

## **EASTSIDE FIRE & RESCUE INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington ("District 10"), FIRE DISTRICT 38, King County, Washington ("District 38"), the CITY OF ISSAQAH, Washington ("Issaquah"), the CITY OF NORTH BEND, Washington ("North Bend"), and the CITY OF SAMMAMISH, Washington ("Sammamish"), all Washington municipal corporations (collectively, the "Parties").

## RECITALS

- A. On January 1, 1999, District 10, District 38, Issaquah and North Bend commenced operation of Eastside Fire & Rescue, a fire and emergency medical services joint department, pursuant to Chapter 39.34 RCW (the “Interlocal Cooperation Act”). On January 1, 2001, Sammamish joined Eastside Fire & Rescue.
- B. The original Interlocal Agreement establishing Eastside Fire & Rescue expired on December 31, 2007 (“Original Agreement”) (The Original Agreement consisted of the “Agreement for Joint Operation of Fire and Emergency Medical Services” between District 10 and Issaquah, as amended by the “District No. 38 and North Bend Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Services,” by the “City of Sammamish Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Services,” and by the “Equipment Funding (Separate Ownership) Amendment to Agreement for Joint Operation of Fire and Emergency Medical Services”).
- C. The Parties extended the operation of Eastside Fire & Rescue another seven years to December 31, 2014, by amending and replacing in its entirety the Original Agreement with another agreement (“2008 Agreement”), for an additional term of seven years to December 31, 2021, by amending and replacing in its entirety the 2008 Agreement with another agreement (“2015 Agreement”), and for an additional term of five years to December 31, 2026, by amending the 2015 Agreement with another agreement (as amended, the “2017 Agreement”).
- D. Under the Interlocal Cooperation Act, certain governmental entities may enter into joint agreements forming nonprofit corporations to perform any powers, privileges or authorities that the participating governmental entities may perform.
- E. To more effectively and efficiently provide fire prevention, fire suppression, emergency medical, special rescue and hazardous materials incident response and other public health and safety services for the protection of public health, life and property, the Parties find that it is in the best interests of their inhabitants and taxpayers to organize Eastside Fire & Rescue as a nonprofit corporation, public body and instrumentality of the Parties in accordance with the Interlocal Cooperation Act and Chapter 24.03 RCW (the “Washington Nonprofit Corporation Act”).

47 F. The Parties therefore desire to extend the operation of Eastside Fire & Rescue  
48 another five years to December 31, 2031, to incorporate Eastside Fire & Rescue  
49 as a nonprofit corporation, public body and instrumentality of the Parties, and to  
50 amend and replace in its entirety the 2017 Agreement in accordance with the terms  
51 and conditions of this new agreement ("Agreement").

52

## AGREEMENT

53

55 The Parties agree as follows:

56 1. **Definitions.** The following terms shall have the following meanings:

57 1.1. "Board of Directors" or "Board" means the joint board of Eastside Fire &  
58 Rescue, as described in Paragraph 3.

59 1.2. "Eastside Fire & Rescue" means the nonprofit corporation, public body and  
60 instrumentality of the Parties formed pursuant to this Agreement for  
61 operation and management of the combined operating fire departments of  
62 Issaquah, North Bend and Sammamish (collectively, the "Cities") and  
63 District 10 and District 38 (collectively, the "Districts").

64 1.3. "Fire Chief" means the chief of Eastside Fire & Rescue and the Joint Fire  
65 Department appointed by the Board of Directors.

66 2. **Nonprofit Incorporation and Term.**

67 2.1. **Formation and Name.** The Parties hereby create Eastside Fire & Rescue.

68 2.2. **Incorporation.** The Parties shall incorporate Eastside Fire & Rescue as a  
69 nonprofit corporation, public body and instrumentality of the Parties  
70 pursuant to the Washington Nonprofit Corporation Act and as a tax-exempt  
71 organization under Section 115 and Section 501(c)(3) of the Code. The  
72 Parties may reorganize the form of Eastside Fire & Rescue in any manner  
73 as may be permitted by law and by amendment of this Agreement.

74 2.3. **Term.** This Agreement shall be effective on \_\_\_\_\_, and shall  
75 terminate on December 31, 2031. It shall be renewed automatically  
76 thereafter for successive ten-year terms.

77 3. **Board of Directors.**

78 3.1. **Authority.** A Board of Directors shall administer, operate, and manage  
79 Eastside Fire & Rescue and all jointly owned or separately owned real and  
80 personal property of the Parties. The Board's authority shall include  
81 execution of contracts on behalf of Eastside Fire & Rescue for the provision  
82 of goods and services, including the authority to enter into or amend existing

93 or future employment contracts with the Fire Chief and such other  
94 employees as shall be authorized by the Board. The Board further shall  
95 have such additional authority as may from time to time be conferred on it  
96 by the legislative bodies of all of the Parties. Except as provided in  
97 paragraphs 7, 12.4 and 12.5, the Board shall have no authority to modify or  
98 revise the terms of this Agreement.  
99

100 3.2. **Appointment.** The Board of Directors shall consist of eight elected officials,  
101 each of whom shall be currently serving as elected officials of the governing  
102 body of one of the Parties. An "elected official" shall be a person elected by  
103 the voters to the governing body of one of the Parties, or duly appointed to  
104 such an elected position to fill a vacancy on such governing body. The  
105 Issaquah City Council shall appoint two Board members, the North Bend  
106 City Council shall appoint one Board member, the Sammamish City Council  
107 shall appoint two Board members, the District 10 Board of Fire  
108 Commissioners shall appoint two Board members, and the District 38 Board  
109 of Fire Commissioners shall appoint one Board member. Each Party also  
110 shall appoint one of its respective elected officials as an alternate Board  
111 member. If a Party must appoint two alternate Board members, the Party  
112 may appoint the same elected official to both of the alternate Board member  
113 positions. The Board members and the alternates shall serve at the  
114 pleasure of each respective Party.  
115

116 3.3. **Meetings.** A quorum of the Board of Directors shall consist of five members  
117 or their alternates. Unless actions of the Board are required by law to be in  
118 the form of a resolution, the actions of the Board may be by motion or  
119 resolution. Except as provided otherwise in this Agreement, at least five  
120 Board members or alternates shall approve a motion or resolution. The  
121 Board shall approve motions or resolutions regarding changes to the  
122 revenue formula of paragraph 7 by unanimous vote of the entire  
123 membership of the Board. All meetings of the Board shall be held in  
124 compliance with the Open Public Meetings Act, Chapter 42.30 RCW. The  
125 date, time, and place of the regular meetings of the Board shall be  
126 established by resolution of the Board. The Board shall prepare minutes of  
127 its meetings, which shall be distributed regularly to the legislative bodies of  
128 the Parties.  
129

130 3.4. **Committees and Task Forces.** The Board of Directors shall have authority  
131 to form and appoint committees and task forces to assist the Board in the  
132 performance of its duties and responsibilities.  
133

134 4. **Services.** The Board of Directors shall identify and provide services in accordance  
135 with applicable laws and regulations. Services within the boundaries of the Parties  
136 include but are not limited to fire prevention; fire suppression; emergency medical;  
137 non-emergency medical services under RCW 35.21.930; rescue; and hazardous  
138 materials incident response. Within the boundaries of the Parties, the Board shall

139 provide the following additional services in conformance with City and County  
140 ordinances: fire code inspection and enforcement; fire code pre-construction  
141 building plan review. The Parties recognize that King County has statutory  
142 jurisdiction to enforce the Fire Marshal provisions of the County Code within the  
143 unincorporated areas served by the Parties.

