



# **Eastside Fire & Rescue Board of Directors**

## **Special Meeting Agenda**

July 15, 2021, 4:00 p.m.

**VIRTUAL MEETING**

Pursuant to the Governor's Emergency Proclamation, EF&R is unable to provide an in-person location for the public to listen to the virtual Board of Directors meeting. Meetings are accessible to the public by a phone-in option.

### **Phone-In Option**

Phone-in Number: (509) 931-1382

Conference ID: 669 775 93#

**Written Comment:** Written public comment will be accepted until 1:00 p.m. on the day of the meeting. Submit your written comments via email to the Board Secretary at [publiccomment@esf-r.org](mailto:publiccomment@esf-r.org).

**Verbal Comment:** Up to three (3) minutes of verbal public comment may be provided per person live during the meeting. Please sign-up in advance of the meeting (by 1:00 p.m.) by completing the [Public Comment Sign-Up Form](#). Kindly review the instructions for [Virtual Board and Committee meetings for public attendance and public comment](#) prior to the meeting.

CALL TO ORDER, ROLL CALL

PUBLIC COMMENT

REGULAR BUSINESS

1. Agenda Bill 2021-27 (Interlocal Agreement for Fire and Emergency Medical Services) Page 02

EXECUTIVE SESSION

GOOD OF THE ORDER

ADJOURN MEETING



**Eastside Fire & Rescue  
Board of Directors  
AGENDA BILL 2021-27  
July 15, 2021**

**SUBJECT: Interlocal Agreement for Fire and Emergency Medical Services**

**SUMMARY STATEMENT:** This agreement is a culmination of work between the Fire Chiefs of Woodinville Fire & Rescue (WFR) and Eastside Fire & Rescue (EF&R). It has been reviewed by legal counsel of each agency and approved by the Woodinville Fire & Rescue Board of Commissioners on July 13, 2021. If approved by the EF&R Board, the agreement will go into effect on October 1, 2021. The length of the contract is through December 31, 2031. Renewal terms and termination procedures mirror the current EF&R ILA.

Future consideration of Woodinville Fire & Rescue becoming a full-fledged member of the Non-profit is contemplated to occur over the first couple of years of the contract period. Should all parties agree, a separate process will take place for approval.

The agreement provides for EF&R to assume operational responsibility of the three WFR fire stations. WFR will cover costs for personnel, operations, equipment replacement, capital facilities, training consortium and contract administration. As is the benefit for all EF&R members, WFR will retain ownership of all stations and apparatus and EF&R will provide support for the Board of Commissioners business operation needs.

**Expenditure Required:** \$0

**Amount Budgeted:** \$0

**Fund Utilized:** Provided by WFR. See Terms in Agreement

**RECOMMENDED MOTION: Move to authorize the Fire Chief to enter into the Interlocal Agreement for Fire and Emergency Medical Services with Woodinville Fire & Rescue.**

**ALTERNATIVE(S):** Recommend revisions.

**EXHIBITS:**

1) Interlocal Agreement for Fire and Emergency Medical Services.

**Originator:** JC

**Administrative Review:** 7/14/21

Action:

Date:

Motion By:

2<sup>nd</sup>:

Board Secretary:

## **INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Agreement is entered into between EASTSIDE FIRE & RESCUE (“EASTSIDE”), a nonprofit corporation organized under chapter 24.03 RCW, and WOODINVILLE FIRE & RESCUE (“WFR”).

### **RECITALS**

1. Eastside currently provides fire and emergency medical services to the cities of Issaquah, North Bend, and Sammamish, and within King County Fire District Nos. 10 and 38, including the city of Carnation and other unincorporated areas in the eastern Puget Sound region.
2. WFR currently provides fire and emergency medical services to approximately 30 square miles within the City of Woodinville and surrounding areas in unincorporated King County.
3. Eastside and WFR each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
4. The WFR Board of Commissioners has determined that fire and emergency medical services can be more efficiently and effectively provided to its residents by contracting with another service provider.
5. The purpose of this Agreement is to allow Eastside to provide fire protection, fire suppression, emergency medical, and related administrative services to WFR.

### **TERMS OF AGREEMENT**

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

#### **1. DEFINITIONS.**

**1.1.** The following terms, when used in this Agreement, are defined as follows:

**(a)** “Fire Chief” means the duly appointed Fire Chief, or acting Fire Chief, of Eastside.

**(b)** “Material Breach” means either:

**(i)** Eastside’s failure to provide services at the level specified in Section 3 of this Agreement;

**(ii)** WFR’s failure to pay the amounts specified in this Agreement; or

(iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

## **2. TERM, RENEWALS, AND TERMINATION.**

**2.1. Initial Term.** This Agreement takes effect on October 1, 2021 (“Commencement Date”) and shall remain in effect through December 31, 2031 (“Initial Term”) unless earlier terminated for Material Breach in accordance with Section 2.5. The “Implementation Date” of this Agreement shall be October 1, 2021, unless the parties mutually agree in writing to delay implementation to a later date certain. The Implementation Date is the date on which Eastside’s service obligations will begin, WFR’s payment obligations begin, and the employees and assets are transferred.

