

1 **EASTSIDE FIRE & RESCUE INTERLOCAL AGREEMENT**

2
3 THIS AGREEMENT is entered into by and between KING COUNTY FIRE
4 PROTECTION DISTRICT NO. 10, King County, Washington ("District 10"), FIRE
5 DISTRICT 38, King County, Washington ("District 38"), the CITY OF ISSAQUAH,
6 Washington ("Issaquah"), the CITY OF NORTH BEND, Washington ("North Bend"), and
7 the CITY OF SAMMAMISH, Washington ("Sammamish"), all Washington municipal
8 corporations (collectively, the "Parties").
9

10 **RECITALS**

- 11
12 **A.** On January 1, 1999, District 10, District 38, Issaquah and North Bend commenced
13 operation of Eastside Fire & Rescue, a fire and emergency medical services joint
14 department, pursuant to Chapter 39.34 RCW (the "Interlocal Cooperation Act").
15 On January 1, 2001, Sammamish joined Eastside Fire & Rescue.
16
17 **B.** The original Interlocal Agreement establishing Eastside Fire & Rescue expired on
18 December 31, 2007 ("Original Agreement") (The Original Agreement consisted of
19 the "Agreement for Joint Operation of Fire and Emergency Medical Services"
20 between District 10 and Issaquah, as amended by the "District No. 38 and North
21 Bend Amendment to the Agreement for Joint Operation of Fire and Emergency
22 Medical Services," by the "City of Sammamish Amendment to the Agreement for
23 Joint Operation of Fire and Emergency Medical Services," and by the "Equipment
24 Funding (Separate Ownership) Amendment to Agreement for Joint Operation of
25 Fire and Emergency Medical Services").
26
27 **C.** The Parties extended the operation of Eastside Fire & Rescue another seven years
28 to December 31, 2014, by amending and replacing in its entirety the Original
29 Agreement with another agreement ("2008 Agreement"), for an additional term of
30 seven years to December 31, 2021, by amending and replacing in its entirety the
31 2008 Agreement with another agreement ("2015 Agreement"), and for an
32 additional term of five years to December 31, 2026, by amending the 2015
33 Agreement with another agreement (as amended, the "2017 Agreement").
34
35 **D.** Under the Interlocal Cooperation Act, certain governmental entities may enter into
36 joint agreements forming nonprofit corporations to perform any powers, privileges
37 or authorities that the participating governmental entities may perform.
38
39 **E.** To more effectively and efficiently provide fire prevention, fire suppression,
40 emergency medical, special rescue and hazardous materials incident response
41 and other public health and safety services for the protection of public health, life
42 and property, the Parties find that it is in the best interests of their inhabitants and
43 taxpayers to organize Eastside Fire & Rescue as a nonprofit corporation, public
44 body and instrumentality of the Parties in accordance with the Interlocal
45 Cooperation Act and Chapter 24.03 RCW (the "Washington Nonprofit Corporation
46 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

53 **AGREEMENT**
54

55 The Parties agree as follows:
56

57 **1. Definitions.** The following terms shall have the following meanings:
58

- 59 1.1. "Board of Directors" or "Board" means the joint board of Eastside Fire &
60 Rescue, as described in Paragraph 3.
61
62 1.2. "Eastside Fire & Rescue" means the nonprofit corporation, public body and
63 instrumentality of the Parties formed pursuant to this Agreement for
64 operation and management of the combined operating fire departments of
65 Issaquah, North Bend and Sammamish (collectively, the "Cities") and
66 District 10 and District 38 (collectively, the "Districts").
67
68 1.3. "Fire Chief" means the chief of Eastside Fire & Rescue and the Joint Fire
69 Department appointed by the Board of Directors.
70

71 **2. Nonprofit Incorporation and Term.**
72

- 73 2.1. **Formation and Name.** The Parties hereby create Eastside Fire & Rescue.
74
75 2.2. **Incorporation.** The Parties shall incorporate Eastside Fire & Rescue as a
76 nonprofit corporation, public body and instrumentality of the Parties
77 pursuant to the Washington Nonprofit Corporation Act and as a tax-exempt
78 organization under Section 115 and Section 501(c)(3) of the Code. The
79 Parties may reorganize the form of Eastside Fire & Rescue in any manner
80 as may be permitted by law and by amendment of this Agreement.
81
82 2.3. **Term.** This Agreement shall be effective on _____, and shall
83 terminate on December 31, 2031. It shall be renewed automatically
84 thereafter for successive ten-year terms.
85

