle is put into service.
- Graphics are being created
- Light and siren package have been received we are waiting on the radio to arrive and is estimated to arrive in late July.
- Installer has been identified and when remaining parts arrive they will need two days to install.

Facilities Maintenance Technician Vehicle

- Budgeted for \$70,000, purchased for \$46,595.52 and received on 5/22/24
- o The van is a former Hertz rental van with only 11,000 miles
- Awaiting lettering
- Briefed with Chad Lawson about his vehicle and he is working on purchasing items that he needs for the interior shelving and tools

PIO/Public Education Van

- Budgeted at \$50,000, purchased for \$39,733.41 and received on 5/28/24
- o Purchased a new 2023 Ford Transit Connect with cargo storage in the rear
- Working with CRM Whittenberg on what the decaling will look like and then I will work on ordering.

Surplus Apparatus and Equipment

2019 Horton Terrastar Ambulance

- The apparatus has been listed with Brindlee Mountain Fire Apparatus who provided us with comparable apparatus' selling prices. They handle all marketing and receive a 10% commission at time of sale.
- We have reached a verbal agreement with Hope Mission out of Calgary, Canada.
 They provide a service of transporting homeless members from thier missions to
 hospitals and have been looking for a new vehicle that will help them continue
 with their mission.

1999 Chevrolet Suburban

- Vehicle was placed on GovDeals and did not meet the reserve price.
- We contacted the highest bidder and offered the vehicle to them at their bid price and they declined purchase.
- Vehicle was reposted on GovDeals and the winning bidder messaged us stating that they did not have the finances to purchase the vehicle. The next highest bidder also declined purchase of the vehicle.
- Next steps for the vehicle are currently in discussion.

Various Apparatus Tires

- The tires taken off of Tenders 7 and 8 were regrouped and relisted on GovDeals.
- All three lots met their reserve price. One lot was paid for and collected. Another lot has been paid for but collection has not been scheduled yet. The other lot has yet to be paid for.

2001 Ford Econoline Ambulance

- This vehicle is the former interfacility transport vehicle and has since been replaced by a new ambulance. It has not been in service for over a year and was going to potentialy going to be repurposed as a temporary facilities tech vehicle. Now that we have purchased a facility tech van there is no longer a need for this vehicle.
- Vehicle has been surplused by BOC and currently making arrangements to remove all of the decaling from the vehicle and then post on GovDeals



DIRECTOR'S REPORT

June 27, 2024

❖ Projects:

Radio consoles:

- ◆ Installation began last week with contractor onsite assembling equipment. Programming of the system interfaces is planned for this second week. Dates to bring the system online (whether for dispatcher radio interface or for paging) have not been determined as of this writing.
- Rich and Mike attended system training the first week of June.
- ♦ IT did extensive preparation for implementation, including reconfiguration and cleanup of dispatch-console cabling, testing equipment options and purchasing some ancillary equipment.
- ◆ Lt Kauzlarich at EJFR has been assisting with cleanup of paging tones in preparation for programming those into the new system.

Policies and procedures:

- ◆ Update of dispatch SOP manual is moving to Communications Supervisor, then Director for finalization.
- Emergency-medical dispatch criteria are on the list after regional EMS protocol revision. Working with MPD on a proposed schedule for periodic meetings to review each procedure and its ALS and BLS criteria on a regular basis.
- ♦ Finance Manager job description has been drafted including Clerk of the Administrative Board duties and will be proposed for consideration by the Board shortly. Work continues to revise and streamline finance procedures.
- **Goats:** Landscaping goats cleaned up the brushy Port Townsend tower site, but extensive manual clearing remained to be done after the goat treatment.
- **Social Media:** Facebook page has been recreated and is active, as is the archiving service. Adopted policy was distributed to staff.
- **Strategic plan:** Continuing discussions and research, including ongoing board conversations about funding mechanisms.













DIRECTOR'S REPORT June 27, 2024

Budgetary Items:

Recruiting: CO trainee hired January 7 was assigned to her own shift at the
beginning of June. Three applicants are through background and in final testing –
the first two of those will start in coming weeks. Other applicants did not
progress through background due to a lack of references and responses.

- **Current staffing** is eight full-time, non-trainee communications staff, bringing days and nights to four COs each. This means everyone is on a normal 4/3/3/4 schedule except when covering for leave and training. We continue to benefit from assistance from three part-time employees, particularly one who works key shifts to provide time off to others, and two JCSO deputies.
- CAD maintenance billing corrections by Tyler are nearing completion. The corrections eliminate from the Jeffcom invoice those items that are shared with Pencom and should only be billed once to the City of Port Angeles as the lead agency. The credits resulting from the corrections are being calculated back to the beginning of the CAD consolidation. A significant portion of Jeffcom's credit (somewhat more than one third of it) is owed by Jeffcom to Pencom for our portion of those items that are billed once to them for the joint CAD so will be applied to the Pencom invoice for 2024. The remainder will be applied to the Jeffcom 2024 invoice and may nearly equal the entirety of this year's maintenance costs.

Health, Safety and Quality of Life:

- May communications-staff overtime was 312.5 hours among the seven full-time, non-trainee employees on staff that month.
- Working on setting up an online store for uniform shirts with new logo from which staff can order their allotment.
- Found Therapy Services, which focuses on first-responder mental health, will begin sit-alongs in the center in July followed by local confidential appointments offsite. Staff will also be encouraged as this relationship grows to contact Found Therapy directly using insurance for in-person or telehealth visits if they wish for additional individual care. Other agencies would be more than welcome to participate in the offsite appointment days, which would spread the costs between agencies and increase appointment availability to our employees.

External Relationships:

- **Jeffcom-Pencom ILA:** Has been signed and returned to Pencom. We will likely need to negotiate an amendment to include joint payment of some Tyler invoices as that issue is resolved, and this may be paired with negotiating a replacement for the long-ago terminated Jeffcom-Tyler contract.
- Public Education: With staffing on slightly firmer footing than last year, we can resume in-person public education to both children (basics of calling 911) and adults (911 versus non-emergency reports, cell hangups, text to 911 and mobile-

DIRECTOR'S REPORT June 27, 2024

phone health profiles). Marlo is working on a schedule of attendance at fairs, farmers markets and schools. We are interested in collaborating with agencies at their events.

- **Fire response plans:** Pencom and its agencies are very interested in paying Tyler to deliver in-person training for dispatch, IT and fire personnel on complex response plans. Intent is to make them more adequately reflect actual interdistrict agreements and command intent for initial and auto-aid dispatches and subsequent mutual-aid dispatches and both counties want to formulate those ideas before scheduling the training so it can be effective and focused on our needs. I am interested in meeting with each fire chief and/or each district's CAD power users who may attend such training to work through some response-plan scenarios.
- **Jefferson County Fire Commissioners** presentation last week provided an opportunity to advise the commissioners, chiefs and administrative staff about Jeffcom's staffing, funding and planning.
- Medivac providers have both given Jeffcom dispatchers access to their online
 dispatching systems, which can be used in place of phone calls to request and
 cancel flights. We continue to work with both providers to clean up the list of LZs
 shown in those dispatching systems and to address communication problems
 during launch requests.

User Group meeting June 18

- ♦ Attended by JCSO, PTPD, EJFR, BFD, DBVFR and the MPD.
- ♦ Discussed operational issues including priority traffic, calls regarding injured wild animals, and facility contact information.
- ◆ Discussed projects with EJFR including coming improvements to ActiveAlert paging of fire personnel, CrewForce selection of destination hospitals, unit move-ups from one station to another and testing for cross-staffed stations.
- ◆ Discussed latest medivac issues, with only one provider now offering true standby service and another provider changing destination hospitals.
- Discussed radio issues, including continued efforts to obtain programming files so they can be modified by Kenwood to correct the current repeater incompatibility and agreeing to bring all new makes and models to the User Group for technical evaluation before any agency purchases something new.

