



**Finance and Administrative Committee**

**Agenda**

January 22, 2020

12:00 p.m. – 1:00 p.m.

**Nominate FAC Chair and Vice Chair**

**Old Business:**

1. August 28, 2019 meeting minutes for approval..... Page 2

**New Business:**

1. Governance Discussion ..... Page 4

**Good of the Order**

**Adjourn**

**Next Meeting:** February 19, 2020 12:00 p.m. at HQ

*The FAC meets the fourth Wednesday each month from 12:00-1:00 p.m. at HQ pending items from the EF&R Board.*

**EASTSIDE FIRE & RESCUE  
FINANCE AND ADMINISTRATIVE COMMITTEE  
Meeting Minutes  
August 28, 2019  
Headquarters**

**FAC Members:** Acting Chair Stacy Goodman (City of Issaquah)  
Director Alan Gothelf (City of North Bend)  
Director Karen Moran (City of Sammamish)

**Present:** Dawn Masko (City of North Bend)  
Chris Gianini (City of Sammamish)  
Union President deAlteriis (Local 2878)  
Chief Jeff Clark  
Deputy Chief Ben Lane  
Deputy Chief Greg Tryon  
Deputy Chief Richard Burke  
Budget Analyst Scott Faires  
Executive Assistant Jamie Formisano

**Absent:** Chair Larry Rude (District 10) (*excused*)  
Commissioner Ron Pedee (District 38) (*excused*)

The meeting was called to order at 12:04 p.m. Discussed establishing a quorum, recognizing the Districts are not represented. Consensus to move forward with the agenda and discussions.

**Old Business:**

1. July 31, 2019 meeting minutes for approval: IT WAS MOVED BY DIRECTOR MORAN, SECONDED BY DIRECTOR GOTHELFF TO: Approve the meeting minutes. MOTION CARRIED 3-0.
2. Discuss Project #2 Aid 87: Provided an overview of Project #2, Aid Service near North Bend for a 2020 implementation. The intent is to use one-time funding for the first year, collect data and re-assess on an annual basis for future budget years. Discussed the pros and cons as it relates to all partners and the service delivery model to include response times, call volume, availability of resources, costs, and attrition levels. District 10 and 38 voiced support at the previous FAC meeting. IT WAS MOVED BY DIRECTOR MORAN, SECONDED BY DIRECTOR GOODMAN TO: Recommendation of approval of Project #2 Aid 87 to the EF&R Board of Directors. MOTION CARRIED 3-0.
3. FAC Recommendation to EF&R Board (Agenda Bill: Political Communication Proposal): Unanimously agreed to recommend the Agenda Bill: Political Communication, to the EF&R Board.

47 4. Discuss Battalion Chief 181 Agreement: Discussed the agreement for Battalion Chief  
48 Services between EF&R and District 27 and ideas of how to move forward prior to the  
49 expiration of the contract. Discussed advantages of maintaining the BC in Fall City,  
50 which includes quicker response times in the areas of North Bend and Carnation from  
51 a BC unit. A disadvantage would be EF&R employees are not benefiting from the  
52 leadership of a BC in an EF&R station. It was agreed that Chief Clark will connect with  
53 Chief Connor to discuss further.

54

55 **Executive Session:** None

56

57 **Good of the Order:** September 25 FAC meeting is cancelled.

58

59 The meeting adjourned at 12:27 p.m.

PENDING APPROVAL

**ARTICLES OF INCORPORATION  
OF  
EASTSIDE FIRE & RESCUE**

The undersigned, acting as the incorporator of a nonprofit corporation under the provisions of the Washington Nonprofit Corporation Act, Chapter 24.03 RCW (the “Act”), and pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW (the “Interlocal Cooperation Act”), hereby adopts the following Articles of Incorporation:

Article 1  
NAME

The name of this corporation is Eastside Fire & Rescue (hereinafter referred to as the “Corporation”).

Article 2  
DURATION

The period of duration of the Corporation is perpetual, unless dissolved by operation of law or otherwise.

Article 3  
PURPOSES AND POWERS

3.1 The Corporation is organized on behalf of and as an instrumentality of its governmental members under the Eastside Fire & Rescue Interlocal Agreement (the “Agreement”) to carry out the essential governmental and police power functions of 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.

3.2 In general, and subject to such limitations and conditions as are or may be prescribed by the Act, the Interlocal Cooperation Act, the Agreement, these Articles of Incorporation or the Bylaws of the Corporation, the Corporation shall have all powers which now or hereafter are conferred by law upon a nonprofit corporation and instrumentality of its governmental members organized for the purposes set forth in Section 3.1 above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation’s purposes.

Article 4  
LIMITATIONS

4.1 Notwithstanding any of the provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 115 or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the “Code”).

4.2 No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 115 or Section 501(c)(3) of the Code or any successor provisions. The Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

4.3 No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation is authorized or empowered to pay reasonable compensation for services actually rendered, to reimburse for actual expenditures and to make payments and distributions in furtherance of its purposes.

4.4 In the event of a conflict between or among the Act, the Agreement, these Articles of Incorporation and the Bylaws of the Corporation, the terms and conditions of the Agreement shall control.

#### Article 5 DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or the winding up of its affairs. Upon dissolution or winding up of the Corporation, after paying or making adequate provision for payment of all of the liabilities, all remaining assets of the Corporation shall be distributed as set forth in the Agreement.

#### Article 6 MEMBERS

The members of the Corporation are the governmental entities then party to the Agreement. The manner of election or appointment and the qualification and rights of the members shall be as provided in the Agreement.