86 **3. Board of Directors.**
87

- 88 3.1. **Authority.** A Board of Directors shall administer, operate, and manage
89 Eastside Fire & Rescue and all jointly owned or separately owned real and
90 personal property of the Parties. The Board's authority shall include
91 execution of contracts on behalf of Eastside Fire & Rescue for the provision
92 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

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

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

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

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

8. **Major Capital Expenditures -- Borrowing and Cash Contributions.** Major capital expenditures for real or personal property necessary for the proper operation of Eastside Fire & Rescue may be financed using: annual fund contributions from each Party established under the budget and revenue formula processes in paragraphs 5 and 7 (i.e., pay as you go); the issuance of bonds, notes or other evidences of indebtedness (i.e., borrowing); or any combination of both. 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

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

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

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

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

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

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

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

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

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

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

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

13. Indemnification and Hold Harmless. Each Party shall protect, defend, indemnify, and hold harmless all other Parties to this Agreement, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of such Party, and its officers, employees and agents, in performing or administering this Agreement. Eastside Fire & Rescue shall protect, defend, indemnify, and hold harmless the Parties to this Agreement, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Eastside Fire & Rescue, and its officers, employees and agents, in performing or administering this Agreement.

14. Insurance. The Board of Directors shall provide insurance coverage for all 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,

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ISSAQUAH

By _____

Date _____

CITY OF NORTH BEND

By _____

Date _____

CITY OF SAMMAMISH

By _____

Date _____

FIRE DISTRICT 10

By _____

Date _____

FIRE DISTRICT 38

By _____

Date _____

1 **EXHIBIT A**

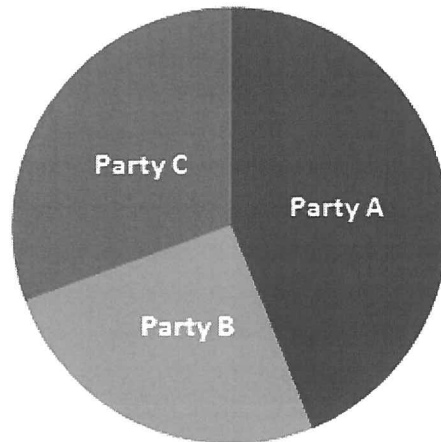
2
3 Eastside Fire & Rescue
4 Funding Model & Member/Party's Equity

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

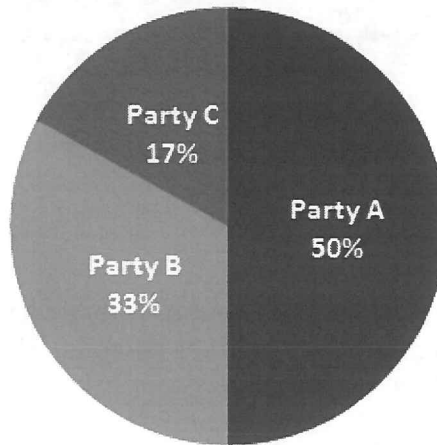


18
19
20 **2 – Establish Value, Coverage, and Responsibility of Parcels:** Through the
21 use of GIS software, Member/Station Areas derived in Step 1 will be merged with
22 King County parcel data and King County Assessor data to establish Station
23 Coverage, Party Responsibility and Assessed Value (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.

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.
36

Assessed Value Coverage Percentage



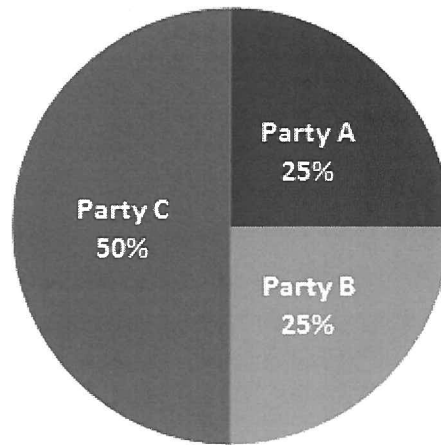
37
38
39 **4 – Establish Type, Coverage, and Ownership of Incidents:** Through the use
40 of GIS software, NORCOM dispatch data will be merged with Party/Station Areas
41 derived in Step 1 to establish Station Coverage, Party Responsibility, and
42 Incident Type (Fire or EMS) for every incident.
43

44 **5 – Assign Fire-to-EMS Incident Weighting (75%-25%):** Multiply the number of
45 Fire incidents in each Party/Station area by 3, and add the number of EMS
46 incidents in each Party/Station Area. This will establish the Total Weighted
47 Incident values within each Party/Station Area derived in Step 1.
48

