CALL TO ORDER, ROLL CALL AND FLAG SALUTE

SPECIAL PRESENTATIONS/RECOGNITION

PUBLIC COMMENT

CONSENT AGENDA – For Approval
1. Agenda Bill 2020-01 Approval of Board Minutes and Financial Recap ..........Page 03
   1.1. Minutes – Regular Board meeting 12/12/19 .............................................Page 04
   1.2. Financial Recap .......................................................................................Page 08

COMMITTEE MEETING REPORTS
1. Finance and Administrative (no meeting held)

FIRE CHIEF BRIEFING
• PFAS
• Norcom Update
• Dr. Toone Contract for Services
• State Performance Audit Kick-Off
• Station 78 Flooding
• Weather Trends and Contingency Planning

REGULAR BUSINESS
1. Agenda Bill 2020-02 (Contract: City of Sammamish for Temporary Services).....Page 09
2. Agenda Bill 2020-03 (Contract: Issaquah Food & Clothing Bank)....................Page 16
4. Governance Discussion and potential delegation to FAC
5. Strategic Plan Timeline and Overview (Lane)
6. Paperless Board Meeting Discussion (Formisano)
7. Board Retreat Agenda Discussion

GENERAL ADMINISTRATIVE REPORTS
1. Revenue Expense Report ................................................................................Page 39
2. Incidents Activity Report ................................................................................Page 42

GOOD OF THE ORDER

EXECUTIVE SESSION

CALENDAR REVIEW
• Electric Rosenbauer Concept Truck Show & Tell – January 16, 2020, 10:00 a.m. - 2:00 p.m., HQ
• FAC Meeting – January 22, 2020, 12:00 p.m. - 1:00 p.m., HQ
• EF&R Agenda Review – January 22, 2020, 4:00 p.m., HQ (Issaquah)
• Legislative Day – January 28, 2020, Olympia (RSVP required by 1/10/20)
• Recruit Graduation – January 30, 2020, 6:00 p.m., River of Life Fellowship, Kent (DATE CHANGE)
• EF&R Warrant Review – February 13, 2020, 3:30 p.m., HQ (Issaquah)
- EF&R Board Meeting – February 13, 2020, 4:00 p.m., HQ
- EF&R Board Retreat – February 26 or 27 *(Save the Date)*
- Fireground 101 – May 16, 2020, Bellevue Training Facility

ADJOURN MEETING/SIGNING OF THE DOCUMENTS
SUMMARY STATEMENT: The Board Secretary submits completed minutes for the prior month’s meetings to the Board for review prior to the regular Board meeting. The Board acts upon the minutes first directing any needed changes to be noted on the document in ink, initialed by the Board Secretary, approving said minutes as amended.

The Agency utilizes the Auditing Officer Certification method (RCW 42.24.080) of approving normal and usual ongoing expenditures for payroll, utilities, and other goods and services, on behalf of the Board of Directors. Monthly, those expenditures are provided for review and oversight by the Board pursuant to state law (RCW 42.24.180). Items requiring Board approval in advance of payment are presented on separate Agenda Bills to obtain approval and are included on the Monthly Financial Recap when paid after said approval. Items paid but rejected by the Board after they have been paid, will become receivables and immediate collection by the Agency Audit Officer will commence.

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<th>Amount Budgeted: $2,256,007.60</th>
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<td>Fund Utilized:</td>
<td>General Fund &amp; CFMF</td>
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RECOMMENDED MOTION: Move to approve the Minutes and Financial Recap.

ALTERNATIVE(S): Approve the attached, stipulating any items needing change or rejection, and order the collection of any items necessary.

EXHIBITS:
1) Prior month’s Board minutes, together with any hand-noted changes, as directed by the Board.
2) Prior month’s Monthly Financial Recap with the Accounting Certification. The Monthly Financial Recap includes the prior month’s blanket vouchers, certified by an Agency Audit Officer.

Originator: JF       Administrative Review: 12/30/19

Action:             Date: 1/9/20
Motion By:          Board Secretary:
The regular meeting of the Board of Directors of Eastside Fire & Rescue was held on December 12, 2019, at Eastside Fire & Rescue Headquarters, 175 Newport Way NW, Issaquah, WA.

**PRESENT:** Chair Alan Gothelf (City of North Bend)
- Board Director Larry Rude (Fire District 10)
- Alt. Board Director Alan Martin (Fire District 10)
- Board Director Ron Pedee (Fire District 38)
- Board Director Karen Moran (City of Sammamish) *(late arrival)*
- Alt. Board Director Chris Ross (City of Sammamish)
- Alt. Board Director Mary Lou Pauly (City of Issaquah)
- Board Secretary Jamie Formisano

**STAFF:**
- Fire Chief Jeff Clark
- Deputy Chief Greg Tryon
- Deputy Chief Richard Burke
- Deputy Chief Ben Lane
- Finance and Administrative Director Lisa King

**AUDIENCE:**

**ABSENT:**
- Board Director Chris Reh (City of Issaquah) *(excused)*
- Board Director Don Smith (Fire District 10) *(excused)*
- Board Director Stacy Goodman (City of Issaquah) *(excused)*

**CALL TO ORDER:** Chair Gothelf called the meeting to order at 4:00 p.m., took roll call and led the flag salute.

**SPECIAL PRESENTATION:** Thank you for an amazing year celebrating EF&R’s 20th Anniversary.

**PUBLIC COMMENT:** Local 2878 Union President, Dean deAlteriis, reported the Eastside Firefighters Benevolent Fund’s Annual Food Drive collected over 32,712 lbs. of food (18,523 lbs. more than last year), two large bins of toys, two and a half bins of clothing and almost $3,900 in cash donations. All donations directly benefit community members.

**CONSENT AGENDA:**

IT WAS MOVED BY DIRECTOR RUDE, SECONDED BY DIRECTOR MORAN TO: Approve the Consent Agenda as amended. MOTION CARRIED AS AMENDED, 7-0.

1. Agenda Bill 2019-43 (Approval of Board Minutes and Financial Recap)
   **AMENDMENT:** Line 12 replace Board Director Don Smith with Alt. Board Director Martin. Line 71 replace with, “The audits identified no material weakness in accounting and information systems controls, and no auditor-proposed adjustments of financial records.”

