

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

This Agreement is dated the 28th day of April, 2022 and entered into between **KING COUNTY FIRE PROTECTION DISTRICT NO. 4 D/B/A SHORELINE FIRE DEPARTMENT**, a municipal corporation ("SFD"), and **KING COUNTY FIRE PROTECTION DISTRICT NO. 16 D/B/A NORTHSORE FIRE DEPARTMENT**, a municipal corporation, ("NFD").

RECITALS

WHEREAS, this agreement is entered into by NFD and SFD under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act;

WHEREAS, SFD and NFD currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions;

WHEREAS, the purpose of this Agreement is to consolidate certain services to allow for the joint operation and administration of these services within the jurisdiction of NFD and SFD; and

WHEREAS, this Agreement is not intended to supersede or conflict with the collective bargaining agreements of either party.

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. TERM.

1.1. This agreement shall be effective on June 1, 2022 and shall terminate on May 31, 2029. Provided, however, in the event both SFD and NFD agree to mutually amend the agreement, then the agreement can be modified as agreed upon. Either party may unilaterally terminate this Agreement with at least two (2) years' advance written notice to the other party; provided, however, neither party may provide such notice for the first two (2) years.

1.1.1. Prior to the effective date of this Agreement, the Parties shall work toward integrating administration and operations for service, including, without limitation, transitioning employees, rebranding, and sharing resources in the furtherance and consistent with the intent of this Agreement.

1.2. In the event of a Material Breach of this Agreement, SFD and NFD shall, unless NFD and SFD mutually agree otherwise, continue to perform their respective obligations under this Agreement for up to twelve (12) months after notice of the Material Breach (the "Wind-Up Period"); provided, however, that during the Wind-Up Period, NFD and SFD shall coordinate their efforts to prepare for the transition to other methods of providing fire and EMS services to NFD. NFD shall

be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

2. DEFINITIONS.

2.1. The following terms, when used in this agreement, shall be defined as follows:

- (a) "SFD" shall mean the Shoreline Fire Department.
- (b) "NFD" shall mean the Northshore Fire Department.
- (c) "Station 51" shall mean the fire station, administrative headquarters, and training facility located at 7220 NE 181st Street Kenmore, WA 98028.
- (d) "Station 57" shall mean the fire station located at 17020 Brookside Blvd NE Lake Forest Park, WA 98155.
- (e) "Chief" or "Fire Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of SFD.
- (f) "Employees" shall mean full-time, compensated employees, Captains, Firefighters, Emergency Medical Technicians (EMT), and/or Paramedics.
- (g) "Insurance" shall mean either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- (h) "Material Breach" shall mean SFD's failure to provide minimum staffing levels, NFD's failure to timely pay the Contract Payment, or either party's failure to comply with other material terms of this Agreement.

3. SCOPE OF SERVICES

- 3.1. **Fire Suppression Services.** SFD shall provide all services necessary for fire suppression, fire prevention, fire support, hazardous material response, and rescue response to a service area covering the corporate limits of NFD, including technical rescues involving low/high angle, confined space, trench, water, and surface water.
- 3.2. **Emergency Medical Services.** SFD shall provide all services necessary for basic life support emergency medical service to a service area covering the corporate limits of NFD, including mobile integrated health care and a Medical Services Officer.

- 3.3. **Administrative / Operations Services.** SFD shall provide administrative, operations, and management authority to a service area covering the corporate limits of NFD, including but not limited to the following:
- (a) The Fire Chief or designee shall supervise, administer, and manage the day-to-day operations of the services, including, without limitation, the following:
 - (i) Staffing levels, personnel assignments and other resource allocations.
 - (ii) Implementation of Budget.
 - (iii) Implementation of policies and procedures.
 - (iv) Personnel management, including discipline. The Fire Chief shall manage all disciplinary actions consistent with existing personnel policies and procedures. All disciplinary actions shall follow Department policy.
 - (v) Oversee and manage all operations in the manner of, and subject to, the limitations specified herein.
 - (b) For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, NFD hereby designates the Fire Chief of SFD as NFD's Fire Chief. SFD's Fire Marshal will become NFD's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of SFD.
 - (c) The Fire Chief shall report on administrative and operational matters to NFD Board of Commissioners and shall attend meetings when requested.

3.4. **Fire Marshal.**

- 3.4.1. SFD Fire Chief or his/her designee shall be NFD's Fire Marshal for purposes of statutory provisions, regulations and the cities' municipal codes, and shall have a Deputy Fire Marshal assigned to Station 51. SFD will perform Fire Marshal services within NFD boundaries, including designating a Fire Code Official, reviewing plans, performing inspections and fire investigations, assisting in code enforcement, and educating the public.
- 3.4.1.1. **Plan Review.** SFD shall provide fire and life safety plan review for new development and construction consistent with applicable statutes, regulations, and the city codes. SFD shall coordinate plan review services with the appropriate development review team by reviewing plans within set timelines, attending plan review and other meetings, as requested, and responding to applicant questions as requested.
 - 3.4.1.2. **Fire Inspections.** SFD shall conduct a program of fire inspection of commercial, industrial and multi-family properties.