**2.2. Renewals Terms.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive ten-year terms (each a “Renewal Term”), unless a written notice of termination is given pursuant to Section 2.3.

**2.3. Voluntary Termination.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended and substantial planning efforts have been undertaken and relied on. Therefore, termination of this Agreement shall not be effective unless a party transmits to the other party a written notice of termination in January 2029, or in January of the eighth year of any Renewal Term, as applicable. If such written notice is timely provided, the termination shall be effective as of the end of the then-current Initial Term or Renewal Term, as applicable.

### **2.4. Responsibility and Liability Upon Termination.**

(a) If Eastside lays off any employees as a result of WFR’s termination of this Agreement, WFR shall be responsible for payment of accrued employee benefits, continuation of employee benefits required by law, and unemployment compensation for a period not to exceed five years. For purposes of this paragraph, “employee” means an individual whose employment with Eastside has been terminated as a direct result of WFR’s termination of this Agreement. If WFR establishes its own fire department upon termination of this Agreement, it shall collectively bargain with the International Association of Firefighters Local 2878 (“Eastside Union”) to assume employment of laid-off employees upon substantially the same terms of employment as contained in the collective bargaining agreement (“CBA”) negotiated between Eastside and the Eastside Union. If WFR contracts for service with another entity, WFR shall collectively bargain with the Eastside Union and transition employment of laid-off employees to the new entity providing service to WFR.

- (b) Upon termination of this Agreement, WFR shall remain liable and responsible for its pro rata share of all liabilities, payments, and obligations incurred by or attributed to WFR during the Initial Term (or any Renewal Term). In addition, WFR shall be liable for all expenses incurred by Eastside attributable to requests and directions made by WFR pursuant to termination, including payment of overtime if WFR requests that Eastside refrain from hiring employees prior to termination. Within 30 days after the date of termination, Eastside shall settle with WFR all liabilities, payments, and obligations that became fixed on or before the date of termination. Within 30 days after any liabilities, payments, or obligations became fixed after the date of termination, Eastside shall settle such liabilities, payments, and obligations with WFR.
- (c) Eastside shall return all separate real property and separate personal property, as identified in the Exhibits hereto, to WFR on or before the effective date of termination. Eastside shall determine the fair market value of all joint real property and joint personal property. On or before the effective date of the termination, WFR shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of any joint real property and joint personal property, as determined in accordance with Eastside's financial statements for the year of termination. If WFR disputes Eastside's determination of fair market value of the joint real property or joint personal property or WFR's proportionate share thereof, WFR shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected jointly by WFR and Eastside.

**2.5. Termination for Material Breach.** Notwithstanding the provisions of Sections 2.2 and 2.3, above, either party may terminate this Agreement in the event of a Material Breach by the other party, pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)
- (b) The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period") to cure such alleged Material Breach(es), or within such longer period of time as allowed by the non-breaching party in its notice.
- (c) In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period by providing the breaching party with written notice of termination of this Agreement. In that event, the termination shall be subject to the Wind-Up provisions set forth in Section 2.5(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.

(d) In the event of a Material Breach of this Agreement that has not been cured by the expiration of the Cure Period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after the expiration of the Cure Period (the “Wind-Up Period”). The Wind-Up Period shall be reduced to six months if the Material Breach involves WFR’s failure to make the required payments or Eastside’s failure to provide the services required as set forth in Section 3. During the Wind-Up Period, the parties shall coordinate their efforts to transition services in a reasonable and efficient manner. If Eastside continues to provide all services as defined in Section 3 during the Wind-Up Period, WFR will be responsible for all payments required under this Agreement until the conclusion of the Wind-Up Period.

**2.6. Termination Pursuant to Membership in Eastside.** If WFR later decides to join Eastside as a voting member governed by the Eastside Fire & Rescue Interlocal Agreement or any successor agreement thereto (“Eastside ILA”), then the parties to this Agreement shall mutually decide on a termination date and an appropriate plan and process for WFR’s becoming a member of Eastside, subject to approval by the governing bodies of Eastside’s then-current members through the process provided in the Eastside ILA.

### **3. SERVICES PERFORMED BY EASTSIDE FOR WFR**

**3.1. Fire Suppression Services.** Eastside shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within the boundaries of, or annexed to, WFR, including all real and personal properties owned or leased by WFR. Eastside shall render these services to WFR on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire area served by Eastside.

**3.2. Emergency and Non-emergency Medical Services.** EFR shall furnish emergency medical services, and non-emergency medical services under RCW 35.21.930, to all properties and persons presently within or annexed to WFR, including all real and personal properties leased or owned by WFR. Eastside shall render these services to WFR on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire area served by Eastside.

**3.3. Level of Service.** Eastside shall maintain the following staffing levels to support fire suppression and emergency medical services to WFR during the term of this Agreement:

**(i) Station 31 Staffing.** One ladder truck, one aid car, and one Battalion Chief truck, with one Battalion Chief, one Officer, one Engineer, and three Firefighters.