2. Agenda Bill 2019-44 (Surplus Apparatus 9809)
3. 2018 Standards of Coverage & Response Times Goals *(provided electronically)*

**COMMITTEE REPORTS:** No meetings held.

**FIRE CHIEF BRIEFING:**

- PFAS: The Executive Committee will be held on January 17, 2020. The City of Issaquah and DOE have approved their respective contracts. The State has a new program that allows for safe disposal of PFAS.
- Strategic Plan: The process to update the Strategic Plan is kicking off in January. The goal is to present the final for adoption in September 2020 to ensure alignment with the Budget process.
- Board Retreat: Please hold February 26 & 27 for an off-site one-day retreat. The date and location will be finalized, and an invitation sent.
- The new EF&R website will be going live Wednesday, December 18.
- The City of Sammamish will have road closures beginning March 2020 that are expected to last 6-7 months. EF&R will be staffing a 12-hour Aid Unit on the other side of the closure to ensure a timely response, Sammamish has agreed to pay for expense from their road project funding.
- **Rosenbauer** will be hosting an event on January 17, 2020 at EF&R HQ to show off their new Electric engine. An invite will be sent with the date and time.
- Hiring: Three (3) entry level recruits are entering the recruit academy and seven (7) laterals were extended conditional offers with a start date of January 16, 2020.
- Paperless Board Meetings: A proposal was made to go paperless for all Board and Committee meetings. The potential advantages of paperless include reduced printing cost, environmental benefits through reduced use of paper, and savings in administrative time spent in printing agendas. This is in accordance with EF&R’s Long-Term Sustainability Strategic Objective to be a sustainable, adaptive and innovative Fire Department.

**NEW BUSINESS:**

1. **Governance Discussion:** Reviewed the Articles of Incorporation, By-Laws, and the Inter-Local Agreement. Discussed consideration of next steps, which include vetting the proposed documents as a Board or delegate to the FAC for review. Recommended Legal review from each partner’s attorney following the first review.

2. **Agenda Bill 2019-47 (Letter of Agreement Battalion Chief 181):** Briefed on the updates of the proposed letter of agreement. The agreement will be reviewed on a quarterly basis between Chief Connor and Chief Clark. IT WAS MOVED BY ALT. DIRECTOR PAULY, SECONDED BY ALT. DIRECTOR PEDEE TO: Move to grant approval for the Fire Chief to authorize the updated Letter of Agreement – Battalion Chief 181. Motion Carried 6-1.

3. **2020 Annual Agenda Calendar (Review & Final Adoption):** Discussed and adopted the 2020 Annual Agenda Calendar.

4. **2020 Legislative Calendar (Review & Final Adoption):** Discussed the proposed Legislative Calendar. Adopted the Legislative Agenda as amended to include the Motor Vehicle Accident Cost Recovery.

**GENERAL ADMINISTRATIVE DISCUSSION:**

1. **Revenue and Expense Report:** Included in packet.

GOOD OF THE ORDER:
Considering the recent non-renewal of the Vehicle and Equipment Maintenance contract with the City of Snoqualmie Fire Department, the Chief briefed on the comparison conducted between EF&R Shop and Zone 3 Garage for Vehicle and Equipment Maintenance. EF&R remains competitive in the market. The key comparison is the shop rate, which EF&R is 20% lower than the Zone 3 Garage.

EXECUTIVE SESSION: In accordance with the RCWs listed below, the Regular Meeting was adjourned, and the Executive Session began at 4:45 p.m. and expected to last twenty minutes.
- RCW 42.30.140(1)(i) to discuss potential litigation
- RCW 42.30.110(1)(g) to review performance of a public employee

The Executive Session was extended five minutes.
The Executive Session was extended five minutes.
The Executive Session was extended five minutes.

The Regular Board meeting was called to order at 5:20 p.m. No action was taken in Executive Session.


6. Agenda Bill 2019-46 (Fire Chief Employment Contract): IT WAS MOVED BY ALT. DIRECTOR PAULY, SECONDED BY DIRECTOR RUDE TO: Grant the authorization to the Board Chair to approve the Fire Chief Employment contract as discussed in executive session clarifying the annual vacation award language. Motion Carried 7–0.

Discussed the potential of providing a legal incentive for housing, for key staff, to live within the community served. Discussed traffic congestion and how it affects the delivery of services.

CALENDAR REVIEW:
- EF&R HQ Closed – December 23-27, 2019
- FAC – December 25, 2019, 12:00 – 1:00, HQ (To be rescheduled/cancelled)
- EF&R Agenda Review – December 30, 2019, 4:00 p.m., HQ (FD38) (RESCHEDULED)
- EF&R Warrant Review – January 9, 2019, 3:30 p.m., HQ (FD38)
- EF&R Board Meeting – January 9, 2019, 4:00 p.m., HQ
- Recruit Graduation – January 28, 2020 (Save the Date)
- Fireground 101 – May 16, 2020 (Save the Date)

ADJOURNMENT: Chair Gothelf adjourned the meeting at 5:30 p.m.

SIGNING OF DOCUMENTS:
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<tr>
<th>Page</th>
<th>Board Director</th>
<th>Board Director</th>
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<tr>
<td>164</td>
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To inform the Board of Directors that the Deputy Chiefs, Finance and Administrative Director, or BFA approved the following for payments:

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<th>Paid Date</th>
<th>Description</th>
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<td>2019-107</td>
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<td>ACH 2019-176</td>
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<td><strong>Expense Summary Tracking</strong></td>
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Acknowledgement to the Board of Directors:

Prepared By: Scott Paires - Budget Finance Analyst

Reviewed By: Lisa King - Finance and Administrative Director
SUMMARY STATEMENT: The City of Sammamish (City) will experience the closure of the Issaquah Fall/City Road in March 2020 that is expected to last six-seven months. In April 2018, the Sammamish City Council asked EF&R to provide an estimate to City Staff for a contingency staffing plan should the Issaquah/Fall City Road be completely closed. Later in 2018, it was communicated to EF&R that the Issaquah/Fall City Road project would move forward with the hard closure plan and that the EF&R contingency staffing plan was included in the project cost. In August 2019, EF&R met with City Staff in preparation for implementing the contingency staffing plan in the Spring of 2020. This agreement is the result of numerous staff discussions. The draft agreement allows for a temporary fire station located east of the closure on/near Issaquah/Fall City Road (see Appendix A) to assist in mitigating impacts on response times during peak hours.

The station will be a 12-hour Aid Unit staffed with one (1) Company Officer and one (1) Firefighter. Costs associated with the temporary station will be incurred by the City of Sammamish. Facility costs are anticipated to be approximately $350,000. As originally discussed in 2018, overtime staffing costs are anticipated to be approximately $1,500 a day (currently estimated at seven months (210 days x $1,500 = $315,000). Only actual staff costs will be billed. No additional funds are required for a vehicle, maintenance, fuel or supplies as these items are accounted for in the EF&R budget.

This contract will take effect pending approval of the Sammamish City Council.

| Expenditure Required: N/A | Amount Budgeted: $0 |

RECOMMENDED MOTION: Move to approve the contract with the City of Sammamish for Temporary Services, pending approval by the City of Sammamish.