#### Article 7 INITIAL DIRECTORS

7.1. The business and affairs of the Corporation shall be managed by its Board of Directors in accordance with the Agreement, these Articles of Incorporation and the Bylaws of the Corporation. The Board of Directors may exercise all such corporate powers of the Corporation and do all such lawful acts to the fullest extent permitted by law.

7.2. The number of directors and the method of selecting directors shall be fixed as provided in the Agreement; provided that the initial directors, who shall hold office until their respective successors are selected in accordance with the Agreement, shall be eight (8) and are as follows:

Name	Address
1. _____	175 Newport Way Northwest, Issaquah, WA 98027
2. _____	175 Newport Way Northwest, Issaquah, WA 98027
3. _____	175 Newport Way Northwest, Issaquah, WA 98027
4. _____	175 Newport Way Northwest, Issaquah, WA 98027
5. _____	175 Newport Way Northwest, Issaquah, WA 98027
6. _____	175 Newport Way Northwest, Issaquah, WA 98027
7. _____	175 Newport Way Northwest, Issaquah, WA 98027
8. _____	175 Newport Way Northwest, Issaquah, WA 98027

Article 8  
LIMITATION OF DIRECTOR LIABILITY

8.1 Except to the extent otherwise required by applicable law (as presently in effect and as hereafter amended), a director of the Corporation shall not be personally liable to the Corporation for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director or (ii) for any transaction from which the director personally receives a benefit in money, property or services to which the director is not legally entitled.

8.2 If the Act is amended to authorize further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended, without any requirement of further action by the Corporation or its directors. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Corporation occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Article 9  
INDEMNIFICATION

9.1 The Corporation shall indemnify any director of the Corporation who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Corporation to the full extent allowed by applicable law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors, the Corporation may indemnify a member, officer, employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Corporation. Reasonable expenses incurred by a director, who is involved in any capacity in a proceeding by reason of the position held in the Corporation, shall be advanced by the Corporation to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended, unless and until it is determined that such person is not entitled to be indemnified.

9.2 The Board of Directors shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), the Agreement, these Articles of Incorporation, the Bylaws of the Corporation, a vote of the Board of Directors of the Corporation, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any member, director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

9.3 The Corporation may purchase and maintain insurance on behalf of any person who is a member, director, officer, employee, or agent of the Corporation or is serving at the request or consent of the Corporation as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person's status, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

9.4 Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the Corporation to lose its exemption from federal income taxation.

#### Article 10 BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws of the Corporation. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board in accordance with the Agreement.

#### Article 11 INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is \_\_\_\_\_. The name of the initial registered agent of the Corporation at such address is: \_\_\_\_\_.

#### Article 12 INCORPORATOR

The name and address of the incorporator of the Corporation is Jeff Clark, 175 Newport Way Northwest, Issaquah, WA 98027.

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jeff Clark, Incorporator

**BYLAWS  
OF  
EASTSIDE FIRE & RESCUE**

Article 1  
OFFICES

The principal office of Eastside Fire & Rescue (the “Corporation”) shall be located at its principal place of business, initially 175 Newport Way Northwest, Issaquah, WA 98027, or such other place as the Board of Directors may designate. The Corporation may have such other offices as the Board of Directors may designate from time to time.

Article 2  
DEFINITIONS

All capitalized terms used but not otherwise defined in these Bylaws have the meanings set forth in the Eastside Fire & Rescue Interlocal Agreement (the “Agreement”).

Article 3  
BOARD OF DIRECTORS

**3.1 General Powers.** The business and affairs of the Corporation shall be conducted under the direction of its Board of Directors as constituted under the Agreement and Corporation’s Articles of Incorporation. The Board of Directors shall be deemed the “board of directors” as that term is used in the Washington Nonprofit Corporation Act, Chapter 24.03 RCW (the “Act”) and shall have all power and authority granted under the Agreement.

**3.2 Duties of Directors.** Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve: (i) in good faith; (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the officer reasonably believes to be in the best interests of the Corporation.

**3.3 Composition of Board.** The number, qualifications and appointment of the directors and alternates of the Board of Directors shall be as provided in the Agreement. Each director shall serve at the pleasure of the Party that the director represents.

**3.4 Term.** Each director shall serve for terms as determined by the legislative body of the appointing Party, as provided in the Agreement. However, any term will automatically terminate if the respective director is no longer an elected official of the appointing Party.

**3.5 Vacancies.** Any director vacancy in office shall be filled by the respective appointing Party, as provided in the Agreement.

**3.6 Resignation; Removal.** A director may resign at any time, which shall be effective upon delivering notice of resignation to the President, or in the case of resignation by the President, to the Vice President. Except as otherwise provided by law, directors may be removed from office only by action of the appointing Party, as provided in the Agreement.



**3.7 Compensation.** Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation, as determined by the Board of Directors.

**3.8 Standing or Temporary Committees.** The Board of Directors may by motion or resolution form and appoint committees and task forces to assist the Board of Directors. Unless the motion or resolution creating a committee or task force specifies that it will conduct its affairs in accordance with the Washington Open Public Meetings Act (Chapter 42.30 RCW), such committee or task force may not act on behalf of the Board of Directors, conduct hearings or take testimony or public comment.

Article 4  
MEETINGS OF BOARD OF DIRECTORS

**4.1 Annual Meeting.** Each calendar year, the Board of Directors shall designate one regular meeting as its annual meeting of the Parties, as required by RCW 24.03.075, and if not so designated, shall be the regular meeting in which officers of the Board of Directors are appointed. The failure to designate or hold an annual meeting at the time provided in these Bylaws does not affect the validity of any corporate action.