144

145 **5. Budget.** The Fire Chief or designee shall prepare a proposed budget for a  
146 succeeding year or biennium and a multi-year projection pursuant to a process  
147 established by the Board of Directors. The process shall meet the service needs  
148 and requirements of this Agreement and shall comply with applicable laws and  
149 regulations. The legislative bodies of the Parties shall adopt a budget before the  
150 end of the year or biennium in accordance with applicable laws and regulations.  
151 The Board may submit a recommended budget amendment to the legislative  
152 bodies of the Parties, which may adopt a budget amendment in accordance with  
153 applicable laws and regulations. The Board of Directors shall establish a  
154 benchmark to evaluate cost effectiveness.

155

156 **6. Finances -- Special Fund.** The Board of Directors shall create a special operating  
157 fund at the King County Financial Management Office for the payment of the  
158 operating costs and expenses of Eastside Fire & Rescue. The Board shall be  
159 responsible for the proper management and accounting of all funds of Eastside  
160 Fire & Rescue. The financial affairs of the Board shall be conducted in accordance  
161 with applicable laws and regulations.

162

163 **7. Revenues -- Financial Contributions.** Each Party shall contribute funds to  
164 support the maintenance and operation of Eastside Fire & Rescue in accordance  
165 with the annual revenue formula of this paragraph. The Parties shall pay the  
166 financial contributions in equal monthly installments or as otherwise approved by  
167 the Board. The revenue formula and annual financial contributions of the Parties  
168 is set forth in **Exhibit A**, which is attached and incorporated into this Agreement.  
169 The Board of Directors may approve a change in the revenue formula pursuant to  
170 paragraph 3.3. Any amendment to the revenue formula shall take into account the  
171 Parties as a whole and individually, considering any criteria deemed appropriate  
172 by the Board. The amended revenue formula shall be filed with the Secretary of  
173 the Board and shall be attached to this Agreement. A Party that has filed a notice  
174 of withdrawal from Eastside Fire & Rescue pursuant to paragraph 16.1 shall not  
175 participate in any vote regarding the consideration and approval of an amendment  
176 to the revenue formula that is effective after the withdrawal. Each party shall also  
177 contribute all emergency medical service taxes received by the party.

178

179 **8. Major Capital Expenditures – Borrowing and Cash Contributions.** Major  
180 capital expenditures for real or personal property necessary for the proper  
181 operation of Eastside Fire & Rescue may be financed using: annual fund  
182 contributions from each Party established under the budget and revenue formula  
183 processes in paragraphs 5 and 7 (i.e., pay as you go); the issuance of bonds, notes  
184 or other evidences of indebtedness (i.e., borrowing); or any combination of both.  
185 The Board of Directors shall determine the specific approach for any financing,

186 based on its consideration of factors it determines most relevant, including without  
187 limitation, the schedule for making the capital expenditure and achieving the lowest  
188 interest cost to Eastside Fire & Rescue and the Parties.

189  
190 8.1. **Borrowing.** Any borrowing may be carried out: by Eastside Fire & Rescue  
191 itself; by or through any Party or third-party issuer on behalf of Eastside Fire  
192 & Rescue or on behalf of one or more other Parties; or any combination of  
193 both. Subject to the approval of the legislative bodies of each of the Parties,  
194 the Board of Directors shall determine the specific Party covenants for any  
195 borrowing, which may provide: that each Party is obligated to pay its share  
196 of costs of the borrowing without regard to the payment or lack thereof by  
197 any other Party; or, that upon the default of any Party in the payment of its  
198 share of borrowing obligations, the other Parties shall promptly pay the  
199 defaulting Party's payment obligation in proportion to those Parties'  
200 payment obligations; or other Party covenants.

201  
202 8.2. **Cash Contributions.** Any Party may determine to provide for the payment  
203 of its share of capital costs with available cash or by financing those costs  
204 independently of Eastside Fire & Rescue.

205  
206 9. **Employer.** Eastside Fire & Rescue shall serve as the employer of all employees  
207 and volunteers and shall employ all necessary employees and volunteers for  
208 purposes of this Agreement, pursuant to applicable laws and regulations. District  
209 10 shall assign, and Eastside Fire & Rescue shall assume, all existing collective  
210 bargaining agreements, employment contracts and agreements with non-  
211 represented employees with respect to employees of District 10. The Parties  
212 hereby delegate to, and Eastside Fire & Rescue hereby accepts, all retirement  
213 system obligations of the Parties with respect to the employees of District 10. To  
214 the extent required by law, Eastside Fire & Rescue hereby elects to participate in  
215 the public employee retirement systems of the State in which the employees of  
216 District 10 participate. The adopted budget for Eastside Fire & Rescue shall  
217 contain sufficient funds to pay all wages, salaries, employment benefits, payroll  
218 taxes, and other expenses of employees and volunteers. Eastside Fire & Rescue  
219 shall pay the LEOFF 1 benefits that the employer is obligated to pay to the LEOFF  
220 1 firefighters who retired as employees of the fire departments of the Parties prior  
221 to commencement of Eastside Fire & Rescue and who retired as employees of  
222 District 10 after commencement of Eastside Fire & Rescue ("LEOFF 1 Payments").  
223 The LEOFF 1 payments shall be deemed a liability of Eastside Fire & Rescue, for  
224 which each Party shall remain liable and responsible after withdrawal from  
225 Eastside Fire & Rescue or after expiration of this Agreement, in accordance with  
226 the revenue formula provided for in paragraph 7 in effect at the time of notice of  
227 withdrawal or the expiration of this Agreement. In addition to the LEOFF 1  
228 payments, District 10 may request the Parties to share other costs, expenses and  
229 liabilities for any claims, judgments, damages or expenses arising from District 10's  
230 Employer status arising prior to the date Eastside Fire & Rescue assumes  
231 Employer status by filing a written request with the Board of Directors. The Board  
232 of Directors shall approve or deny the request within 30 days of receipt of the

233 request using procedures and guidelines to be adopted by the Board and subject  
234 to the provisions set forth in paragraphs 3.3 and 7. Liability claim should be handled  
235 the same as 17.2.

236  
237 **10. Employees.** The Fire Chief shall be hired, disciplined and discharged by a  
238 majority vote of all members of the Board of Directors. The Fire Chief shall report  
239 to and be supervised by the Board. The Board shall conduct annually an evaluation  
240 of the performance of the Fire Chief, or more frequently if requested by the Board  
241 or the Fire Chief. The Fire Chief shall hire, discipline, discharge and supervise all  
242 other employees and all volunteers of Eastside Fire & Rescue.

243  
244 **11. Fire Marshal Appointment.** Each City, in accordance with its respective fire code,  
245 shall appoint the Fire Marshal of Eastside Fire & Rescue as the fire marshal and  
246 fire prevention officer of the City. The Fire Marshal, while acting as the fire marshal  
247 and fire prevention engineer of the City, shall report to and be supervised by the  
248 city manager or city administrator, as applicable, of the City. The Fire Marshal shall  
249 cooperate with city building officials and the city administrator or city manager, as  
250 applicable, to administer, enforce and carry out the City's fire code. All court costs  
251 and other legal costs incurred in the enforcement of the City's fire code shall be  
252 paid by the City and shall not be considered an operating expense of Eastside Fire  
253 & Rescue. Any award of costs, attorneys' fees, penalties or fines in an enforcement  
action shall be the property of the City.