- 3.4.1.3. **Fire Investigation.** SFD shall investigate fires to determine origin and cause. Investigations shall be conducted in coordination with the appropriate police department.
- 3.4.1.4. **Public Education.** SFD shall provide a program of public education activities within NFD's jurisdictional boundaries. The program shall include, but is not limited to, annual fire safety education classes at elementary schools, fire safety education classes for special or targeted groups, participation in community events, and fire safety and first aid training.
- 3.4.2. All services provided pursuant to this Agreement shall be performed in a professional and competent manner pursuant to and within the timelines required of applicable Codes, policies and procedures (including applicable customer service standards), and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.
- 3.4.3. In the event NFD becomes dissatisfied with the performance of the Fire Marshal, NFD shall notify the Fire Chief in writing stating the reason(s) and SFD shall take corrective action as necessary to address NFD's concerns.
- 3.4.4. The Cities of Kenmore and Lake Forest Park shall retain the full and ultimate authority for code adoption, interpretation, and enforcement.
- 3.5. **Training and Education.** SFD shall provide training and education to all Firefighter and emergency medical service personnel in accordance with applicable statutory provisions, regulations and standards of the Washington Administrative Code, including as it relates to the North King County Training Consortium or successor entity.
- 3.6. **Emergency Management.** SFD shall provide oversight and coordination of emergency operations plans.
- 3.7. **Public Information, Education, and Outreach.** SFD shall provide public information, education, and outreach to a service area covering the corporate limits of NFD.
- 3.8. **LEOFF 1 Liability.** SFD shall administer and process payments for LEOFF 1 expenses. NFD shall remain liable for all payments required for its LEOFF 1 employees, which shall be paid out of NFD's reserve funds. NFD shall perform, execute, and deliver any and all further acts that may reasonably be required to effect the intent of this Paragraph for compliance with the Department of Retirement Services.

4. **STANDARDS FOR SERVICES / STAFFING**

- 4.1. **Staffing Level.** SFD shall staff according to the following minimum staffing level:

- 4.1.1. Station 51 shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) Company Officer, one (1) Driver/Operator, and three (3) Firefighter/EMTs. It is an expectation for an administrative presence at the front desk Monday - Friday for eight (8) hours per day.
- 4.1.2. Station 57 shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) Company Officer, one (1) Driver/Operator, and one (1) Firefighter/EMT. If approved by NFD, SFD shall utilize peak hour staffing at Station 57 with two (2) additional Firefighter/EMTs.
- 4.1.3. SFD agrees to provide the command oversight of at least one (1) Battalion Chief twenty-four (24) hours per day, seven (7) days per week. The Battalion Chief shall perform at least those duties identified in the job description attached as **Exhibit A**.
- 4.1.4. In the short-term, SFD and NFD will share two (2) Battalion Chiefs, twenty-four (24) hours per day, seven (7) days per week. Starting on January 1, 2023, SFD and NFD will share one Battalion Chief, twenty-four (24) hours per day, seven (7) days per week, and one (1) Battalion Chief on a minimum of twelve (12) hours per day, seven (7) days per week. Starting on July 1, 2023, SFD and NFD will share one (1) Battalion Chief to be on duty, twenty-four (24) hours per day, seven (7) days per week. This goal will be re-evaluated on an ongoing basis by both Board of Commissioners to ensure that the Department is being properly staffed. Any vacancies that occur in the Battalion Chief ranks after this Agreement is signed will not be filled with a permanent promotion until there are fewer than four (4) Battalion Chiefs.
- 4.2. **Apparatus at Stations.** SFD staff shall serve on the following apparatus:
 - 4.2.1. Station 51 shall have at least one (1) engine (pumper) and one (1) aid car.
 - 4.2.2. Station 57 shall have at least one (1) engine (pumper). If approved by NFD, SFD may utilize one (1) aid car at Station 57 during peak hours.
- 4.3. **Level of Service.** SFD shall provide a consistent level of service across the entire service area with the performance measure goals stated in NFPA 1710 by the National Fire Protection Association.
- 4.4. **Staffing Exceptions.** Exceptions to the staffing level may occur on a temporary basis not to exceed thirty (30) days, or in unusual circumstances such as where there is a significant emergency event(s) in SFD, NFD, or other areas which are under a mutual aid agreement. Unusual circumstances and significant emergencies mean such matters as major earthquake, natural disasters, and other declared and recognized area-wide emergencies.
- 4.5. **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of

the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require SFD to respond first within NFD as opposed to other areas protected by SFD. Rather, the parties recognize that responses to concurrent emergencies shall be determined by SFD based upon SFD's operational judgment and without regard to where the concurrent emergencies occur.

- 4.6. **Changes in Services.** Should NFD desire to increase the level of services SFD provides under this Agreement, the parties shall equitably negotiate an amendment to this Agreement revising the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

5. PAYMENT FOR SERVICES

- 5.1. **One-Time Contract Payment.** NFD shall pay SFD a one-time payment of \$7,166,380 by June 1, 2022 to cover the following:

5.1.1. **Employee Benefits.** The One-Time Contract Payment shall include \$1,246,324 (projected for May 31, actual amount will be updated on May 31) related to accrued employee benefits for employees of NFD transferring to SFD. This amount shall reflect cash out amounts for vacation at 100% and sick leave at 50% value.

5.1.2. **Post-Employment Medical Benefits.** The One-Time Contract Payment shall include \$73,798 related to post-employment medical benefits for employees of NFD transferring to SFD.

5.1.3. **Equipment.** The One-Time Contract Payment shall include \$35,000 related to equipment purchases.

5.1.4. **Total Cost of this Service for 2022.** The One-Time Contract Payment shall include \$5,811,258 for the cost of providing services, including, without limitation, salary, benefits, and general expenses, from the effective date of this agreement until December 31, 2022.

5.1.5. **No Reserve Funds.** NFD shall not contribute to SFD's reserve funds and shall, instead, retain ownership of its entire reserve funds (except as needed to pay the Contract Payments). If circumstances beyond the control of SFD cause SFD to spend significant funds from its reserve account, SFD may request a transfer of reserves from NFD proportional to the reserve funds SFD spends for the benefit of NFD, which must be approved by NFD.

5.1.6. **No Contribution to SCBA/ IT Equipment / Apparatus Replacement Funds.** NFD shall not contribute to the capital apparatus funds or for the purchase of SCBAs or IT equipment. Instead, NFD shall replace its own apparatus and vehicles, and pay SFD to replace its SCBAs and IT equipment, which may be used during the term of this Agreement as provided herein. These purchases will be defined in the capital replacement schedule and will be reviewed annually with the NFD.