**4.2 Regular Meetings.** By resolution or motion, the Board of Directors shall specify the date, time and place for the holding of regular meetings of the Board of Directors.

**4.3 Special Meetings.** The President of the Board of Directors or a majority of directors may call a special meeting of the Board of Directors in accordance with the requirements and procedures of the Open Public Meetings Act, which shall control over any contrary provision in the Act.

**4.4 Place and Conduct of Meetings.** All meetings shall be held at the principal office of the Corporation or at such other place so designated consistent with the Open Public Meetings Act. All meetings of the Board shall be held in compliance with the Open Public Meetings Act. The Board shall prepare minutes of its meetings, which shall be distributed regularly to the legislative bodies of the Parties.

**4.5 Quorum.** A majority of Directors (or alternates) constitutes a quorum for the transaction of any business at any meeting of the Board of Directors.

**4.6 Participation by Telephone.** Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time and participation complies with the Open Public Meetings Act. Participation by such means shall constitute presence in person at a meeting.

**4.7 Manner of Acting.** The actions of the Board of Directors shall be by motion or resolution. Except as provided otherwise in the Agreement, at least five directors or alternates

shall approve a motion or resolution. The Board of Directors shall approve actions regarding changes to the revenue formula of the Corporation as provided in the Agreement.

## Article 5 OFFICERS

**5.1 Positions.** The officers of the Corporation shall consist of a president (who shall also be known as “Chair” of the Board of Directors), a vice president (who shall also be known as “Vice Chair” of the Board of Directors), a secretary and a treasurer, ~~each of whom.~~ The president and the vice president shall be elected by from among the Board of Directors for annual terms ending on the date of each annual meeting. The secretary and the treasurer shall be appointed by the Fire Chief. Each officer shall hold office until a successor is ~~elected~~ selected. Other officers may be ~~elected~~ designated by the Board of Directors, such officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except the offices of president and secretary.

**5.2 President.** The president shall preside at all meetings of the Board of Directors and shall exercise and perform all duties incident to the office of president and such other duties as from time to time may be assigned by resolution or motion of the Board of Directors. The President shall sign deeds, leases, bonds, contracts or other instruments which the Board of Directors has approved and authorized to be executed, except in cases where the signing and execution is expressly delegated by the Board of Directors to some other officer or individual or is required by law to be otherwise signed or executed.

**5.3 Vice President.** In the absence of the president, the vice president shall perform the duties of the president, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned by the Board of Directors.

**5.4 Secretary.** The secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the president, or other officer authorized by the president or the Board of Directors, deeds, leases, bonds, contracts or other instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Board of Directors.

**5.5 Treasurer.** The treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him

or her by the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

**5.6 Delegation.** In the case of absence or inability to act of any officer or of any person herein authorized to act in his or her place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer, any director or any other person whom it may select. The president may delegate duties or powers, in addition to those listed herein to officers and employees of the Corporation as necessary or appropriate to the conduct of the affairs of the Corporation.

**5.7 Duty of Officers.** An officer, with discretionary authority, shall discharge the officer's duties under that authority: (i) in good faith; (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the officer reasonably believes to be in the best interests of the Corporation.

**5.8 Election and Term of Office.** The officers of the Corporation shall be elected each year by the Board of Directors at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected.

**5.9 Vacancies.** A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors at any regular or special meeting of the Board of Directors.

**5.10 Resignation.** Any officer may resign at any time by delivering written notice to the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**5.11 Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed from office, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

## Article 6 STAFF AND CONSULTANTS

The Fire Chief shall be hired, disciplined and discharged by a majority vote of all directors of the Board of Directors. The Fire Chief shall report to and be supervised by the Board of Directors. The Board of Directors shall conduct annually an evaluation of the performance of the Fire Chief, or more frequently if requested by the Board of Directors or the Fire Chief. The Fire Chief shall hire, discipline, discharge and supervise all other employees and all volunteers of the Corporation and shall carry out all other duties specified by the Agreement and as determined by the Board of Directors. The Board of Directors may hire or retain legal counsel and independent auditors. The Board of Directors may hire or retain such other consultants as it may determine, subject to the Agreement.

Article 7  
INDEMNIFICATION

The indemnification rights and the right to advancement of expenses of the Corporation's directors, officers, employees and agents shall be as set forth in the Articles of Incorporation.

Article 8  
ADMINISTRATIVE PROVISIONS

**8.1 Books and Records.** The Corporation shall keep the following records at its principal office:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and directors' names and addresses;
- (d) Minutes of the proceedings of its Board of Directors, and any minutes that may be maintained by committees having any authority of the Board of Directors; and
- (f) Such other records as may be necessary, advisable or required by the Act.

All books and records of the Corporation shall subject to disclosure under the Public Records Act (Chapter 42.56 RCW) and other laws regarding inspection and copying of public records.

**8.2 Fiscal Year.** The accounting year of the Corporation shall be the twelve months ending December 31.

**8.3 Loans to Directors and Officers Prohibited.** No loans or advances shall be made by the Corporation to any of its directors or officers.

**8.4 Seal.** The Corporation need not have a corporate seal. If the Board of Directors adopts a corporate seal, the seal of the Corporation shall be circular in form and consist of the name of Eastside Fire & Rescue.

**8.5 Amendment of Bylaws.** These Bylaws may be amended or repealed by majority vote of the directors then in office at any meeting of the Board of Directors.