DIRECTOR'S REPORT June 27, 2024

CFS and Call Data: January 1 through June 24, 2024

• Fire/EMS calls by agency

Agency	CFS count YTD	CFS count LYTD
EJFR	2676	2712
QFR	273	247
BFD	255	238
DBVFR	60	69
Total	3264	3266

• Law Enforcement calls by agency

Agency	CFS count YTD	CFS count LYTD
JCSO	6100	6877
PTPD	4109	4032
Total	10209	10909

• 911 Call Pick-up Time (including test calls and redialing abandoned calls)

Pick-up Time	Call count YTD	Cum. % YTD	Standard
0-10 sec	8356	99.22	n/a
11-15 sec	41	99.70	90%
16-20 sec	15	99.88	95%
21-40 sec	10	100.0	n/a
41-60 sec	0	100.0	n/a
61-120 sec	0	100.0	n/a
120+ sec	0	100.0	n/a
Total	8422		

• 911 Call Averages

Metric	YTD Average
Ring time	3.40 sec
Hold time	1.20 sec
Talk time	104.53 sec

Non-911 Calls

Metric	YTD
Number of outgoing calls	4247
Number of incoming calls	9064
0-10 sec pick-up time	98.73%
Average ring time	3.61 sec
Average hold time	5.01 sec
Average talk time	103.36 sec

East Jefferson Fire Rescue: Implementation Tool

God	als	Short-term Action Steps	Lead	Key Milestones & Deliverables Notes
Initio	ative 1. Ensure our service le	evels and community expectations align with our fiscal resources.		
1.1	Refine and update our fiscal processes to ensure	 Establish an internal budget committee. 	FC/Finance Manager	 Internal Budget Committee Established summer/2022 Adopt related SOGs for permanence.
	our fiscal resilience.	 Update financial-related policies and procedures. 		 Credit Card and Procurement Updated 3/2023 Policy/SOG update March 2023
				 Establish external budget advisory committee
				 Establish financial forecast template
		 Empower program managers to run their projects with greater 		 Program workbooks establish March 2023
		autonomy while ensuring they follow financial practices.		■ 2024 workbooks posted on sharepoint
1.2	Seize opportunities to make more efficient use of	 Use software to optimize our resource inventory, including operations and maintenance, as well as repairs. 	■ Emily	 Sharepoint Spring/Summer Fall 2023 Migration to Sharepoint began 12/23
	existing resources.	Integrate software for resource management. CHECK-IT to be implemented for inventory and repair tracking	Lead -Wes LuedersPlus Pete/Tanya/Terri	 Check-it has been procured U.I. is being loaded with current inventory.
		 Maintain a strong culture of resource stewardship. 	■ Tanya/Terri	 Update capital replacement procedures and restore appropriate funding Adopted balanced 2024 budget.

God	ıls	Short-term Action Steps	Lead	Key Milestones & Deliverables	Notes
1.3	Build community support for revenue opportunities and provide robust ongoing public communications.	 Benchmark funding levels with comparable agencies. Set reasonable goals identified in our Community Risk Assessment (CRA) and community surveys. Start Community Service Specialist (CSS) work with existing personnel. Review and refine our community messaging and positions. Keep website and social media updated and look for opportunities to expand our social media presence. 	■ FC and Staff	 Update comparable analysis and maintain data Establish response standards, charter and policy statement AFG FP&S grant for CRS Expand efforts to reach out to various stakeholder groups such as DEM, NPREP, etc. 	 In progress In progress Completed 5/2023 Denied 12/23 4/11/24 CARES, SAFER, AFG, FPS grants have been submitted, almost \$3 million. Updating DEM & Jeffcom procedures 12/23 5/2024 EJFR created two new positions, CRM and CRA. 5/2024 CARES received \$202,000 from the AWC.
1.4	Continue to strengthen our relationship with our partners with a focus on aligning expectations and updating agreements.	 Meet with Jefferson County and the City of Port Townsend to clarify roles and responsibilities. Adapt our charter and Interlocal Agreements to meet the needs of the community and partners. 	• FC	 Update City & County ILAs Clarify and refine EJFR's roles and responsibilities 	 In progress, Fall/Winter 2023. City ILA expires 12/23 City ILA fee structure extended to July 24, is again being extended to initiate further collaboration. 4/11/24 Fire Prevention Services ILA will only include the City at this time. Final Draft approved by The City 6/2024

God	ıls	Short-term Action Steps	Lead	Key Milestones & Deliverables	Notes	
Initio	Initiative 2. Strengthen our core emergency response services.					
2.1	Adopt deployment performance goals as District.	 Establish performance goals as required RCW Title 52. Clarify our service model and standards district-wide for EMS and fire service, establishing density triggers or other criteria for applying urban/suburban standards vs. rural standards of service. 	■ FC/Admin	 Adopted minimum staffing January 2023 Establish other performance goals per Title 52 	 Completed 1/2023 Completed 5/2023 5/2024 implemented alternate ALS response plan. 	
2.2	Reduce call processing and crew turnout times to more closely align with best-practice goals.	 Establish realistic standards and monthly reporting. Use training and technology to facilitate compliance. 	FC & Staff	 Increase capability and capacity for staff to generate reports. 	 In progress Jeffcom CAD configuration updated 6/2024 improves the analytics. 	
2.3	Increase daily staffing to improve response performance and crew safety.	 Establish minimum staffing as required RCW Title 52 to include ALS/BLS. Optimize crew resource management and adapt our response plans to right size our response and increase our unit-hour utilization. Evaluate the advantages of a peak demand model and/or alternate shift schedule. 	■ FC & Staff	 Adopt policy in compliance with Title 52 Update Response Plans and Run Cards 	 Completed 5/2023 ALS response proposed 2/2024 4/1/24 New ALS response plan initiated. 	
2.4	Prioritize and implement resources to provide the best return to our customers.	 Maintain our Washington State Rating Board score in Fall 2022. Enhance related data capture. Identify substandard metrics, such as number of engines, volunteers, etc. Establish Training Officer position to enhance proficiencies and support professional development. 	■ Brummel	 Complete amended WSRB Rating DONE! 	 In progress, still working with WSRB. January 2024, TO is developing training plan 	

Goals	Short-term Action Steps	Lead	Key Milestones & Deliverables	Notes
2.5 Maintain EJFR's high EMS standards and return of spontaneous circulation rate.	 Work with established groups to formalize long-standing efforts, including: Community outreach and health promotion. Participate in local and regional committees to advance funding for alternative EMS services. Continue to leverage evolving best practices to enhance patient outcomes including CVA outcomes, cardiac recovery rates, etc. Maintain a strong culture of continuous improvement. 	■ MSO	 Re-ignite the CPR program Recruitment of new CPR instructors is underway Update Patient Care Procedures (PCP) and response procedures. 	 Initiated and growing MSO is working on several new and expanded efforts for layperson CPR. 2/2024 FC developing QI/QA SOG with EMS Council
2.6 Address immediate and long-term facility needs.	 Develop an interim facilities plan describing how we would invest levy funds beginning in 2024. This plan should address: Future uses/development of the undeveloped Jefferson County Airport parcels. Disposition of Harrison Street residence. Sold 11/2023 District Training, Fleet Maintenance, EOC and Dispatch facilities. Stations 12, 13 and 14 improvements or relocation. Station 15 improvements. Initiate planning to develop the Jefferson County International Airport site to prospectively include administrative offices and a fire station with an engine, EMS and Aircraft Rescue and Fire Fighting resources. 	■ FC	 Spring 2023, establish facility work group, prioritizing station improvements, facility development, locations and possible property disposal 	 Hiring of Facility Tec DONE 7/1/2024
Initiative 3. Provide additional	services to increase community health and well-being.			
3.1 Increase our self-reliance and address unique regional risks by making strategic investments in special rescue teams	 Increase trained responders to ensure we meet District-set minimum capability standards in identified risk groups. 	■ DFC Brummel	 Proposed for 2024 Budget 	 Two EJFR members accepted to Medic 1, fall of 2024. Three new FF/PM's hired 6/2024

Goals	5	Short-term Action Steps	Lead	Key Milestones & Deliverables	Notes
	Expand our fire prevention program to reduce risks to fire fighters and community members	 Prioritize crew visits to low frequency/high risk facilities. Initiate reengagement with the community for life/safety inspections. 	AC TracerTracer	 Resetting interagency roles Inspections were restarted in January 2023. Implementing interim fire prevention service contract with the City. 	■ CRM and CRA hired 5/2024
i	Partner with our community to prevent and respond to increasing wildland fire risks	 Continue to engage Jefferson County and the City of Port Townsend in establishing best practices and safety messaging to the community. Education may include topics such as Firewise landscaping and preplanning for evacuation. Support county-wide efforts to establish a Community Wildfire Protection Plan (CWPP). Improve our wildfire competencies among the workforce. 	■ FC	 Develop content and format for community messaging Messaging at Famer's Markets and other public outreach Collaborate with County/City partners and establish CWPP 	■ 4/1/24 CWPP is DONE!
	Collaborate with regional partners to establish a robust community risk reduction program	 Continue to apply community risk reduction principles in every call, every interaction with members of the public. Communicate the benefits of a robust community risk reduction program to community members in advance of the proposed 2023 levy increase. 	■ FC	 Pursue grant funding for CRS position Prepare Levy Initiative Working with EJFR Prevention to retool towards CRR initiatives 	 Grant submitted Completed 2023 and 2024 CRR committee established 12/24 4/11/24 EJFR Admin reorg, CRM recruitment underway. New support FTE (Erin).
	Collaborate with regional partners to establish a robust mobile integrated healthcare program	 Continue to seek funding opportunities and explore interest among key partners, including Jefferson County Public Health, Jefferson Healthcare and others. 	■ FC	 Pursue grants for continued CARES funding Cultivating input from various stakeholders We are supporting a grant proposal from BHC to analyze frequent callers and CARES impact. 	Completed 2/2023 In progress AWC CARES grant funded \$202K for 2024/25