5.2. **Annual Contract Payment.** For the services provided by SFD pursuant to this Agreement starting January 1, 2023, NFD shall pay SFD the following amounts annually, billed quarterly (the "Contract Payment"), estimated at \$9,516,329 in 2023, which includes the following:

5.2.1. **Annual Fee.** The Annual Contract Payment includes an Annual Fee of \$1,429,264, which shall increase by three and one-half percent (3.5%) annually. This fee shall include, without limitation, general expense line items for Department operations, labor for administering the billing for BLS transports and GEMT programs, and the annual capital equipment replacement purchases as identified in **Exhibit D**. The inflationary rate shall be reviewed in 2025 for appropriateness. If both NFD and SFD agree in writing that it needs to be adjusted, then the fee schedule will be adjusted for 2026 and beyond.

5.2.2. **Personnel Costs.** The Annual Contract Payment includes an Annual Fee of \$8,087,065, which includes personnel costs including all employee-related expenses, such as wages, benefits, and overtime costs. It also reflects the expected credit of revenue received from the BLS transport program of approximately \$343,114 and GEMT program of approximately \$687,771. The personnel costs for 2023 are a very preliminary estimate based off forecasted needs and a 5.5% CPI. This amount will be adjusted by October 15th as provided below.

For 2023, NFD shall pay a percentage of Personnel Costs based on minimum staffing – not including Medic One – using the following schedule for Admin, Fleet and Facilities personnel. Operational labor costs will be allocated to NFD and SFD based on actual time worked at each location calculated by the payroll system. Remaining salary and benefit costs will be allocated based on the percentage of straight time allocated to each department to the total straight time of the combined entities.

Costing Model for Integration with NFD 2023					
Item	Total	SFD	NFD	NFD%	Notes
Admin Personnel	27	19	8	29.6%	No MIH or DivC of EMS. NFD stand alone #s
Ops Personnel	26	16	10	38.5%	Est. % of straight time costs by Department
Fleet Personnel	21	13	8	38.1%	Apparatus (staffed and reserve)
Facilities Personnel	6	4	2	33.3%	Stations

If there are changes to staffing levels, number of apparatus, stations, etc. then the following will apply:

- Admin Personnel: Percentages will stay the same unless another organization is added. If that occurs then a similar approach will be used where the number of personnel, prior to becoming part of SFD, will be added into the above matrix. This will decrease the percentages of both SFD and NFD.

- Ops Personnel: If staffing levels are changed, or if an additional Department is added, then the same model will be applied. The individual Departments will be responsible for their percentage of the entire straight time costs apportioned to staffing apparatus at Station 51 and Station 57.
- Fleet Personnel: If there are changes to the number of staffed or reserve apparatus for NFD, SFD, and/or another agency, then the percentage will be equitably adjusted.
- Facilities Personnel: If a staffed facility is added then the percentage will be equitably adjusted.

These personnel costs shall be provided to the NFD as part of the annual budgeting process in the same manner as calculated above, which shall be reconciled annually as provided below.

5.2.2.1. **Reconciliation.** NFD shall pay to SFD the Actual Personnel Costs incurred to render services described in this Agreement for members of Local 1760; provided, however, Actual Personnel Costs shall not increase more than the annual COLA increase to wages provided for in the Collective Bargaining Agreement with Local 1760 plus two percent (2%) year over year. 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 15th 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 15th of the year following the contract year. Example: By October 15th, 2022, SFD will establish a budgeted Personnel Cost for calendar year 2023. NFD will pay this amount for services rendered in 2023. SFD will then reconcile the budgeted amount to the Actual Personnel Cost and provide NFD with a reconciliation for 2023 no later than February 15th, 2024. NFD shall pay any difference between the initial Personnel Costs and Actual Personnel Costs by no later than April 1st, immediately following receipt of the reconciliation from SFD; provided, if initial Personnel Costs paid by NFD 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 NFD, in which case such difference shall be refunded to NFD.

5.2.3. **Pro-Rated Amounts.** Annual payments shall be prorated for partial years.

- 5.3. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, SFD shall provide NFD with quarterly invoices outlining the nature of the services provided. NFD shall pay all invoiced amounts within 30 days of receipt.
- 5.4. **Failure to Submit Invoice.** The failure of SFD to submit an invoice for services to NFD within the timeframes provided in this Agreement shall not result in a waiver of the requirement of NFD to pay for those services; provided, the failure of SFD to invoice NFD for a period in excess of six (6) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the parties.
- 5.5. **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this Agreement because SFD was required to comply with a legislative or regulatory decision by an entity other than NFD, then at the request of either party, NFD and SFD shall negotiate an amendment to this Agreement and adjust Contract Payment to fully compensate SFD for actual costs incurred by SFD. An example of a significant increase in cost would be if the state required that fire engines be staffed with four firefighters per engine instead of three. If NFD and SFD are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this Agreement shall apply. Failure of either party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.
- 5.6. **BLS Transport Fees / GEMT Funds.** SFD will charge fees for the BLS transports at the discretion of NFD. If SFD is directed to charge fees for BLS transports, NFD shall be credited the money recovered from those transport fees for transports within NFD's jurisdictional boundaries. NFD will participate and receive Ground Emergency Medical Transportation (GEMT) funds related to transports within NFD's jurisdictional boundaries. NFD will be charged to administer the BLS transport for fees and GEMT. If there is a negative impact to SFD GEMT collection due to adding the NFD jurisdiction for fee collection, or if additional consulting/administration fees need to be levied, then a portion of NFD GEMT collection shall be transferred to SFD commensurate with these needs.