**CERTIFICATE OF ADOPTION**

The undersigned Secretary of Eastside Fire & Rescue does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the Board of Directors as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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\_\_\_\_\_, Secretary

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  
13 commenced operation of Eastside Fire & Rescue, a fire and emergency medical  
14 services joint department, pursuant to Chapter 39.34 RCW (the “Interlocal  
15 Cooperation Act”). On January 1, 2001, Sammamish joined Eastside Fire &  
16 Rescue.  
17

18 **B.** The original Interlocal Agreement establishing Eastside Fire & Rescue expired on  
19 December 31, 2007 (“Original Agreement”) (The Original Agreement consisted of  
20 the “Agreement for Joint Operation of Fire and Emergency Medical Services”  
21 between District 10 and Issaquah, as amended by the “District No. 38 and North  
22 Bend Amendment to the Agreement for Joint Operation of Fire and Emergency  
23 Medical Services,” by the “City of Sammamish Amendment to the Agreement for  
24 Joint Operation of Fire and Emergency Medical Services,” and by the “Equipment  
25 Funding (Separate Ownership) Amendment to Agreement for Joint Operation of  
26 Fire and Emergency Medical Services”).  
27

28 **C.** The Parties extended the operation of Eastside Fire & Rescue another seven  
29 years to December 31, 2014, by amending and replacing in its entirety the  
30 Original Agreement with another agreement (“2008 Agreement”), and for an  
31 additional term of seven years to December 31, 2021, by amending and  
32 replacing in its entirety the 2008 Agreement with another agreement (“2015  
33 Agreement”).  
34

35 **D.** Under the Interlocal Cooperation Act, certain governmental entities may enter  
36 into joint agreements forming nonprofit corporations to perform any powers,  
37 privileges 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  
46 Corporation Act”).

47  
48 **D.F.** The Parties therefore desire to extend the operation of Eastside Fire & Rescue  
49 another ~~seven-five~~ years to December 31, 2024~~6~~, to incorporate Eastside Fire &  
50 Rescue as a nonprofit corporation, public body and instrumentality of the Parties,  
51 and to amend and replace in its entirety the 2015~~08~~ Agreement in accordance  
52 with the terms and conditions of this new agreement (“Agreement”).  
53

## 54 **AGREEMENT**

55  
56 The Parties agree as follows:

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

59  
60 1.1. “Board of Directors” or “Board” means the joint board of ~~the Joint Fire~~  
61 ~~Department~~Eastside Fire & Rescue, as described in Paragraph 3.

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

68  
69 4.2.1.3. “Fire Chief” means the chief of Eastside Fire & Rescue and the  
70 Joint Fire Department appointed by the Board of Directors.

71  
72 ~~1.3. “Fire Department” or “Joint Fire Department” means the combined~~  
73 ~~operating fire departments of Issaquah, North Bend and Sammamish~~  
74 ~~(collectively, the “Cities”) and District 10 and District 38 (collectively, the~~  
75 ~~“Districts”). The Joint Fire Department shall be known as “Eastside Fire &~~  
76 ~~Rescue.”~~

77  
78 1.4. “Personal property” means all property that is owned or used by ~~the Joint~~  
79 ~~Fire Department~~Eastside Fire & Rescue and that is not land or buildings,  
80 including but not limited to vehicles, equipment, durable goods, furniture,  
81 fixtures, small tools and supplies.

82  
83 1.5. “Real property” means all land and buildings that are used by ~~the Joint~~  
84 ~~Fire Department~~Eastside Fire & Rescue.

### 85 86 **2. Nonprofit Incorporation and Term.**

87  
88 2.1. Formation and Name. The Parties hereby create Eastside Fire &  
89 Rescue.

90  
91 2.2. Incorporation. The Parties shall incorporate Eastside Fire & Rescue as a  
92 nonprofit corporation, public body and instrumentality of the Parties

93 pursuant to the Washington Nonprofit Corporation Act and as a tax-  
94 exempt organization under Section 115 and Section 501(c)(3) of the  
95 Code. The Parties may reorganize the form of Eastside Fire & Rescue in  
96 any manner as may be permitted by law and by amendment of this  
97 Agreement.  
98

99 2.1.2.3. Term. This Agreement shall be effective on January 1,  
100 2015, and shall terminate on December 31, 2026. It shall be  
101 renewed automatically thereafter for successive ten-year terms.  
102

### 103 **3. Board of Directors.**

104  
105 3.1. **Authority.** A Board of Directors shall administer, operate, and manage  
106 ~~the Joint Fire Department~~ Eastside Fire & Rescue and all jointly owned or  
107 separately owned real and personal property of the Parties. The Board's  
108 authority shall include execution of contracts on behalf of Eastside Fire &  
109 Rescue and the Joint Fire Department for the provision of goods and  
110 services, including the authority to enter into or amend existing or future  
111 employment contracts with the Fire Chief and such other employees as  
112 shall be authorized by the Board. The Board further shall have such  
113 additional authority as may from time to time be conferred on it by the  
114 legislative bodies of all of the Parties. Except as provided in paragraphs 7,  
115 12.3 and 12.4, the Board shall have no authority to modify or revise the  
116 terms of this Agreement.  
117