God	ils	Short-term Action Steps	Lead	Key Milestones & Deliverables	Notes	
Initio	Initiative 4. Enhance our workforce resilience and development.					
4.1	Update EJFR's workforce practices identifying industry best practices that enhance the safety, health and wellness of our workforce	 Provide training for members of the Health and Safety Committee to include relevant standards, practices and legal mandates. Instill the 16 Life Safety Initiatives (LSI) into the organization as relevant. 	■ DFC Brummel	Seek funding and grants	In progress	
4.2	Establish the culture and resources necessary to support the mental and physical health and wellness of our team	 Establish a workgroup to recommend new and updated Standard Operating Procedures/Standard Operating Guidelines. Establish benchmark awareness training for all members. Continue to make incremental improvements in our fitness facilities. 	■ BC MacDonald	•	•	
		■ Broaden workforce participation in fitness/wellness practices.	■ Brummel	 Broaden annual medical evals and injury recovery 	 4/11/24 Ready Rebound Vitality assessments are complete. HealthForce medical assessments provided to all members 5/2024 	
4.3	Formalize and strengthen professional development and career track processes	■ Begin planning for medium-term efforts.	DFC Brummel & Training Officer	•	Training Captain implemented 1/2024	
4.4	Ensure recruitment efforts align with the needs of the organization	 Identify current and future retention and recruitment needs of the organization. Establish staffing and recruitment plans. 	■ E1	•	 2/2024 Establishing PM eligibility list. 4/11/24 Three new PM FTE's offered employment. 	

Please use the address below to access the Community Wildfire Protection Plan (CWPP)

https://jefferson-county-cwpp-jeffcowa.hub.arcgis.com/

CITY FIRE MARSHALL AND CODE OFFICIAL SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between EAST JEFFERSON FIRE & RESCUE ("EJFR"), and the City of Port Townsend ("City").

RECITALS

- 1. EJFR and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and
- 2. EJFR maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations "Fire Marshal Services"; and
- 3. EJFR provides Fire Marshal Services pursuant to RCW 52.12.031; and
- 4. The City desires to use EJFR's Fire Marshal Services to assist the City in managing the City's fire marshal needs.

AGREEMENT

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between EJFR and the City as follows:

1. Definitions.

- 1.1 City Point of Contact. The primary point of contact is the City Planning and Community Development Director (PCDD) as Fire Code Official for purposes of this ILA. The PCDD may designate a secondary contact as necessary when they are absent or unavailable.
- 1.2 Fire Chief. The appointed Fire Chief of EJFR.
- 1.3 Fire Marshal Services. The services identified in Section 11.1(a) of this Agreement.
- 1.4 Fire Marshal. The Fire Marshal designated by EJFR Chief to be the responsible official for providing the specific Fire Marshal Services enumerated in this agreement.
- 1.5 Fire Code Official. Relating to the enforcement of the provision of codes, enforcement authority falls to the PCDD or their designee. Unless otherwise modified in City code, the designee will typically be the City Building Official.

- 2. <u>Services</u>. It is the purpose of this Agreement to establish the framework to allow EJFR to perform the Fire Marshal Services set forth in Section 11 as required by the City to fulfil its statutory obligations to provide the Fire Marshal Services to its citizens.
- 3. <u>Compensation</u>. In consideration of this Agreement and the services provided, the City will compensate EJFR as follows:
 - 3.1 For Fire Code related services, the City will adopt the EJFR rate fee schedule in Resolution 24-026 for all Fire Marshal Services and, unless otherwise indicated, shall remit to EJFR 100% of the fees collected less any City administrative and/or technology fees collected in addition to the identified EJFR fee. The City shall be responsible for the billing and collection of all such fees. The City shall account for and remit all fees collected to EJFR on a quarterly basis.
 - 3.2 The City shall be responsible for billing and collection of all annual reinspection, operational permit, and related fees.
 - 3.3 EJFR fees shall be updated annually in the adopted fee schedule by City Council with an annual increase in accordance with the June-to-June CPI-U for Seattle.
 - 3.4 For Fire Investigation Services, EJFR shall provide the services necessary determine the general cause and area of origin within the scope of the NFPA 1021 at the company officer level at no additional cost. For investigations that require any more thorough investigation for a suspected crime, injury, negligence, etc. the City and EJFR will agree on a rate at the time of service. EJFR shall invoice the City within 30 days of the completion of an investigation and the City shall pay such invoice within 30 days of receipt.
- 4. <u>Administration of Agreement</u>. This Agreement shall be administered by the PCDD or designee and the Fire Chief or designee.
- 5. Designation of Fire Chief and Fire Marshal. For the purposes of enforcement of federal, state, and City laws relating to the provision of the Fire Marshal Services and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of Fire Marshal Services, the City hereby designates the Fire Chief of EJFR as the City's Fire Chief, and EJFR's Fire Marshal as the City's Fire Marshal. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of EJFR and EJFR shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal. EJFR, in consultation with the City, may complete an ILA with a third party to assist with Fire Marshal duties and remit fees collected by the City for said services.
- 6. <u>Communications</u>. The Fire Marshal will use reasonable efforts to keep the City's Point of Contact informed and apprised of problems and/or circumstances arising from the provision of Fire Marshal Services. The City's Point of Contact will use reasonable efforts to keep the Fire Marshal informed and apprised of circumstances within the City's jurisdiction that impact or affect the Fire Marshal Services.

- 7. <u>Fire Code Administration/Standardization</u>. The City is responsible for adopting the Washington State Fire Code as amended by the City. The City's local code amendments shall be adopted in consultation with the Fire Marshal.
- 8. <u>Fire Code Enforcement.</u> With the exception of Fire Investigations as described in Section 3.4, the City Fire Code Official shall be responsible for taking any action to enforce the provisions of the City's adopted Fire Code. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the City's Fire Code and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. EJFR employees and agents that provide the Fire Marshal services will cooperate with and be available for all City enforcement actions.
- 9. Records. Except for working copies and fire investigation related records, all other records, documents, and drawings pertaining to the Fire Marshal services provided for under this Agreement shall be maintained at a City location determined by the City and shall be the sole property of the City. Provided, however, the City shall cooperate with and make such records available to EJFR in a timely manner in the event EJFR determines any of the records are responsive to a public record request received by EJFR.
- 10. <u>Duration</u>. This Agreement shall become effective on the date specified in Resolution 24-025 and shall remain in full force and effect until the Agreement is terminated in accordance with Section 12.

11. Scope of Services.

- 11.1 Land Use, Special Event, Building, Fire Plan Review and Permit Inspections.
 - a. Fire Marshal.
 - i. EJFR shall verify fire and life safety code compliance of the Washington State Building Code, Existing Building Code, Fire Code, Residential Code, and Wildland Urban Interface Code including any locally adopted amendments, codes, and/or standards by the City.
 - ii. EJFR shall conduct plan reviews on Land Use, Street Development, Special Event, Building, Fire Protection, and other related applications to the City for development and conduct related inspections as relevant to EJFR's administration of services
 - iii. EJFR and each of its employees, officials, agents, and volunteers as identified by the Fire Marshal shall be granted access to the City's software used for permitting, plan review and inspection.
 - iv. EJFR shall be notified in a mutually agreed upon manner of pending plans due for review. Once notification is given, EJFR agrees to complete plan review within 10 business days of receipt from the City's permit

- coordinator. Special Events shall submit plans for review a minimum of 10 business days prior to the event.
- v. EJFR Fire Marshal personnel shall be available, as appropriate, with reasonable notice, for both in-person and virtual pre-application and preconstruction conferences.
- vi. EJFR shall conduct field inspections of new construction, development, and events as required by the Washington State Fire Code and its referenced standards. EJFR shall be notified by the applicant, contractor, or other responsible party when permitted work is ready for inspection. Inspection requests shall be placed through the City's permitting system, and City staff will notify EJFR, by phone or email, with a minimum of one business day prior to the requested inspection date; however, Special Events shall request inspections a minimum of five business days prior to the event.

b. Fire Code Official.