254  
255 **12. Property Ownership and Funding.** All real and personal property that is acquired  
256 by one or more Parties for use by Eastside Fire & Rescue shall be owned and  
funded as follows:

257  
258 **12.1. Real Property Ownership.** All real property that is acquired by a Party  
259 prior to becoming a member of Eastside Fire & Rescue shall remain the real  
260 property of that Party. Upon becoming a member of Eastside Fire & Rescue,  
261 the Party shall file with the Board of Directors an inventory of such before-  
262 acquired real property. All real property acquired jointly by two or more  
263 Parties after becoming members of Eastside Fire & Rescue shall be the  
264 joint real property of those Parties, and all real property acquired separately  
265 by a Party after becoming a member of Eastside Fire & Rescue shall be the  
266 separate real property of that Party. Eastside Fire & Rescue shall have  
267 exclusive access to and control over all real property listed in Exhibit B.

267  
268 **12.2. Personal Property Ownership.** Upon becoming a member of Eastside  
269 Fire & Rescue, a Party shall file with the Board of Directors an inventory, a  
270 statement of fair market value and a depreciation schedule of all personal  
271 property acquired by the Party prior to becoming a member of Eastside Fire  
272 & Rescue. **Exhibit B**, which is attached and incorporated into this  
273 Agreement, lists and describes personal property of the Parties over which  
274 Eastside Fire & Rescue has exclusive access to and control over, and  
indicates whether the personal property of a Party is considered separate

275 personal property of the Party or joint personal property of Eastside Fire &  
276 Rescue.

277 12.3. **Eastside Fire & Rescue Property Ownership.** All real and personal  
278 property that is owned by Eastside Fire & Rescue is listed and described in  
279 **Exhibit C.**

280 12.4. **Personal Property Replacement.** The Board of Directors shall fund,  
281 replace, value, and depreciate all personal property listed and described in  
282 **Exhibit B** and **Exhibit C**, including the establishment and funding of a  
283 special account for replacement of personal property. In conjunction with  
284 the biennial or annual budget process of paragraph 5, the Board may, by  
285 motion, amend **Exhibit B** and **Exhibit C**. The motion shall be reduced to  
286 writing, shall be filed with the Secretary of the Board, and shall be attached  
287 to this Agreement.

288 12.5. **Real Property Maintenance and Repair.** The Board of Directors shall fund  
289 the maintenance and repair of all real property in accordance with **Exhibit**  
290 **C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of  
291 a special account for maintenance and repair of real property. In conjunction  
292 with the biennial or annual budget process of paragraph 5, the Board may,  
293 by motion, amend **Exhibit C** and **Exhibit D**. The motion shall be reduced to  
294 writing, shall be filed with the Secretary of the Board, and shall be  
295 attached to this Agreement.

296 12.6. **Improvements to Real Property.** The Board of Directors shall determine  
297 and carry out all improvements to real property. Upon request by a Party or  
298 Parties, the Board may carry out improvements to separate real property  
299 that are paid for entirely by a Party or Parties.

300 13. **Indemnification and Hold Harmless.** Each Party shall protect, defend,  
301 indemnify, and hold harmless all other Parties to this Agreement, and their officers,  
302 employees and agents, from any and all costs, claims, judgments or awards of  
303 damages, arising out of or in any way resulting from the negligent acts or omissions  
304 of such Party, and its officers, employees and agents, in performing or  
305 administrating this Agreement. Eastside Fire & Rescue shall protect, defend,  
306 indemnify, and hold harmless the Parties to this Agreement, and their officers,  
307 employees and agents, from any and all costs, claims, judgments or awards of  
308 damages, arising out of or in any way resulting from the negligent acts or omissions  
309 of Eastside Fire & Rescue, and its officers, employees and agents, in performing  
310 or administrating this Agreement.

311 14. **Insurance.** The Board of Directors shall provide insurance coverage for all  
312 operations, facilities, equipment, and personnel of Eastside Fire & Rescue.

313    **15. Operational Rules and Regulations.** The Board of Directors shall, from time to  
314    time, adopt and implement necessary rules and regulations consistent with this  
315    Agreement to govern operations of Eastside Fire & Rescue.

316    **16. Withdrawal by Party.**

317       **16.1. Right to Withdraw.** Any Party may withdraw from Eastside Fire & Rescue  
318    at the end of the initial term, or at the end of any successive ten-year term,  
319    by filing with the other Parties a notice of withdrawal in January of 2029 or  
320    in January of the eighth year of any succeeding term, as applicable.

321       **16.2. Responsibility and Liability Upon Withdrawal.** If Eastside Fire & Rescue  
322    lays off any employees as a result of the withdrawal, the withdrawing Party  
323    shall be responsible for payment of accrued employee benefits,  
324    continuation of employee benefits required by law and unemployment  
325    compensation for a period not to exceed five years. For purposes of this  
326    paragraph, "employee" means an individual whose employment with  
327    Eastside Fire & Rescue has been terminated as a direct result of the Party  
328    withdrawing from Eastside Fire & Rescue. If the withdrawing Party  
329    establishes its own fire department upon withdrawal, it shall collectively  
330    bargain with the International Association of Firefighters Local 2878  
331    ("Union") and assume employment of laid-off employees. Employment with  
332    the withdrawing Party shall fall under the collective bargaining agreement  
333    ("CBA") negotiated between Eastside Fire & Rescue and the Union. Upon  
334    expiration of the CBA, the withdrawing Party and the Union shall re-  
335    negotiate. If the withdrawing Party contracts for service with another entity,  
336    the Party shall collectively bargain with the Union and transition employment  
337    of laid-off employees to the new entity providing service. After withdrawal,  
338    the withdrawing Party shall remain liable and responsible for its pro rata  
339    share of all liabilities, payments and obligations incurred by or attributed to  
340    Eastside Fire & Rescue during the membership of the withdrawing Party in  
341    Eastside Fire & Rescue, in accordance with the revenue formula provided  
342    for in paragraph 7 in effect at the time of notice of withdrawal. In addition,  
343    the withdrawing Party shall be liable for all expenses incurred by Eastside  
344    Fire & Rescue attributable to requests and directions made by the  
345    withdrawing Party pursuant to withdrawal, including payment of overtime if  
346    the withdrawing Party requests that Eastside Fire & Rescue refrain from  
347    hiring employees prior to withdrawal. Within 30 days after the date of  
348    withdrawal, Eastside Fire & Rescue shall settle with the withdrawing Party  
349    all liabilities, payments and obligations that became fixed on or before the  
350    date of withdrawal. Within 30 days after any liabilities, payments or  
351    obligations become fixed after the date of withdrawal, Eastside Fire &  
352    Rescue shall settle such liabilities, payments and obligations with the  
353    withdrawing Party.

354       **16.3. Return of Property.** The Board shall return all separate real property and  
355    separate personal property, as identified in the Exhibits, to the withdrawing

Party on or before the effective date of withdrawal. The Board shall determine the fair market value of all joint real property and joint personal property. The withdrawing Party on or before the effective date of withdrawal shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of the joint real property and the joint personal property, in accordance with the withdrawing Party's equity in Eastside Fire & Rescue as determined by the financial statements of Eastside Fire & Rescue for the year of withdrawal. If the withdrawing Party disputes the Board's determination of fair market value of the joint real property or joint personal property, the withdrawing Party shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected by the Party and the Board.

**17. Termination by All Parties.** Upon expiration of this Agreement, including automatic renewals thereof, the Parties shall be governed by the following provisions:

**17.1. Preference in Hiring.** Any Party that establishes a new fire department upon expiration of this Agreement shall collectively bargain with the Union and assume employment of laid-off employees of Eastside Fire & Rescue. Employment with the Party shall fall under the CBA negotiated between Eastside Fire & Rescue and the Union. Upon expiration of the CBA, the Party and the Union shall re-negotiate. Any Party that contracts for service with another entity upon expiration of this Agreement shall collectively bargain with the Union and transition employment of laid-off employees to the new entity providing service.