118 3.2. **Appointment.** The Board of Directors shall consist of eight elected  
119 officials, each of whom shall be currently serving as elected officials of the  
120 governing body of one of the Parties. An "elected official" shall be a  
121 person elected by the voters to the governing body of one of the Parties,  
122 or duly appointed to such an elected position to fill a vacancy on such  
123 governing body. The Issaquah City Council shall appoint two Board  
124 members, the North Bend City Council shall appoint one Board member,  
125 the Sammamish City Council shall appoint two Board members, the  
126 District 10 Board of Fire Commissioners shall appoint two Board  
127 members, and the District 38 Board of Fire Commissioners shall appoint  
128 one Board member. Each Party also shall appoint one of its respective  
129 elected officials as an alternate Board member. If a Party must appoint  
130 two alternate Board members, the Party may appoint the same elected  
131 official to both of the alternate Board member positions. The Board  
132 members and the alternates shall serve at the pleasure of each respective  
133 Party.  
134

135 3.3. **Meetings.** A quorum of the Board of Directors shall consist of five  
136 members or their alternates. Unless actions of the Board are required by  
137 law to be in the form of a resolution, the actions of the Board may be by  
138 motion or resolution. Except as provided otherwise in this Agreement, at



139 least five Board members or alternates shall approve a motion or  
140 resolution. The Board shall approve motions or resolutions regarding  
141 changes to the revenue formula of paragraph 7 by unanimous vote of the  
142 entire membership of the Board. All meetings of the Board shall be held in  
143 compliance with the Open Public Meetings Act, Chapter 42.30 RCW. The  
144 date, time, and place of the regular meetings of the Board shall be  
145 established by resolution of the Board. The Board shall prepare minutes of  
146 its meetings, which shall be distributed regularly to the legislative bodies of  
147 the Parties.

148  
149 **3.4. Committees and Task Forces.** The Board of Directors shall have  
150 authority to form and appoint committees and task forces to assist the  
151 Board in the performance of its duties and responsibilities.  
152

153 **4. Services.** The Board of Directors shall identify and provide services in  
154 accordance with applicable laws and regulations. Services within the boundaries  
155 of the Parties include, but are not limited to: fire prevention; fire suppression;  
156 emergency medical; rescue; and hazardous materials incident response. Within  
157 the boundaries of the Parties, the Board shall provide the following additional  
158 services in conformance with City and County ordinances: fire code inspection  
159 and enforcement; fire code pre-construction building plan review. The Parties  
160 recognize that King County has statutory jurisdiction to enforce the Fire Marshal  
161 provisions of the County Code within the unincorporated areas served by the  
162 Parties.  
163

164 **5. Budget.** The Fire Chief or designee shall prepare a proposed budget for a  
165 succeeding calendar year and a multi-year projection pursuant to a process  
166 established by the Board of Directors. The process shall meet the service needs  
167 and requirements of this Agreement and shall comply with applicable laws and  
168 regulations. The legislative bodies of the Parties shall adopt a budget before the  
169 end of the calendar year in accordance with applicable laws and regulations. The  
170 Board may submit a recommended budget amendment to the legislative bodies  
171 of the Parties, which may adopt a budget amendment in accordance with  
172 applicable laws and regulations. The Board of Directors shall establish a  
173 benchmark to evaluate cost effectiveness.  
174

175 **6. Finances -- Special Fund.** The Board of Directors shall create a special  
176 operating fund at the King County Financial Management Office for the payment  
177 of the operating costs and expenses of Eastside Fire & Rescue~~the Joint Fire~~  
178 ~~Department~~. The Board shall be responsible for the proper management and  
179 accounting of all funds of Eastside Fire & Rescue~~the Joint Fire~~  
180 ~~Department~~. The financial affairs of the Board shall be conducted in accordance with applicable  
181 laws and regulations.  
182

183 **7. Revenues -- Financial Contributions.** Each Party shall contribute funds to  
184 support the maintenance and operation of Eastside Fire & Rescue~~the Joint Fire~~  
185 ~~Department~~ in accordance with the annual revenue formula of this paragraph.

186 The Parties shall pay the financial contributions in equal monthly installments or  
187 as otherwise approved by the Board. The revenue formula for the 2015 annual  
188 financial contributions of the Parties is set forth in **Exhibit A**, which is attached  
189 and incorporated into this Agreement. Pursuant to paragraph 3.3, the Board of  
190 Directors may approve a change in the revenue formula on or before May 30 of  
191 the year preceding the calendar year in which the amended revenue formula will  
192 become effective. Any amendment to the revenue formula shall take into account  
193 the Parties as a whole and individually, considering any criteria deemed  
194 appropriate by the Board. The amended revenue formula shall be filed with the  
195 Secretary of the Board and shall be attached to this Agreement. A Party that has  
196 filed a notice of withdrawal from Eastside Fire & Rescue ~~the Joint Fire~~  
197 ~~Department~~ pursuant to paragraph 16.1 shall not participate in any vote  
198 regarding the consideration and approval of an amendment to the revenue  
199 formula that is effective after the withdrawal. The Parties also shall contribute all  
200 emergency medical service taxes.  
201

202 **8. Major Capital Expenditures -- Bond Issues.** If the Board of Directors  
203 determines that major capital expenditures for real or personal property are  
204 necessary for the proper operation of ~~the Joint Fire Department~~Eastside Fire &  
205 Rescue, and should be financed through a bond issue (voter approved or  
206 legislative body approved) or levy of excess taxes, the Board shall adopt a report  
207 and recommendation and submit it to the legislative bodies of the Parties. If one  
208 Party fails to adopt the recommendation, the proposal shall be rejected. If all  
209 Parties adopt the recommendation, each Party shall adopt appropriate legislative  
210 enactments to authorize a legislative body approved bond issue, or they shall  
211 submit appropriate ballot propositions to the voters at an election selected by all  
212 Parties. If the ballot proposition is not approved in one jurisdiction, the proposal  
213 shall fail.  
214