- i. The City's Fire Code Official shall determine appropriate projects that require Fire Marshal review consistent with the fee schedule and generally will include, but is not limited to new subdivisions, major street development projects that may impact emergency access, commercial construction and tenant improvement projects, fire suppression systems, special event, fire detection and fire alarms.
- ii. The Fire Code Official shall determine when third party review is appropriate with consultation and collaboration with the Fire Marshal.
- iii. The City shall provide notice of plans ready for review a minimum of 10 business days prior to expected EJFR completion unless otherwise agreed to by EJFR. The City shall provide Special Events plans for review a minimum of 10 business days prior to the event.
- iv. The City shall provide EJFR, as appropriate, with reasonable notice, for both in-person and virtual pre-application and pre-construction conferences.
- v. The City shall provide permit review software and markup licensure for EJFR staff assigned to permit review used for permitting, plan review and inspection.
- vi. The City shall collect all fees and remit to EJFR in accordance with section 3.

- vii. The City shall provide notice of inspection requests to Fire Marshall a minimum of one business day in advance of the requested inspection; however, the City shall provide notice of Special Events inspection requests a minimum of five business days prior to the event.
- 11.2 Annual Fire/Life/Safety and Code Complaint Fire Safety Inspections of Businesses and Related Occupancies.

a. Fire Marshal.

- i. EJFR shall assist in providing annual fire safety inspections of business occupancies within the corporate limits of the City.
- ii. When an inspection is conducted by EJFR, they shall be responsible for transmitting the completed annual fire safety inspection report to the City Fire Code Official.
- iii. EJFR shall issue state mandated operational permits, when required, during the annual fire safety inspection. Once issued, EJFR shall renew operational permits during the annual fire safety inspection.
- iv. EJFR shall perform half of the annual fire life safety inspections and will be due fees in accordance with the approved fee schedule in Resolution 24-026 for second re-inspections, late inspection report submittals, and 50% of the land inspection scheduling fee. EJFR will conduct reinspections alongside the Fire Code Official when requested within five business days.

b. Fire Code Official.

- i. The Fire Code Official shall ensure that a fire safety inspection is conducted by either the City or EJFR for each commercial civic address, building, suite, and building shell and/or common space (when applicable). The City shall perform half of the annual fire life safety inspections within the City and will collect for itself late inspection report submittals fees and 50% of the late inspection scheduling fees to account for increased compliance and administrative staff hours.
- ii. The City shall notify EJFR and transmit the location of any City completed annual fire safety inspection report and ensure it is accessible to the owner, the owner's authorized agent, operator, occupant or other responsible person as well as to EJFR.
- iii. The City shall collect second re-inspection fees and late inspection scheduling fees, and shall remit collected fees to EJFR on a quarterly basis.

iv. The City shall initiate a code compliance case for any failed life fire safety inspection of an occupancy and shall store any and all records within the case records.

11.3 Fire Investigations.

a. Fire Marshal.

- i. The City delegates authority to perform fire investigations to EJFR to be performed in compliance with NFPA 921. As part of these duties, EJFR is responsible to determine the origin and probable cause of fires and explosions, and may include interviewing witnesses, making arrangements for any special studies or laboratory analysis (in conjunction with City Police), and completing a written incident report as appropriate.
- ii. EJFR may elect to use a combination of EJFR qualified personnel and interlocal agreement with Jefferson County Fire Marshal's Office to provide fire investigation services or other appropriate contractors at its discretion.
- iii. Fire investigation reports and the records therein shall be stored by EJFR and a monthly summary of such reports provided to the City for the City's code compliance efforts.
- iv. If the cause of a fire is deemed incendiary or suspicious, EJFR will take appropriate follow up actions in conjunction with the City Police Department, Prosecuting Attorney, and City Code Compliance Officer, as appropriate. EFJR will provide expert witness testimony and review or prepare case-related information as requested.

b. Fire Code Official.

- i. The Fire Code Official shall coordinate with EJFR and affected property owners to assess structural stability and if the structure can be occupied. As noted in Section 11.4, EJFR is delegated the authority to red tag unsafe structures outside of business hours if the Fire Code Official is unavailable.
- ii. The Fire Code Official shall initiate a code compliance case and store any reports or inspection and red tag records pertaining to the affected property.

11.4 Code Enforcement Issues Outside of Business Hours.

a. Fire Marshal.

- i. The Fire Code Official delegates authority to the Fire Marshal for after-hours right of entry and red tag for unsafe structure to enforce Section 114 of the IFC for purposes of but not limited to the following: inspection of a premises, a structure, or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, moreover any structure or equipment that is unsafe, unsanitary, with inadequate means of egress, inadequate light and ventilation, or that constitutes a fire hazard.
- ii. Specifically, the Fire Marshall has authority to secure an area or shut down a public event, or work with City Police to do the same for the reasons as noted above, to ensure no unauthorized entry until Fire Code Official resumes business hour duty and can assess the situation.
- iii. Any right of entry, area secured, or red tag shall be communicated to the City Point of Contact to ensure that the City Fire Code Official can follow up any compliance orders relating to any repairs, alterations, remodeling, removing or demolition required.
- iv. Fire Marshal will notify the point of contact when after hours authority is exercised and relevant details for public information purposes.

b. Fire Code Official.

- i. The Fire Code Official will ensure that City Manager is aware of any exercise of this section after hours.
- ii. The Fire Code Official shall determine any additional measures to be taken by the Fire Marshal on their behalf if unable to respond.

11.5 Fire Prevention, Education and Training.

a. Fire Marshal.

- i. EJFR will provide one CPR class per year for up to an agreed-upon number of City Employees at no cost to the City.
- ii. EJFR will coordinate with City Fire Code Official and Code Compliance Officer on public messaging relating to fire safety.
- iii. As time and expenses allow, EJFR will provide fire extinguisher training to City employees.
- iv. EJFR will coordinate with City staff in any exercises for the purposes of preparedness training for City facility disaster response.

b. Fire Code Official.

- i. Fire Code Official or other City representative will participate in a Community Wildfire Prevention Plan Advisory Group.
- ii. The City will ensure that fire prevention materials and links are made available on its website.

12. Termination.

- 12.1 Termination by Notice. Either party may terminate this Agreement by providing the other party with 60 days advance written notice of an intent to terminate or renegotiate ("Notice"). If the Notice requests renegotiation the parties must reach agreement on the renegotiated terms or the Agreement will terminate.
- 12.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.
- 12.3 Termination for Breach. EJFR may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the City to make payments as required by this Agreement. The City may terminate this Agreement upon fourteen (14) days advance written notice in the event EJFR fails to provide services as required in this Agreement. Prior to termination for Breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.

13. Indemnification and Hold Harmless.

- 13.1 City agrees to defend, indemnify, and hold harmless EJFR and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the City or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.
- 13.2 EJFR agrees to defend, indemnify, and hold harmless the City and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by EJFR or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by EJFR or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect

- in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.
- 13.3 It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- 14. <u>Insurance</u>. EJFR and the City shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.
- 15. <u>Dispute Resolution</u>. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
 - 15.1 Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may seek to mediate the dispute through a process to be mutually agreed to in good faith between the parties within 30 days. If mediation is agreed to by both parties, the parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
 - 15.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in Jefferson County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

16. Miscellaneous.

- 16.1 Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any jointly owned property to carry out the purposes of this Agreement. Any property owned by EJFR shall remain the property of the EJFR and any property owned by the City shall remain the property of the City.
- 16.2 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.
- 16.3 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.

- 16.4 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.
- 16.5 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.
- 16.6 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. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 16.7 Amendments. The Fire Chief and the City may agree to amendments of Exhibit A without obtaining further approval from EJFR's or the City's legislative bodies.
- 16.8 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.
- 16.9 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- 16.10 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.
- 16.11 No employment relationship. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto.