**17.2. Liability.** A Party shall remain liable and responsible for its pro rata share of all liabilities, payments and obligations incurred by or attributed to Eastside Fire & Rescue during the membership of the Party in Eastside Fire & Rescue, in accordance with the revenue formula of paragraph 7 for the last year of Eastside Fire & Rescue.

17.3. **Return of Property.** The Board shall return all separate real and personal property, as identified in the Exhibits, to each Party. The Board shall determine the fair market value of all joint real property and all joint personal property. Each Party shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of the joint real property and personal property, in accordance the Party's equity in Eastside Fire & Rescue as determined by the financial statements of Eastside Fire & Rescue for the last year of Eastside Fire & Rescue. If a Party disputes the Board's determination of fair market value of the property, the Party shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected by the Party and the Board.

**18. Annexations.** The Parties acknowledge that upon annexation by a City of the territory of a District, the provisions of RCW 35.02.190, 35.02.200, 35.02.205,

398       35A.14.380, 35A.14.801 and 35A.14.400 require, in some cases, the transfer of  
399       assets and/or payment of cash, properties or contracts for services between the  
400       City and the District. The Parties agree that the asset transfer and payment  
401       required by such statutes shall be accounted for on the financial statements and  
402       audit reports of Eastside Fire & Rescue, and that the final accounting for the asset  
403       transfer and payment shall occur on withdrawal of a City or a District from Eastside  
404       Fire & Rescue or on expiration of this Agreement, as applicable. The Parties further  
405       agree that the annual financial contributions of the City and the District involved in  
406       the annexation, pursuant to the revenue formula, shall be changed for the annexed  
407       territory on the date that the City is entitled to receive property taxes from the  
408       annexed territory.

409       **19. Incorporations.** If a city formed subsequent to execution of this Agreement  
410       incorporates within all or a portion of a District, all powers, duties and decisions to  
411       be made by the District pursuant to Chapters 35.02, 35A.14 and 52.04 RCW, as  
412       presently existing or as amended, shall be exercised by the Board of Fire  
413       Commissioners rather than the Board of Directors.

414       **20. Volunteers.** Eastside Fire & Rescue acknowledges the role and need for  
415       volunteers and shall make available opportunities for citizens of the Parties to  
416       volunteer in their communities by taking active efforts to recruit, train and maintain  
417       volunteers.

418       **21. Addition of Parties.** The legislative body of a governmental agency or entity that  
419       either abuts or is in close proximity to a Party may adopt and file with the Board of  
420       Directors a resolution to join Eastside Fire & Rescue. Upon receipt of the request,  
421       the Board of Directors, by affirmative vote of a majority of the entire membership  
422       of the Board, may by motion or resolution authorize consideration of the request  
423       through a plan and process adopted by such motion or resolution. The plan and  
424       process shall include necessary amendments to this Agreement and a schedule  
425       for and components of such consideration, which schedule and components shall  
426       include, but not be limited to a written report of the operational and financial impact  
427       on and philosophical compatibility with Eastside Fire & Rescue. The Board, by  
428       affirmative vote of a majority of the entire membership of the Board, shall submit  
429       its recommendation regarding the request to the governing bodies of all Parties.  
430       To be effective, a request to join Eastside Fire & Rescue, and any necessary  
431       amendments to this Agreement, shall be approved by resolution of all of the  
432       governing bodies of the Parties. If a Party has filed a notice of withdrawal from  
433       Eastside Fire & Rescue pursuant to paragraph 16.1, that withdrawing Party shall  
434       not participate in any vote regarding the consideration and approval of a new Party  
435       of Eastside Fire & Rescue. The membership of the Parties, for voting purposes on  
436       the request to join Eastside Fire & Rescue, shall be determined without the  
437       participation of the withdrawing Party.

438       **22. Liaison/Administrator.** The Fire Chief shall assign one employee to serve as a  
439       Fire Liaison/Administrator to each Party. The fire liaison/administrator shall  
440       perform duties as requested by the Fire Chief, which may include attendance at

441 Party governing body or staff meetings; provided, that these duties shall not, in the  
442 opinion of the Fire Chief, interfere with or be disruptive to the overall operation and  
443 management of Eastside Fire & Rescue.

444 23. **Notices.** All notices, requests, demands and other communications required by  
445 this Agreement shall be in writing and, except as expressly provided elsewhere in  
446 this Agreement, shall be deemed to have been given at the time of delivery if  
447 personally delivered or three calendar days after the time of mailing if mailed by  
448 first class mail, postage prepaid.

449 24. **Severability.** If any provision of this Agreement or its application is held invalid,  
450 the remainder of this Agreement or the application of the remainder of this  
451 Agreement shall not be affected.

452 25. **Survivorship.** The rights and duties of paragraphs 9, 13, 16.2, 17.1 and 17.2 shall  
453 survive expiration of this Agreement.

454 26. **Entire Agreement -- Modification.** This Agreement represents the entire  
455 agreement between the Parties. No change, termination or attempted waiver of  
456 any of the provisions of this Agreement shall be binding on any of the Parties  
457 unless executed in writing by authorized representatives of all of the Parties. This  
458 Agreement shall not be modified, supplemented or otherwise affected by the  
459 course of dealing between the Parties.

460 27. **Benefits.** This Agreement is entered into for the benefit of the Parties to this  
461 Agreement only and shall confer no benefits, direct or implied, on any third  
462 persons.

463 28. **Amendment of Original Agreement, 2008 Agreement, 2015 Agreement and  
464 2017 Agreement.** The 2017 Agreement is amended and replaced in its entirety  
465 by this Agreement; provided, that the property inventories filed by the Parties  
466 pursuant to the Original Agreement, the 2008 Agreement or the 2015 Agreement  
467 shall remain valid, unless modified by Section 12.2 of this Agreement, and the  
468 indemnification and hold harmless provisions of the Original Agreement, the 2008  
469 Agreement, the 2015 Agreement and the 2017 Agreement shall survive.

## 470 471 CITY OF ISSAQAH

472 By

473 Date \_\_\_\_\_

4/4  
155 CITY OF NORTH BEND

**475 CITY OF NORTH BEND**  
**476 By**

477 Date

478

4/9 CITY OF SAMMAMISH  
180 By

480 By \_\_\_\_\_

481 Date \_\_\_\_\_

**FIRE DISTRICT 10**

By

Date

**FIRE DISTRICT 28**

## **FIRE DISTRICT 38**

Date \_\_\_\_\_

1   **EXHIBIT A**

2  
3   **Eastside Fire & Rescue**  
4   **Funding Model & Member/Party's Equity**

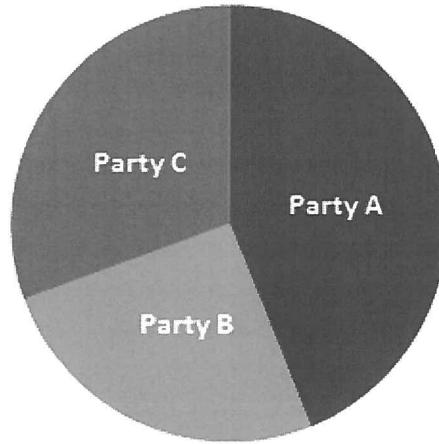
5  
6   **The Funding Model (Revenue Formula)**

7   Eastside Fire & Rescue (EF&R) prepares an annual budget for operations,  
8   equipment replacement, and capital facilities maintenance. A funding model,  
9   which is referred to in Section 7 of the Interlocal Agreement as the "revenue  
10   formula," is then used to decide the monthly contribution of each Party in support  
11   of the maintenance and operation of EF&R. The funding model is as follows:

12  
13   **1 – Establish Party/Station Areas:** Through the use of GIS software, the areas  
14   within the EF&R boundaries that each career station (a station staffed by full-time  
15   employees) responds to first ("first due area") will be determined and merged  
16   with jurisdictional boundary data to establish Party/Station areas within EF&R.