**(ii) Station 33 Staffing.** One engine (cross-staffed with an aid car), with one Officer, one Engineer, and one Firefighter.

**(iii) Station 35 Staffing.** One engine (cross-staffed with an aid car), with one Officer, one Engineer, and one firefighter.

**(iv) Overall Staffing Levels.** For purposes of this Agreement, the parties anticipate that Eastside will maintain employment of 53 uniformed firefighters that are primarily assigned to WFR's Stations 31, 33, and 35 to maintain appropriate coverage at each worksite.

Eastside reserves the right to temporarily modify staffing levels from time to time as circumstances may require in its sole reasonable discretion.

**3.4. Fire Prevention Services.** Eastside shall provide fire prevention and public education services to property owners, residents, and businesses located within WFR's service area. It is assumed that Eastside, will, throughout the year, receive from residents, property owners, and/or businesses within the City, requests for other prevention and education services and Eastside will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the Eastside service area.

**3.5. Fire Marshal Services (fire code compliance and inspection).** Eastside agrees to provide the following Fire Marshal services for properties and projects within WFR's service area, utilizing State Codes and local ordinances as applicable: pre-construction plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections. In connection with providing Fire Marshal services, Eastside shall also be available for periodic meetings with and consulting for appropriate city, county, or district staff and officials for whom WFR is currently providing Fire Marshal services. WFR shall reimburse Eastside directly for any plan review services that Eastside does not have the in-house expertise to review and that would require Eastside to retain an outside resource. The parties recognize that King County has statutory jurisdiction to enforce the King County fire code within the unincorporated areas served by WFR. Additionally,

it is the Parties' intention that Eastside will provide Fire Marshal services to the City of Duvall, either under the existing contract between WFR and Duvall (provided that City of Duvall approves of assignment of such responsibility from WFR to Eastside), or under a new contract to be negotiated and executed between Eastside and Duvall. If Eastside and Duvall elect to enter into a new contract for Fire Marshal services, WFR will cooperate to effectuate termination of the existing contract between WFR and Duvall.

- (a) WFR shall designate Eastside's Fire Marshall to be the fire marshal and fire prevention officer of WFR. Eastside shall assume all of WFR's obligations and authorities under the Interlocal Agreement Between the City of Woodinville and Woodinville Fire & Rescue Relating to the Administration of a Fire and Life Safety Inspection and Permitting Program in the City of Woodinville, dated November 1, 2016 and as amended on March 14, 2017 ("Woodinville ILA"). For purposes of the Woodinville ILA, Eastside's Fire Chief shall serve as the City of Woodinville's Fire Chief and fire code official.
- (b) Eastside shall report fire code violations to WFR and shall cooperate with city and county building and code enforcement officials to administer and enforce the applicable fire codes, but Eastside shall have no direct responsibility for code enforcement, which shall remain the responsibility of the building, planning, and/or code enforcement officers of the cities and/or counties within WFR's service area. Any legal costs incurred by Eastside in the enforcement of fire codes shall be paid by WFR and shall not be an operating expense of Eastside. Any awards of costs, attorneys' fees, penalties, or fines in an enforcement action shall be the property of the enforcing city or county.
- (c) All permits shall be issued by and under the authority of the permitting authorities within WFR's service area. Eastside shall work closely with such authorities as needed to carry out the fire code and ensure a timely and coordinated permitting process.

**3.6. Hazardous Materials Incident Response.** Eastside shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by Eastside employees or by contract. The service to be provided by Eastside does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall Eastside be responsible for response levels beyond that of "Operations" as identified in NFPA 472.



Eastside shall not bear any responsibility for any costs of Hazmat Response within WFR's jurisdictional boundaries.

**3.7. Dispatch Services.** Dispatch services shall be provided to WFR through Eastside's contractual arrangement with NORCOM.

**3.8. Fire Chief and Administrative Services.**

**(a) Fire Chief.** WFR shall designate Eastside's duly appointed Fire Chief, or acting Fire Chief, as the fire chief of WFR. Eastside's Fire Chief shall have and exercise all powers granted to the fire chief in WFR's governing documents. Eastside's Fire Chief shall hire, discipline, discharge, and supervise all employees and volunteers of Eastside, including all employees and volunteers who provide service within WFR's service area.

**(b) Administrative Services.** Eastside shall provide all administrative oversight and support functions necessary to effectively deliver the services provided under this Agreement, including WFR's accounts payable, accounts receivable, audit, and bookkeeping functions, as well as personnel management and supervision.

#### **4. PAYMENT FOR SERVICES.**

**4.1. Charges Due Annually.** For the services provided by Eastside pursuant to this Agreement, WFR shall pay Eastside the following amounts annually:

**(a) Personnel Costs.** Personnel Costs consisting of all employee and employee-related expenses, including wages, benefits, and overtime costs incurred to render services described in Section 3. For 2022, WFR shall pay Personnel Costs of **\$10,232,973**, subject to the adjustments described in Sections 4.3(b) and 4.3(c) below.