ALTERNATIVE(S):
1. Do not approve.
2. Suggest Revisions.

EXHIBITS:
1. Contract with the City of Sammamish for Temporary Services

Originator: JC
Administrative Review: 1/2/20

Action:
Motion By: 2nd:
Date: 1/9/20
Board Secretary:
I. Parties

The parties to this agreement are the City of Sammamish, a State of Washington Municipal Corporation, referred to herein as “the City,” and Eastside Fire & Rescue (EF&R), a fire and emergency medical services joint department, organized pursuant to Chapter 39.34 of the Revised Code of Washington (“RCW”), acting for and on behalf of King County Fire Protection District No. 10, King County Fire District No. 38, King County, Washington, the City of North Bend, Washington, the City of Issaquah, Washington, and the City of Sammamish, Washington, referred to herein as “the Agency.”

II. Purpose

The Parties are authorized under the provisions of RCW 39.34.030 and 52.12.03(4) to contract with each other to establish fire prevention, education, suppression, emergency preparedness and emergency medical care services for the citizens within their respective boundaries. The purpose of this agreement is to set out terms for erecting, maintaining, staffing, and removing a temporary mobile fire station (“the Station”).

III. Term

The term of this agreement is from January 1, 2020 to December 31, 2021, provided however that this term may be shortened or extended by mutual agreement of the parties.

IV. Location

The Agency shall install a temporary mobile fire station (Station) on Issaquah Fall City road. The location of the Station is more precisely illustrated in Appendix A, attached and incorporated into this agreement.

V. Responsibilities

A. The City is responsible for supplying the real property upon which the Station shall be placed. The City is also responsible for timely obtaining and/or approving all necessary permits, connecting all necessary utilities, excavating for septic tank installation, and paying all ongoing pumping costs. All costs
associated with the aforementioned responsibilities of the City shall be paid for by the City.

B. The Agency is responsible for set up and removal of the Station, which shall be leased by the Agency.

C. The Agency shall supply and maintain ownership of all apparatus and equipment necessary for firefighting services.

D. The Agency shall use best efforts to maintain appropriate firefighting response times during road closures associated with the City’s construction project.

VI. Payments

A. Station. The City shall pay the Agency $350,000 to reimburse the Agency for the lease, installation and use of the Station. Said payment shall be made on or before February 29, 2020.

B. Personnel and Maintenance. The City shall reimburse the Agency for the cost of two (2) personnel (one company officer and one firefighter) staffing the Station 12 hours per day, 7 days per week, for the period of time the Agency occupies the Station. The City shall pay the overtime rate for the personnel staffing the Station. Additionally, the City shall reimburse the Agency for all utility and maintenance costs associated with the occupancy of the Station. Said reimbursements shall be made within 30 days of submittal by the Agency to the City.

C. Credit. Provided that the Agency is able to reutilize the Station at a different location on behalf of another entity, the Agency will use its best efforts to obtain additional reimbursement for the cost of the Station on a prorated basis, based on months of use, from any other entity utilizing the Station during the Station’s lease term. In the event additional reimbursement is paid, such prorated amount shall be returned to the City and any other participating agency, to the extent that the sum originally paid exceeds its respective prorated share of reimbursement.

VII. Modifications

No modification or amendment to this Agreement shall be valid unless evidenced in writing and signed by both parties. During the term of this agreement, either party may request in writing to renegotiate specific provisions of the agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate such provisions in good faith.
In this regard, the parties acknowledge that there may be actions by others that could impact the delivery of emergency services that were not anticipated or provided for in this agreement. It is therefore in the best interest of both parties to fully examine these types of actions and jointly take steps to mitigate or eliminate any negative effects of such actions. To that end it shall be a requirement of the parties to meet and discuss actions that could adversely affect both party and it shall be mandatory for the parties to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

A request made under the provisions of this paragraph shall not be considered a notice of intent to terminate the agreement.

VIII. Insurance

The Agency and the City shall each maintain liability property and casualty insurance in an amount no less than Three Million Dollars per occurrence and Ten Million Dollars in the aggregate. Each party shall include the other as a named additional insured. Either party shall provide proof of insurance to the other party when requested.

IX. Severability

If any provisions of this agreement or its application are held invalid, the remainder shall not be affected.

X. Notices

All notices provided for in this agreement shall be in writing, signed by an authorized official, and sent either by registered or certified mail, return receipt requested.

Notice to the City shall be sent as follows:

City of Sammamish
Attn: _____________
801 228th Avenue SE
Sammamish, WA 98075

Notice to Agency shall be sent as follows:

Eastside Fire and Rescue
Attn: Chief Jeff Clark
175 Newport Way NW
Issaquah, WA 98027
XI. Dispute Resolution

A. Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party.

B. Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.

C. Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.

D. Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each party shall bear its own costs and expenses.

E. Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.

F. Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers,
promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party.

G. Reservation of Rights. In the event that the parties are unable to resolve the dispute through the dispute resolution process established in this paragraph, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.

XII. Enforcement

Should either party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees. No action shall be commenced prior to completion of the dispute resolution process set forth above. Any such action shall be brought in King County Superior Court, Seattle Division.

Dated this __ day of _________________, 2020.

Eastside Fire & Rescue        City of Sammamish

By: ____________________________  By: ____________________________
Title: __________________________  Title: __________________________
APPENDIX A

The parcel map below illustrates the agreed location of the Station:
SUMMARY STATEMENT: As part of the Mobile Integrated Healthcare Program (MIH), Eastside Fire & Rescue is seeking to contract with the Issaquah Food & Clothing Bank (IFCB) for administration of social services. The King County EMS Levy dedicated monies to fund the establishment and operation of a MIH program. The scope of services and staffing as it relates to operational responses will be finalized in collaboration with the IFCB during the first quarter of program implementation.

Expenditure Required: N/A
Amount Budgeted: $0

RECOMMENDED MOTION: Move to approve the contract with the Issaquah Food & Clothing Bank.

ALTERNATIVE(S):

1. Do not approve.
2. Suggest Revisions.

EXHIBITS:

1. Contract with the Issaquah Food & Clothing Bank

Originator: JC
Administrative Review: 1/2/20

Action: Date: 1/9/20
Motion By: 2nd: Board Secretary:
Loaned Employee Agreement

This Agreement is entered into between Eastside Fire & Rescue ("EF&R"), a fire and emergency medical services joint department, organized pursuant to Chapter 39.34 of the Revised Code of Washington ("RCW"), acting for and on behalf of King County Fire Protection District No. 10, King County Fire District No. 38, King County, Washington, the City of North Bend, Washington, the City of Issaquah, Washington, and the City of Sammamish, Washington, hereinafter the “Agency”, and Issaquah Food & Clothing Bank "IFCB,” for the purpose of sharing the services of (Name of MIH Program) Social Worker ("Social Worker.")