6. EMPLOYEES

- 6.1. **Transfer of Employment.** All NFD employees who are members of IAFF Local 2459 or Local 1760 (if merged) shall become employees of SFD at or above their current position and rank, and receive the wages and benefits as provided in the Collective Bargaining Agreement with IAFF Local 1760, including transferring of all accrued leave allowed under that CBA, except as may otherwise be agreed to through the collective bargaining process.
- 6.2. **SFD Employees.** SFD shall, at all times, be solely responsible and liable for the conduct of its employees in performing the services called for in this Agreement. SFD shall be solely responsible for all compensation, benefits, and insurance for its employees.

7. NFD STATIONS

- 7.1. **Ownership and Use.** NFD shall retain ownership of Station 51 and Station 57 during the term of this Agreement and shall make the fire stations available for use by SFD. NFD shall provide use of Stations in "as-is" condition.
- 7.2. **No Use Charge.** No use charge shall be assessed to SFD. The parties agree that the rights and contractual obligations contained within the Agreement constitute adequate consideration for SFD use and possession of the premises.
- 7.3. **Utilities and Services.** NFD shall ensure the availability of all utilities necessary for the use of the premises to include: water, sewer, garbage, heating, air conditioning, electrical power, and telephone and information technology/system data lines.
- 7.4. **Cost for Utilities.** SFD shall be responsible for the cost of all utilities used on the premises.
- 7.5. **Conditions and Repairs.** SFD acknowledges that the premises have been continuously used to provide fire and emergency services and that its current condition is acceptable for SFD to continue providing fire and emergency services.
- 7.6. **Improvements.** No major capital improvements to the Stations are anticipated during SFD's use. In the event the Stations require necessary capital improvements, the parties will meet and confer in good faith in an effort to mutually agree upon a budget and timetable for completion of the improvements. NFD currently follows recommendation of Reserve Consults LLC to pay for capital improvements.
- 7.7. **Maintenance and Repair of Stations.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance. SFD shall be solely responsible for the routine maintenance associated with the Fire Stations.
 - 7.7.1. NFD shall remain responsible for all Major Repairs and Maintenance, which shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$10,000.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$10,000.00 cost limit applies to all repair and maintenance costs associated with repairing the pipe, the floor and any associated damage). SFD shall promptly notify NFD in the event of any needed Major Repairs or Maintenance. When requested by NFD, SFD shall secure up to three estimates for any major repair or maintenance.
- 7.8. **Damage to Premises.** SFD shall be responsible to NFD for any loss or damage to the building or premises except to the extent caused by the negligence of NFD.

8. APPARATUS AND VEHICLES

- 8.1. **Ownership and Use.** NFD shall retain ownership of its apparatus and vehicles during the term of this Agreement, including those identified on **Exhibit B**. NFD grants to SFD use and possession of its apparatus and vehicles for the purposes of this Agreement; provided, however, except for reserve apparatus, that NFD's apparatus shall ordinarily be stationed at Station 51 or Station 57.
- 8.1.1. **Reserve Service.** NFD apparatus may be used by SFD in its reserve fleet after the front-line service period of the subject apparatus is complete, in accordance with the aforementioned replacement schedule. NFD will retain ownership of its front line apparatus when transferred to reserve status.
- 8.1.2. **Surplus Apparatus.** When the useful service life of NFD apparatus has ended, and NFD has declared such apparatus surplus, SFD will assist in the sale or disposal of the apparatus in a legal, commercially reasonable manner. The proceeds, if any, from the sale of NFD-owned apparatus will be transferred to NFD.
- 8.2. **Modification.** Modifications to NFD's apparatus and vehicles is anticipated during SFD's use. All alterations, additions, and improvements would need to be approved by NFD.
- 8.3. **Maintenance.** SFD shall reasonably maintain NFD's apparatus and vehicles at the sole cost and expense of SFD.
- 8.4. **Damage to Apparatus.** SFD shall be responsible to NFD for any property loss or damage done to NFD's apparatus, vehicles, and equipment except damage caused by NFD's negligence.
- 8.5. **Replacement.** NFD shall, at no additional cost to SFD, replace its apparatus and vehicles as follows:

Description	In Service	Life Cycle (in Years)
Class A Pumper	2020	10
Class A Pumper	2020	10
Reserve Class A Pumper	2010	10
Reserve Class A Pumper	2010	10
Rescue Vehicle	2006	20
Aid Car	2016	8
Reserve Aid Car	2008	8
Additional Aid Car (A151)	2023	8
Additional Aid Car (A157)	2023	8
Staff Vehicle	2019	10
Staff Vehicle (FC)	2016	13
Training Vehicle	2022	12
Utility Vehicle	2010	12
Command Vehicle	2009	10
Rescue Jet Ski	2022	5
Rescue Jet Ski	2022	5

9. **EQUIPMENT**

- 9.1. **Ownership and Use.** NFD shall transfer all Fire and EMS equipment to SFD with a Bill of Sale attached hereto as **Exhibit C**.
- 9.2. **Maintenance.** SFD shall reasonably maintain the equipment at its sole cost and expense.
- 9.3. **Replacement.** SFD shall, at no additional cost to NFD, replace equipment used at the Fire Stations as described in Capital Replacement Plan attached as **Exhibit D**; except, however, NFD shall reimburse for SCBA purchases, including masks, cylinders, regulators, Bluetooth, and compressor.

10. **RECORDS**

10.1. **Definitions.**

10.1.1. **"SFD Records"** shall include: (i) all records prepared, owned, used, or retained by SFD related to the performance of its statutory and contractual duties; and (ii) all reports, documents, surveys, books, records, files, papers, and electronic or written materials that are owned by or in the possession of NFD and related to Fire/EMS services transferred and/or made available to SFD.

10.1.2. **"NFD Records"** shall include all records prepared, owned, used or retained by NFD related to the performance of its statutory and contractual duties.