RESOLUTION NO. 24-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT TOWNSEND, WASHINGTON, ESTABLISHING NEW FEES FOR FIRE CODE-RELATED SERVICES AND AMENDING THE FEE SCHEUDLE

WHEREAS, on July 1, 2024, the City of Port Townsend entered into an interlocal agreement with East Jefferson Fire and Rescue; and

WHEREAS, as described in such interlocal agreement, the City needs to update certain fees related to fire code services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Townsend as follows:

<u>Section 1. New Fees Established</u>. The fee schedule adopted by Resolution No. 2024-015 related to fire code services will be amended to read as described below. All other fees established by Resolution No. 2024-015 will remain the same.

Fire Code and Fire Prevention Review and Inspection Fees

This fees in this section will be updated based on January 1st annually based on the Consumer Price Index for All-Urban Consumers (CPI-U) June to June rounded to the nearest whole dollar.

Site Development

A fee shall be assessed for the review and inspection of fire prevention infrastructure associated with development projects. This includes but is not limited to; street development, plats, short plats, PUD's, new commercial buildings, residential infills:

Basic fee (for first two hours)	\$198.00
Additional fee, per hour (over two hours)	

Construction Review and Inspection

A fee shall be assessed for the review and inspection of the Fire Code requirements for buildings classified as Group A, B, E, F, H, I₅, M, R-2, R-4, U and S. The fee shall be 15% of the building permit fee established by the Building Permit Fee Schedule with a minimum fee of \$-99.00.

Fire Sprinkler Systems

The fee for fire sprinkler system permits shall be based upon project valuation.

The plan review fee for fire sprinkler systems shall be 65% of the permit fee, with a minimum fee of \$99.00.

Underground Sprinkler supply (includes review and inspection)\$198.00

Fire Alarm Systems

The fee for fire alarm system permits shall be based upon project valuation.

Plan Review tees shall be 65% at the nermit tee, with a minimum tee at	65% of the permit fee, with a minimum fee of	.\$99.00
--	--	----------

Special Event Permits

Fire site plan review and inspection	\$99.00
Annual Fire Life Safety and Code Complaint Inspections	
2 nd Reinspection Fee	\$99.00
Late sprinkler/alarm/hood suppression/hood cleaning inspection report submittal	
Late Annual Inspection Scheduling Fee, 50% remittance to EJFR	
(subject to possible waiver in 2024-2025)	\$198.00

<u>Section 2. Severability</u>. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Resolution, or the application of the provision to other persons or circumstances, is not affected.

ADOPTED by the City Council of the City of Port Townsend at a regular meeting thereof, held this 1st day of July 2024.

David J. Faber

Mayor

Attest:

Alyssa Rodrigues

City Cférk

RESOLUTION NO. 24-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT TOWNSEND, WASHINGTON, RELATING TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT TOWNSEND AND EAST JEFFERSON FIRE RESCUE RECOGNIZING AGREED UPON FIRE CODE OFFICIAL AND FIRE MARSHAL SERVICES

WHEREAS, the purpose of this interlocal agreement is to ensure the timely provision of fire code inspections, investigations, plans review, enforcement-related activities; and,

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 RCW provides for Interlocal cooperation between governmental agencies; and,

WHEREAS, it would be in the best interest of the citizens of the Parties' respective jurisdictions to cooperate in these endeavors; and,

WHEREAS, the Parties hereto desire to enter into an Interlocal Agreement ("Agreement") so the Parties can agree to the terms establishing said cooperation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Townsend, Washington, as follows:

<u>Section 1 – Authorization</u>. The City Manager is authorized to sign and execute the "CITY FIRE MARSHALL AND CODE OFFICIAL SERVICES INTERLOCAL AGREEMENT" attached hereto and incorporated by this reference.

ADOPTED by the City Council of Port Townsend, Washington, at a regular meeting thereof, held this 1st day of July 2024.

David J. Faber

Mayor

Attest:

Alyssa Rodrigues, City Clerk

JEFFERSON COUNTY FIRE PROTECTION DISTRICT No. 1 RESOLUTION NO. 24-15

IN THE MATTER OF CANCELLING WARRANTS NOT PRESENTED WITHIN ONE YEAR OF ISSUE

WHEREAS, Jefferson County Fire Protection District No. 1 issues its' own warrants pursuant to RCW 52.16.050 (3), and

WHEREAS, the District has a warrant (s) not presented within one year of issue, and

WHEREAS, a resolution from the governing body to cancel this warrant (s) pursuant to RCW 36.22.100 will be presented to the Jefferson County Treasurer's Office, and

NOW, THEREFORE, BE IT RESOLVED by approval of Jefferson County Fire Protection District No. 1 Board of Commissioners, that the following warrant be cancelled:

Warrant No.	Issue Date	<u>Amount</u>	<u>Vendor</u>
28543	8/23/2022	\$ 25.00	Jacquelyn Barr
28883	12/13/2022	\$ 54.65	Emily Higgins
28907	12/19/2022	\$215.00	Int'l Assoc of FF Local 2032 Staples
29265	3/28/2023	\$100.00	Arcadia, Inc.
29517	6/21/2023	\$ 25.00	Gary Garcia
Approved this	s <u>16th</u>	_day ofJuly_	, 2024.

JEFFERSON COUNTY FIRE PROTECTION DISTRICT #1 BOARD OF COMMISSIONERS

Deborah Stinson, Chair	David Seabrook, Commissioner
Geoff Masci, Commissioner	Steve Craig, Commissioner
Ed Davis, Commissioner ATTEST:	Gene Carmody, Commissioner
Tanya Cray, District Secretary	

2024 District 1/2 ALS ILA Summary

Transport in A21 w/ I	D1 Crew
Jan	5
Feb	3
Mar	4
Apr	0
May	0
June thru	4
Billable Calls	16

Eval Only, Pt Tx in A	21
Jan	3
Feb	3
Mar	1
Apr	2
May	2
June	4
	15

Eval Only, No Tx	
Jan	1
Feb	1
Mar	0
Apr	0
May	0
June	1
	3

Pt TX in D1 Rig	
Jan	1
Feb	2
Mar	1
Apr	0
May	3
June	1
	8

*Rendezvous w/ D1 TX	
June thru	1

Dispatched Cancelled in Route		
Jan	0	
Feb	0	
Mar	5	
Apr	5	
May	3	
June	4	
	17	

2024 1st Qtr Billing		
Quarterly Fee	\$	3,750.00
12 Billable Calls @ \$450 D1 tx in A21	, \$	5,400.00
		3, 100.00
	\$	9,150.00

2024 2nd Qtr Billing	g	
Quarterly Fee	\$	3,750.00
4 Billable Calls @		
\$450 D1 tx in A21	\$	1,800.00
	\$	5,550.00

East Jefferson Fire Rescue Notice of Solicitation for proposals

IT Services

East Jefferson Fire Rescue, a municipal corporation, is soliciting proposals for IT Services.

Interested parties should obtain the Request For Proposals from the District by contacting the District Secretary, Tanya Cray tcray@ejfr.org and by submitting a proposal in accordance with the RFP by 4:00p.m. August 2, 2024.

East Jefferson Fire Rescue REQUEST FOR PROPOSAL IT Services

RCW 39.04.270

1. Purpose of Request.

- 1.1. East Jefferson Fire Rescue herein referred to as District, is soliciting proposals from qualified firms, herein referred to as Vendors, who specialize in Information Technology (IT) Services to provide District with a proposal that meets the requirements more specifically described herein.
- 1.2. It is District's intent to select a vendor based on the ability to provide Technology Support Services that meets the requirements set forth in this RFP. The evaluation will consider the qualifications, abilities, past performance, cost and the Vendor's ability to provide the specified services within timeframes and under the conditions specified. Once the District has reviewed the qualifications, one or more vendors may be requested to provide additional information and/or participate in an interview process.

2. Identification of Owner.

- 2.1.East Jefferson Fire Rescue is the entity issuing this Request For Proposal. Owner is a municipal corporation and a political subdivision of the State of Washington.
- 2.2. The District's mailing address is: 24 Seton Rd. Port Townsend, WA 98368
- 2.3. The business telephone number is: 360-385-2626
- 2.4.Owner representative for all matters relating to this invitation for bids is: Tanya Cray, tcray@ejfr.org.

3. Definitions.

- 3.1. District means East Jefferson Fire Rescue.
- 3.2. **Equipment** means the hardware and infrastructure as set forth in the Scope of Work.
- 3.3. **Qualified Proposal** means any proposal submitted to District in response to this Request For Proposals that complies with the request for proposal requirements.
- 3.4. **RFP** means this Request For Proposals
- 3.5. **Vendor** means any person or entity that submits a Qualified Proposal in response to this Request For Proposals.
- 3.6. **Installation** means providing set-up and training for use of equipment as set forth in the scope of work.