RECITALS

1. The Agency requires assistance in the administration of social services associated with its mobile integrated health program ("Services") within the communities the Agency serves; and

2. IFCB has available administrative resources and personnel to share such Services with the Agency; and

3. Both Parties believe that King County EMS Levy funds received by the Agency should be adequate to fund the obligations of this Agreement; and

4. Both Parties believe this agreement will enhance cooperative advantages and opportunities for more efficient delivery of services within their respective jurisdictions.

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. Scope of Agreement

1.1. General. The scope of this Agreement includes IFCB sharing its Social Workers to provide EFR with the services identified in Exhibit A.

1.2. Scheduling. At such time as the Agency has a need for a Social Worker the Agency, Chief, or designee shall notify IFCB and IFCB shall work to assign its Social Worker to the Agency to meet the Agency’s requirements. The Parties may agree to specific schedules or times in a writing separate from this Agreement, but all services provided by Social Worker under such schedule shall be subject to the terms of this Agreement.

1.3. Supervision. The Agency’s Fire Chief, or designee, will be primarily responsible for supervising the Social Worker when working for the Agency. Provided, however, if the Agency believes disciplinary action is necessary, the Agency shall refer such action to IFCB with appropriate documentation of the conduct
supporting discipline. The Agency shall retain the right to remove Social Worker from a scheduled shift if the Agency believes removal is in the best interest of the Agency.

1.4. Payment. IFCB shall determine the Social Workers total cost of compensation and provide it to EFR for budget and planning purposes. IFCB shall provide a minimum of 90 days advance written notice to the Agency of any changes in wages, benefits or overtime costs. IFCB shall be solely responsible for all compensation, benefits and insurance for the Social Worker including for hours worked for the Agency under this Agreement. The Agency agrees to pay IFCB (percentage) of the wage, benefit and overtime cost of the Social Worker. IFCB will invoice the Agency on a quarterly basis. The Agency shall pay such invoiced amounts within 30 days of receipt of an invoice.

1.5. Limited Purchasing Authority. IFCB and the Agency will establish a list of supplies and equipment including, but not limited to, computers and hardware, that the Social Worker will need in order to properly perform the Services specified in Exhibit A. If IFCB purchases such supplies and equipment or other necessary supplies and equipment, IFCB may request reimbursement for such supplies and equipment. In such event, IFCB will notify the Agency of the proposed purchase in advance of making the purchase. The Agency shall have the option of purchasing the identified supplies and equipment directly but if the Agency declines to make the purchase the Agency shall upon approval of the purchase reimburse IFCB for the agreed upon percentage of the total within 30 days of receipt of an invoice reflecting the agreed amount and percentage. Any item purchased pursuant to this Agreement by the IFCB on behalf of the Agency will become the property of the Agency, after full payment is made to the IFCB in accordance with any submitted invoice. For any purchases involving a financial commitment of $40,000 or more, IFCB will comply with all bid laws applicable to the Agency when making such purchases.

2. Employment Status.

2.1. IFCB Personnel. IFCB personnel who provide services under this Agreement shall remain personnel of IFCB and shall not be considered personnel of the Agency. IFCB shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement.

2.2. Loaned Employee Requirements. All Social Workers providing services for EFR shall be considered Loaned Employees when providing services to the Agency and shall be subject to Section 3 of this Agreement.

3. Loaned Employee Consent.

3.1. Each Social Worker who agrees to be a Loaned Employee for the Agency shall execute and provide to IFCB the consent form attached hereto as Appendix “A”
(“Employee Consent”). By obtaining such consent, it is the intent of the parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of Novenson v. Spokane Culvert & Fabricating Co., 91 Wn.2d 550, 553, 588 P.2d 1174, 1176 (1979).

3.2. At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying IFCB, and thereby withdraw him/herself from being loaned to the Agency pursuant to this Agreement.

4. **Employee Benefits and Withholdings.** IFCB shall be solely responsible for the following for any Loaned Employee:

4.1. Administration of payment of all wages, and other forms of compensation;

4.2. Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:

   4.2.1. Federal income tax withholding;

   4.2.2. State and local income tax withholding;

   4.2.3. Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;

   4.2.4. Federal Unemployment Tax Act (FUTA) obligations, and;

   4.2.5. Applicable state unemployment tax obligations;

   4.2.6. L&I premiums.

4.3. Compliance with applicable workers’ compensation laws.

5. **Equipment and Supplies.** The Agency will provide the Social Worker with the necessary office space, supplies, training, and equipment necessary for the Social Worker to perform the Services.

6. **Term.** This agreement shall be effective on execution and shall continue until terminated by either party with 90 days advance written notice.

7. **Indemnification and Hold Harmless.** 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.

8. Insurance. Each party shall provide insurance coverage for its own operations, facilities, equipment and personnel. Each party shall furnish to the other party, appropriate documentation showing that such coverage is in effect.

9. Dispute Resolution.

9.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney’s fees.

9.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

9.3. Following the arbitrator’s issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator’s ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

9.4. 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, any 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.
10. Miscellaneous

10.1. **Administration.** This Agreement shall be administered by the Agency’s Fire Chief and the IFCB Executive Director.

10.2. **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 or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

10.3. **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.

10.4. **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.

10.5. **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.

10.6. **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.

10.7. **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.

10.8. **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.

10.9. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
EASTSIDE FIRE & RESCUE

By: __________________________

DATE: ________________________

NOTICES TO BE SENT TO:

________________________________________

________________________________________

________________________________________

________________________________________

ISSAQUAH FOOD & CLOTHING BANK

By: __________________________

DATE: ________________________

NOTICES TO BE SENT TO:

________________________________________

________________________________________

________________________________________

________________________________________
EXHIBIT A

SCOPE OF SERVICES
EXHIBIT B
[CONSENT TO LOANED EMPLOYEE AGREEMENT]

DMPMPD Provides an Employee to TPMPD

I, ___________________________, am an employee of Issaquah Food & Clothing Bank (IFCB). I understand that Eastside Fire & Rescue (EFR) has requested that IFCB provide an employee to EFR to provide Social Worker services on an as needed basis pursuant to an Agreement dated ______________, 20__ (the “Loaned Employee Agreement”).

In consideration for the wages and benefits that I will receive from IFCB as a Loaned Employee to EFR, I agree to the following:

1. I consent and agree to perform services for EFR as required by EFR (the “Services”) in accordance with the Loaned Employee Agreement.

2. I understand that EFR will be supervising and directing my performance of the Services while working on a Shift but that I will be deemed to be an employee of both IFCB and EFR for purposes of the Industrial Insurance Act, Title 51 RCW during that time.