**(b) Operations Costs.** Operations Costs consisting of all operating expenses incurred annually to adequately render services described in Section 3 to WFR. For 2022, WFR shall pay Operations Costs of **\$1,560,702**, subject to the adjustments described in Section 4.3(a) below.

**(c) Contract Administration Charge.** An annual Contract Administration Charge equal to ten percent (**10%**) of the sum of Personnel Costs and Operations Costs. For 2022, the Contract Administration Charge is **\$1,179,367**. The Contract Administration Charge is not subject to the Reconciliation adjustment described in Section 4.3(b) below.

**(d) Equipment Replacement Charge.** An annual Equipment Replacement Charge to cover routine replacement of items listed in **Exhibit A**. For 2022, the Equipment Replacement Charge is **\$170,477**. The annual Equipment Replacement Charge does not include or offset WFR's apparatus and vehicle replacement obligations under Section 5.6 below.

**(e) Capital Facilities Maintenance Charge.** An annual Capital Facilities Maintenance Charge to cover routine maintenance of capital facilities to meet the Eastside facility standards as set forth in Eastside Board Policy 0005 (as currently in effect or as subsequently amended). See **Exhibit D**. For 2022, the Capital Facilities Maintenance Charge is **\$75,000**.

**(f) North King County Training Consortium (NKCTC) Charge.** In order to fulfill WFR's current obligations to employ the NKCTC Director, WFR will pay to Eastside \$211,824. WFR will continue to receive the revenue offset of \$209,250 from NKCTC. Should Eastside determine that involvement in the NKCTC is no longer necessary, this charge will cease.

**4.2. Start-Up Costs.** As a one-time fee to cover WFR's proportionate share of Eastside's Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), WFR shall be responsible for paying Eastside the sum of five hundred thirty-three thousand, seven hundred ninety-five dollars (**\$533,795**) on or before the Implementation Date of this Agreement. Additionally, on or before the Implementation Date of this Agreement, WFR shall pay a one-time charge of two hundred forty-four thousand dollars (**\$244,000**) representing the cost to Eastside of adding 61 employees to the VEBA health reimbursement arrangement plan for qualified medical expenses.

**4.3. Annual Adjustments to Charges.**

**(a) Annual Escalator.** The annual charge to WFR for Operations Costs, Equipment Replacement and Capital Facilities Maintenance described in Section 4.1 above shall increase by three percent (3%) annually.

**(b) Reconciliation.** The annual charge to WFR shall be subject to the following process to reconcile the Personnel Costs and NKCTC Charge estimated at the beginning of the year to the Actual Personnel Costs (see subsection 4.3(c) below) and NKCTC Charge incurred by Eastside over the course of the year ("Reconciliation Adjustment"):

**(c) Actual Personnel Costs.** WFR shall pay to Eastside the Actual Personnel Costs incurred to render services described in Section 3. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year. The initial calculation of Personnel Costs for a particular year shall be established by October 15<sup>th</sup> based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than February 15<sup>th</sup> of the year following the contract year. Example: By October 15<sup>th</sup>, 2021, Eastside will establish a budgeted Personnel Cost for calendar year 2022. WFR will pay this amount for services rendered in 2022. Eastside will then reconcile the budgeted amount to the Actual Personnel Cost and provide WFR with a

reconciliation for 2022 no later than February 15, 2023. WFR shall pay any difference between the initial Personnel Costs and Actual Personnel Costs by no later than April 1<sup>st</sup> immediately following receipt of the reconciliation from Eastside; provided, that if initial Personnel Costs paid by WFR exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by WFR, in which case such difference shall be refunded to WFR.

**4.4. Payment Procedures.** Eastside shall invoice WFR on a monthly basis for the expenses described in Section 4.1 above, and WFR shall pay all invoiced amounts within 30 days. In the event the Implementation Date is established on a date prior to January 1, 2022, the cost of services for that portion of 2021 following the Implementation Date shall be prorated on a 365 day basis. (For example, if the Implementation Date is November 1, WFR would pay 61/365 (17%) of the full annual amount.)

**4.5. Charges Under RCW 52.30.020.** Eastside may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations owning real property or improvements within WFR's service area.

**5. PROPERTY OWNERSHIP AND FUNDING.** All real and personal property that is owned or acquired by WFR for use by Eastside in carrying out this Agreement shall be owned and funded as follows:

**5.1. Real Property Ownership.** Station 31, 33, and 35 and the real property upon which they are situated, and all other real property that is acquired by WFR prior to the Commencement Date of this Agreement shall remain the real property of WFR. Following execution of this Agreement and before the Commencement Date, WFR shall file with Eastside's Fire Chief an inventory of such before-acquired real property. All real property acquired jointly by WFR and Eastside after the Commencement Date shall be the joint real property of WFR and Eastside, and all real property acquired separately by WFR or Eastside after the Commencement Date shall be the separate real property of that party. Eastside shall have exclusive access to and control over all real property listed in **Exhibit B**, attached hereto. Such real property shall be under the exclusive direction and control of Eastside, subject to WFR's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations. Additionally, Eastside acknowledges that WFR has a contractual relationship with the City of Redmond to house Medic One operations at Station 35 and that Medic One's operations will continue to be accommodated while this Agreement remains in effect.