10.2. **Record Ownership.** The parties recognize that physical custody of SFD Records or NFD Records is not determinative of whether the records are SFD Records or NFD Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoenas or pursuant to the Washington State Public Records Act.

10.3. **Records Custodian.** Except as provided below, SFD will be the primary record custodian of all SFD Records and all NFD Records.

10.4. **Requests for Records.** The parties recognize that some NFD Records will be in the custody of SFD. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by NFD or SFD. In the event the NFD receives a public records request, subpoena, or other request for NFD Records, the following process shall be followed:

10.4.1. SFD will administer its ordinary public records process. If NFD receives records requests outside that process, NFD will advise SFD in writing that the request has been received.

- 10.4.2. SFD will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- 10.4.3. SFD will provide copies, at its sole cost and expense, in the form requested by NFD to either NFD or the requestor, as directed by NFD. In the event NFD receives payment for the copies, NFD shall forward such payment to SFD.
- 10.4.4. SFD shall be responsible to NFD for communicating with the record requester on behalf of NFD in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party and, if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- 10.4.5. It shall be the responsibility of NFD, and at the expense of NFD, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to SFD's acts or omissions under this Agreement, then SFD shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Parties fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

11. OVERSIGHT AND REPORTING

- 11.1. **Joint Meetings.** The Board of Fire Commissioners shall hold at least two (2) joint meetings per year to discuss administration of this Agreement.
- 11.2. **Agreement Administrators.** SFD Fire Chief and NFDs' Board of Fire Commissioners and/or their designees, shall act as administrators of this Agreement for purposes of RCW 39.34.030. During the term of this Agreement, SFD Fire Chief shall provide NFD's Board Chair with monthly written reports concerning the provision of services under this Agreement.
- 11.3. **Representation on Intergovernmental Boards.** SFD shall represent NFD on intergovernmental boards or on matters involving the provision of services under this Agreement as reasonably requested by NFDs' Board of Fire Commissioners, except the King County Fire Commissioners' Association. NFD reserves the right to represent itself in any matter in which the interests of NFD and SFD are not aligned or whenever any matter relates to the appropriation of or expenditure of NFD funds beyond the terms of this Agreement.

12. EXISTING AGREEMENTS

- 12.1. **Existing Agreements.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other agencies.

SFD shall assume NFD's contractual responsibility and obligations for the provision of such agreement, including, without limitation, the following:

- **King County BLS Contract (5002 EMS).** NFD shall assign Contract 5002 EMS to SFD whereby King County may pay SFD to provide BLS services, including funding BLS Core Services, BLS Training & QI Program, a Mobile Integrated Healthcare, in NFD's jurisdiction. Termination of or changes to Contract 5002 EMS may result in changes in BLS Core Services, BLS Training & QI Program, a Mobile Integrated Healthcare.
- **Northshore Emergency Management Coalition (NEMCO).** NFD shall remain a member of NEMCO.
- **North King County Training Consortium.** NFD shall remain a party to the Interlocal Agreement for the North King County Training Consortium. NFD shall designate the Fire Chief as its representative to the governing board for the Consortium. The Fire Chief shall inform NFD's Board of Fire Commissioners of matters involving the Consortium, including any impacts to Station 51, current headquarters for the Consortium. NFD's Board of Fire Commissioners shall retain the authority to decide on the use of NFD facilities and will direct the Fire Chief to represent NFD on said use as part of the governing board of the Commission. To the extent NFD receives a credit for providing equipment, supplies, and/or facilities to the Consortium, that credit shall be used to reduce the amount SFD is required to pay to the Consortium on behalf of NFD.
- **Regional Emergency Management.** NFD shall remain a party to the Interlocal Agreement for Regional Emergency Management. NFD shall designate the Fire Chief as its representative of its municipal functions and duties under the agreement.

SFD shall pay all amounts owed by NFD under such agreements. At such time as these agreements are renegotiated and re-executed, SFD will represent NFD's interests and shall be signatory to the agreements on behalf of NFD.

- 12.2. **Mutual and Automatic Aid.** The parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. SFD shall assume NFD's responsibilities and contractual obligations for the provision of mutual and automatic aid. At such times as these agreements are renegotiated or re-executed, SFD shall represent NFD's interest and shall be signatory to the agreement on behalf of NFD.

13. **TERMINATION AND RETURN OF ASSETS**

- 13.1. **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this Agreement shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below. In the event that this Agreement is terminated due to a change in law or

by mutual agreement, each party shall bear its own costs associated with the termination.

- 13.2. **Duty to Mitigate Costs.** NFD and SFD have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.
- 13.3. **Disposition of Assets to NFD.** If this Agreement is terminated for any reason other than the merger of NFD into SFD, NFD and SFD agree to the following disposition of assets and equipment upon termination:
 - 13.3.1. **NFD Owned Assets.** Any assets owned by NFD on the Termination Date shall be returned to the possession of NFD, including the NFD Fire Stations, its apparatus, and vehicles.
 - 13.3.2. **Equipment.** Upon the Termination Date, SFD shall transfer to NFD any SFD-owned equipment that is located at NFD Fire Stations. SFD shall also refund to NFD those amounts NFD paid into the capital equipment replacement fund that were not spent prior to the Termination Date.
- 13.4. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, SFD shall submit to NFD a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

14. **INDEPENDENT MUNICIPAL GOVERNMENTS**

- 14.1. **Independent Governments.** NFD and SFD recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, SFD shall have the sole discretion and the obligation to determine the exact method by which the services are provided within SFD and within NFD unless otherwise stipulated within this Agreement.
- 14.2. **Resource Assignments.** SFD shall assign available resources based upon the operational judgment of SFD as exercised within the limitations and obligations of this Agreement, and not on existing internal political boundaries.
- 14.3. **Finances.** Each party shall remain responsible for the financial operation of its own Fire District, the preparation of its budget, and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft of the NFD budget and fire benefit charge in consultation with the NFD board. Each party agrees to provide the other party with a copy of its budget when completed.
- 14.4. **Debts and Obligations.** Neither NFD nor SFD, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