3. I understand that for the Services I provide to EFR, I will receive the same compensation and benefits I am receiving for my work for IFCB. I further understand that I will receive my compensation and benefits from IFCB and not from EFR.

At any time hereunder, any Loaned Employee who has provided an Employee Consent may withdraw his or her consent by notifying IFCB, and thereby withdraw him/herself from being loaned to EFR pursuant to this Agreement.

Dated this ____ day of ____________________, 20__.  

__________________________________________
(Signature)

__________________________________________
(Print Name)
SUBJECT: Contract with Tactical Athlete Health and Performance Institute, LLC

SUMMARY STATEMENT: Tactical Athlete Health and Performance Institute (TAHPI) specializes in injury management for public safety employees. TAHPI’s customized care plans help public safety workers connect with specialized care providers to expedite recovery, reduce overall costs for the department, and simplify the workers’ compensation process.

The short term goals include (a) creating an awareness and understanding for the added value that TAHPI brings to the individual employee, (b) identifying gaps in knowledge and practices that will improve health of Eastside Fire & Rescue employees, and (c) establish an injury case management system that rewards the employee and department through efficiency, reduced costs, and reduced time lost.

Expenditure Required: $43,225.00  
Amount Budgeted: $43,225.00  
Fund Utilized: General

RECOMMENDED MOTION: Move to approve the contract with Tactical Athlete Health and Performance Institute, LLC.

ALTERNATIVE(S):

1. Do not approve.
2. Suggest Revisions.

EXHIBITS:

1. Contract with Tactical Athlete Health and Performance Institute

Originator: JC  
Administrative Review: 1/2/20

Action:  
Date: 1/9/20
Motion By:  
2nd:  
Board Secretary:
PROFESSIONAL SERVICES AGREEMENT
between Eastside Fire & Rescue and
Tactical Athlete Health and Performance Institute, LLC

THIS AGREEMENT is made between Eastside Fire & Rescue (“EF&R”), a fire and emergency medical services joint department, organized pursuant to Chapter 39.34 of the Revised Code of Washington (“RCW”), acting for and on behalf of King County Fire Protection District No. 10, King County Fire District No. 38, King County, Washington, the City of North Bend, Washington, the City of Issaquah, Washington, and the City of Sammamish, Washington, (hereinafter the “Agency”), and Tactical Athlete Health and Performance Institute, LLC (hereinafter the "Contractor").

1. DESCRIPTION OF WORK. Contractor shall perform the following services for the Agency “Services:”

1.1. Subject to the terms and conditions set forth herein, the Contractor may provide to the Agency the services further described in the Tactical Athlete Health and Performance Institute, LLC Proposal dated August 28, 2019, attached hereto as Exhibit A (the “Proposal”), and such other proposals and/or statements of work that may be entered into by the parties from time to time (each, a “SOW” and collectively, “SOWs”). Any reference to this “Agreement” herein shall mean this Agreement and all SOWs entered into by the parties unless this Agreement provides otherwise.

1.2. Contractor represents that the services furnished under this Agreement will be performed diligently and in accordance with generally accepted industry practices in effect at the time those services are performed. In the event of a conflict between the terms of any SOW and this Agreement, the terms of this Agreement shall prevail. Contractor represents and warrants that Contractor will perform all Services identified in this Agreement in a workmanlike manner and in accordance with all applicable laws.

2. TIME OF COMPLETION; TERMINATION.

2.1. The parties agree that Services will be provided consistent with the Implementation Timeline in the Proposal through December 31, 2020 (the “Initial Term”). This Agreement shall automatically extend for two (2) additional one-year terms (each, a “Renewal Term”, and together with the Initial Term, the “Term”), unless the Agency provides the Contractor written notice of non-renewal prior to November 1 of any year.

2.2. Either party may terminate this Agreement or any SOW without cause upon giving the other party thirty (30) days’ prior written notice. In the event of such a termination, Contractor shall provide a prorated refund of any Compensation paid for Services that are not performed on or prior to the date of termination.
2.3. Either party (in such capacity, the “Non-breaching Party”) may terminate this Agreement or any SOW due to the other party’s (in such capacity, the “Breaching Party”) material breach of this Agreement (including the Agency’s nonpayment of fees, either party’s failure to fulfill any responsibilities set forth in any applicable SOW, or the Agency’s failure to cooperate in good faith with Contractor in connection with the Services), upon giving the Breaching Party thirty (30) days’ prior written notice identifying specifically the alleged breach, provided that the Breaching Party does not cure such breach within the thirty (30) day notice period. If Contractor is the Non-breaching Party, during this notice period Contractor shall have the right to suspend its performance under this Agreement and any then-active SOW.

3. COMPENSATION.

3.1. Amount: Total compensation to Contractor for Services provided pursuant to this Agreement shall not exceed $43,225.00 per calendar year for the Initial Term and any Renewal Term, plus any applicable state and local sales taxes (the “Annual Amount”). Except as specifically provided in this Agreement, the Contractor shall be solely responsible for the payment of any taxes imposed by any jurisdiction or authority as a result of the performance and payment of this Agreement.

3.2. Method of Payment: For the Initial Term, the Agency shall pay Contractor 25% of the Annual Amount within 30 days of mutual execution of this Agreement, which such payment shall be non-refundable. The remaining 75% shall be paid in three installments of 25% of the Annual Amount on or before April 1, 2020, July 1, 2020, and October 1, 2020. The Annual Amount for any Renewal Term shall be paid in four installments of 25% of the Annual Amount on or before January 1, April 1, July 1, and October 1 of each calendar year.

3.3. Non-Appropriation of Funds: If sufficient funds are not appropriated or located for payment under this Agreement for any future fiscal period, the Agency shall not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the Agency in the event this provision applies.

4. ADDITIONAL WORK. If, during the performance of this Agreement or after completion of the work under this Agreement, services other than those described in Section 1 are ordered by the Agency, the Contractor agrees to provide said services and the Agency agrees to compensate the Contractor for the same according to the method determined at the time the additional services are ordered. The Contractor shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the Agency and the Contractor.

5. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:
5.1. The Contractor has the ability to control and direct the performance and details of its work, the Agency being interested only in the results obtained under this Agreement.

5.2. The Contractor maintains and pays for its own place of business from which Contractor’s services under this Agreement will be performed.

5.3. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the Agency retained Contractor’s services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

5.4. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

5.5. If required for Contractor’s business, the Contractor will register its business and establish an account with the state Department of Revenue and other state agencies, and will obtain a Unified Business Identifier (UBI) number from the State of Washington.