4. Request for Proposals.

- 4.1. **RFP Inquiries** can be obtained free of charge at tcray@ejfr.org or 360-437-2626.
- 4.2. **RFP Addendums.** Any additional information or addendums to this RFP will be issued by the District prior to the submittal deadline. The District will mail or e-mail such information directly to known interested parties.
- 4.3. Examination of Documents and Site of Work. Before submitting a Proposal, each Vendor shall review the Scope of Work and shall visit the site of the work. Each Vendor shall fully inform itself prior to submitting a proposal as to existing conditions and limitations under which the work is to be performed.
- 4.4. **Time**: Proposal submittal period will begin on July 8, 2024 and must be received by District on or before August 2, 2024 at 4:00 pm Pacific Time. Vendors shall have sole responsibility for delivery of proposals on time and to the proper location.
- 4.5. **Mailed Proposals** will be accepted at 24 Seton Rd. Port Townsend, WA 98368 and must be received by the date specified above.
- 4.6. Emailed Proposals must be emailed to tcray@ejfr.org prior to the deadline specified above.
- 4.7. **Proposal Review.** Proposals will be reviewed following the submission deadline specified above. The District may request additional information or meetings with Vendors to discuss the submitted proposal prior to making an award. The District reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the Equipment for its intended use and further specifically reserves the right to make the award in the best interests of District. Unless otherwise specified by the Vendor, the District reserves the right to accept any item in the proposal and to award items to one or more Vendors.
- 4.8. **Proposal Award**. A contract will be awarded after an evaluation of all proposals and any necessary interviews and negotiations have been conducted to insure the award goes to the Vendor that will best meet the needs of the District.

5. Proposal Requirements.

- **5.1. Proposal Responsiveness.** Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the RFP.
- 5.2. **Vendor Information**. Proposals shall include the complete name of the entity or person(s) submitting the proposal, the main office address, the primary and secondary contact person(s), and their respective telephone numbers and email addresses.
- 5.3. **Vendor Experience and Background**: Vendors must provide, at a minimum, the following information about their company so that District can evaluate the vendor's

stability and ability to support the requirements set forth in the response to the RFP. District, at its option, may require a vendor to provide additional support and/or clarify requested information.

- 5.3.1. How long the company has been in business?
- 5.3.2. A brief description of the company's size and organization.
- 5.3.3. A list of any sub-Vendors the vendor proposes to use should be included in this section along with contact information for each.
- 5.3.4. What percentage of its business is in local government (Cities Counties and Special Purpose Districts) as compared to non-profit, schools or other business and commercial types?
- 5.3.5. Documentation that the Vendor has successfully completed three (3) projects of a similar size and scope as required by the scope of work for this project within the last five years. For the purposes of meeting this criteria, the Owner has determined that "similar size and scope to this project" means publicly bid projects located in Oregon, Washington or Idaho
- 5.3.6. Vendors should provide a list of at least three (3) local government clients during the past five (5) years that have receiving Equipment similar to what Vendor is proposing in its submittal.
- 5.4. **Cost of Proposal**: Vendor shall identify all costs associated with proposal. Vendor shall be required to pay prevailing wage for any portions of its proposal constituting a public work.
- 5.5. **Work Scheduling and Completion.** Owner requires that the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing the Proposals. The Proposal must confirm that Vendor is able to comply with the following phasing and timeframes.
 - 5.5.1. Start date of January 1, 2025 with a 90 day phase-in period. At 90 days Vendor shall be fully transition from previous provider and capable of meeting the full terms of the contract. Vendor is expected to work in a collaborative manner with previous provider.
- 6. **Contract Documents.** The successful Vendor will be expected to enter into a contract on terms acceptable to District and its legal counsel. Vendor should consider submitting a proposed contract form as part of its proposal but District reserves the right to draft and provide the Contract forms. The Contract documents shall include the following terms:
 - 6.1. Liquidated Damages. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to District arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Vendor shall pay the District the amount of \$100.00 per calendar day that the work

remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the District will suffer by failure of the Vendor to complete the work within the agreed time period. The execution of the contract shall constitute acknowledgment by the Vendor that the Vendor has ascertained and agrees that District will suffer actual damages in the above amount for each day during which the completion of the work is delayed beyond the agreed completion date.

- 6.2. **Acceptance**. The District shall not be responsible for the cost of any Equipment provided under the Contract until such Equipment has been accepted by the District.
- 7. **Award Criteria.** The award will be based upon the proposal that is determined to be the most advantageous to District. The criteria that will be used to evaluate proposals may include, but are not limited to the following:
 - 7.1. Price 50%
 - 7.2. Ability to comply with Work Schedule and Timelines 20%
 - 7.3. Availability of Parts and Services and support following installation 15%
 - 7.4. Experience and Reputation of Vendor 15%

8. RFP Terms and Conditions.

- 9. District reserves the right to reject any or all proposals, to waive minor irregularities in any proposals or in the RFP process, and to accept any proposal presented which meets or exceeds the RFP requirements and which District deems to be in the best interest of District. District reserves the right to accept the proposals from the Vendor that best meets the interest of District. This may or may not be the proposal with the lowest price.
 - 9.1. District reserves the right to request clarification of information submitted, and to request additional information from any Vendor.
 - 9.2. District reserves the right to retain the services of the next most qualified Vendor, if the successful Vendor for any reason is unable to or refuses to provide services when specifically requested by the District.
 - 9.3. District shall not be responsible for any costs incurred by the Vendor in preparing, submitting or presenting its response to the RFP.
 - 9.4. All received proposals are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. If the District receives a public record request for any information that the Proposer has designated as proprietary, the District's sole

obligation will be to notify the Proposer that a request has been received and that the District will release such information within ten business days of notifying the Proposer unless Proposer obtains a court order enjoining disclosure under RCW 42.56.540.

10. Other Information.

- 10.1. **Equal Opportunity Employment:** The successful Vendor must comply with Washington State equal opportunity requirements. District is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.
- 10.2. **Insurance Requirements:** The selected Vendor shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks in a manner acceptable to District.
- 10.3. **Non-Endorsement:** As a result of the selection of a vendor to supply the Equipment to District, the Vendor agrees to make no reference to District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of District.
- 10.4. **Non-Collusion:** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 10.5. **Compliance with Laws and Regulations:** The Vendor that is retained to provide the Equipment to District under this RFP shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the all work performed. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

11. Publication.

Name of Publication: Date:

Peninsula Daily News July 8, 2024

Posted on District Web site on July 8, 2024: www.ejfr.org

12. Scope of Work.

12.1. District requires vendor that meets the following requirements.

Information Technical (IT) Support, IT Security, Data management and remote backup, basic server support, system monitoring/upgrades, software license support, device management, facilitate regular staff training in cyber security best practices and technology enhancements, Electronic mail support, Provide hardware/firmware specifications for the

District (District will procure hardware as recommended). 24-7 services virtual and/or in-per depending on severity. Trouble ticketing platform.

District will bear the cost of all software licenses and equipment acquisition per recommendation and should not be included in any proposals submitted.

Association of Washington Cities Grant ("Grant") with

City of Port Townsend through

The Alternative Response Team Grant. A program funded through the Washington State Operating Budget

For

Jurisdiction name	City of Port Townsend
Program description	Alternative Response CARES Program

Start date: July 1, 2024

End date: June 30, 2025

Face sheet

Grant Number: ART24-12

Association of Washington Cities (AWC)

Alternative Response Team Grant (ARTG)

Senate Bill 5187, Section 215-69a went into effect on July 1, 2023. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Port Townsend will meet the goals of these funds.

1. Grantee City of Port Townsend, WA 250 Madison Street		2. Grantee doing business a	2. Grantee doing business as (optional)	
3. Grantee representative		4. AWC representative		
John Mauro		Jacob Ewing	1076 Franklin Street SE	
City Manager		Special Projects Coordinator	•	
JMauro@cityofpt.us		(360) 753-4137 jacobe@awcnet.org	98501	
5. Grant amount	6. Start date	7. End date	8. Tax ID #	
\$202,125	July 1, 2024	June 30, 2025	91-6001267	
9. Grant purpose				
Establish an alternative resp	onse team program as	s described in Attachment A.		
·	, ,			
AWC and the Grantee, as de	efined above, acknowl	edge and accept the terms of this Grar	nt and attachments and have	

executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference:

Grantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Grantee Data Collection; Attachment (D) – Grantee Agent(s).