49 **6 – Establish Each Party's Weighted Incident Coverage Percentage:** Using
50 the data derived in Steps 4 and 5, calculate the total Weighted Incidents for each
51 Party within each station "first due area," and divide that by the total Weighted
52 Incidents covered by that station. This establishes each Party's percentage of the
53 Weighted Incident Coverage for each station.
54

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

Weighted Incident Coverage Percentage



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

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

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

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

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

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

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

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

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

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

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

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

Adjustment to the Funding Model for Annexation:

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

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

EF&R would adjust the funding model to reflect the annexation administratively. Responsibility for payment of the costs associated with the annexed area shall transfer to the annexing Party upon the effective date of the shift of payment of property tax collections from one Party to the other. In the 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).

EXHIBIT B

Property Ownership

Property and Apparatus Ownership

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

1 – Property:

	Building & Land	Address	Information
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	

2 – Apparatus: See attached Excel Spreadsheet

Apparatus Number	Make	Model	Year	Fuel	License	VIN Number	Tank	GPM	Location	Assignment	Asset Owner	Konx Box Key Number
1835	Chevrolet	Tahoe	2005	Gas	73706C	1GNEK13265J243014	N/A	N/A	South County Training	Training - South County	D10	
5821	Chevrolet	Silverado	2008	Gas	85661C	1GCHK23K88F218072	N/A	N/A	HQ	Shop	D10	
7841	GMC	Savanna	2015	Diesel	B3191C	1GDG675CL8F1155273	N/A	N/A	HQ	A-180	D10	68
2815	SIX	SIX 2170 Jet Boat	2019	Gas		US-PHA394P5F919	N/A	N/A	Station 85	BOAT-185	D10	
2816	Gateway	3500# Boat Trailer	2019	N/A	B7524C	1G98B2311KL401244	N/A	N/A	Station 85	BOAT-185 Trailer	D10	
5822	Ford	F-550	2020	Diesel		1FD0W5HT9L6D69162			HQ	Brush Truck	D10	
8843	Rosenbauer	Commander Pumper	2016	Diesel	B3948C	54F2CB614GWM11505	700	1500	Station 87	E-187	D10	74
1846	Ford	Explorer	2015	Gas	A6118C	1FM5K8A5FGA47211	N/A	N/A	HQ	Chief - Clark	D-10	
1847	Toyota	Prius V	2014	Gas	A6119C	JTDZN3U2E3363959	N/A	N/A	HQ	Pool	D-10	
1848	Chevrolet	Express	2015	Gas	A5508C	1GNWGRGF7F1161678	N/A	N/A	HQ	Training - Gotts	D-10	
1850	Ford	Transit	2019	Gas	B7523C	1FBZ2Z2NKKK847605	N/A	N/A	HQ	Fire Corps Van - Schutter	D-10	