5.6. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

6. **RECORD MAINTENANCE.** The Contractor shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Services provided in the performance of this Agreement. Subject to Section 7 (Public Records Compliance), Section 8 (Employee Health Information), and Section 9 (Confidentiality), the Contractor agrees to provide access to and copies of any records related to this Agreement as required by the Agency to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW).

7. **PUBLIC RECORDS COMPLIANCE.** To the full extent the Agency determines necessary to comply with the Washington State Public Records Act, Contractor shall make a due diligent search of all records in its possession, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the Agency for production. In the event Contractor believes said records need to be protected from disclosure, it shall, at Contractor's own expense, seek judicial protection. Contractor shall indemnify, defend, and hold harmless the Agency for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Contractor has responsive records and for which Contractor has withheld records or information contained therein, or not provided them to the Agency in a timely manner. Contractor shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order.
8. **EMPLOYEE HEALTH INFORMATION.** Contractor agrees to keep any employee health care information, as that term is defined under RCW 70.02.010 (17), strictly confidential in accordance with, and to the extend required by, RCW 70.02.005(4) and will use and/or disclose the employee health care information solely for the purpose of providing the Services. Contractor will disclose the contents of the Health Information to its Agents only as minimally necessary and only to the extent required for the Contractor to provide the Services. Contractor further agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

9. **CONFIDENTIALITY.** Each party (in such capacity, the “Receiving Party”) agrees that all non-public information concerning the other party (in such capacity, the “Disclosing Party”), including but not limited to price quotes, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, software, programming techniques, algorithms, services, employee lists, patient lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances, any information directly or indirectly related to personally identifiable data of employees and/or their family members seeking treatment in connection with the Services (including, but not limited to data or information regarding treatment or injuries), other business information disclosed by the Disclosing Party, and the terms and existence of this Agreement (“Confidential Information”) shall not, without the Disclosing Party’s authorization, be disclosed to any other party or used by the Receiving Party for its own benefit except as contemplated by this Agreement. The Receiving Party shall protect the confidentiality of the Disclosing Party’s Confidential Information using at least the same measures it takes to protect its own Confidential Information of like kind, but in no event using a standard less than reasonable care, and shall restrict access to the Disclosing Party’s Confidential Information to its personnel on a need to know basis and so long as such personnel are bound by obligations of confidentiality that are no less restrictive than the obligations contained herein.

Nothing in this Agreement shall restrict the Receiving Party’s use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies); (a) that is or becomes publicly available through no breach of this Agreement; (b) independently developed by it without any use or access of the Disclosing Party’s Confidential Information; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process requesting the Disclosing Party’s Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such receipt (if legally permitted) and may, thereafter, comply with such subpoena or process to the extent permitted by law.
If Agency receives a request under chapter 42.56 RCW (the “Washington Public Records Act”) to inspect or copy Contractor’s Confidential Information, Agency shall promptly notify Contractor of the request and the date that such Confidential Information will be released. Agency will reasonably cooperate with Contractor (at Contractor’s expense) to limit such disclosure to that which is legally required. In any event, Agency will not furnish any Confidential Information that is exempt from disclosure under the Washington Public Records Act and may furnish only that portion of Confidential Information that is legally required to be disclosed. Contractor shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540 and Agency shall reasonably cooperate with Contractor in connection therewith at Contractor’s expense. Agency shall not be liable to Contractor for releasing any Confidential Information in compliance with this provision.

10. DISCRIMINATION. The Contractor shall not discriminate against any employee, applicant for employment or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or the presence of any sensory, mental or physical handicap.

11. HOLD HARMLESS.

11.1. Each party (“Indemnifying Party”) agrees to release, indemnify, defend, and hold harmless the other party (“Indemnified Party”), its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Indemnifying Party in performance of this Agreement, except for that portion of the claims caused by the Indemnified Party’s sole negligence.

11.2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Agency, its officers, officials, employees and volunteers, Contractor's liability shall be only to the extent of Contractor's negligence.

11.3. It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Contractor's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver.
The provisions of this section shall survive the expiration or termination of this Agreement.

12. **INSURANCE.** The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below:

12.1. Commercial general liability insurance in the minimum amounts of $1,000,000 for each occurrence/$2,000,000 aggregate for the Term of this Agreement.

12.2. In the event that Services delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of $1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Services provided by a licensed professional or those Services that require a professional standard of care.

12.3. Appropriate workers compensation coverage.

12.4. Commercial Automobile Liability for owned, leased, hired or non-owned, with minimum limits of $1,000,000 per occurrence combined single limit, if there will be any use of Contractor's vehicles on the Agency's Premises by or on behalf of the Agency, beyond normal commutes.

12.5. Contractor shall obtain an endorsement naming the Agency as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The Agency's insurance policies shall not be a source for payment of any Contractor liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of Contractor to the coverage provided by such insurance or otherwise limit the Agency's recourse to any remedy available at law or in equity.

12.6. Subject to the Agency's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the Agency before performing the Services.

12.7. Contractor shall provide the Agency with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

12.8. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.

13. **LIABILITY.** THE CONTRACTOR SHALL NOT BE LIABLE TO THE AGENCY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST OR DIMINISHED PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE OR
DATA LOSS, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY. THE CONTRACTOR'S AGGREGATE LIABILITY TO THE Agency FOR ANY CLAIMS HEREUNDER SHALL BE LIMITED TO REPAYMENT OR REIMBURSEMENT OF THE FEES ACTUALLY PAID BY THE AGENCY FOR THOSE SERVICES PROVIDED BY THE CONTRACTOR THAT ARE THE SUBJECT OF ANY SUCH CLAIM (AND ONLY THOSE SUBJECT SERVICE(S)) DURING THE PRIOR 12-MONTH PERIOD, BUT EXCLUDING ANY OF THE AGENCY’S OUT-OF-POCKET COSTS AND EXPENSES RELATING THERETO.

14. **CONTRACTOR'S WORK AND RISK.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

15. **OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.** Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced in connection with the Services provided by the Contractor will be and remain the property of the Contractor; provided, however, Contractor and Agency may agree to different ownership terms via a separate writing in the event Contractor and Agency jointly collaborate on any specific product during the Term.

16. **GIFTS AND CONFLICTS.** The Agency's Code of Ethics and Washington State law prohibit Agency employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the Agency’s Code of Ethics and state law, the Contractor shall not give a gift of any kind to Agency employees or officials. Contractor also confirms that Contractor does not have a business interest or a close family relationship with any Agency Executive team member or employee who was, is, or will be involved in selecting the Contractor, negotiating or administering this Agreement, or evaluating the Contractor's performance of the Services.

17. **MISCELLANEOUS PROVISIONS.**

17.1. **Conflict of Interest.** The Contractor represents to the Agency that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the Agency.