For grantee	For Association of Washington Cities
DocuSigned by: 2554CD9BB65E4FA John Mauro	Deanna Dawson Deanna Dawson
Date 7/2/2024	Date 7/10/2024

Last revision 12/26/2023

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Grant contact person for all communications and billings regarding the performance of this Grant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. TERM

The initial term of the Contract shall be July 1, 2024, and continue through June 30, 2025, unless terminated sooner as provided herein. The term of the contract may be extended by an amendment signed by both parties.

3. PAYMENT

AWC shall pay an amount not to exceed \$202,125 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. BILLING PROCEDURES AND PAYMENT

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART24-12.** A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

AWC may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by AWC.

Duplication of billed costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Grantees.

Final reimbursement and reporting deadline

When the project is completed, the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2025.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Grantee has been submitted and verified.

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted 31 or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

6. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 6 of this document.

7. INSURANCE

- a. Workers' compensation coverage. The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:
 - i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
 - ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
 - iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

- b. **Automobile insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 - \$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- c. Business automobile insurance. In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Grantee's employees' vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:
 - \$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.
- d. **Public liability insurance (General liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each occurrence \$1,000,000

Products-completed operations limit \$2,000,000

Personal and advertising injury limit \$1,000,000

Fire damage limit (any one fire) \$50,000

- e. Local governments that participate in a self-insurance program. Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee's business, operations/industry, and the performance of its respective obligations under this Grant.
- f. **Additional insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.
 - AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. **Proof of insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee's receipt of Authorization to Proceed.
- h. General insurance requirements. Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A ARTG Application & Scope of Work
- Attachment B Budget & Budget Narrative
- Attachment C Grantee Reporting Requirements
- Attachment D Grantee Agent(s)

GRANTEE GENERAL TERMS AND CONDITIONS

- 1. Access to data. In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.
- 2. Alterations and amendments. This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35. In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- **4. Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.
- **5. Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.
- **6. Attorney's fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
- 7. Budget revisions. Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.
- 8. Certification regarding wage violations. The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.
 - The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.
- **9.** Change in status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 10. Rights in data/ownership. Grantee agree that all data and work products (collectively "Work Product") produced pursuant to the Scope of Work of this Agreement will be considered a work for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by HCA. Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions,

recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Grantee will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of HCA. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.

Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

- 11. Covenant against contingent fees. The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- **12. Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.
- **13. Duplicate payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- **14. Entire agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.
- **15. Ethical conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

- **16. Governing law and venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- **17. Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee's obligation to indemnify, defend and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee's or its agent's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

- 18. Independent capacity of the grantee. The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.
- **19. Licensing and accreditation standards.** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.
- **20. Limitation of authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.
- 21. Non-discrimination. The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.

- **22. Overpayments.** Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.
- 23. Public disclosure. Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- **24. Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.
- **25. Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.
- 26. Records maintenance. The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
 - If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- **27. Right of inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.
- **28. Severability.** The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- 29. Subcontracting. Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

- **30. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.
- **31. Technology security requirements**. Grantee must ensure that all data and devices used to carry out Program follow all applicable state and federal data privacy and protection requirements. Grantee must ensure that data is properly secured and protected using best practices for security and protection from outside intrusion from parties not associated with the Program.
- **32. Termination for convenience.** Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.
- 33. Termination for default. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.
- **34. Termination due to funding limitations or contract renegotiation, suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:
 - a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.
 - b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the

date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

- c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.
- **35. Termination procedure.** Upon termination of this Grant the AWC, in addition to other rights provided in this Grant, may require the Grantee to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Grantee and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Grant. The AWC may withhold from any amounts due to the Grantee such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the AWC, the Grantee shall:

- a. Stop work under this Grant on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC:
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.
- **36. Waiver.** A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive deviations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Jacob Ewing, Special Projects Coordinator at jacobe@wacities.org.

This program shall include the following elements as central features of their program:

 Grant recipients must maintain a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE & GOALS OF ARTG PROGRAM

The City of Port Townsend in partnership with East Jefferson Fire & Rescue established a CARES program. The purpose of the CARES program is to create an alternative to conventional 911 police and fire responses involving mental health, mental illness, substance use with underlying social service referrals. The CARES program is an intervention service focused on referring and providing appropriate services but is also serve as a specialty unit responding to behavioral health related crisis calls and behavioral health related needs as well as conducting field-based follow up. The focus is on education and referral services, ensuring community members in need gain access to the most appropriate resources.

The goals of the program include:

- Improving the standard of care for individuals in behavioral health crisis reducing recidivism.
- Promoting non-hospital alternatives to individuals with behavioral health needs.
- Preventing crises by addressing underlying behavioral/medical/social needs that lead to the use of 911 and emergent situations.

Attachment B

ARTG Budget & Narrative

GRANT FUNDED PROGRAM BUDGET

Category	Cost
Staffing	\$0
Supplies & Equipment	\$0
Professional Services	\$202,125
Other	\$0
TOTAL	\$202,125

PROGRAM BUDGET NARRATIVE

Professional Services: Grant funds will be used to fund an East Jefferson Fire & Rescue employee who will serve as the paramedic/medical arm of the CARES team. Grant funds will be used to fund salary and benefits of a CARES social worker, EJFR firefighter, substance use disorder professional, and/or case manager.

Attachment C

Grantee Reporting Requirements

FINAL REPORT

A final program report is due to AWC by July 31, 2025. Programs should make reasonable efforts to collect and report on the following information:

- Describe program participants including:
 - Number of individuals served
 - o Gender (Male, Female, Nonbinary, etc.) of individuals served
 - Age of individuals served
 - Veteran status of individuals served
 - Substance abuse or mental health issues of individuals served
 - Reason for contact
 - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
 - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

MONTHLY REPORT

Additionally, Grantees will submit monthly status reports to AWC. Monthly reports will be due the five business days following the end of the previous month. The monthly reports will address the following questions:

- Briefly describe the work accomplished over the past month?
- What successes has your program seen this past month?
- What challenges has your program seen this past month?
- Do you have any challenges or issues you need to discuss with AWC?

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address



7445 Lowland Dr., Burnaby, British Columbia V5J 5A8 – Office: (604) 430-4274 Fax: (604) 439-7926 3150 SE Century Blvd, Suite 100, Hillsboro, Oregon 97123 – Office: (800) 780-4951 Fax: (503) 848-0848 3707B 124th Street NE, Suite 5B, Marysville, Washington 98271 – Office: (360) 653-7844 Fax: (360) 653-7922

CONTRACT

THIS CONTRACT (purchase agreement) is made by and between True North Emergency Equipment hereinafter referred to as "Seller" and **EAST JEFFERSON FIRE RESCUE** hereinafter to as "Customer". This Contract will not become binding upon Seller until it is executed by an officer of Seller, and the effective date of the Contract ("Effective Date") will be the date that the Seller's officer executes the Contract. The parties hereby agree as follows:

- (1.0) Subject to the terms of this Contract, Seller shall furnish, and Customer shall purchase

 Two (2) New Spartan 'Star Series' Pumper Apparatus, Featuring a new 2026 Spartan Metro Star MFD 10" RR

 Cab and Chassis Equipment ("Apparatus and Equipment") described and in accordance in all material respects with the proposal ("Proposal"). The terms set forth in the Proposal, including without limitation the Original Specifications, are incorporated into, and made a part of, this Contract.
- (2.0) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased costs incurred by Seller because of required changes in or additions to such DOT, EPA or NFPA standards during the duration of this contract will be passed along to Customer as an addition to the Purchase Price set forth below.
- (3.0) The Apparatus and Equipment shall be ready for delivery from the apparatus manufacturer's factory within 825 days after the Effective Date of this agreement and customer approved Preconstruction Change Order A. This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory with 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above-mentioned delivery timeframe.