17

**Station X First Due Area by Party**



18  
19

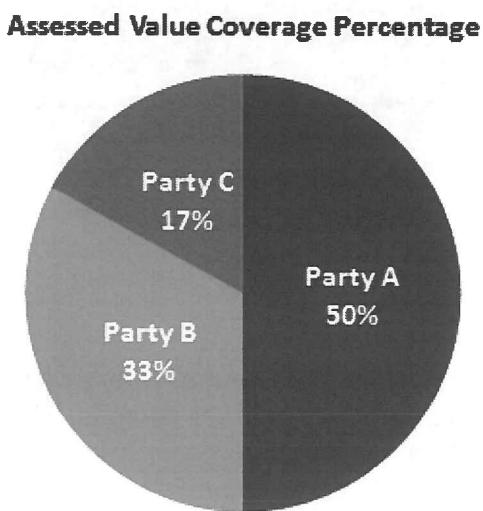
20   **2 – Establish Value, Coverage, and Responsibility of Parcels:** Through the  
21   use of GIS software, Member/Station Areas derived in Step 1 will be merged with  
22   King County parcel data and King County Assessor data to establish Station  
23   Coverage, Party Responsibility and Assessed Value (AV) for each parcel.

24

25   **3 – Establish Each Party's Station Assessed Value Coverage Percentage:**  
26   Using the data derived in Step 2, calculate the total AV of each Party within each  
27   station "first due area," and divide that by the total AV of all parcels covered by  
28   that station. This establishes each Party's percentage of the Assessed Value  
29   Coverage for each station.

30

31           **Ex:** Station X covers \$3b in AV. Of the \$3b in AV, Party A has \$1.5b,  
32           Party B has \$1b, and Party C has \$0.5b. Party A's Assessed Value  
33           Coverage Percentage is 50% ( $\$1.5b/\$3b$ ), Party B's is 33%, and Party C's  
34           is 17%. These percentages will be used in Step 10 to calculate each  
35           Party's Assessed Value Coverage costs for each station.



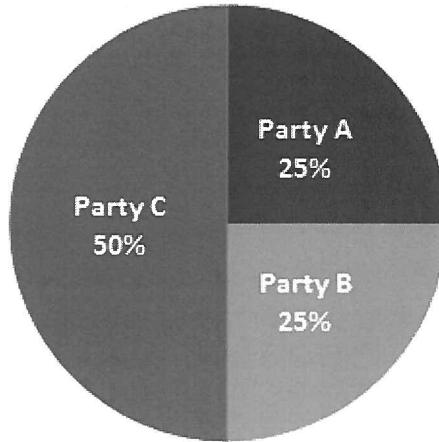
**4 – Establish Type, Coverage, and Ownership of Incidents:** Through the use of GIS software, NORCOM dispatch data will be merged with Party/Station Areas derived in Step 1 to establish Station Coverage, Party Responsibility, and Incident Type (Fire or EMS) for every incident.

**5 – Assign Fire-to-EMS Incident Weighting (75%-25%):** Multiply the number of Fire incidents in each Party/Station area by 3, and add the number of EMS incidents in each Party/Station Area. This will establish the Total Weighted Incident values within each Party/Station Area derived in Step 1.

**6 – Establish Each Party’s Weighted Incident Coverage Percentage:** Using the data derived in Steps 4 and 5, calculate the total Weighted Incidents for each Party within each station “first due area,” and divide that by the total Weighted Incidents covered by that station. This establishes each Party’s percentage of the Weighted Incident Coverage for each station.

Ex: Station X covers a total of 800 weighted incidents. Of the 800 weighted incidents, Party A has 200, Party B has 200, and Party C has 400. Party A's Weighted Incident Coverage Percentage is 25% ( $200/800$ ), Party B's is 25%, and Party C's is 50%. These percentages will be used in Step 11 to calculate each Party's Weighted Incident Coverage costs for each station.

### Weighted Incident Coverage Percentage



61  
62

63 **7 – Calculate Base Station Cost:** Divide the Party's total operating contribution  
64 to the EF&R budget by the number of career stations. This determines the Base  
65 Station Cost for each station.

66

67 **8 – Calculate Total Station Costs:** For Stations 72 and 81, multiply the Base  
68 Station Cost by .75. This establishes the Total Station Cost for those two  
69 Regional Stations. For all other career stations, their Total Station Cost is  
70 determined using the formula **Base Station Cost + (.5\*Base Station Cost/n)**,  
71 (where "n" is the total number of career stations minus 2 (72 and 81)).

72

73 **9 – Calculate Assessed Value and Weighted Incident Coverage Costs:**  
74 Multiply each station's Total Station Cost by .85 to establish the station's  
75 Assessed Value Coverage Cost. Multiply each station's Total Station Cost by .15  
76 to establish the station's Weighted Incident Coverage Cost.

77

78 **Ex:** Station X has a \$2m Total Station Cost. It therefore has an Assessed  
79 Value Coverage Cost of \$1.7m (.85\*\$2m) and an Incident Coverage Cost  
80 of \$0.3m (.15\*\$2m).

81

82 **10 – Calculate Party Assessed Value Coverage Cost Obligation:** For each  
83 station, multiply the Party Assessed Value Coverage Percentage derived in Step  
84 3 by the Assessed Value Coverage Cost derived in Step 9 to determine each  
85 Party's Assessed Value Coverage Cost Obligation for each station.

86

87 **Ex:** In Step 3, Party A's Assessed Value Coverage Percentage for Station  
88 X was 50%, and in Step 9 the Assessed Value Coverage Cost of Station X  
89 was \$1.7m. Therefore, Party A's Assessed Value Coverage Cost  
90 Obligation for Station X is \$850k (.5\*\$1.7m).

91

92 **11 – Calculate Party Weighted Incident Coverage Cost Obligation:** For each  
93 station, multiply the Party Weighted Incident Coverage Percentage derived in  
94 Step 6 by the Weighted Incident Coverage Cost derived in Step 9 to determine  
95 each Party's Weighted Incident Coverage Cost Obligation for each station.  
96

97 **Ex:** In Step 6, Party A's Weighted Incident Coverage Percentage for  
98 Station X was 25%, and in Step 9 the Weighted Incident Coverage Cost of  
99 Station X was \$0.3m. Therefore, Party A's Weighted Incident Coverage  
100 Cost Obligation for Station X is \$75k (.25\*\$0.3m).

101 **12 – Calculate Total Individual Party Costs for Each Station:** Add the  
102 Coverage Costs determined in Steps 10 and 11 to calculate the Total Party Cost  
103 for each station.  
104

105 **Ex:** In Step 10, Party A's cost was \$850k, and in Step 11 it was \$75k.  
106 Therefore, Party A's Total cost for Station X is \$925k (\$850k+\$75k).  
107

108 **13 – Calculate Total Party Costs:** Add each Party's individual cost for each  
109 station to determine its Total Costs for all stations.  
110

111 **14 – Phase In/Calculation Years:** Incident weighting is phased in over two  
112 periods, 7 1/2% in 2015 and 15% in 2016 through 2021, using the ratios  
113 determined by the 2013 AV and 2012 NORCOM dispatch incidents to apply to  
114 2015, 2016, 2017, and 2018 budgets to determine Party contributions. In 2018,  
115 before May 30<sup>th</sup>, the funding formula ratios shall be recalculated based on 2016  
116 NORCOM dispatch incidents and 2017 King County AV Data and used for the  
117 2019, 2020, and 2021 Party contribution calculations. Subsequent updates to the  
118 formula shall occur before May 30th, of every second year, beginning in 2022.  
119 Updates shall be recalculated utilizing the most recently available yearly data for  
120 NORCOM dispatch incidents and King County Assessed Valuations.  
121

122 **Adjustment to the Funding Model for Annexation:**

123 In the event a Party annexes another Party's area after July 1, 2007, the  
124 funding model will reallocate the costs as of the effective date that the property  
125 tax collections accrue to the annexing party. The following is an example:  
126

127 Party A is a fire district with AV of \$1.2 billion. Party B is a city with AV of  
128 \$0.8 billion. The two Parties share the use of one station. Party B annexes \$0.2  
129 billion of AV from Party A on March 1<sup>st</sup> and gives notice that the annexation is  
130 effective on April 1<sup>st</sup>. The cost center cost is \$2 million of which Party A pays \$1.2  
131 million (60%) and Party B pays \$800 thousand (40%).