15. **INDEMNIFICATION**

15.1. To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

16. **INSURANCE**

- 16.1. SFD shall provide insurance coverage for the NFD real and personal property, as well as for all equipment and personnel of SFD. The insurance coverage shall include all risk property insurance, insuring the real property contents at replacement cost and general liability insurance, including errors and omissions coverage. SFD shall furnish to NFD appropriate documentation showing that such coverage is in effect. Policy deductibles shall be the responsibility of SFD.
- 16.2. SFD shall carry and maintain, for the duration of this Agreement, property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverages existing on the date of this Agreement in a form consistent with existing policy; provided, however, coverage shall not be less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate, with a deductible of not more than five thousand dollars (\$5,000.00) for each policy.
- 16.3. The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall include a thirty (30) calendar days' prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

17. **MISCELLANEOUS**

17.1. **Other Cooperative Agreements.** Nothing in this Agreement shall preclude NFD and SFD from entering into contracts for service in support of this Agreement.

- 17.2. **Public Duty Doctrine.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine. NFD and SFD shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.
- 17.3. **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions, (e.g., payroll, records transfer and employee benefit coordination) and to reasonably cooperate with each other to effectuate this Agreement.
- 17.4. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 17.5. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.
- 17.6. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 17.7. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 17.8. **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.
- 17.9. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications,

negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.

17.10. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

17.11. **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 be interpreted as to its fair meaning and not strictly for or against any party.

17.12. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

The parties below execute this Agreement, which shall become effective on June 1, 2022.

SHORELINE FIRE DEPARTMENT



Print Name: Matt Cowan

Its: Fire Chief

DATE: 4/28/22

NORTHSHORE FIRE DEPARTMENT



Print Name: Michael Morris

Its: Fire Chief

DATE: 4/28/22

APPROVED AS TO FORM:




Brian Snure,
Attorney for SFD

APPROVED AS TO FORM:



Matt T. Paxton,
Attorney for NFD

EXHIBIT A

	POLICY - ADMIN 124.1 (2.1.6) JOB DESCRIPTION <i>Battalion Chief</i>	
	Approved By:	Original Job Description Date:
Supersedes:	See Also:	

SUMMARY

This is a full-time, non-exempt, supervisory position, reporting to, and at the direction of, the Deputy Chief of Operations. Personnel in this position are responsible to the Deputy Chief of Operations, for planning, organizing, directing, coordinating and supervising all activities designated by the Deputy Chief of Operations, to protect lives and property, through responsive and effective fire suppression, rescue and emergency medical services. Operational Battalion Chiefs (BC) are assigned to one of four operational 4-platoon shift rotations. The BC might be responsible for all Department activities, in the unlikely absence of the Fire Chief, Deputy Chiefs, and Division Chiefs. The BC operates with considerable latitude for independent action, and decisions commensurate with the delegated authority and demonstrated ability. Errors in judgment could have substantial impact on the safety and welfare of Department personnel and the public, legal liability, public relations, costs and employee motivation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential duties and responsibilities of this position include, but are not limited to:

Apparatus Driving and Operation

- Drives medium-sized vehicles, under adverse and stressful situations.

Emergency Scene Incident Commander

- Provide command and control at fire scenes, EMS incidents, rescue scenes, hazardous material incidents, natural disasters, nuclear / biological / chemical incidents, etc.
- Coordinate activities between other agencies that may be involved in emergency incidents.

Participate as a Member of a Response Crew in Isolated Circumstances

- Due to unforeseen circumstances, the BC may have to participate in treating patients, performing as a standby Firefighter, or performing other emergency-scene activities.

Communicate Effectively with Department Personnel and Customers

- Possess a working knowledge of our radio system.
- Give direction and information by radio, phone, face-to-face, classroom, meetings and written formats.
- Write reports for incidents, activities, or other administrative functions.

Supervise All Uniformed Employees Assigned

- Directly supervise all uniformed employees assigned, applying Department policy and procedures.
- Maintain discipline through the administration of disciplinary policy, including issuing discipline to the level authorized in the policy.
- Make effective recommendations on other related personnel actions.

Operate Computer Programs to Perform Daily Duties

- Perform daily accounting of personnel and assignments in the Records Management System.
- Review incident reports.
- Schedule time off, sick leave, etc.

- Effectively use and manage staffing program, currently Telestaff.

Maintain Training and Knowledge Base Commensurate with Duties

- Periodically attend classes or seminars, to maintain state-of-the-art skills in leadership, conflict resolution, management, interpersonal relationships and communications, incident command, tactics, etc.
- Complete required training for continuing education requirements.

Actively Coach and Promote Employee Development

- Mentor personnel for future leaders.
- Ensure that personnel complete required training.
- Monitor shift proficiency of skills required.
- Promote teamwork and comraderie within the Department.
- Coach and /or discipline personnel, as needed.

Participate in the Departmental Budget Process

- Oversee budget requests from personnel for submission to the Deputy Chief of Operations.
- Monitor line-item expenditures throughout the year.
- Participate in helping write specifications for apparatus and equipment as appropriate.

Actively Manage All Tasks Assigned to the Respective Shift Members

- Coordinate, through the Company Officers, day-to-day shift activities to achieve Department goals.
- Monitor staff assignments for optimum performance and cost-effectiveness.
- Ensure proper daily maintenance and operational readiness of apparatus, equipment, facilities and personnel.
- Support the other divisions to achieve Department goals
- Conduct accident investigations, and provide recommended corrective actions

Assist in Department Training

- Attend regional training committee meetings as appropriate.
- Provide input to the Division Chief of Suppression/Training on training needs.
- Assist or perform company-level evaluations.
- Assist with promotional exams as appropriate.