215 **9. Employer.** ~~Eastside Fire & Rescue District 10 shall serve as the employer of~~  
216 ~~employ~~ all necessary employees and volunteers ~~of the Joint Fire Department~~  
217 ~~for purposes of this Agreement~~, pursuant to applicable laws and regulations. ~~The~~  
218 ~~Parties acknowledge that District 10 serves as the employer of the Joint Fire~~  
219 ~~Department solely for the convenience of the Parties. District 10 shall assign, and~~  
220 ~~Eastside Fire & Rescue shall assume, all existing collective bargaining~~  
221 ~~agreements with respect to employees of District 10. The Parties hereby~~  
222 ~~delegate to, and Eastside Fire & Rescue hereby accepts, all retirement system~~  
223 ~~obligations of the Parties with respect to the employees of District 10. To the~~  
224 ~~extent required by law, Eastside Fire & Rescue hereby elects to participate in the~~  
225 ~~public employee retirement systems of the State in which the employees of~~  
226 ~~District 10 participate.~~ The adopted budget for the ~~Joint Fire Department~~Eastside  
227 Fire & Rescue shall contain sufficient funds to pay all wages, salaries,  
228 employment benefits, payroll taxes, and other expenses of employees and  
229 volunteers. ~~The Joint Fire Department~~Eastside Fire & Rescue shall pay the  
230 LEOFF 1 benefits that the employer is obligated to pay to the LEOFF 1  
231 firefighters who retired as employees of the fire departments of the Parties prior  
232 to commencement of ~~the Joint Fire Department~~Eastside Fire & Rescue and who

233 retired as employees of District 10 after commencement of ~~the Joint Fire~~  
234 ~~Department~~Eastside Fire & Rescue ("LEOFF 1 Payments"). The LEOFF 1  
235 payments shall be deemed a liability of ~~the Joint Fire Department~~Eastside Fire &  
236 Rescue, for which each Party shall remain liable and responsible after withdrawal  
237 from Eastside Fire & Rescue and the Joint Fire Department or after expiration of  
238 this Agreement, in accordance with the revenue formula provided for in  
239 paragraph 7 in effect at the time of notice of withdrawal or the expiration of this  
240 Agreement. In addition to the LEOFF 1 payments, District 10 may request the  
241 Parties to share other costs, expenses and liabilities for any claims, judgments,  
242 damages or expenses arising from District 10's Employer status arising prior to  
243 the date Eastside Fire & Rescue assumes Employer status by filing a written  
244 request with the Board of Directors. The Board of Directors shall approve or deny  
245 the request within 30 days of receipt of the request using procedures and  
246 guidelines to be adopted by the Board and subject to the provisions set forth in  
247 paragraphs 3.3 and 7.  
248

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

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

268 **12. Property Ownership and Funding.** All real and personal property that is  
269 acquired by a Party or the Parties for use by ~~the Joint Fire Department~~Eastside  
270 Fire & Rescue shall be owned and funded as follows:

271 **12.1. Real Property Ownership.** All real property that is acquired by a Party  
272 prior to becoming a member of ~~the Joint Fire Department~~Eastside Fire &  
273 Rescue shall remain the real property of that Party. Upon becoming a  
274 member of ~~the Joint Fire Department~~Eastside Fire & Rescue, the Party  
275 shall file with the Board of Directors an inventory of such before-acquired  
276 real property. All real property acquired jointly by two or more Parties after

277 becoming members of ~~the Joint Fire Department~~Eastside Fire & Rescue  
278 shall be the joint real property of those Parties, and all real property  
279 acquired separately by a Party after becoming a member of ~~the Joint Fire~~  
280 ~~Department~~Eastside Fire & Rescue shall be the separate real property of  
281 that Party. ~~The Joint Fire Department~~Eastside Fire & Rescue shall have  
282 exclusive access to and control over all real property.

283 12.2. **Personal Property Ownership.** Upon becoming a member of ~~the Joint~~  
284 ~~Fire Department~~Eastside Fire & Rescue, a Party shall file with the Board  
285 of Directors an inventory, a statement of fair market value and a  
286 depreciation schedule of all personal property acquired by the Party prior  
287 to becoming a member of ~~the Joint Fire Department~~Eastside Fire &  
288 Rescue. Exhibit B, which is attached and incorporated into this  
289 Agreement, lists and describes personal property of the Parties over which  
290 ~~the Joint Fire Department~~Eastside Fire & Rescue has exclusive access to  
291 and control over, and indicates whether the personal property of a Party is  
292 considered separate personal property of the Party or joint personal  
293 property of ~~the Joint Fire Department~~Eastside Fire & Rescue.

294 12.3. **Personal Property Replacement.** The Board of Directors shall fund,  
295 replace, value, and depreciate all personal property as listed and  
296 described in **Exhibit B**. **Exhibit B** shall include the establishment and  
297 funding of a special account for replacement of personal property. In  
298 conjunction with the annual budget process of paragraph 5, the Board  
299 may, by motion, amend **Exhibit B**. The motion shall be reduced to writing,  
300 shall be filed with the Secretary of the Board, and shall be attached to this  
301 Agreement.