1854	Ford	F-550	2008	Diesel	84668C	1FDAW57R48EE43900	N/A	N/A	Station 82	Brush/Utility 182	D-10	
3806	E-ONE	E-One/Kenworth	2002	Diesel	58452C	1NKDL00X6Z8R881645	3000	750	Station 73	TN-173	D-10	64
3807	E-ONE	E-One/Kenworth	2002	Diesel	58451C	1NKDL00X8Z8R881646	3000	750	Station 85	TN-185	D-10	4
3808	E-ONE	E-One/Kenworth	2011	Diesel	93821C	2NKH8H8X9BM294349	1800	750	Station 81	TN-183	D-10	70
3809	Rosenbauer	Rosenbauer/Kenworth	2016	Diesel	B3947C	1NKDL40X7HJ146042	3000	750	Station 87	TN-187	D-10	17
5817	Ford	Ford F-550	2011	Diesel	93811C	1FDUF5GT9BEA47798	N/A	N/A	HQ	Shop Maintenance	D-10	
5819	Ford	Transit	2015	Gas	A5516C	1FTYE1YM6FK805866	N/A	N/A	HQ	Mail/Courier	D-10	
6808	Ford	F-450	2019	Diesel	C3960C	1FD0W4HT7KEC14618	N/A	N/A	Station 73	HazMat-173	D-10	
6811	Ford	F-350	2000	Diesel	49676C	1FD0WF37F8YE851666	N/A	N/A	Station 74	Drone	D-10	14
7826	Ford	E-450	1999	Diesel	49047C	1FDXE40F1XH840657	N/A	N/A	HQ	Reserve	D-10	1
7828	Ford	E-450	1999	Diesel	53312C	1FDXE40FOXHC15431	N/A	N/A	Station 76	A-276	D-10	62
7831	Ford	F-350	2000	Diesel	49673C	1FDWF37F6YE851665	N/A	N/A	Station 86	A-286/Swiftwater	D-10	
7842	Ford	E-450	2017	Gas	C0585C	1FDXE4F5H4DC67450	N/A	N/A	Station 71	A-171	D-10	43
7843	Ford	E-450	2017	Gas	B3952C	1FDXE4F5H8DC67449	N/A	N/A	Station 81	A-183	D-10	41
8831	E-ONE	C2 Pumper	2001	Diesel	58447C	4EN3AAA8X11003648	500	1500	Station 85	Surplus	D-10	
8832	E-ONE	C2 Pumper	2001	Diesel	58448C	4EN3AAA8A11003649	500	1500	HQ	Reserve	D-10	
8833	E-ONE	C2 Pumper	2001	Diesel	58449C	4EN3AAA8811003650	500	1500	HQ	Reserve	D-10	
8835	E-ONE	Typhoon Pumper	2004	Diesel	69682C	4EN6AAA8841008560	1000	1250	Station 76	E-276	D-10	
8838	International	Placer	2008	Diesel	87242C	1HTWEAZR68J049098	600	Hale/750	Station 87	BR-187	D-10	69
8839	E-ONE	Quest Pumper	2010	Diesel	93809C	4EN3AAA8A2A1005698	500	Hale/1500	Station 73	E-173	D-10	75
8841	International	Crimson	2012	Diesel	A1815C	1HTWEAZRIDJ102557	750	1250	Station 76	Brush - 172	D-38	2
6810	Ford	F-550	2010	Diesel	24223E	1FD0W5HTXBE881569	300		Station 78	Brush-178	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	1GNDT135382251405	N/A	N/A	HQ	Fire Prevention	EF&R	13
2804	C&B Quality Trailer	2950# flatbed	2007	N/A	85741C	4JUBF13127N027112	N/A	N/A	Station 87	ATV-187 Trailer	EF&R	
2805	Cargo Mate	9950# Cargo	2007	N/A		5NHUTBT227T412119	N/A	N/A	HQ	HQ Hazmat Decon Trailer	EF&R	
2807	Forest River	7000# Cargo	2010	N/A	93812C	5NHUBL624A1427538	N/A	N/A	Station 86	DERT Trailer	EF&R	
2808	Wooldridge	Rescue Boat	1983	Gas	D082401(Decal)	WLG2113360683	N/A	N/A	HQ	Unassigned	EF&R	
2809	Polaris	Ranger 6X6	2012	Gas	719438	4XAH76A6C4722658	N/A	N/A	Station 87	ATV-187	EF&R	
2810	Club Car	Utility 4X4	2012	Diesel	N/A	5D1246333705	N/A	N/A	HQ	ATV-177	EF&R	
2811	Carry Cargo	9950# Cargo	2013	N/A	A1831C	4YMCL1823DN014366	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	1ZEAAMPHF7A019066	N/A	N/A	HQ	Marine 85 Trailer (Old)	EF&R	
2814	Hyster	H80FT	2010	Propane		P005V04173J	N/A	N/A	HQ	Shop Forklift	EF&R	