Assist with Emergency Medical Services Oversight

- Supervise day-to-day activities of the Medical Services Officers.
- Balance EMS and Suppression Tasks for ALS personnel.
- Represent Department on Community EMS issues as appropriate.
- Perform related work, as assigned.

QUALIFICATION REQUIREMENTS

Individuals must satisfactorily complete a criminal history background check. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with limited disabilities to perform the essential functions, unless the functions are bona fide occupational requirements. The requirements listed below are representative of the knowledge, skill and/or ability required. Employee strives, at all times, to excel in the following competencies:

- **Interpersonal Skills:** Ability and willingness to participate, as a team member. Consistently respect the individual values of all Department employees and members of the community, without public or private ridicule. Effectively communicate, build rapport and relate well, with diverse populations.
- **Employee development:** Coach and encourage employees with professional growth, providing career counseling.
- **Empathy:** Identify with, and care about, other's situations and needs.
- **Self-Management:** Demonstrate self-control and an ability to manage time and priorities, with minimal supervision.
- **Leadership:** Display skill and ability to empower and influence employees to accomplish Department goals.
- **Conflict Management:** Display skill and ability addressing and resolving conflict constructively.

Education and/or Experience

- High School Diploma or GED.
- Ability to obtain an AA degree in Fire Command Administration or equivalent.
- Incident Management Training.
- Incident Safety Officer Training.
- Multi-Company Tactical Operations.
- Management Skills Training.
- Hazardous Materials Incident Command Training.
- Any combination of education and experience sufficient to clearly demonstrate competence.

Language Skills

- Ability to read and interpret documents, such as safety rules, operating instructions, procedure manuals, subject matter texts and study guides.
- Ability to write routine reports and correspondence.
- Ability to read and write medical reports, using technical terms, abbreviations and text, within the scope of their training.
- Ability to speak effectively before diverse public groups, or employees of the organization.
- Ability to clearly articulate critical information, under adverse or stressful conditions, via a variety of methods, including radios.
- Ability to communicate in the English language, orally and writing.

Mathematical Skills

- Ability to add, subtract, multiply and divide, in all units of measure, using whole numbers, common fractions and decimals.
- Ability to compute rate, ratio and percent, and to draw and interpret bar graphs.

Reasoning Ability

- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form, and deal with several abstract and concrete variables.
- Ability to "think outside the box."
- Ability to predict outcomes, based on probability and possibility.

Mechanical Skills/Ability

- Ability to instruct others in the proper and safe way to operate equipment.
- Ability to recognize unsafe actions and suggest remedies.

Physical Fitness Ability

- Ability to perform strenuous work for extended periods of time, while performing some or all of the following:
 - Wearing a respirator, (SCBA)
 - Wearing and/or carrying over 50 pounds of protective clothing and equipment
 - Working in an overheated environment
 - Working in dark and confined, disorienting spaces
 - Working under adverse and stressful conditions

Certificates, Licenses, Registrations

- King County EMT certification required
- Upon employment, and while employed, must hold and continuously maintain, a valid Washington State Driver's License.
- Employee must be insurable under the Department's existing vehicle and umbrella liability insurance carrier.

Work Environment

- While performing the duties of this job, the employee regularly works under some of the conditions described above.
- Additionally, the employee regularly works near moving equipment, in outside weather conditions, in hazardous traffic areas and under unfavorable or unsanitary conditions, which may include biohazards, air and blood-borne pathogens.
- Employees are regularly exposed to wet and humid conditions, fumes, airborne particles, toxic or caustic chemicals, extreme heat and risk of electrical shock.
- The employee may find themselves in hostile or psychologically demanding environments, involving emotional or psychological stress.
- The noise level in the work environment is often very loud.

The statements contained herein reflect general details to describe the principle functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload. The omission of specific statements of duties does not exclude them from the position if the work is similar related or a logical assignment to the position

EXHIBIT B

VEHICLES AND APPARATUS

Fleet #	Type	In Service	Vehicle Manufacturer	Vehicle Model	License Plate #	Placard #
#1400	Class A Pumper	2020	Pierce	Enforcer		E151
#1500	Class A Pumper	2020	Pierce	Enforcer		E157
#1100	Class A Pumper	2010	Pierce	Arrow XT	90133C	E257
#1200	Class A Pumper	2010	Pierce	Arrow XT	90132C	E251
#2700	Rescue Vehicle	2006	Spartan/H&W	Gladiator	82866C	R151
#2800	Aid Car	2008	Ford/Braun	F-350 4X4	63423C	A251
#2900	Aid Car	2016	Ford/Horton	F-450 4X4	B0218C	A151
#3103	Staff Vehicle	2008	Chevrolet	Trailblazer	82863C	
#3500	Staff Vehicle	2019	Chevrolet	Equinox	A7512C	
#3501	Staff Vehicle (FC)	2016	Chevrolet	Traverse	B4078c	
#3900	Staff Vehicle	2005	Chevrolet	Trailblazer	68329C	
#4200	Utility Vehicle	2010	Chevrolet	3500 4X4 HD Pickup	89623C	U151
#5100	Command Vehicle	1999	Chevrolet	Suburban	30692C	B251
#5200	Command Vehicle	2009	Chevrolet	Suburban	89618C	B151
#4300	Structural Collapse/Rescue Trailer	2013	Cargomate	Blazer	A0986C	C151
#4400	Forklift		Nissan	CPJ02		
	ATV					
	Rescue Jet Ski	2022				
	Rescue Jet Ski	2022				

EXHIBIT C

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS: That, for good and valuable consideration, **KING COUNTY FIRE PROTECTION DISTRICT NO. 16 D/B/A NORTSHORE FIRE DEPARTMENT** ("NFD"), does hereby convey, grant, bargain, sell, assign, and transfer to **KING COUNTY FIRE PROTECTION DISTRICT NO. 4 D/B/A SHORELINE FIRE DEPARTMENT** ("SFD"), personal property identified in **Exhibit 1** or otherwise associated with NFD fire department, except vehicles, apparatus, and other property as its relates to the Board of Fire Commissioners for NFD and staff. In light of the significant number of individual items associated with NFD fire department and the administrative burden of inventorying the same, a comprehensive itemization is not included with this Master Bill of Sale.