- (3.1) Any delays in this date created by "Customer" requested modifications to the proposal specifications, including additional dealer up-fitting/modifications, requested change order approvals, requested Customer inspection timelines, or other required information for the Apparatus and Equipment, as may result from a delay caused by Customer may result in an extension of the above referenced delivery timeline by the amount of time Seller requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- (4.0) A competent service representative in the full time employ of the Seller shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5.0) In exchange for the Apparatus and Equipment, Customer agrees to pay Seller the sum of "Two Million, One Hundred, Seven Thousand, Four Hundred, Seventy-Two Dollars (\$2,107,472.00) (Purchase Price) Our standard payment terms and conditions are requested as follows: We are requesting that ninety-five percent (95%) of the contract value be paid at the time apparatus completion & shipment from the manufacturer, with the remaining balance due upon final delivery & acceptance of the apparatus.*Purchase Price does NOT include any applicable tax and/or licensing fees. These will be invoiced and are to be paid by the purchaser at the time of delivery.
- (5.1) Purchase Price listed does not include any prepayment discounts.
- (5.2) Note: Due to extreme market conditions, pricing may be adjusted via a production surcharge during the term of the purchase agreement. Any change or increase would be based upon the following conditions: 1) Adjusted rate of inflation on a quarterly basis. 2) Manufacturing CPI-W & PPI, as well as component supplier surcharges and market conditions

that occur during the construction cycle that are beyond the control of the manufacturer or dealer. 3) This may also be caused by any mandatory change in any local, state, or Federal requirements that apply during the course of the build cycle.

- (5.3) Seller commits that Customer will be immediately advised of any surcharge(s) that may be implemented during the order cycle. Seller also commits that any surcharge(s) will be a direct "pass through" only and no surcharge(s) will be added directly by the Seller. Seller also commits to providing full documentation directly to the Customer for any surcharge from product supplier(s), in order to validate necessity and cost impact of any surcharge(s).
- (5.3) Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$350.00) per day.
- (6.0) Acceptance of Apparatus and Equipment shall occur immediately after completion and Customer approval of a final inspection by a representative of Customer at the location of the Customer, completion and Customer approval of any discrepancy list, and shipment of Apparatus and Equipment from the Seller's factory location to the location of the Customer. Upon completion and Customer approval of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications.
- (6.1) Seller will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Seller has received full payment of the Purchase Price.
- (7.0) Seller shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, non-delivery, recall or other breach by Seller, including but not limited to personal injury, death, property damage, lost profits, or other economic injury.

- (8.0) Seller is responsible for such claims, action, suits and proceedings, costs, expenses, damages, or liabilities that arise from the Seller's breach of its obligations under this Contract.
- (9.0) Seller warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications.

The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Apparatus and Equipment. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Seller, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Apparatus and Equipment shall not constitute a waiver or cancellation of the implied warranties.

If, during the first year of the warranty, the Apparatus and Equipment or any component, unit, or subsystem is repaired, rebuilt, or replaced pursuant to this Agreement, such warranty work, component, unit, or subsystem shall have the remaining unexpired warranty of the Apparatus and Equipment, or a warranty of six (6) months, which ever period is longer.

Seller shall provide all paperwork relating to warranty coverage of the Apparatus and Equipment or their components to Customer upon delivery of the Apparatus and Equipment. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to the Customer shall control.

The warranty periods set forth in this Agreement shall not begin to run until the Apparatus and Equipment is placed inservice by Customer. Customer will promptly notify Seller of the date the Apparatus and Equipment is placed in service and the mileage of the Apparatus and Equipment when it is placed in-service. This must be accomplished within 45-60 days after acceptance. Periods beyond that date will require approval by the OEM or component manufacturer. The Customer shall be responsible for notifying Seller of the mileage at the time the Equipment is placed in service and shall provide signed copies of all warranty and necessary acceptance documents.

In the event a component manufacturer requires that the Customer register its purchase to make effective a component manufacturer's warranty, Seller shall take all steps necessary to assist Customer to register such purchases or components with the component manufacturer, however; outside the base two (2) year warranty, the Customer shall be responsible to assure all warranty registrations are completed and submitted.

- (10.0) Seller shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.
- (11.0) The Apparatus and Equipment shall remain the property of Seller until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Seller may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Seller takes possession.
- (12.0) This Contract will only be binding on Seller after it is signed and approved by an officer of Seller. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract.
- (12.1) No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract cannot be altered or modified except by mutual written agreement signed by the parties.
- (12.2) The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.
- (13.0) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14.0) This Contract shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option, be brought in a court of record of the State of Washington in Jefferson County (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

(15.0) Rejection.

15.1Customer reserves the right to inspect the Apparatus and Equipment for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming warrantable defect. Customer will notify Seller of the rejection within seventy-two hours of the discovery of the non-conforming warrantable defect. Customer will also provide Seller with a written description of the reason(s) for rejection. Customer will hold the Apparatus and Equipment in its possession with reasonable care at Seller's disposition for a time sufficient to permit Seller to facilitate repairs at Customer's location or if required, a Seller service facility. If Seller gives no instructions within a reasonable time after notification of the rejection, Customer will store the Apparatus and Equipment at Seller's expense and such expense shall become a security interest in favor of Customer. The parties understand that in the case of rejection, Customer is required to store the Apparatus and Equipment in an enclosed area.

(16.0) Cure.

16.1If Customer has rejected the Apparatus and Equipment for a warrantable defect or non-conformity, or the Apparatus and Equipment has or develops a warrantable defect after acceptance of the Apparatus and Equipment, Seller shall have sixty (60) days to cure the defect; provided, Seller provides Customer written notice of Seller's intent to cure the defect

and assures Customer that it is capable of curing such defect. Customer shall notify Seller in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the warrantable defect shall be at the sole expense of Seller and its component OEM's "as stated in OEM / Spartan warranty documents", and Seller shall cover costs of such cure as outlined in OEM and component warranty documents submitted. In the event the cure requires that the Apparatus and Equipment to be transported beyond the limits of the State of Washington, Seller shall provide transportation or transportation costs, in addition to covering all costs of such cure. This will be applicable to the first year of the warranty period only.

- 16.2Unless otherwise agreed to in a separate writing signed by the parties, Seller shall have reasonable opportunity to cure each defect for which it has been placed on notice or which Seller discovers. Any agreement to cure defects of the Apparatus and Equipment shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.
- 16.3If, at any time, Seller discovers a defect, Seller shall, within thirty (30) days of discovery, notify Customer of such defects in writing and shall cure such defect, if Seller so chooses, pursuant to this section.

(17.0) Termination.

- 17.1This Agreement may be terminated in whole or in part:
 - A. If Seller fails to deliver a conforming Apparatus and Equipment as specified in this Agreement, or after sixty (60) days for a cure of any warrantable defect or non-conformity that is not being addressed per terms of agreement, Customer may notify Seller of the termination, the reasons thereof, and the effective date. Delays in receipt of apparatus or cure of warrantable defect or non-conformity caused by conditions beyond the control of the Seller, such as Covid-19 or other Pandemic challenges, Global Labor and Materials shortages or other such conditions that are beyond control of the Seller or suppliers shall not be cause for rejection, provided all reasonable efforts to resolve such issues are made and documentation substantiating these causes are provided to Customer by Seller.
 - B. By the mutual written agreement of Customer and Seller, the Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.
- 17.2 After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

True North Emergency Equipment 3707B 124th NE Suite 5B Marysville, WA 98271

East Jefferson Fire Rescue 24 Seton Road Port Townsend, WA 98368

By: True North Emergency Equipment Officer Signature	By: Rung Customer Signature
Print Name Its:	Its: Fire Chief
Date	7-11-24 Date

Two (s) New Spartan 'Star Series' Pumper Apparatus

Purchase Price	\$ 2,107,472.00
Jeff Co Sales Tax 9.1%	\$ 191,779.95
Licensing	\$ 150.00
Delivery Estimate	\$ 16,000.00
Estimated total with no change orders	\$ 2,315,401.95
Authorized by BOC at May meeting	\$ 2,430,707.00
available for change orders if needed	\$ 115,305.05
Initial Est. Cost for Financing through	
Initial Est. Cost for Financing through LOCAL Program	\$ 2,285,000.00

2024 Upcoming Events

Group	Event	Date	
July			
CRR	South Bay Club Pancake Breakfast - Wildfire Talk	7/5	
EJFR	New Employee Meet & Greet @ Finn River	7/10	
All	Chimacum Interdependence Day	7/14	
CRR	Fire SafetyTraining - JC Library	7/17	
CRR	PT Library Summer Reading Program - 1st Aid Kits	7/18	
August			
All	Airport Day	8/3	
CRR	National Night Out	8/6	
CRR	Jefferson County Fair	8/9-8/11	
BOC/Admin	JC Commissioners & Admin. Mtg	8/15	
EJFR	All County Picnic	8/18	
EJFR	Community Opportunity Fair - Bay Club	8/27	
October			
CRR	Fire Prevention Week	10/6-10/12	
EJFR	Fire Rescue Fest	10/12	
WFCA	Annual Conference - Spokane	10/23-10/26	