- 5.2. Real Property Maintenance and Repair.** The Eastside 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 Eastside's budgeting process, the Eastside Board of Directors may, by motion, amend **Exhibit C** and **Exhibit D**. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement.
- 5.3. Improvements to Real Property.** The Eastside Board shall determine and carry out all improvements to real property. Upon request by WFR, the Eastside Board may carry out improvements to WFR's separate real property that are paid for entirely by WFR.
- 5.4. Personal Property Ownership.** Following execution and before the Effective Date of this Agreement, WFR shall file with Eastside's Fire Chief an inventory, a statement of fair market value, and a depreciation schedule of all personal property acquired by WFR prior to the Commencement Date. **Exhibit B**, which is incorporated in and attached to this Agreement, lists and describes the personal property over which Eastside has exclusive access and control while this Agreement remains in effect, and indicates whether the personal property is considered separate personal property of WFR or joint personal property of Eastside and WFR.
- 5.5. Personal Property Replacement.** The Eastside 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 Eastside's budgeting process, the Board may, by motion, amend **Exhibit B** and **Exhibit C**; provided, that no transfer of ownership of real property from WFR to Eastside may be effectuated without the approval of WFR's Board of Fire Commissioners. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement. WFR shall provide Eastside with all applicable service and maintenance records, shop manuals, and other documents related to WFR's personal property.
- 5.6. Apparatus and Vehicle Replacement.** Except as provided in Section 5.7 below, WFR shall be responsible for purchasing replacement apparatus and vehicles to be used by Eastside in providing services under this Agreement in accordance with WFR's adopted capital equipment replacement schedule, attached hereto as **Exhibit E**.
- 5.7. Capital Improvements.** Eastside shall be responsible for the equipment replacement and capital facilities maintenance expenditures ("Capital Expenditures Program") identified in **Exhibit D**. Eastside shall update its Capital Expenditures Program in conjunction with its budgeting process with input from WFR's Board of Commissioners. In the event of a dispute between Eastside and WFR over the Capital Expenditures Program or the funding of

capital improvements or equipment, such dispute shall be resolved in accordance with the Dispute Resolution process set forth in Section 12.

- 5.8. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties.
- 5.9. Utilities.** Eastside shall be responsible for payment of all utilities for the real property.
- 5.10. SEPA Mitigation.** WFR, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within WFR's service area. Prior to the City of Woodinville's issuance of a SEPA threshold determination for development or other activity within WFR's service area which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which WFR may require mitigation, WFR and Eastside shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation, if any, to recommend to the City of Woodinville's SEPA responsible official.

## **6. EMPLOYEE TRANSFERS.**

- 6.1. Employer.** Eastside shall serve as the employer of all employees and shall employ all employees and volunteers necessary to fulfill the purposes of this Agreement, consistent with applicable laws and regulations. Eastside assumes all retirement system obligations with respect to employees who transition from WFR to Eastside pursuant to this Agreement, except as set forth in Section 6.5 below. The adopted budget of Eastside shall contain sufficient funds to pay all wages, salaries, employee benefits, payroll taxes, and other expenses of employees and volunteers.
- 6.2. Transition of WFR Employees to Eastside.** In taking on additional personnel to provide services under this Agreement, Eastside will give first consideration to WFR employees.
- 6.3. Collective Bargaining.** Each party shall undertake to collectively bargain the impacts of this Agreement upon the respective labor unions representing each party's employees. The Eastside Union and the International Association of Firefighters Local 2950 ("WFR Union") shall each independently approve agreements, with Eastside and WFR respectively, establishing the conditions under which the WFR firefighters will be integrated into the Eastside Union.
- 6.4. Indemnification Regarding WFR Personnel Claims.** WFR shall indemnify, defend, and hold Eastside harmless from any and all demands, claims, actions, judgments, or liabilities of any kind (including defense costs and awards of attorney fees) by former WFR personnel, that arise out of or relate to WFR's acts or omissions prior to the Commencement Date of this Agreement.

**6.5. WFR LEOFF 1 Responsibility.** WFR shall retain the liability for retired LEOFF 1 WFR employees to include medical and long-term care insurance payments and any other expenses incurred by WFR LEOFF 1 personnel in accordance with WFR policies and procedures.

**6.6. Accrued Employee Leave Balances.** WFR shall be responsible for the full amount of WFR employee leave balances existing on the Commencement Date of this Agreement.

## **7. OVERSIGHT AND ADMINISTRATION.**

**7.1. WFR Meetings.** Eastside will provide a WFR Liaison (appointed by Eastside) to attend WFR's Board of Commissioners meetings and other such duties as assigned by the Fire Chief, provided that such duties do not, in the opinion of the Fire Chief, interfere with or disrupt the overall operation and management of Eastside. The Liaison shall provide WFR's Board of Commissioners with regular updates on Eastside operations.

**7.2. Annual Report.** The Fire Chief or designee shall provide an annual report to the WFR Board of Commissioners regarding the services provided under this Agreement on or before July 1 of each year beginning in 2022.