132 EF&R would adjust the funding model to reflect the annexation  
133 administratively. Responsibility for payment of the costs associated with the  
134 annexed area shall transfer to the annexing Party upon the effective date of the  
135 shift of payment of property tax collections from one Party to the other. In the  
136 example above, when Party B begins receiving the real property taxes on the

137 newly annexed \$200 million in AV, Party B shall pay an increased percentage of  
138 the station cost.

139

140 In the event of an annexation by a non-Party city of an area of a Party, or  
141 in the event of an annexation by a Party of an area outside of the total area of all  
142 Parties, the AV shall be recalculated in and for the year that the annexation  
143 becomes effective, consistent with this section, and shall continue for all  
144 succeeding years.

145

146 **Comment regarding EF&R's Financial Statement - Party's Equity of**  
147 **Operating Fund and all assets not addressed in Exhibit B or C:**

148 According to the Washington State Auditor, EF&R is a joint venture  
149 partnership operating under the equity accounting section of the Budget,  
150 Accounting and Reporting Systems (BARS). This means that as a "Partner," all  
151 value contributed by each Party, including cash, equipment, or facilities, is  
152 treated as that Party's equity in the Partnership. This begins with the first dollar  
153 and continues forward cumulatively each year.

154 The footnotes in EF&R's annual financial statement identify each Party's  
155 percentage of the EF&R total equity at the end of each year. The percentage,  
156 when applied to the net worth of the EF&R total equity, expresses each Party's  
157 ownership in dollars.

158 It does not matter that some of the equity is in equipment (not including  
159 equipment listed in Exhibit B), or the Reserve Fund (not including reserves listed  
160 in Exhibit B or C).

1      **EXHIBIT B**

2

3      **Property Ownership**

4

5      **Property and Apparatus Ownership**

6      Table 1 and Table 2 represent ownership of the fixed properties and apparatus  
7      Eastside Fire & Rescue utilizes.

8

9      **1 – Property:**

	<b>Building &amp; Land</b>	<b>Address</b>	<b>Information</b>
King County Fire Protection District 10	Headquarters	175 Newport Way NW, Issaquah	
	Station 74 - Preston	8641 Preston - Fall City Rd., Issaquah	
	Station 76 - Tiger Mountain	15132 Tiger Mtn Rd. SE., Issaquah	
	Station 78 - May Valley	20720 SE May Valley Rd, Issaquah	
	Station 85 - Carnation	3600 Tolt Ave - Carnation	
	Station 86 - Lake Joy	10644 E Lake Joy Dr, Carnation	
City of Issaquah	Station 71	190 E Sunset Way, Issaquah	
	station 72	1575 NW Maple St, Issaquah	
	Station 73	1280 NE Park Dr, Issaquah	
City of Sammamish	Station 81	2030 212th Ave SE, Sammamish	
	Station 82	1851 228th Ave NE, Sammamish	
	Station 83	3425 Issaquah-Pine Lake Rd SE, Sammamish	
City of North Bend	Station 87	500 Maloney Grove Ave SE, North Bend	Owned in part with Fire District 38
Fire District 38	Station 87	500 Maloney Grove Ave SE, North Bend	Owned in part with City of North Bend
	Station 88	43204 SE 172nd Pl, North Bend	