Apparatus Number	Make	Model	Year	Fuel	License	VIN Number	Tank	GPM	Location	Assignment	Asset Owner	Konx Box Key Number
5818	Chevrolet	Colorado	2012	Gas	96576C	1GCES8F3C8149409	N/A	N/A	HQ	Shop	EF&R	
7839	Ford	F-450	2011	Diesel	99223C	1FDUF4HT6BC37406	N/A	N/A	Station 87	A-187	EF&R	23
1845	Chevrolet	Tahoe	2015	Gas	A7700C	1GNSK3KC3FR511371	N/A	N/A	HQ	Chief - Tryon	Issaquah	42
1834	Chevrolet	Tahoe	2008	Gas	A1828C	1GNEK13214J252234	N/A	N/A	South County Training	Training - South County	Issaquah	
1838	Chevrolet	Tahoe	2008	Gas	47402D	1GNFK13018J235560	N/A	N/A	HQ	Burke - South County	Issaquah	
1842	Chevrolet	Trailblazer	2008	Gas	49257D	1GNDT135682235196	N/A	N/A	HQ	Fire Prevention - Stow	Issaquah	73
1843	Chevrolet	Suburban	2011	Gas	49120D	1GNWKEG78R292800	N/A	N/A	HQ	Training - South County	Issaquah	
7836	Ford	E-450	2006	Diesel	80621C	1FDXE45P56DA19329	N/A	N/A	HQ	PubEd CLO	Issaquah	32
8834	E-ONE	C2 Pumper	2003	Diesel	68162C	4EN3AAA8531007514	500	1500	Station 82		Issaquah	
8842	E-ONE	Quest Pumper	2012	Diesel	50615D	4EN3AAA84C1007245	500	1500	Station 83	E-183	Issaquah	61
9810	E-ONE	Quest Quint	2009	Diesel	47811D	4EN3AAA8191004585	500	1500/Hale	Station 82	E-182	Issaquah	40
1851	Ford	F-150	2019	Gas	88138C	1FTEW1P42KKD76127	N/A	N/A	Station 72	B-171	Issaquah	29
1836	Chevrolet	Suburban	2007	Gas	74620C	3GNGK26K27G199904	N/A	N/A	HQ	Surplus	North Bend	
6807	Saulsbury	Saulsbury	1994	Diesel		457V79T04RC012725	N/A	N/A	South County Training	AU-185	North Bend	
1852	Ford	F-150	2019	Gas	88139C	1FTEW1P44KKD76128	N/A	N/A	Fall City	B-181	North Bend	53
1849	Chevrolet	Suburban	2015	Gas	A5511C	1GNSK5KCOFR649512	N/A	N/A	HQ	BC Reserve	Sammamish	
1831	Chevrolet	Suburban	2003	Gas	36042D	3GNGK26G33G229837	N/A	N/A	Station 85	Marine 85 Tow	Sammamish	
1837	Ford	Escape	2008	Gas	77529C	1FMCU59H18KA80315	N/A	N/A	HQ	CLO - Johnson	Sammamish	28
1844	Chevrolet	Tahoe	2012	Gas	96575C	1GNSK2E08CR290633	N/A	N/A	HQ	BC Schutter	Sammamish	
5816	Chevrolet	Express	2008	Diesel	90111C	1GBIG316381191783	N/A	N/A	HQ	Facilities - Gilomen	Sammamish	
6806	Kenworth	Kenworth	2002	Diesel	33235D	2NKMZH28X82M883740	N/A	N/A	Station 87	R-187	Sammamish	27
7825	Ford	E-450	1999	Diesel	49046C	1FDXE40FXXHB40656	N/A	N/A	Station 83	A-189	Sammamish	44
7832	Ford	E-450	1999	Diesel	53314C	1FDXE40F9XHC23012	N/A	N/A	HQ	A-288	Sammamish	34
7838	GMC	Savanna	2011	Diesel	99222C	1GD675CL081162650	N/A	N/A	Station 85	A-185	Sammamish	35
7840	GMC	Savanna	2014	Diesel	57700D	1GD675CL7E1115409	N/A	N/A	Station 78	A-178	Sammamish	52
8836	E-ONE	Typhoon Pumper	2004	Diesel	69683C	4EN6AAA8X41008559	1000	1250	Station 74	E-274	Sammamish	12
8837	E-ONE	Typhoon Pumper	2004	Diesel	72621C	4EN6AAA8141008558	1000	1250	HQ	Surplus	Sammamish	49
8840	E-ONE	Quest Pumper	2010	Diesel	47820D	4EN3AAA80A1005697	500	Hale/ 1500	Station 78	E-178	Sammamish	39
9811	Rosenbauer	Commander Tiller	2018	Diesel	83955C	54F2FC608HWM11982	300	1500/Ros	Station 71	L-171	Sammamish	18
1853	Ford	F-150	2019	Gas	83729C	1FTEW1P46KKD76129	N/A	N/A	HQ	DC Lane	Sammamish	
2806	Cargo Mate	7000# Cargo	2007	N/A	46811D	5NHUTBT287T409886	N/A	N/A	HQ	Oil Spill Response Trailer	Snoqualmie Tribe	
5820	Mercedes	Sprinter	2018	Diesel	83956C	WD3PF4CC9JP642455	N/A	N/A	HQ	COM-181	District 10	
8844	Rosenbauer	Commander Pumper	2016	Diesel	83949C	54F2CB616GWM11506	700	1500	Station 85	E-185		31
8845	Rosenbauer	Commander Pumper	2016	Diesel	83950C	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)

[illegible]

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 Updgrade	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 Seperation	82			\$ 15,000.00
Generator Upgrade	82			\$ 20,000.00
Generator Seperation	83			\$ 15,000.00
Generator Upgrade	83			\$ 20,000.00
Total:		\$ 179,000	\$ 221,000	\$ 202,000

EF&R Interlocal Agreement - Exhibit D