**7.3. Administration of Agreement.** The Fire Chief shall be the administrator of this Agreement. The Fire Chief shall have authority to establish administrative policies and procedures to carry out the purposes of this Agreement.

## **8. EXISTING AGREEMENTS.**

**8.1. Mutual and Automatic Aid Agreements.** Eastside shall assume WFR's contractual responsibility and obligations for the provision of mutual and automatic aid under agreements between WFR and other fire agencies. At such time as these agreements are renegotiated and re-executed, Eastside will represent WFR's interests and shall be signatory to the agreements. WFR's Board of Fire Commissioners shall not have authority to approve Eastside's execution of mutual aid agreements (or amendments to existing agreements) unless the other parties to such agreements specifically require that WFR be a named party to such agreements.

## **9. INDEMNIFICATION AND HOLD HARMLESS.**

**9.1.** WFR shall protect, defend, indemnify, and hold harmless Eastside (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of WFR (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement. Eastside shall protect, defend, indemnify, and hold harmless WFR (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney

fees, arising out of or in any way resulting from the negligent acts or omissions of Eastside (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement.

## **10. INSURANCE.**

**10.1. Eastside Insurance.** Eastside shall provide insurance coverage for all of Eastside and WFR's operations, facilities, equipment, and personnel. The insurance coverage shall include all risk property insurance, insuring fire station contents at replacement cost, and general liability insurance, including errors and omissions coverage.

## **11. INDEPENDENT MUNICIPAL GOVERNMENTS.**

**11.1. Independent Governments.** The parties recognize and agree that Eastside, its members, and WFR are independent government agencies. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.

**11.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power or authority to enter into any binding agreement or undertaking with a third party for or on behalf of the other party.

**11.3. Debts and Obligations.** Neither WFR nor Eastside, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

**11.4. Assignment of Resources.** Eastside shall have the sole discretion to temporarily to allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the jurisdictional boundaries of Eastside and WFR.

## **12. DISPUTE RESOLUTION.**

**12.1.** Prior to any other action, the Chair of the WFR Board of Commissioners and the Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.

**12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation with a mediator selected by mutual agreement. Mediation shall occur within 30 days of the demand for mediation, unless the chosen mediator is unavailable within that time frame and the parties agree to a delay to accommodate the mediator's schedule. The parties shall share equally the costs of mediation and shall be responsible for their own costs in

preparation and participation in the mediation, including expert witness fees and attorney fees.

- 12.3.** If a mediator or the timing of the mediation cannot be agreed upon, or if the mediation fails to resolve the dispute, then either party may submit the matter to the American Arbitration Association for binding arbitration according to its Commercial Arbitration Rules, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a single disinterested arbitrator with both parties sharing equally in the cost of the arbitrator and arbitration. The location of the arbitration shall be mutually agreed or established by the arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, a violation of federal law, state statute, or local ordinance, or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded. A party may enforce the final arbitration award in any court of competent jurisdiction.

### **13. MISCELLANEOUS**

- 13.1. Non-Exclusive Agreement.** The parties to this Agreement acknowledge that Eastside retains authority to enter into similar agreements with other municipal agencies.
- 13.2. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver, estoppel, or abandonment of those covenants, agreements, or options, all of which shall remain in full force and effect.
- 13.3. Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.
- 13.4. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party is void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment may be made without additional written consent.
- 13.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the governing body



of each party. This Agreement may not be modified, supplemented, or otherwise affected by the parties' course of dealing or course of performance.

**13.6. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

**13.7. Entire Agreement.** This Agreement, together with the Exhibits hereto, constitutes the entire Agreement between the parties. The written terms and provisions of this Agreement, together with the Exhibits hereto, supersede all prior communications, negotiations, representations, and/or agreements, whether verbal or written, between the parties.

**13.8. Severability.** If any section of this Agreement or its application to particular person or entity is adjudicated to be invalid, such action shall not affect the validity of any other section not so adjudicated or its applicability to other persons or entities.

**13.9. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any party.

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

Eastside Fire & Rescue:  
Attn: Fire Chief  
175 Newport Way NW  
Issaquah, WA 98027

Woodinville Fire & Rescue  
Attn: Board Chair  
P.O. Box 2200  
Woodinville, WA 98072-2200

**13.11. 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.

**13.12. Survival.** The rights and duties of Sections 2.4, 6, 9, and 12 shall survive expiration or termination of this Agreement.