These assets are conveyed to SFD "as is" and "where is" without any warranty of fitness or merchantability express or implied.

NFD hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests, and encumbrances of any kind and nature. NFD further warrants that it will defend SFD against all claims of superior title.

IN WITNESS WHEREOF, NFD and SFD have hereunto set their signatures, hand and seal this ____ day of _____, 2022.

NORTSHORE FIRE DEPARTMENT

Print Name: _____

Its: _____

DATE: _____

ACCEPTED BY:

SHORELINE FIRE DEPARTMENT

Print Name: _____

Its: _____

EXHIBIT 1

PERSONAL PROPERTY

Description	Quantity
Complete SCBAs (2 Cylinders and 1 Mask)	31
Spare 45 Minute Cylinders	12
Spare Masks	27
Rapid Intervention Crews (RIC) Kits (No Cylinders)	5
Air Compressor	1
Mobile Data Computers	7

EXHIBIT D

20 YEAR CAPITAL PURCHASES PLAN																							
Updated 4/28/2022																							
All costs are inflated and compounded annually by 3.5%																							
Equipment Purchases Plan																							
Prices in column "D" are per unit pricing, including sales tax.																							
Description	Life Cycle	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Hose:	2 1/2"	10	\$414								\$45,128											\$63,654	
	1 3/4"	10	\$171								\$23,295											\$32,860	
	5" LDH	10	\$929	\$46,143							\$60,761											\$85,710	
Nozzle		15	\$887													\$63,166							
Water Appliances		20	\$710																			\$21,824	
Rescue Tool		15	\$35,475													\$114,846							
Knox Box E-Keysecure			\$1,774	\$18,358																			
Knox Box E-Cores			\$288		\$30,286	\$47,019																	
Copy Machines		8	\$11,825	\$24,478																			
Mobile Radio		15	\$9,464														\$190,186						
Portable Radio		10	\$8,278									\$233,525										\$329,410	
Bunker Gear	5/10	\$3,559	\$6,954	\$10,796	\$29,797	\$77,095	\$11,970	\$12,389	\$8,548	\$39,813	\$109,884	\$9,477	\$9,806	\$15,229	\$42,031	\$108,756	\$16,884	\$17,475	\$12,058	\$56,160	\$155,002	\$13,369	\$13,887
Boots	3	\$414	\$5,997	\$8,207	\$6,424	\$6,645	\$6,882	\$7,123	\$7,372	\$7,630	\$7,897	\$8,173	\$8,455	\$8,736	\$9,022	\$9,309	\$9,597	\$9,887	\$10,177	\$10,467	\$10,758	\$11,049	\$11,340
Helmets	10	\$591	\$1,224	\$0	\$1,311	\$2,035	\$4,916	\$3,634	\$752	\$19,464	\$1,612	\$0	\$1,726	\$2,680	\$6,473	\$4,785	\$991	\$25,630	\$2,122	\$0	\$2,273	\$3,529	\$8,523
Ballistic (vest/helmet)	10	\$2,365										\$86,738										\$122,352	
Ball Out Kits	10	\$430										\$30,328										\$42,783	
Gurney	15	\$59,125									\$80,581												
Defibrillator	10	\$4,730		\$10,134										\$14,295								\$18,187	
Defibrillator Battery	2	\$473	\$1,958		\$2,098		\$2,247		\$2,407		\$2,579		\$2,762		\$2,959		\$3,170		\$3,396		\$3,637		\$3,896
Thermal Imaging Cam	10	\$13,008									\$35,458											\$50,014	
Water Vacuum	10	\$887									\$3,626											\$5,115	
Positive Pressure Fan	10	\$3,548									\$9,670											\$13,640	
Spec.Ops Equipment	10	\$27,198	\$28,149										\$39,708										\$56,011
* Furniture	1	\$5,913	\$6,119	\$6,334	\$6,555	\$6,785	\$7,022	\$7,268	\$7,522	\$7,786	\$8,058	\$8,340	\$8,632	\$8,934	\$9,247	\$9,571	\$9,905	\$10,252	\$10,611	\$10,982	\$11,367	\$11,765	\$12,176
* Appliances	1	\$3,548	\$3,672	\$3,800	\$3,933	\$4,071	\$4,213	\$4,361	\$4,513	\$4,671	\$4,835	\$5,004	\$5,179	\$5,361	\$5,548	\$5,742	\$5,943	\$6,151	\$6,367	\$6,589	\$6,820	\$7,059	\$7,306
* Fitness Equipment	1	\$5,913	\$6,119	\$6,334	\$6,555	\$6,785	\$7,022	\$7,268	\$7,522	\$7,786	\$8,058	\$8,340	\$8,632	\$8,934	\$9,247	\$9,571	\$9,905	\$10,252	\$10,611	\$10,982	\$11,367	\$11,765	\$12,176
Annual Total			\$149,172	\$73,890	\$103,693	\$103,424	\$44,272	\$42,042	\$38,638	\$87,150	\$401,437	\$389,925	\$84,908	\$64,188	\$84,567	\$325,816	\$246,692	\$79,809	\$55,563	\$95,477	\$492,610	\$553,558	\$125,860