17.2. **Non-Waiver of Breach.** The failure of the Agency 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.

17.3. **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 for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Agency's right to indemnification under Section 10 of this Agreement.

17.4. **Written 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 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.

17.5. **Third-Party Beneficiaries:** Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.

17.6. **Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void, except that the Contractor shall have the right to assign this Agreement (and any SOW) to any affiliate or to any person or entity that acquires or succeeds to all or substantially all of the Contractor’s business or assets (by merger, consolidation or otherwise) upon written notice to the Agency.

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 the Agency and Contractor.

17.8. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Agency, 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. Should any language in any of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

<table>
<thead>
<tr>
<th>Tactical Athlete Health &amp; Performance Institute LLC</th>
<th>Eastside Fire &amp; Rescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: _____________________________</td>
<td>By: _____________________________</td>
</tr>
<tr>
<td>(signature)</td>
<td>(signature)</td>
</tr>
<tr>
<td>Print Name: __________________________</td>
<td>Print Name: __________________________</td>
</tr>
<tr>
<td>Its: __________________________</td>
<td>Its: __________________________</td>
</tr>
<tr>
<td>DATE: __________________________</td>
<td>DATE: __________________________</td>
</tr>
</tbody>
</table>

NOTICES TO BE SENT TO:

**CONTRACTOR:**

Tactical Athlete Health & Performance Institute LLC  
Attn: Timothy J. Sharpee  
2505 N. Oakland Avenue  
Milwaukee, Wisconsin 53211  
Email: timsharpee@tahpistrong.com

**AGENCY:**

Eastside Fire & Rescue  
Attn: __________________________  
______________________________  
______________________________  
Email: rburke@esf-r.org
EXHIBIT A

Tactical Athlete Health and Performance Institute, LLC Proposal dated August 28, 2019

[to be attached]
**Proposal Title.** Development of TAHPI® Provider Network and Advocacy Services for Eastside Fire & Rescue (“EF&R”), a fire and emergency medical services joint department, organized pursuant to Chapter 39.34 of the Revised Code of Washington (“RCW”), acting for and on behalf of King County Fire Protection District No. 10, King County Fire District No. 38, King County, Washington, the City of North Bend, Washington, the City of Issaquah, Washington, and the City of Sammamish, Washington (together with EF&R, hereinafter the “Client”).

**Introduction.** The Tactical Athlete Health & Performance Institute is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. TAHPI®’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. TAHPI®’s research and clinical expertise will create integrated single-source service solutions for the Client that will help reduce injury-related costs, streamline the case management of injury and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

**Project Description.** The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that TAHPI® brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of the Client’s employees, and (c) establish an injury case management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

**Specific Aims/Milestones:**

TAHPI® will provide a team of experts and professionals who are licensed as Physical Therapists and Athletic Trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The TAHPI® team will work with the Client to:

1. Establish and implement a network-based system for case-management of orthopedic injury. Achieving this milestone will involve:
   a. Full Assessment and determination of best practice for implementation of the Network based on Workers Compensation Laws, HIPAA, and practice acts in Washington
   b. Selection of Physicians (Orthopedic and Primary Care) and Physical Therapists or Athletic Trainers for the Network
   c. Implementation of Technology for Current Employees
   d. Access to the TAHPI® Network will be allowed for all current members and their immediate families as well as current and future retiree’s. Immediate family members are defined as:
“Someone’s spouse, parents and grandparents, children and grand children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half, and step members are also included in immediate family”.

2. Development of outcome metrics. Achieving this milestone will involve:
   a. TAHPI® will work with designated Client representative to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives)
   b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs
   c. This milestone may take up to 3 years of data points to be gathered to obtain a sample size large enough to create a metric with confidence that is valid and reliable

Implementation Timeline. TAHPI® intends to successfully reach these milestones as described in the attached time management plan. Access to the TAHPI® Provider Network and Advocacy Services would begin January 1, 2020 with an initial 1 month build out, training and development to begin January 1, 2020.

The term of this agreement shall be as set forth in Section 2 of the Professional Services Agreement between the Client and TAHPI to which this proposal is attached as Exhibit A (the “Services Agreement”).

Fees. TAHPI® Solutions fees for TAHPI® Provider Network and Advocacy Services:

Compensation shall be due and payable to TAHPI as set forth in Section 3 of the Services Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be executed on the day and year of the first above written. Client also understands that the terms outlined in this Proposal will be monitored for future consideration of yearly renewal of said contract with Tactical Athlete Health and Performance Institute, LLC. No portion of this Proposal may be reproduced, duplicated, or revealed in any manner without the prior written consent of Tactical Athlete Health and Performance Institute, LLC.

Tactical Athlete Health and Performance Institute, LLC  
By:______________________________________ ________________________  
   Luis Rivera, Founder/CEO  
   Date

Eastside Fire & Rescue  
By:______________________________________ ________________________  
   Responsible Party  
   Date
Revenue

We ended the first half of the biennial budget with total Operating Revenues greater than budgeted by $4,972,772.59.

Approximately $1.2 million of this variance is due to the timing of receiving partner contributions, King County BLS payments and the wildland fire payments in 2019 instead of 2018.

We continue to see above budget GEMT payments in the transport revenue, which contributed to this line item coming in greater than budgeted.

Expenses

Actual Operating Expenses finished the year under budget by $243,063.79.

Total Salary expenses for the year are less than budgeted by $253,367.57. Although suppression and training overtime was greater than budgeted, it was offset by staffing vacancies and reduced longevity pay.

Total Benefits are $176,062.34 less than budgeted. This is primarily due to Post Retirement Medical Program and LEOFF 1 retired medical costs coming in lower than budgeted. This is slightly offset by payroll taxes coming in higher than budgeted.

Total Supplies expenses are $17,177.97 greater than budgeted. Office & operating supplies and uniforms & protective clothing came in higher than budgeted, but were largely offset by savings on software expenses. We will continue to monitor these areas.