**13.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together constitute this one Agreement.

//

ACKNOWLEDGED AND AGREED TO BY:

**EASTSIDE FIRE & RESCUE**

**WOODINVILLE FIRE & RESCUE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David A. Linehan  
Attorney for Eastside Fire & Rescue

\_\_\_\_\_  
Jeffrey Ganson  
Attorney for Woodinville Fire & Rescue

## EXHIBIT A

### WFR ANNUAL CONTRIBUTION TO EASTSIDE EQUIPMENT REPLACEMENT FUND

WFR Annual Contribution to EF&R Equipment Replacement Plan		
Type	2021	2022
Gas Detectors	\$920	\$948
SCBA - 42 & 84 bottles (2037)	\$44,521	\$45,857
Defib	\$7,237	\$7,454
SCBA Compressors	\$8,216	\$8,462
TI Camera	\$1,137	\$1,171
Bunker Gear	\$37,015	\$38,125
Ballistic Vests	\$3,361	\$3,462
Computers(MDC inc 2023+)	\$49,666	\$51,156
PT Equipment	\$5,412	\$5,574
Rescue Tool/Airbags	\$3,972	\$4,091
Hose	\$9,020	\$9,291
Annual Total:	\$170,477	\$175,591

Radios - WFR is responsible for their share of PSERN transfer when it occurs

\*Replacement schedule for each item will take place as identified in EF&R Equipment Replacement Plan

## **EXHIBIT B**

### **WFR REAL AND PERSONAL PROPERTY UNDER EASTSIDE EXCLUSIVE ACCESS & CONTROL**

Fire Station 31 - 17718 Woodinville Snohomish Rd NE Woodinville, WA 98072 (parcel 9517100095); *except* the following portions of Fire Station 31, which shall remain under the exclusive control of WFR: one secured office (space to be determined) for use by the Board of Fire Commissioners.

Fire Station 33 - 19401 NE 133rd St Woodinville, WA 98077 (parcel 0625100025).

Fire Station 35 - 17825 Avondale Rd NE Woodinville, WA 98077 (parcel 0726069092).

Annex Building – 17730 Woodinville Snohomish Rd NE Woodinville, WA 98072 (parcel 9517100081).

Parcel behind the Annex Building (parcel 951700080), subject to any pre-existing easements held by third parties.

All vehicles titled to WFR at time of contract implementation (see table below).



## Woodinville Fire & Rescue Current Vehicle Inventory

Veh #	Sta	Assignment	Year	Make/Model	License
<b>Staff Vehicles</b>					
1324	31	Motorpool	2005	Chevrolet Silverado	73756C
1328	31	Motorpool	2006	Ford Pickup 1/2 Ton F150 4X4	76901C
1329	31	Motorpool	2008	Ford F150 Pickup	86950C
1330	31	Battalion 132	2009	Chevrolet Suburban 2500	87219C
1331	31	Chief Ahearn	2016	Chevrolet Tahoe	B1311C
1332	31	Deputy Chief	2016	Chevrolet Tahoe	B1310C
1333	31	Battalion 131	2016	Chevrolet Silverado 2500	B1309C
1334	31	Training Capt	2016	Chevrolet Silverado 2500	A7709C
1335	31	CRR Capt	2018	Ford Escape	B8604C
1336	31	DFM Kerth	2018	Ford Escape	B8605C
1337	31	CSO Breault	2018	Ford Escape	B8606C
1338	31	Maintenance	2018	Ford Transit Cargo Van	B8611C
<b>Support Vehicles/Equipment</b>					
2304	31	Special Ops	2004	John Deere GATOR	N/A
2308	31	Special Ops	2010	Flatbed Trailer	91989C
2309	31	Forklift	1994	Hyster Forklift	N/A
2310	31	EVIP	2015	Wells Cargo 24'	A7707C
2311	31	Tech Rescue	2015	Wells Cargo 20'	A5504C
2312	31	Scissor Lift	1995	Scissor Lift	N/A
<b>Aid Cars</b>					
7319	35	Reserve	2009	Braun/North Star	95211C
7320	33	Aid 133	2019	Horton 623F / Ford 550	C9527C
7321	31	Aid 131	2019	Horton 623F / Ford 550	C9528C
7322	35	Aid 135	2019	Horton 623F / Ford 550	C9529C
<b>Engines/Ladder</b>					
8316	31	Engine 132	2009	Pierce Arrow XT	87223C
8317	33	Engine 133	2017	Pierce Arrow XT	B6442C
8318	31	Engine 131	2017	Pierce Arrow XT	B6438C
8319	35	Engine 135	2017	Pierce Arrow XT	B6439C
9302	31	Ladder 231	2002	American LaFrance Tiller Truck	56465C
9303	31	Ladder 131	2019	Pierce Arrow XT Tractor Drawn Aerial	C3443C
<b>Special Vehicles</b>					
2307	31	Brush 131	2007	Ford 550 Flatbed	77599C

All vehicles listed will be utilized for their useful life. However, only those that are also identified in Exhibit E will be included in future replacement by WFR. Additionally, any of these vehicles that end up identified in the 2023 – 2024 EF&R Equipment Replacement Plan will be included for future replacement at Eastside's expense. All vehicles will remain titled to WFR until replacement, at which time the funding party will take title to the new vehicle, and the old vehicle will be surplussed with the proceeds remitted to the original purchaser.

## EXHIBIT C

### EASTSIDE PERSONAL PROPERTY

The ownership of all personal property not expressly identified in Exhibit B is owned by Eastside (a Non-Profit Corporation), to include items listed in Table 1 below.

Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.