302 12.4. **Real Property Maintenance and Repair.** The Board of Directors shall  
303 fund the maintenance and repair of all real property in accordance with  
304 **Exhibit C**, which is attached and incorporated into this Agreement.  
305 **Exhibit C** shall include the establishment and funding of a special account  
306 for maintenance and repair of real property. In conjunction with the annual  
307 budget process of paragraph 5, the Board may, by motion, amend **Exhibit**  
308 **C**. The motion shall be reduced to writing, shall be filed with the Secretary  
309 of the Board, and shall be attached to this Agreement.

310 12.5. **Improvements to Real Property.** The Board of Directors shall determine  
311 and carry out all improvements to real property. Upon request by a Party  
312 or Parties, the Board may carry out improvements to separate real  
313 property that are paid for entirely by a Party or Parties.

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

319 or administrating this Agreement. ~~This indemnification and hold harmless shall~~  
320 ~~not apply to the acts and omissions of the Party that serves as the employer~~  
321 ~~pursuant to paragraph 9 of this Agreement.~~Eastside Fire & Rescue shall protect,  
322 defend, indemnify, and hold harmless the Parties to this Agreement, and their  
323 officers, employees and agents, from any and all costs, claims, judgments or  
324 awards of damages, arising out of or in any way resulting from the negligent acts  
325 or omissions of Eastside Fire & Rescue, and its officers, employees and agents,  
326 in performing or administrating this Agreement.

327 **14. Insurance.** The Board of Directors shall provide insurance coverage for all  
328 operations, facilities, equipment, and personnel of ~~the Joint Fire~~  
329 ~~Department~~Eastside Fire & Rescue.

330 **15. Operational Rules and Regulations.** The Board of Directors shall, from time to  
331 time, adopt and implement necessary rules and regulations consistent with this  
332 Agreement to govern operations of ~~the Joint Fire Department~~Eastside Fire &  
333 Rescue.

334 **16. Withdrawal by Party.**

335 16.1. **Right to Withdraw.** Any Party may withdraw from ~~the Joint Fire~~  
336 ~~Department~~Eastside Fire & Rescue at the end of the initial twelve-year  
337 term, or at the end of any successive ten-year term, by filing with the other  
338 Parties a notice of withdrawal in January 2026 or in January of the tenth  
339 year of any succeeding term, as applicable.

340 16.2. **Responsibility and Liability Upon Withdrawal.** If the employer of ~~the~~  
341 ~~Joint Fire Department~~Eastside Fire & Rescue lays off employees as a  
342 result of the withdrawal, the withdrawing Party shall be responsible for  
343 payment of accrued employee benefits, continuation of employee benefits  
344 required by law and unemployment compensation for a period not to  
345 exceed two years. For purposes of this paragraph, "employee" means an  
346 individual whose employment with ~~the Joint Fire Department~~Eastside Fire  
347 & Rescue has been terminated as a direct result of the party withdrawing  
348 from ~~the Joint Fire Department~~Eastside Fire & Rescue. If the withdrawing  
349 Party establishes its own fire department upon withdrawal, it shall give  
350 preference in hiring to all laid off employees, if authorized by law. After  
351 withdrawal, the withdrawing Party shall remain liable and responsible for  
352 its pro rata share of all liabilities, payments and obligations incurred by or  
353 attributed to ~~the Joint Fire Department~~Eastside Fire & Rescue during the  
354 membership of the withdrawing Party in ~~the Joint Fire Department~~Eastside  
355 Fire & Rescue, in accordance with the revenue formula provided for in  
356 paragraph 7 in effect at the time of notice of withdrawal. Within 30 days  
357 after the date of withdrawal, ~~the Joint Fire Department~~Eastside Fire &  
358 Rescue shall settle with the withdrawing Party all liabilities, payments and  
359 obligations that became fixed on or before the date of withdrawal. Within  
360 30 days after any liabilities, payments or obligations become fixed after



361 the date of withdrawal, ~~the Joint Fire Department~~Eastside Fire & Rescue  
362 shall settle such liabilities, payments and obligations with the withdrawing  
363 Party.

364 16.3. **Return of Property.** The Board shall return all separate real property and  
365 separate personal property to the withdrawing Party on or before the  
366 effective date of withdrawal. The Board shall determine the fair market  
367 value of all joint real property and joint personal property. The withdrawing  
368 Party on or before the effective date of withdrawal shall receive or pay, as  
369 applicable, in cash or property, its percentage or ratio of the net fair  
370 market value of the joint real property and the joint personal property, in  
371 accordance with the withdrawing Party's equity in ~~the Joint Fire~~  
372 ~~Department~~Eastside Fire & Rescue as determined by the financial  
373 statements of ~~the Joint Fire Department~~Eastside Fire & Rescue for the  
374 year of withdrawal. If the withdrawing Party disputes the Board's  
375 determination of fair market value of the joint real property or joint  
376 personal property, the withdrawing Party shall pay for and accept an  
377 appraisal of the fair market value of the property by an appraiser selected  
378 by the Party and the Board.

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

382 17.1. **Preference in Hiring.** Any Party that establishes a new fire department  
383 upon expiration of this Agreement shall give preference in hiring to all laid-  
384 off employees of ~~the Joint Fire Department~~Eastside Fire & Rescue, if  
385 authorized by law.

386 17.2. **Liability.** A Party shall remain liable and responsible for its pro rata share  
387 of all liabilities, payments and obligations incurred by or attributed to ~~the~~  
388 ~~Joint Fire Department~~Eastside Fire & Rescue during the membership of  
389 the Party in ~~the Joint Fire Department~~Eastside Fire & Rescue, in  
390 accordance with the revenue formula of paragraph 7 for the last year of  
391 ~~the Joint Fire Department~~Eastside Fire & Rescue.