Total Service expenses are $169,188.15 greater than budgeted. This includes overages in professional services, maintenance, and dues and subscriptions, which as partially offset by savings in liability insurance, education, and utilities.
<table>
<thead>
<tr>
<th>Line Number</th>
<th>Title</th>
<th>December 2019 Actuals</th>
<th>December 2019 YTD Budget</th>
<th>December 2019 YTD Actuals</th>
<th>December 2019 YTD Variance</th>
<th>2019 Annual Budget</th>
<th>% of Total</th>
<th>Remaining Budget</th>
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<td>Revenue</td>
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<td>Intergovernmental Revenue</td>
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<td>Fire Protection and Emergency Medical Services - Partner Contributions</td>
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<td>24,778,561.35</td>
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<td>24,600,618.00</td>
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<td>(177,943.35)</td>
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<tr>
<td>7</td>
<td>Fire Protection And Emergency Medical Services - Governmental Agencies</td>
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<td>2,402,504.19</td>
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<td>571,998.93</td>
<td>402,268.93</td>
<td>169,730.00</td>
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<td>60,335.04</td>
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<td>Ambulance Service - Fee for Transport</td>
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<td>Miscellaneous Revenue</td>
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<td><strong>33,490,614.59</strong></td>
<td><strong>4,972,772.59</strong></td>
<td><strong>28,517,842.00</strong></td>
<td><strong>117.44</strong></td>
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<td>Salaries &amp; Wages</td>
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<td>98.61</td>
<td>211,632.18</td>
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<td>52,242.62</td>
<td>2,688,941.00</td>
<td>101.94</td>
<td>(52,242.62)</td>
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<td>139,204.00</td>
<td>97.85</td>
<td>2,994.24</td>
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<td>98.72</td>
<td>6,570.61</td>
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<td>827,011.00</td>
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<td>173,361.02</td>
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<td>231,840.00</td>
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<td><strong>19,667,317.00</strong></td>
<td><strong>19,413,949.43</strong></td>
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<td><strong>19,667,317.00</strong></td>
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<td><strong>Total Benefits</strong></td>
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<td>23</td>
<td><strong>Office &amp; Operational Supplies</strong></td>
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<td><strong>Small Tools &amp; Equipment</strong></td>
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<td>202,500.00</td>
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<td><strong>1,095,080.97</strong></td>
<td><strong>17,177.97</strong></td>
<td><strong>1,077,903.00</strong></td>
<td><strong>101.59</strong></td>
<td>(17,177.97)</td>
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<tr>
<td>Line Number</td>
<td>Title</td>
<td>December 2019 Actuals</td>
<td>December 2019 YTD Budget</td>
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<td>December 2019 YTD Variance</td>
<td>2019 Annual Budget</td>
<td>% of Total</td>
<td>Remaining Budget</td>
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<tr>
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<td>205,000.00</td>
<td>95.43</td>
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<td>245,000.00</td>
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<td>Dues &amp; Subscription</td>
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<td>55,822.00</td>
<td>159,153.59</td>
<td>103,331.59</td>
<td>55,822.00</td>
<td>285.11</td>
<td>(103,331.59)</td>
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<td>186,431.00</td>
<td>108,326.21</td>
<td>(78,104.79)</td>
<td>186,431.00</td>
<td>58.11</td>
<td>78,104.79</td>
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<td>(18,359.14)</td>
<td>22,600.00</td>
<td>18.76</td>
<td>18,359.14</td>
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| Total Services | 180,776.32 | 2,707,408.00 | 2,876,596.15 | 169,188.15 | 2,707,408.00 | 106.25 | (169,188.15) |
| Total Operating Expenses | 2,280,813.36 | 29,630,269.00 | 29,387,205.21 | (243,063.79) | 29,630,269.00 | 99.18 | 243,063.79 |

December 2019 Ending Fund Balance | 8,326,119.61 |
EF&R Current and 5-Year Incident History

For the Month of December Only

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<th>Year</th>
<th>AFA</th>
<th>EMS</th>
<th>Non-Struc Fire</th>
<th>Struc Fire</th>
<th>MVA</th>
<th>Other</th>
<th>Total</th>
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<td>441</td>
<td>10</td>
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<td>39</td>
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<td>2016</td>
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<td>49</td>
<td>19</td>
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<td>833</td>
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Year-to-Date Through December

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<th>Year</th>
<th>AFA</th>
<th>EMS</th>
<th>Non-Struc Fire</th>
<th>Struc Fire</th>
<th>MVA</th>
<th>Other</th>
<th>Total</th>
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<td>89</td>
<td>341</td>
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Dist 10 Current and 5-Year Incident History

For the Month of December Only

Year | AFA | EMS | Non-Struc Fire | Struc Fire | MVA | Other | Total  
--- | --- | --- | --- | --- | --- | --- | ---  
2014 | 18  | 79  | 4   | 2   | 13  | 22   | 138   
2015 | 11  | 89  | 18  | 6   | 11  | 7    | 142   
2016 | 11  | 64  | 8   | 6   | 16  | 6    | 111   
2017 | 8   | 66  | 11  | 3   | 13  | 2    | 103   
2018 | 10  | 73  | 14  | 3   | 10  | 4    | 114   
2019 | 6   | 82  | 16  | 2   | 11  | 4    | 121   

Year-to-Date Through December

Year | AFA | EMS | Non-Struc Fire | Struc Fire | MVA | Other | Total  
--- | --- | --- | --- | --- | --- | --- | ---  
2014 | 135 | 998 | 74  | 22  | 133 | 285 | 1647  
2015 | 185 | 1147| 261 | 37  | 164 | 38  | 1832  
2016 | 118 | 867 | 194 | 31  | 159 | 45  | 1414  
2017 | 121 | 919 | 217 | 25  | 155 | 46  | 1483  
2018 | 107 | 904 | 174 | 24  | 144 | 44  | 1397  
2019 | 107 | 932 | 216 | 30  | 151 | 68  | 1504  

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Dist 38 Current and 5-Year Incident History

For the Month of December Only

Year | AFA | EMS | Non-Struct Fire | Struct Fire | MVA | Other | Total
---|---|---|---|---|---|---|---
2014 | 2 | 19 | 0 | 0 | 2 | 7 | 30
2015 | 1 | 37 | 6 | 4 | 3 | 4 | 55
2016 | 1 | 38 | 7 | 2 | 4 | 2 | 54
2017 | 1 | 44 | 8 | 2 | 3 | 1 | 59
2018 | 1 | 45 | 9 | 2 | 1 | 4 | 62
2019 | 0 | 52 | 7 | 1 | 4 | 0 | 64

Year-to-Date Through December

Year | AFA | EMS | Non-Struct Fire | Struct Fire | MVA | Other | Total
---|---|---|---|---|---|---|---
2014 | 17 | 316 | 37 | 11 | 25 | 135 | 541
2015 | 15 | 341 | 111 | 15 | 44 | 20 | 546
2016 | 33 | 458 | 84 | 21 | 38 | 29 | 663
2017 | 31 | 468 | 90 | 15 | 50 | 26 | 680
2018 | 28 | 531 | 91 | 13 | 33 | 28 | 724
2019 | 14 | 528 | 103 | 8 | 24 | 29 | 706
### Issaquah Current and 5-Year Incident History

**For the Month of December Only**

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### Year-to-Date Through December

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Sammamish Current and 5-Year Incident History

For the Month of December Only

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Year-to-Date Through December

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