Table 1

1. IT Equipment
2. Bunker Gear
3. Self-Contained Breathing Apparatus
4. Rescue Equipment
5. Office Supplies
6. Radios
7. Furniture
8. Uniforms
9. Hose
10. Any other property not expressly listed in Exhibit B

## **EXHIBIT D**

### **EASTSIDE CAPITAL EXPENDITURES PROGRAM**

Per paragraph 5.2, this exhibit “shall include the establishment and funding of a special account for maintenance and repair of real property”. The Eastside Board of Directors has adopted, and maintains, two policies in direct support of this exhibit: (i) Policy 0008 - Equipment Replacement Fund, and (ii) Policy 0005 – Capital Facilities Maintenance Fund.

The Equipment Replacement and Capital Facilities Maintenance schedules adopted by the Eastside Board shall serve as Exhibit D and shall be updated in connection with Eastside’s annual/biennial budget process.

WFR-owned facilities will be added to Exhibit D as part of the comprehensive 2023-2024 budget creation and adoption process.





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

<b>Item</b>	<b>Career</b>	<b>Volunteer</b>	<b>Admin/Shop</b>
	<b>Less than (years)</b>	<b>Less than (years)</b>	<b>Less than (years)</b>
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 Separation	82			\$ 15,000.00
Generator Upgrade	82			\$ 20,000.00
Generator Separation	83			\$ 15,000.00
Generator Upgrade	83			\$ 20,000.00
Total:		\$ 179,000	\$ 221,000	\$ 202,000

Exhibit D-4

## EXHIBIT E

### Woodinville Fire & Rescue Capital Equipment Replacement Schedule

					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036	
<b>Cash Balance</b>					\$4,250,000	\$4,149,917	\$4,249,917	\$4,352,917	\$4,459,007	\$4,568,279	\$4,680,830	\$4,796,758	\$4,916,163	\$3,905,435	\$4,032,112	\$4,162,589	\$2,078,520	\$2,216,943	\$469,328	\$462,735	\$613,993	\$637,732	
<b>Woodinville Contributions</b>					\$0	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	\$115,927	\$119,405	\$122,987	\$126,677	\$130,477	\$134,392	\$138,423	\$142,576	\$146,853	\$151,259	\$155,797	\$160,471	
<b>Purchases</b>					\$100,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,133,715	\$0	\$0	\$2,218,461	\$0	\$1,890,191	\$153,447	\$0	\$132,058	\$0	
<b>Net</b>					\$4,149,917	\$4,249,917	\$4,352,917	\$4,459,007	\$4,568,279	\$4,680,830	\$4,796,758	\$4,916,163	\$3,905,435	\$4,032,112	\$4,162,589	\$2,078,520	\$2,216,943	\$469,328	\$462,735	\$613,993	\$637,732	\$798,203	
Type	New	Replace	Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036		
8317	Engine 133	2017	15	2032												\$1,008,391							
8319	Engine 135	2017	15	2032												\$1,008,391							
8318	Backup Engine	2017	15	2032	Best remaining engine trickles down for 10 years of Reserve status																		
<b>Subtotal</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,016,783	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Tax</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$201,678	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,218,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Type	New	Replace	Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036		
7320	Aid 133	2019	10	2029								\$257,224											
7321	Aid 131	2019	10	2029								\$257,224											
7322	Aid 135	2019	10	2029								\$257,224											
7319	Back up Aid Unit	2009	20	2029	Aid unit with best remaining service life trickles down in 2029																		
<b>Subtotal</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771,673	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Tax</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$848,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Type	New	Replace	Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036		
9303	Ladder 131	2019	15	2034													\$1,718,356						
<b>Subtotal</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,718,356	\$0	\$0	\$0	\$0	
<b>Tax</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$171,836	\$0	\$0	\$0	\$0	
<b>Total</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,890,191	\$0	\$0	\$0	\$0	
Type	New	Replace	Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036		
1333	BC 131	2021	8	2029	\$90,985							\$106,603									\$120,052		
2307	Brush 131	2007	20	2027								\$152,374											
<b>Subtotal</b>					\$90,985	\$0	\$0	\$0	\$0	\$0	\$0	\$258,977	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,052	
<b>Tax</b>					\$9,098	\$0	\$0	\$0	\$0	\$0	\$0	\$25,898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,005	
<b>Total</b>					\$100,083	\$0	\$0	\$0	\$0	\$0	\$0	\$284,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,058	\$0
Type	New	Replace	Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2033	2034	2035	2036		
	AFM (Ford Escape)	2018	15	2033																	\$57,130		
	Facilities	2018	15	2033																	\$82,367		
<b>Subtotal</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$139,497	
<b>Tax</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,950
<b>Total</b>					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,447
<b>Subtotal</b>					\$90,985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,030,650	\$0	\$0	\$2,016,783	\$0	\$1,718,356	\$139,497	\$0	\$120,052	\$0
<b>Tax</b>					\$9,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$171,836	\$13,950	\$0	\$12,005	\$0
<b>Total</b>					\$100,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,133,715	\$0	\$0	\$2,218,461	\$0	\$1,890,191	\$153,447	\$0	\$132,058	\$0