10

11      **2 – Apparatus: See attached Excel Spreadsheet**



Apparatus Number	Make	Model	Year	Fuel	License	VIN Number	Tank	GPM	Location	Assignment	Training - South County	Asset Owner
1835	Chevrolet	Tahoe	2005	Gas	73706C	1GNEK13265J2433014	N/A	N/A	South County	Shop	D10	
5821	Chevrolet	Silverado	2008	Gas	85666IC	1GCHK23K8872180772	N/A	N/A	HQ	A-180	D10	68
7841	GMC	Savanna	2015	Diesel	B3191C	1GD675CL8F1155273	N/A	N/A	HQ	BOAT-185	D10	
2815	SIX	SIX 2170 Jet Boat	2019	Gas	B7524C	1G9BB2311K1401244	N/A	N/A	Station 85	BOAT-185 Trailer	D10	
2816	Gateway	3500# Boat Trailer	2020	Diesel		1FD0W5HT9LE69162	N/A	N/A	Station 85	Brush Truck	D10	
5822	Ford	F-550	2016	Diesel	B3948C	54F2CB614GWM11505	700	1500	Station 87	E-187	D10	74
8843	Rosenbauer	Commander Pumper	2015	Gas	A6118C	1FM5R8ARSFG447211	N/A	N/A	HQ	Chief - Clark	D-10	
1846	Ford	Explorer	2014	Gas	A6119C	JTDZN3EU2E3363959	N/A	N/A	HQ	Pool	D-10	
1847	Toyota	Prius V	2015	Gas	A5508C	1GNYXGRG7F1161678	N/A	N/A	HQ	Training - Goffs	D-10	
1848	Chevrolet	Express	2019	Gas	B7523C	1FB2Z2NMXKKB472605	N/A	N/A	HQ	Fire Corps Van - Schutter	D-10	
1850	Ford	F-550	2008	Diesel	84668C	1FDAW57R38EE43900	N/A	N/A	Station 82	Brush/Utility 182	D-10	
1854	Ford	E-ONE	2002	Diesel	58452C	1NKDLO0X62B8881645	3000	750	Station 73	TN-173	D-10	64
3806	E-ONE	E-One/Kenworth	2002	Diesel	58451C	1NKDLO0X82R8881646	3000	750	Station 85	TN-185	D-10	4
3807	E-ONE	E-One/Kenworth	2011	Diesel	93821C	2NKHHN8X9BM294349	1800	750	Station 81	TN-183	D-10	70
3808	E-ONE	E-One/Kenworth	2016	Diesel	B3947C	1NKD140X7HJ146042	3000	750	Station 87	TN-187	D-10	17
3809	Rosenbauer	Rosenbauer/Kenworth	2017	Diesel	93811C	1FDUF5GT9BEA47798	N/A	N/A	HQ	Shop Maintenance	D-10	
5817	Ford	Ford F-550	2011	Diesel	93810C	1FDUF5GT9BEA47798	N/A	N/A	HQ	Mail/Courier	D-10	
5819	Ford	Transit	2015	Diesel	93810C	1F7FE1YXN6FKB05866	N/A	N/A	Station 73	HazMat-173	D-10	
6808	Ford	F-450	2019	Diesel	C3960C	1FD0WAH77KEC14618	N/A	N/A	Station 74	Drone	D-10	14
6811	Ford	F-350	2000	Diesel	49676C	1FDWF37F8YE851666	N/A	N/A	Station 74	Reserve	D-10	1
7826	Ford	E-450	1999	Diesel	49047C	1FDXE40F1XHB40657	N/A	N/A	Station 76	A-276	D-10	62
7828	Ford	E-450	1999	Diesel	53312C	1FDXE40F0XHC15431	N/A	N/A	Station 86	A-286/Swiftwater	D-10	
7831	Ford	F-350	2000	Diesel	49673C	1FDWF37F6YE851665	N/A	N/A	Station 73	A-171	D-10	43
7842	Ford	E-450	2017	Gas	C0585C	1FDXE454-HDC67450	N/A	N/A	Station 81	A-183	D-10	41
7843	Ford	E-450	2017	Gas	B3952C	1FDXE4F58-HDC67449	N/A	N/A	Station 87	Surplus	D-10	
8831	E-ONE	C2 Pumper	2001	Diesel	58447C	4EN3AAA8X11003648	500	1500	Station 85	Reserve	D-10	
8832	E-ONE	C2 Pumper	2001	Diesel	58448C	4EN3AAA8X11003649	500	1500	HQ	Reserve	D-10	
8833	E-ONE	C2 Pumper	2001	Diesel	58449C	4EN3AAA8X11003650	500	1500	HQ	Reserve	D-10	
8835	E-ONE	Typhoon Pumper	2004	Diesel	69682C	4EN6AAA8841008360	1000	1250	Station 76	E-276	D-10	
8838	International	Placer	2008	Diesel	87242C	1HTWEA2ZRC8J049098	600	Hale/750	Station 87	BR-187	D-10	69
8839	E-ONE	Quest Pumper	2010	Diesel	93809C	4EN3AAA82A1005698	500	Hale/1500	Station 73	E-173	D-10	75
8841	International	Crimson	2012	Diesel	A1815C	1HTWF4AZR1D102557	750	1250	Station 76	Brush - 172	D-38	2
6810	Ford	F-550	2010	Diesel	24223E	1FD0W5HTXBE881569	300	N/A	Station 78	DNR		
1840	Chevrolet	Trailblazer	2008	Gas	87238C	1GNDT135982230963	N/A	N/A	HQ	Fire Prevention - Lawrence	EF&R	71
1841	Chevrolet	Trailblazer	2008	Gas	87237C	1GNDT13538251405	N/A	N/A	HQ	Fire Prevention	EF&R	13
2804	C&B Quality Trailer	2950# Flatted	2007	N/A	85741C	4JUBF13127N027112	N/A	N/A	Station 87	ATV-187 Trailer	EF&R	
2805	Cargo Mate	9950# Cargo	2007	N/A		5NHUFB227412119	N/A	N/A	HQ	HQ Hazmat Decon Trailer	EF&R	
2807	Forest River	7000# Cargo	2010	N/A	93812C	5NHUBL624AT427538	N/A	N/A	Station 86	DERT Trailer	EF&R	
2808	Woolridge	Rescue Boat	1983	Gas	D082401(Decal)	WLG211360683	N/A	N/A	HQ	Unassigned	EF&R	
2809	Polaris	Ranger 6X6	2012	Gas	719438	4XAHR7646C4722658	N/A	N/A	Station 87	ATV-187	EF&R	
2810	Club Car	Utility 4X4	2012	Diesel	N/A	SD1246333705	N/A	N/A	HQ	ATV-177	EF&R	
2811	Cary Cargo	9950# Cargo	2013	N/A	A1831C	4YMLC1823DN014366	N/A	N/A	Station 71	R-171 Trailer	EF&R	
2812	Eagle	3500# Trailer	2012	N/A	A0921C	184BU1412CC011797	N/A	N/A	HQ	ATV-177 Trailer	EF&R	
2813	EZ Loader	3500# Boat Trailer	2015	N/A	A5512C	12EAAMPHF7FA019066	N/A	N/A	HQ	Marine 85 Trailer (Old)	EF&R	
2814	Hyster	H80FT	2010	Propane	P005V04173J	P005V04173J	N/A	N/A	HQ	Shop Forklift	EF&R	

Konk Box Key  
Number

Resolution xxxx, Exhibit A

EF&amp;R Interlocal Agreement - Exhibit B

Apparatus Number	Make	Model	Year	Fuel	License	VIN Number	Tank	GPM	Location	Assignment	Asset Owner	Konx Box Key Number
5818	Chevrolet	Colorado	2012	Gas	96376C	1GCE5BF63C8149409	N/A	N/A	HQ	Shop	FF&R	23
7839	Ford	F-450	2011	Diesel	99223C	1FDU4HT6BEC37406	N/A	N/A	Station 87	A-187	FF&R	42
1845	Chevrolet	Tahoe	2015	Gas	A7700C	1GNSK3KC95R11371	N/A	N/A	HQ	Chief - Tryon	Isaquaah	
1834	Chevrolet	Tahoe	2004	Gas	A1828C	1GNEK13Z14125234	N/A	N/A	South County Training	Training - South County	Isaquaah	
1838	Chevrolet	Tahoe	2008	Gas	47020D	1GNFK130181235560	N/A	N/A	HQ	Burke - South County	Isaquaah	
1842	Chevrolet	Trailblazer	2008	Gas	49257D	1GNDT135882235196	N/A	N/A	HQ	Fire Prevention - Stow	Isaquaah	73
1843	Chevrolet	Suburban	2011	Gas	49120D	1GNWVLEG7BZ297800	N/A	N/A	HQ	Training - South County	Isaquaah	
7836	Ford	E-450	2006	Diesel	80621C	1FDXE45P56DA19329	N/A	N/A	HQ	PubEd CLO	Isaquaah	32
8834	E-ONE	C2 Pumper	2003	Diesel	68162C	4EN3AAA8531007514	500	1500	Station 82	E-182A	Isaquaah	
8842	E-ONE	Quest Pumper	2012	Diesel	50615D	4EN3AAA84C1007745	500	1500	Station 83	E-183	Isaquaah	61
9810	E-ONE	Quest Quint	2009	Diesel	47811D	4EN3AAA8191004585	500	1500/Hale	Station 82	E-182	Isaquaah	40
1851	Ford	F-150	2019	Gas	B8138C	1FTEV1P4ZK076127	N/A	N/A	HQ	B-171	Isaquaah	29
1836	Chevrolet	Suburban	2007	Gas	74620C	3GNGK26K27G199904	N/A	N/A	HQ	Surplus	North Bend	
6807	Saab	Saulsbury	1994	Diesel		457V79704RC012725	N/A	N/A	South County Training	AU-185	North Bend	
1852	Ford	F-150	2019	Gas	B8139C	1FTEV1P44KK076128	N/A	N/A	HQ	B-181	North Bend	53
1849	Chevrolet	Suburban	2015	Gas	A5511C	1GNSK5KC0FRE49512	N/A	N/A	HQ	BC Reserve	Samnamish	
1831	Chevrolet	Suburban	2003	Gas	36642D	3GNGK26G33G229837	N/A	N/A	Station 85	Marine 85 Tow	Samnamish	
1837	Ford	Escape	2008	Gas	77329C	1FMCU59H18KA80315	N/A	N/A	HQ	CLO - Johnson	Samnamish	28
1844	Chevrolet	Tahoe	2012	Gas	9675C	1GNSK2E08CR290633	N/A	N/A	HQ	BC Schutter	Samnamish	
5816	Chevrolet	Express	2008	Diesel	90111C	1GBJG315381191783	N/A	N/A	HQ	Facilities - Gilomen	Samnamish	
6806	Kenworth	Kenworth	2002	Diesel	33335D	2NKMWH78X83M883740	N/A	N/A	Station 87	R-187	Samnamish	27
7825	Ford	E-450	1999	Diesel	49046C	1FDXE40FXXH840656	N/A	N/A	Station 83	A-189	Samnamish	44
7832	Ford	E-450	1999	Diesel	53314C	1FDXE40F9XH23012	N/A	N/A	HQ	A-288	Samnamish	34
7838	GMC	Savanna	2011	Diesel	99222C	1GD675CL0B1162650	N/A	N/A	Station 85	A-185	Samnamish	35
7840	GMC	Savanna	2014	Diesel	57700D	1GD675CL7E1115409	N/A	N/A	Station 78	A-178	Samnamish	52
8836	E-ONE	Typhoon Pumper	2004	Diesel	69683C	4EN6AAA8X41008359	1000	1250	Station 74	E-274	Samnamish	12
8837	E-ONE	Typhoon Pumper	2004	Diesel	72321C	4EN6AAA8141008358	1000	1250	HQ	Surplus	Samnamish	49
8840	E-ONE	Quest Pumper	2010	Diesel	47320D	4EN3AAA80A1005697	500	Hale / 1500	Station 78	E-178	Samnamish	39
9811	Rosenbauer	Commander Tiller	2018	Diesel	B3555C	54F2FC608HW1M11982	300	1500/Ros	Station 71	L-171	Samnamish	18
1853	Ford	F-150	2019	Gas	B3729C	1FTEV1P46KK076129	N/A	N/A	HQ	DC Lane	Samnamish	
2806	Cargo Mate	7000# Cargo	2007	N/A	46811D	5NHUTB172877409886	N/A	N/A	HQ	Oil Spill Response Trailer	Snoqualmie Tribe	
5820	Mercedes	Sprinter	2018	Diesel	B3566C	WD3PF4CC9P542455	N/A	N/A	HQ	COM-181	District 10	
8844	Rosenbauer	Commander Pumper	2016	Diesel	B3349C	54F2CB616GWM11506	700	1500	Station 85	E-185		31
8845	Rosenbauer	Commander Pumper	2016	Diesel	B3550C	54F2CB618GWM11507	700	1500	Station 72	E-172		50