392 17.3. **Return of Property.** The Board shall return all separate real and  
393 personal property to each Party. The Board shall determine the fair market  
394 value of all joint real property and all joint personal property. Each Party  
395 shall receive or pay, as applicable, in cash or property, its percentage or  
396 ratio of the net fair market value of the joint real property and personal  
397 property, in accordance the Party's equity in ~~the Joint Fire~~  
398 ~~Department~~Eastside Fire & Rescue as determined by the financial  
399 statements of ~~the Joint Fire Department~~Eastside Fire & Rescue for the last  
400 year of ~~the Joint Fire Department~~Eastside Fire & Rescue. If a Party  
401 disputes the Board's determination of fair market value of the property, the

402 Party shall pay for and accept an appraisal of the fair market value of the  
403 property by an appraiser selected by the Party and the Board.

404 **18. Annexations.** The Parties acknowledge that upon annexation by a City of the  
405 territory of a District, the provisions of RCW 35.02.190, 35.02.200, 35.02.205,  
406 35A.14.380, 35A.14.801 and 35A.14.400 require, in some cases, the transfer of  
407 assets and/or payment of cash, properties or contracts for services between the  
408 City and the District. The Parties agree that the asset transfer and payment  
409 required by such statutes shall be accounted for on the financial statements and  
410 audit reports of ~~the Joint Fire Department~~Eastside Fire & Rescue, and that the  
411 final accounting for the asset transfer and payment shall occur on withdrawal of a  
412 City or a District from ~~the Joint Fire Department~~Eastside Fire & Rescue or on  
413 expiration of this Agreement, as applicable. The Parties further agree that the  
414 annual financial contributions of the City and the District involved in the  
415 annexation, pursuant to the revenue formula, shall be changed for the annexed  
416 territory on the date that the City is entitled to receive property taxes from the  
417 annexed territory.

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

423 **20. Volunteers.** ~~The Joint Fire Department~~Eastside Fire & Rescue acknowledges  
424 the role and need for volunteer responders, and shall make available  
425 opportunities for citizens of the Parties to volunteer in their communities by taking  
426 active efforts to recruit, train and maintain volunteers.

427 **21. Addition of Parties.** The legislative body of a governmental agency or entity  
428 that either abuts or is in close proximity to a Party may adopt and file with the  
429 Board of Directors a resolution to join ~~the Joint Fire Department~~Eastside Fire &  
430 Rescue. Upon receipt of the request, the Board of Directors, by affirmative vote  
431 of a majority of the entire membership of the Board, may by motion or resolution  
432 authorize consideration of the request through a plan and process adopted by  
433 such motion or resolution. The plan and process shall include necessary  
434 amendments to this Agreement and a schedule for and components of such  
435 consideration, which schedule and components shall include, but not be limited  
436 to a written report of the operational and financial impact on and philosophical  
437 compatibility with ~~the Joint Fire Department~~Eastside Fire & Rescue. The Board,  
438 by affirmative vote of a majority of the entire membership of the Board, shall  
439 submit its recommendation regarding the request to the governing bodies of all  
440 Parties. To be effective, a request to join ~~the Joint Fire Department~~Eastside Fire  
441 & Rescue, and any necessary amendments to this Agreement, shall be approved  
442 by resolution of all of the governing bodies of the Parties. If a Party has filed a  
443 notice of withdrawal from ~~the Joint Fire Department~~Eastside Fire & Rescue  
444 pursuant to paragraph 16.1, that withdrawing Party shall not participate in any

445 vote regarding the consideration and approval of a new Party of ~~the Joint Fire~~  
446 ~~Department~~Eastside Fire & Rescue. The membership of the Parties, for voting  
447 purposes on the request to join ~~the Joint Fire Department~~Eastside Fire &  
448 Rescue, shall be determined without the participation of the withdrawing Party.

449 **22. Liaison/Administrator.** The Fire Chief shall assign one employee to serve as a  
450 Fire Liaison/Administrator to each party. The fire liaison/administrator shall  
451 perform duties as requested by the Fire Chief, which may include attendance at  
452 Party governing body or staff meetings; provided, that these duties shall not, in  
453 the opinion of the Fire Chief, interfere with or be disruptive to the overall  
454 operation and management of ~~the Joint Fire Department~~Eastside Fire & Rescue.

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

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

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

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

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

474 **28. Amendment of Original Agreement, ~~and~~ 2008 Agreement and 2015**  
475 **Agreement.** The 20~~15~~08 Agreement is amended and replaced in its entirety by  
476 this Agreement; provided, that the property inventories filed by the Parties  
477 pursuant to the Original Agreement, ~~or~~ the 2008 Agreement or the 2015  
478 Agreement shall remain valid, unless modified by Section 12.2 of this Agreement,  
479 and the indemnification and hold harmless provisions of the Original Agreement,  
480 ~~and~~ the 2008 Agreement and the 2015 Agreement shall survive.

481  
482 **CITY OF ISSAQUAH**

**KING COUNTY FIRE DISTRICT NO. 10**



485  
486 By \_\_\_\_\_

487  
488 Date \_\_\_\_\_

489  
490

491 **CITY OF NORTH BEND**

492  
493

494  
495 By \_\_\_\_\_

496  
497 Date \_\_\_\_\_

498  
499

500 **CITY OF SAMMAMISH**

501  
502

503  
504 By \_\_\_\_\_

505  
506 Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**FIRE DISTRICT 38**

By \_\_\_\_\_

Date \_\_\_\_\_