1   **EXHIBIT C**

2

3   Nonprofit Corporation Property Ownership

4

5   **Property and Apparatus Ownership**

6   The ownership of all property not expressly identified in Exhibit B is owned by the  
7   EF&R Non-Profit Corporation, to include items listed in Table 1.

8

9   Since the inception of the EF&R Inter-Local Agreement, the items on this list have  
10   been purchased out of the EF&R General Fund or the jointly funded Equipment  
11   Replacement Fund.

12

13   **1 – Property:**

IT Equipment
Bunker Gear
Self-Contained Breathing Apparatus
Rescue equipment
Office Supplies
Radios
Furniture
Uniforms
Hose
Any other property not expressly listed in Exhibit B

14

1   **EXHIBIT D**

2

3   **Eastside Fire & Rescue**

4   **Equipment Replacement Fund and Capital Facilities Maintenance Fund**

5

6   Per paragraph 12.5, Exhibit D "shall include the establishment and funding of a  
7   special account for maintenance and repair of real property".

8

9   The EF&R Board of Directors have adopted, and maintain, two policies in direct  
10   support of this exhibit. Policy 0008 (Equipment Replacement Fund) and Policy  
11   0005 (Capital Facilities Maintenance Fund).

12

13   The Equipment Replacement and Capital Facilities Maintenance schedules  
14   adopted in the most recent annual/biennial budget process will serve as Exhibit  
15   D.

Equipment Replacement Fund (ERF) Schedule (2021-2022)

EF&R Interlocal Agreement - Exhibit D

Resolution XXXX Exhibit A

**Equipment Replacement Fund (ERF) Schedule (2021-2022)**  
**Facility Standard (useful life)**

Item	Career	Volunteer	Admin/Shop
	Less than (years)	Less than (years)	Less than (years)
Flooring (Vinyl)	20	30	20
Flooring (Tile)	30	40	30
Flooring (Concrete)	25	25	25
Carpet	15	30	20
Paint (interior)	20	30	20
Paint (exterior)	20	25	20
Generator	25	35	25
Cabinetry	25	35	25
Windows	50	50	50
Vehicle Exhaust	25	35	25
Septic System(s)	40	50	40
Shop Lifts	0	0	30
Roof 40 yr	40	40	40
Roof 50 yr	50	50	50
Roof 30 yr	30	30	30
HVAC	15	30	15
Blank	0	0	0
Garage Door (roll-up)	25	35	25
Garage Door (bi-fold)	50	50	50
Asphalt (replace)	50	50	50
Asphalt (seal)	5	5	5
Communications Systems	20	20	20
Deck	25	25	25
Fixtures	25	35	25
Appliances	15	30	15
Walkways	50	50	50
Entry Hardware (key way)	5	5	5
Entry Hardware (cardlock)	15	15	15
Hot Water	8	12	8

- 1) Carpet (when due for replacement) will be replaced by solid surface flooring (example; vinyl, polished concrete, laminate).
- 2) Septic systems shall be connected to sewer, if available, when due for replacement.
- 3) Roof replacement assumes replacement of gutters and skylights.
- 4) All stations will be upgraded to a cardlock system no later than 12/31/19.
- 5) Parking lot sealing includes lot striping.
- 6) Interior paint includes ceiling tile replacement when applicable.

**EXHIBIT D - CFMF Scheduled Maintenance Expenditures**

Description	Station	2020	2021	2022
Roof Repair	87	\$ 1,000.00		
	HQ		\$ 9,000.00	
	74			\$ 5,000.00
	85		\$ 5,000.00	
HVAC	71		\$ 10,000.00	\$ 10,000.00
	82		\$ 30,000.00	
	83		\$ 20,000.00	
Painting - Exterior	71	\$ 15,000.00		
	76			\$ 3,000.00
	82		\$ 8,000.00	
	83		\$ 8,000.00	
	88			\$ 10,000.00
Boilers - Replace	88			\$ 6,000.00
Locks	74		\$ 6,000.00	
	76	\$ 6,000.00		
	81	\$ 6,000.00		
	82	\$ 3,000.00		
	88	\$ 6,000.00		
Update Flooring	71	\$ 25,000.00		
	81	\$ 8,000.00		
	82	\$ 14,000.00		
	83	\$ 14,000.00		
Kitchen-Remodel	71		\$ 30,000.00	
	83		\$ 30,000.00	
Extractors - Replace	72			\$ 10,000.00
Septic/Sewer updates	81		\$ 10,000.00	
	88			\$ 30,000.00
Fire Code Issues	71		\$ 2,500.00	
	76		\$ 2,500.00	
	82		\$ 2,500.00	
	83		\$ 2,500.00	
	85		\$ 2,500.00	
Hazardous Tree Removal	HQ			\$ 3,000.00
	71		\$ 2,500.00	
	82	\$ 15,000.00	\$ 10,000.00	
Decon	71			\$ 5,000.00
	76		\$ 5,000.00	
	81	\$ 5,000.00		
	82		\$ 5,000.00	
	83		\$ 5,000.00	
	85	\$ 5,000.00		
Exhaust Equipment	shop	\$ 20,000.00		
MISC				
Vehicle Lift System Upgrade	HQ	\$ 36,000.00		
Classroom soundproofing	HQ		\$ 15,000.00	
Parts storage upgrade	HQ			\$ 10,000.00
Improve Generator	76			\$ 20,000.00
Generator Upgrade	81			\$ 20,000.00
Generator Separation	82			\$ 15,000.00
Generator Upgrade	82			\$ 20,000.00
Generator Separation	83			\$ 15,000.00
Generator Upgrade	83			\$ 20,000.00
Total:		\$ 179,000	\$ 221,000	\$ 202,000

EF&amp;R Interlocal Agreement - Exhibit D

